

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

*APRIL 23, 2020*

# *Meadow View at Twin Creeks*

## *Community Development District*

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

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

April 22, 2020

Board of Supervisors  
Meadow View at Twin Creeks  
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District is scheduled for **Thursday, April 23, 2020 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. Approval of the Minutes of the February 20, 2020 Meeting
- IV. Financing Related Matters
  - A. Consideration of Investment Banking Agreement with MBS Capital Markets, LLC
  - B. Presentation from MBS for Series 2020 Bonds
  - C. Consideration of Supplemental Engineer's Report
  - D. Consideration of Supplemental Assessment Methodology
  - E. Consideration of Delegation Resolution 2020-04
    1. Supplemental Trust Indentures
    2. Preliminary Official Statement
    3. Bond Purchase Agreement
    4. Continuing Disclosure Agreements
- V. Ratification of Proposals from Clary & Associates
  - A. Phase 4 Topographic Survey
  - B. Preparation of Maps for Relocated Fire Lanes - Phase 2 Townhomes
- VI. Ratification of Proposals from Basham & Lucas
  - A. Proposal for Electrical Engineering for the Entrance to Toll Brothers Project
  - B. Proposal for Design Services Related to the Lakefront Park
- VII. Consideration of Proposals from Dicky Smith
  - A. Construction of Entry #2 at Beacon Lake
  - B. Construction of Phase 3A Hardscape at Beacon Lake Neighborhood Entry
- VIII. Consideration of Proposals from West Orange Nurseries
  - A. Phase 2 Parkway Landscape & Irrigation Installation
  - B. Phase 3A Landscape & Irrigation Installation

- IX. Consideration of Revised Engagement Letter from Grau & Associates for FY19 Audit
- X. Staff Reports
  - A. District Counsel
  - B. District Engineer
    - 1. Requisition Summary
    - 2. Consideration of Change Order No. 5
  - C. District Manager
  - D. Amenity Manager – Report
  - E. Operations Manager
- XI. Financial Reports
  - A. Balance Sheet and Income Statement
  - B. Assessment Receipts Schedule
  - C. Check Register
  - D. Ratification of Construction Funding Request No. 8
  - E. Consideration of Construction Funding Request No. 9
- XII. Supervisors' Requests and Audience Comments
- XIII. Next Scheduled Meeting – May 21, 2020 at 10:00 a.m. at the offices of GMS
- XIV. Adjournment

Enclosed under the third order of business is a copy of the minutes of the February 20, 2020 meeting for your review and approval.

The fourth order of business is financing related matters. Enclosed for your review and approval are copies of the investment banking agreement with MBS, the supplemental engineer's report, the supplemental assessment methodology, and the delegation resolution along with its exhibits.

The fifth order of business is ratification of proposals from Clary & Associates. Enclosed for your review are proposals from Clary & Associates for the phase 4 topographic survey and preparation of maps for the phase 2 townhomes relocated fire lanes.

The sixth order of business is ratification of proposals from Basham & Lucas. Enclosed for your review and approval are proposals for electrical engineering services for the entrance to the Toll Brothers project, and a proposal for design services related to the Lakefront Park.

The seventh order of business is consideration of proposals from Dicky Smith. Copies of proposals for the phases 2 and 3A entries are enclosed for your review and approval.

The eighth order of business is consideration of proposals from West Orange Nursery. Copies of proposals for phases 2 and 3A landscape and irrigation installation services are enclosed for your review and approval.

The ninth order of business is consideration of revised engagement letter from Grau & Associates for the FY19 audit. A copy of the engagement letter is enclosed for your review and approval.

Enclosed under financial reports is the balance sheet and income statement, assessment receipts schedule, check register, and construction funding request numbers 8 and 9.

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  
April 23, 2020  
10:00 a.m.

Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092  
**Call In # 1-888-757-2790 Code 380298**  
[www.meadowviewattwincreeks added cdd.com](http://www.meadowviewattwincreeks added cdd.com)

- I. Call to Order
- II. Public Comment
- III. Approval of the Minutes of the February 20, 2020 Meeting
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  - E. Consideration of Delegation Resolution 2020-04
    - 1. Supplemental Trust Indentures
    - 2. Preliminary Official Statement
    - 3. Bond Purchase Agreement
    - 4. Continuing Disclosure Agreements
- V. Ratification of Proposals from Clary & Associates
  - A. Phase 4 Topographic Survey
  - B. Preparation of Maps for Relocated Fire Lanes - Phase 2 Townhomes
- VI. Ratification of Proposals from Basham & Lucas
  - A. Proposal for Electrical Engineering for the Entrance to Toll

Brothers Project

- B. Proposal for Design Services Related to the Lakefront Park

VII. Consideration of Proposals from Dicky Smith

- A. Construction of Entry #2 at Beacon Lake
- B. Construction of Phase 3A Hardscape at Beacon Lake Neighborhood Entry

VIII. Consideration of Proposals from West Orange Nurseries

- A. Phase 2 Parkway Landscape & Irrigation Installation
- B. Phase 3A Landscape & Irrigation Installation

IX. Consideration of Revised Engagement Letter from Grau & Associates for FY19 Audit

X. Staff Reports

- A. District Counsel
- B. District Engineer
  - 1. Requisition Summary
  - 2. Consideration of Change Order No. 5
- C. District Manager
- D. Amenity Manager – Report
- E. Operations Manager

XI. Financial Reports

- A. Balance Sheet and Income Statement
- B. Assessment Receipts Schedule
- C. Check Registers
- D. Ratification of Construction Funding Request No. 8
- E. Consideration of Construction Funding Request No. 9

XII. Supervisors' Requests and Audience Comments

XIII. Next Scheduled Meeting – May 21, 2020 at 10:00 a.m. at the offices of GMS

XIV. Adjournment

## *MINUTES*

MINUTES OF MEETING  
MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District was held on Thursday, February 20, 2020 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

Present and constituting a quorum were:

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

Also present were:

Jim Oliver	District Manager
Sarah Warren	District Counsel
Scott Lockwood	District Engineer
Brian Stephens	Operations Manager
Richard McGovern	Amenity Manager
Jere Earlywine	Hopping, Green & Sams (by phone)

The following is a summary of the discussions and actions taken at the February 20, 2020 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 and called the roll.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the January  
16, 2020 Meeting**

There were no comments on the minutes.

On MOTION by Mr. Parker seconded by Mr. Kovacic with all in favor the minutes of the January 16, 2020 meeting were approved.

**FOURTH ORDER OF BUSINESS**

**Ratification of Indemnity Agreement for  
Surety Bond Provided by Lexon**

Mr. Oliver stated this is for the FP&L project and has already been processed.

On MOTION by Mr. Parker seconded by Mr. Kovacic with all in favor the indemnity agreement for the surety bond provided by Lexon was ratified.

**FIFTH ORDER OF BUSINESS**

**Consideration of Pool Pump Preventative  
Maintenance Proposal**

Mr. Oliver stated the proposal provided by Compac is in the amount of \$6,245.44 for a minimum of two visits per year.

On MOTION by Ms. Simpson seconded by Mr. Parker with all in favor the proposal from Compac for pool pump preventative maintenance was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Proposal for Installation  
of Kayak Launch Ramp Gate**

Mr. Oliver stated this proposal was provided by Sterling Specialties and is in the amount of \$600.

On MOTION by Ms. Simpson seconded by Mr. Bishop with all in favor the proposal from Sterling Specialties for installation of a gate at the kayak launch ramp was approved.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Proposal from Clary &  
Associates for Phase 3B Surveying and  
Mapping Services**

Mr. Oliver stated the proposal from Clary & Associates has six tasks listed for a total of \$52,560.

Mr. Kovacic stated this is a proposal for platting services and submitting of the plat for the next phase of the development.

On MOTION by Mr. Kovacic seconded by Mr. Parker with all in favor the proposal from Clary & Associates for Phase 3B surveying and mapping services was approved.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. District Counsel**

Mr. Earlywine stated we've had discussions with Danielle about the BYOB policy, as well as some discussions about fencing and things like that. We're doing a little bit of follow up on both of those issues. I think the bottom line on the BYOB policy is there's no legal prohibition that we're aware of that would prevent us from allowing BYOB, but it does have some liability risks that we've talked to Danielle about and we will continue to have conversations over the next week or two and then maybe make some decisions at the next meeting.

Mr. Parker stated the other thing that was mentioned was the fences. We've had some issues out there where folks have ignored the approvals to put fences in the easements and there has been a petition circulated, so we're considering to allow them to keep it there, but we wanted them to sign an agreement that says if they don't move it if they have to within three or five days they are going to be charged the fee for moving it.

#### **B. District Engineer – Requisition Summary**

A copy of the requisition summary including numbers 173 and 174 for ratification and numbers 175-204 for approval was enclosed in the agenda package.

On MOTION by Mr. Kovacic seconded by Mr. Lyman with all in favor requisition numbers 173 and 174 were ratified.

On MOTION by Mr. Lyman seconded by Mr. Parker with all in favor requisition numbers 175-204 were approved.

Mr. Lockwood stated I also have three change orders. For Beacon Lake phase 3A subdivision, we have a credit of \$350,000. For the Parkway, there is a credit of \$28,000. There is another add change order for the townhomes regarding direct purchases that I want to discuss further with Blaz and Aaron and ratify at the next meeting.

On MOTION by Mr. Lyman seconded by Mr. Parker with all in favor the two credit change orders from Hughes Brothers were approved.

**C. District Manager**

There being nothing to report, the next item followed.

**D. Amenity Manager – Report**

Mr. McGovern gave an overview of the events mentioned in the operations memorandum, a copy of which was included in the agenda package.

**E. Operations Manager**

Mr. Stephens reviewed the amenity maintenance items listed in the operations memorandum, a copy of which was included in the agenda package.

**NINTH ORDER OF BUSINESS**

**Financial Reports**

**A. Balance Sheet & Income Statement**

**B. Assessment Receipts Schedule**

Mr. Oliver stated on the assessment receipts schedule we are now at 95% collected.

**C. Check Register**

A copy of the check register in the amount of \$1,833,758.20 was enclosed in the agenda package. Mr. Oliver stated just to remind the Board, right now we're running all of the capital expenses through the general fund. We're having requisitions approved and once they're approved, they're funded by the developer, those funds are deposited into the account and the expenses are posted to the check register.

On MOTION by Mr. Parker seconded by Mr. Lyman with all in favor the check register was approved.

**D. Ratification of Construction Funding Request Nos. 5 and 6**

Copies of construction funding requests number 5 in the amount of \$863,759.80 and number 6 in the amount of \$23,670 were enclosed in the agenda package.



On MOTION by Mr. Parker seconded by Mr. Kovacic with all in favor construction funding request numbers 5 and 6 were approved.

**E. Approval of Construction Funding Request Nos. 7**

Mr. Oliver stated included on construction funding request number 7 are requisitions 174-204 and you saw those earlier on the requisition summary.

On MOTION by Mr. Parker seconded by Mr. Lyman with all in favor construction funding request number 7 was approved.

**TENTH ORDER OF BUSINESS**

**Supervisors' Requests and Audience Comments**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – March 19, 2020  
at 10:00 a.m. at the Offices of GMS**

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

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

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## *FOURTH ORDER OF BUSINESS*

*A.*



## MBS CAPITAL MARKETS, LLC

### SUPPLEMENT TO INVESTMENT BANKING AGREEMENT DATED MARCH 17, 2016 REGARDING BOND ISSUANCES BY MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

April 16, 2020

Board of Supervisors  
Meadow View at Twin Creeks Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) and the Board of Supervisors of the Meadow View at Twin Creeks Community Development District (“District”) entered into an Investment Banking Agreement effective March 17, 2016 (“Agreement”) wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is considering the issuance of its Series 2020A-1 & 2020A-2 Special Assessment Bonds and its Series 2020A-3 & Special Assessment Revenue Bonds (collectively, the “Bonds”) in order to fund certain public infrastructure improvements for the 2018, 2019 and 2020 Projects outlined in the District’s Capital Improvement Program, as updated in the Engineer’s Report dated September 20, 2018. It is the District’s intent to engage the Underwriter to provide investment banking services for the issuance of the Bonds.

**1. Scope of Services:** The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular of municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.



## MBS CAPITAL MARKETS, LLC

- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
- Preparation of post-sale reports for the issue, if any.
- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing described herein has been completed or the Agreement is terminated as provided in Section 3 of the Agreement.

Sincerely,  
**MBS Capital Markets, LLC**

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Rhonda Mossing  
Managing Partner

Approved and Accepted By: \_\_\_\_\_

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

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



## **MBS CAPITAL MARKETS, LLC**

### **EXHIBIT A**

#### **Disclosures Concerning the Underwriter's Role**

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

#### **Disclosure Concerning the Underwriter's Compensation**

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

#### **Conflicts of Interest**

**Payments to or from Third Parties.** There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than

the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

**Profit-Sharing with Investors.** There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the



## MBS CAPITAL MARKETS, LLC

resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

**Credit Default Swaps.** There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

**Retail Order Periods.** For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

**Dealer Payments to District Personnel.** Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

*C.*



# **THIRD SUPPLEMENTAL ENGINEER'S REPORT FOR SERIES 2020 PROJECTS**

**FOR THE**

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

**ST. JOHNS COUNTY, FLORIDA**

**DRAFT**

**PREPARED FOR:**

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

**PREPARED BY**



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

Revised Date: DRAFT April 21, 2020  
ETM Job Number: E 17-348-1

**England-Thims & Miller, Inc.**  
Phone: (904) 642-8990 • Fax: (904) 646-9485 • <http://www.etminc.com>

## ENGINEER OF RECORD SIGNATURE PAGE

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

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V	2020 Project
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VII	Basis of Opinion of Probable Cost - Beacon Lake Phase 2B
VIII	Permit Status
IX	Exhibit 1 - Location Map
X	Exhibit 2 - Master Project - Site Map
XI	Exhibit 3 - Beacon Lake Phase 2B - Site Map
XII	Exhibit 4 - Master Project Lot Table
XIII	Exhibit 5 - Proposed Funding, Construction, Maintenance, and Final Ownership
XIV	Exhibit 6 - Opinion of Probable Costs – Beacon Phase 2B (Anticipated 2020 Project)
XV	Exhibit 7 - Updated Opinion of Probable Costs (Table 1) with Phase 1, Phase 2, Townhomes, Amenity and Phase 3A Contracts
XVI	Exhibit 8 - Permit Status
XVII	Appendix - Exhibit 9 - Legal Description



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

**Scott Jordan Lockwood, P.E.**

Engineer of Record

**68426**

P.E. Number

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

Sections I-XVI

#### Notes:

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

## PROJECT BACKGROUND

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

The District previously adopted its master capital improvement plan authorizing the construction, installation, and acquisition of infrastructure improvements necessary to support residential development of the lands within the District the **“Master Project,” “Capital Improvement Plan,” or “CIP”**. The Master Project is described in the *First Supplemental Engineer’s Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan*, dated: October 6, 2016 (**“Master Engineer’s Report”**). The Opinion of Probable Cost for this CIP was project to be \$94,133,971 and consisted of various items such as: earthworks, utilities, drainage, roadway improvements, landscape, hardscape, recreation, and other associated improvements within and adjacent to the District. It was anticipated by the District that the Master Project would be developed in multiple phases and financed with multiple bond issuances.

In order to finance a portion of the Master Project, the District previously issued its Special Assessment Bonds, Series 2016A-1, Series 2016A-2 and Series 2016B (together, **“2016 Bonds”**), the proceeds of which were used to construct and/or acquire that portion of the Master Project known as the **“2016 Project.”** The 2016 Project consists generally of that portion of the Master Project associated with Phase I as well as certain other master infrastructure improvements as more specifically described in the **Master Engineer’s Report**.

In addition, the District issued its Special Assessment Bonds, Series 2018A-1 and Series 2018A-2 (together the **“2018 Bonds”**, and 2019A-1 and Series 2019A-2 (together, the **“2019 Bonds”**), the proceeds of which were used to construct and/or acquire that portion of the Master Project known as the **“2018 Project”** and **“2019 Project”** respectively. The 2018 Project consists generally of that portion of the Master Project associated with Beacon Lake Phase 2 (which is comprised of Phases 2A and 2C) and Beacon Lake Townhomes, while the 2019 Project consists generally of that portion of the Master Project associated with Beacon Lake Phase 3A. Both the 2018 Project and the 2019 Project are described in the Second Supplemental Engineer’s Report for Series 2018 and 2019 Projects, as revised September 17, 2018 (**“Second Supplemental Engineer’s Report”**).

The purpose of this **Third Supplemental Engineer’s Report for the Series 2020 Projects** is to describe the portions of the Master Project that have been completed to date using the proceeds of the 2016 Bonds, the 2018 Bonds, and the 2019 Bonds, and to describe the portion of the Master Project still left to complete, including, that portion of the Master Project associated with Beacon Lake Phase 2B. The District is proposing to issue new bonds in multiple series (together, **“Series 2020 Bonds”**) to finance reimbursement to the Developer of improvements funded by the Developer and constructed by the District, as described on Exhibit 6 hereto, including improvements associated with Beacon Lake Phase 2B.

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

## **2016 PROJECT UPDATE**

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

The 2016 Project includes the public infrastructure for Beacon Lake – Phase 1, an Entry Feature near County Road 210 and Beacon Lake Parkway, and the Beacon Lake Amenity Center. As of April 2020, the Infrastructure for Beacon Lake Phase 1 is substantially complete and has been reviewed and been partially accepted by St. Johns County. The Offsite improvements which included offsite force main, water main have been accepted by St. Johns County Utility Department (SJCUD). The offsite and onsite reuse system has been constructed for Phase 1; however, SJCUD has not yet accepted this infrastructure. SJCUD has been working on a plan to provide reuse water; however, the exact timing has not been determined. The Entry Feature has been installed. The Beacon Lake Amenity Center has also been completed and the asbuilts have been accepted by St. Johns County. This Amenity Center is operational and owned and operated by the District.

## **2018 PROJECT AND 2019 PROJECT UPDATES**

Similar to the 2016 Project, the 2018 Project includes public infrastructure for Beacon Lake Phase 2 (Phases 2A and 2C) and Beacon Lake Townhomes, and the 2019 Project, includes the public infrastructure for Beacon Lake Phase 3A. The 2018 Project and the 2019 Project also consist of several Entry Features as well as additional portions of the Master Project associated with development of Phase 1 and Beacon Lake Amenity Center which were not funded with the proceeds of the 2016 Bonds. As of April 2020, the Infrastructure for Beacon Lake Phase 2, Phase 3A and Beacon Lake Townhomes are nearing completion.

## **SERIES 2020 PROJECT**

Similar to the projects described above, the 2020 Project, is anticipated to consist primarily of the public infrastructure improvements associated with of Beacon Lake Phase 2B, all described below and other portions of the CIP as described on Exhibit 6, all to the extent financed by the Series 2020 Bonds. The District has constructed or is constructing the improvements comprising the 2020 Project with amounts provided by the Developer in advance of the District issuing its 2020 Bonds. The improvements shown on Exhibit 6 other than those associated with Beacon Lake Phase 2B, are more fully described in the Second Supplemental Engineer's Report, and the improvements related to Beacon Lake Phase 2B are described below.

The Proposed Funding, Construction Maintenance and Final Ownership Plan is found in Exhibit 5. Only those improvements eligible to be financed with tax-exempt bond proceeds are to be funded with the proceeds of the 2020 Bonds.

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

Beacon Lake Phase 2B is located south of and adjacent to Beacon Lake Phase 2 (Phases 2A and 2C) and it connects to Ness Circle on both ends of the roadway. This portion of the Master Project consists of 79 single family residential units that are approximately 53' wide measured at the building setback, along with associated storm water management facility number 18. Exhibit 3 shows the current site map for Beacon Lake Phase 2B.

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

- Roadways, connecting to Phase 2 along both ends of Ness Circle
- Drainage collection system, clearing, grubbing and earthwork as required for this Phase (excluding earthwork related to the private pad grading associated with the private lots).
- Utilities (water, sewer, and reuse) for this Phase.
- Landscaping, irrigation, fencing, and street trees for this Phase.
- Street lighting for this Phase.
- Each item includes design and permit fees as required to design, construct and permit infrastructure for this Phase.
- Wetland Mitigation as required for this Phase.

### **BASIS OF OPINION OF PROBABLE COSTS FOR BEACON LAKE PHASE 2B AND OTHER PORTIONS OF THE CIP.**

Exhibit 6 provides an Opinion of Probable Costs related to Beacon Lake Phase 2B and other portions of the CIP, which opinions have been prepared based on the information available at the time of this report. The Opinion of Probable Costs for the civil site infrastructure improvements are based on typical historical unit costs for projects that have similar infrastructure in this area. Therefore, it is reasonable to assume that the CIP is feasible to be constructed based on these typical historical unit cost. All costs reflected on Exhibit 6 and the actual cost to be financed by the Series 2020 Bonds are to be based on the actual construction cost incurred by the District for improvements comprising the 2020 Project. In addition, the 2020 Project may include any portions of the CIP in addition to, or in lieu of, those shown in Exhibit 6.

It should be noted that actual cost may vary depending on final design and other factors.

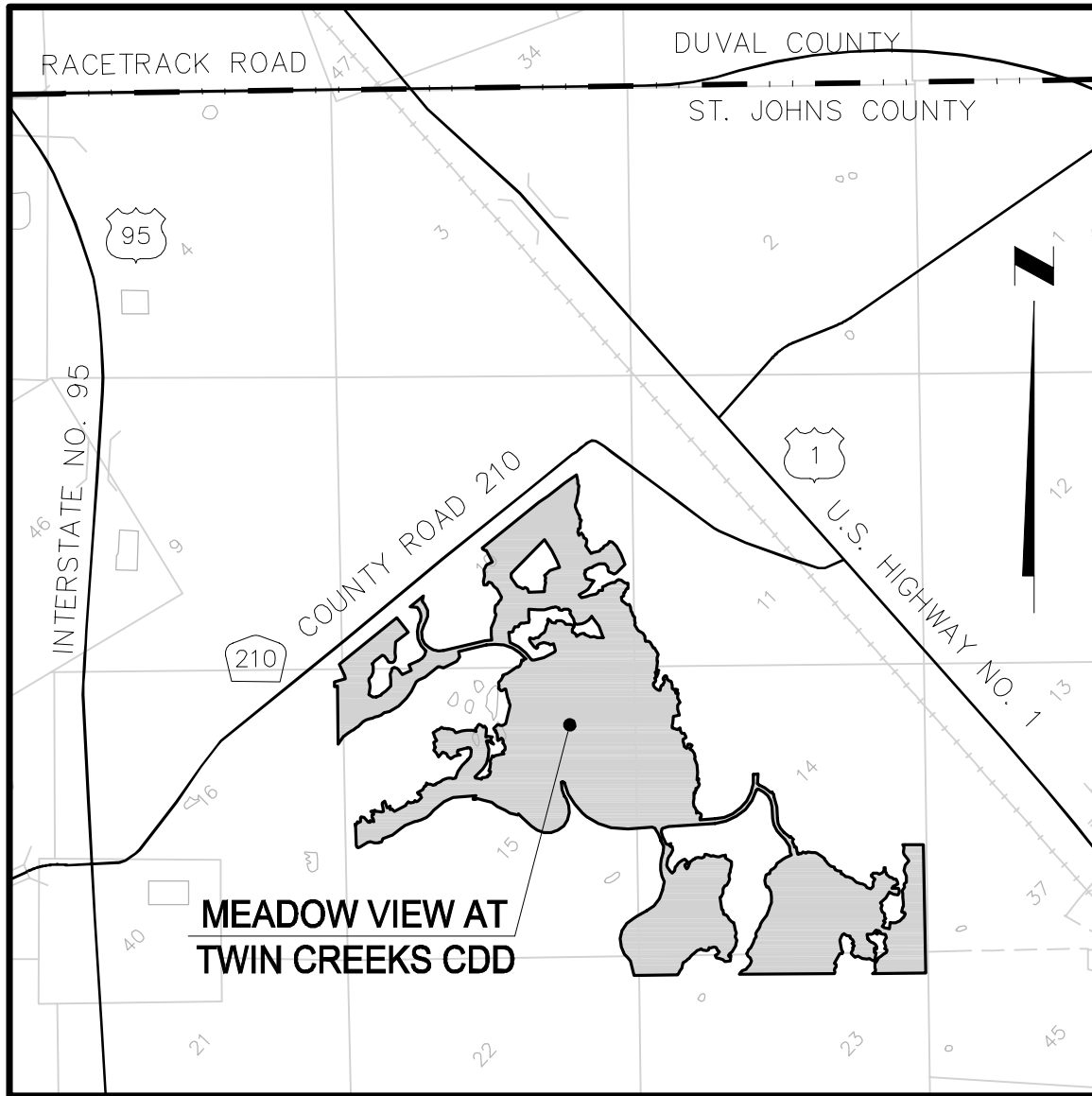
Exhibit 7 provides an Updated Opinion of Probable Cost for the Master Project reflecting the portions of improvements in the Master Project anticipated to be financed by the District which have been constructed or acquired by the District to date. These opinions are based on the original Master Engineer's Report and have been updated based on budget for each project listed along with amounts that have been paid to date that have been provided by the Developer of the Master Projects. The Master Project, including but not limited to the 2016 Project, the 2018 Project, the 2019 Project and the 2020 Project continues to function and be planned as a system of improvements benefitting all lands within the District's boundaries. Further, and except for certain Transportation and Education Contributions, previously addressed in that *Acquisition Agreement (Master Project)*, between the District and Heartwood 23, LLC, there continues to be no impact or other similar fees or credits in connection with the improvements contemplated as part of the Master Project.

The following is the basis for the infrastructure opinion of probable cost for Beacon Lake Phase 2B only (the other cost shown on Exhibit 6 as part of other Phases has been based on information provided by the Developer.:

- Water, reuse, and sanitary sewer utility facilities has been designed in accordance with SJCUD, St. Johns County and Florida Department of Environmental Protection (FDEP) Standards.
- Storm Water Management Facilities has been designed in accordance with SJRWMD and St. Johns County requirements. Costs have been included for the excavation of storm water management facilities, mass grading of the District, pipes, and structures.
- Storm water collection, paving, drainage, water, reuse, and sewer utilities has been designed in accordance with St. Johns County and St. Johns County Utility standards and specifications.
- Jurisdictional wetland determinations have been completed for this Development. Wetland impacts, and the required mitigation has been permitted through the St. Johns River Water Management District and Army Corps of Engineers. Cost supplied by ERS, Inc.
- The typical roadway sections utilized for the roadway cost were developed using the applicable St. Johns County standards.
- No costs have been included for excavation of material that may be unsuitable or the re-placement with structural fill (but does not include earthwork related to the private pad grading associated with the private lots).
- Land costs have not been included for the acquisition of roadway rights-of-way, the amenity center, recreational improvements, pocket parks or greenway.
- Landscaping, fencing and street trees, and lighting have been projected using Phase 1 Construction cost as a basis.
- Parks and Recreation are based on an allowance supplied by the developer.
- The engineering fees, geotechnical engineering and environmental services are included in the cost of each item.
- For the purposes of this report, a 15% contingency factor is included.
- The Opinions of Probable Costs contained in this report are based upon year 2020 dollars and have been prepared based upon the information available at the time of this report. It is ETM's opinion that the costs are accurate based upon the available information at the time of this report.

### **PERMIT STATUS**

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



## LOCATION MAP

N.T.S.



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

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
CA - 00002584 LC - 0000316

### LOCATION MAP EXHIBIT 1

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









ETM NO. 17-348

DRAWN BY: S. Lockwood

DATE: 4-1-2020

DRAWING NO. 1

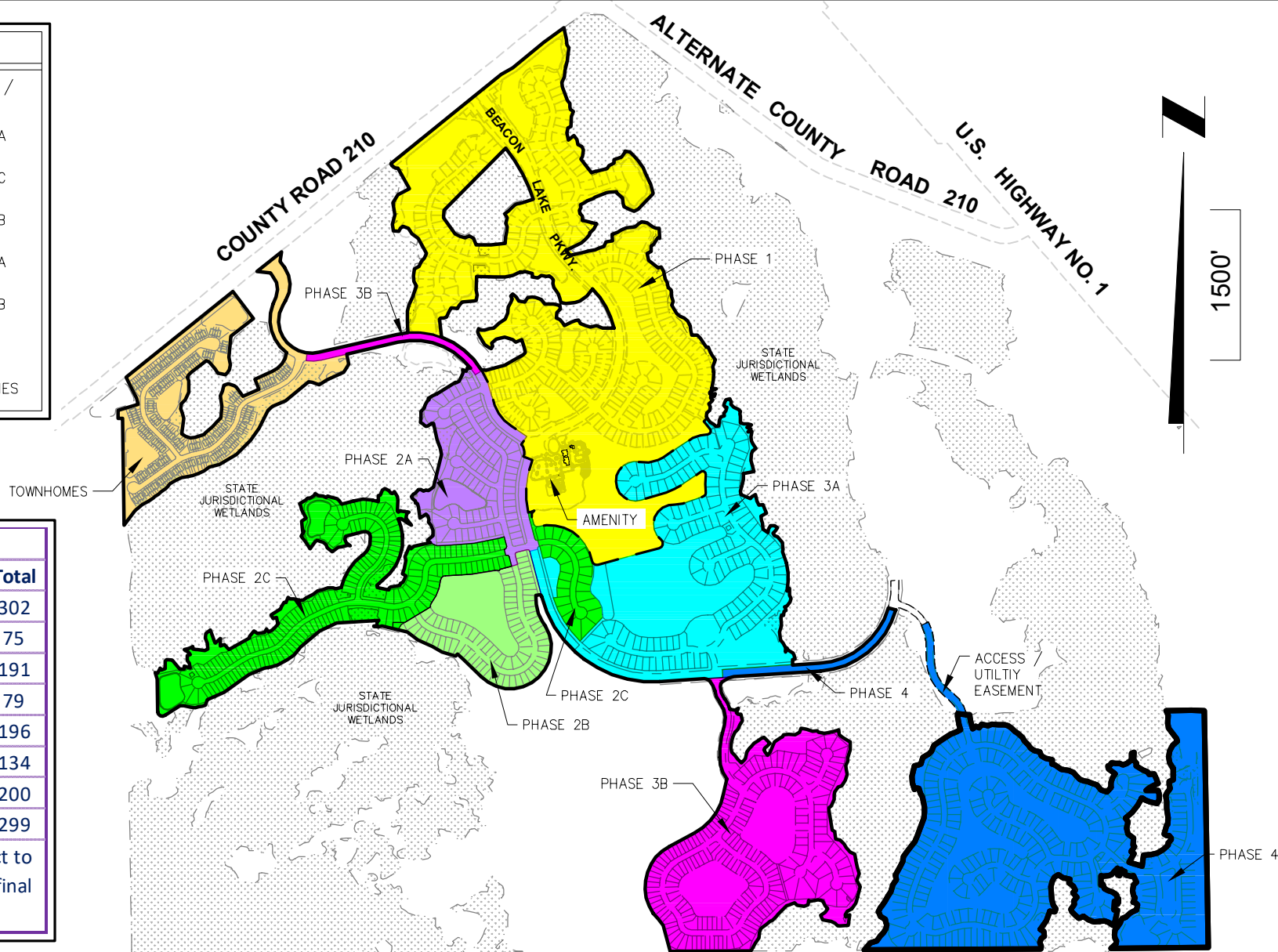
## LEGEND

	PHASE 1 / AMENITY
	PHASE 2A
	PHASE 2C
	PHASE 2B
	PHASE 3A
	PHASE 3B
	PHASE 4
	TOWNHOMES

## Lot Table

Phase	Total
Phase 1	302
Phase 2 A	75
Phase 2 C	191
Phase 2B	79
Townhomes	196
Phase 3A	134
Phase 3B	200
Phase 4	299

Lots counts subject to adjustment upon final engineering



# ETM

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

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
CA - 00002584 LC - 0000316

## MASTER PROJECT SITE MAP EXHIBIT 2

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

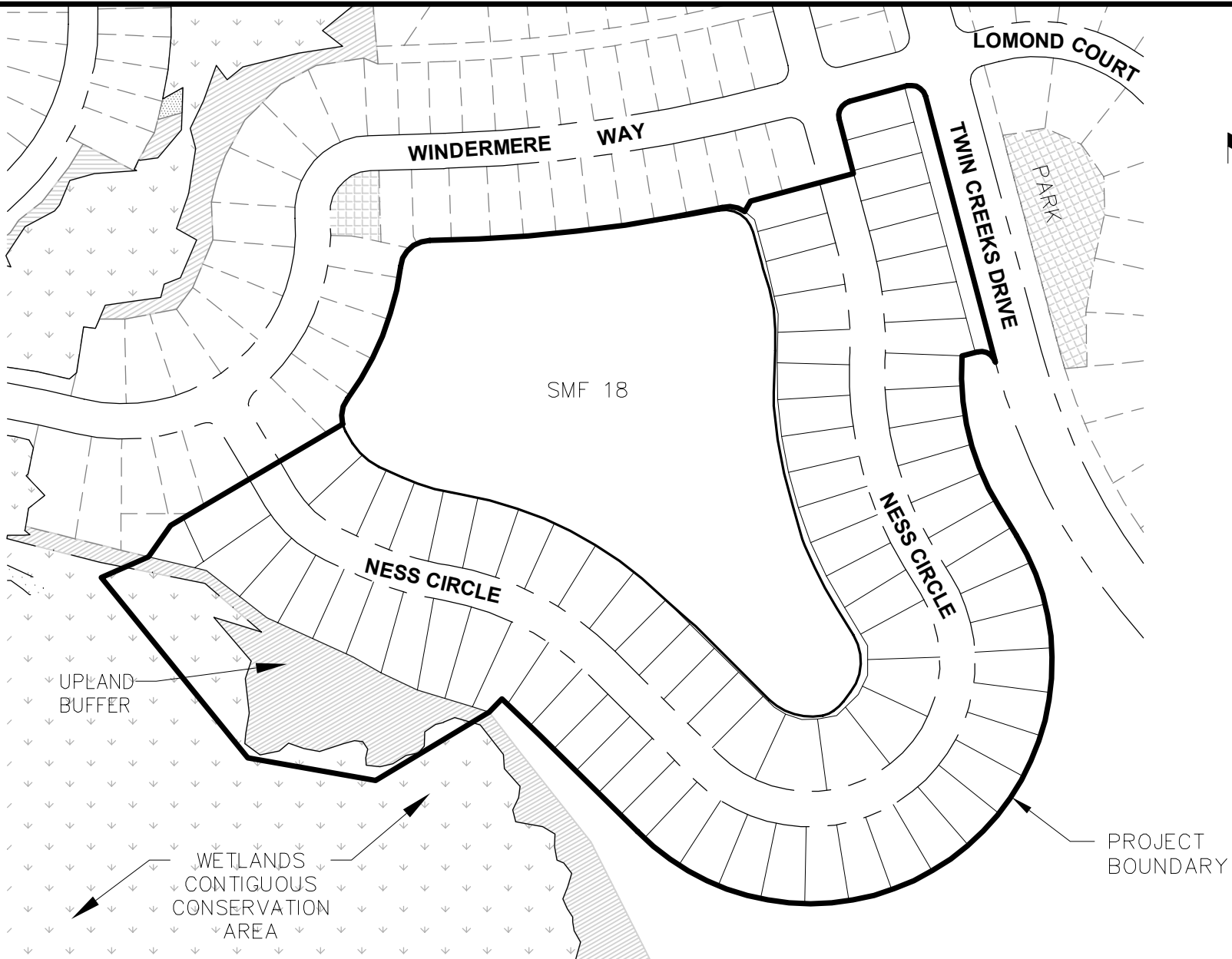
ETM NO. 17-348

DRAWN BY: S. Lockwood

DATE: April 1, 2020

DRAWING NO. 1





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

14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 CA - 00002584 LC - 0000316

**BEACON LAKE PHASE 2B - SITE MAP  
 EXHIBIT 3**

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

ETM NO. 17-348

DRAWN BY: S. Lockwood

DATE: April 1, 2020

DRAWING NO. 1

## Meadow View at Twin Creek Community Development District

### EXHIBIT 4

#### Master Project Lot Table (approximate widths) <sup>1</sup>

Phase / Lot size <sup>1</sup>	24'	29'	43'	53'	63'	73'	Total
Phase 1			86	111	65	40	302
Phase 2			117	48	75	26	266
Phase 2B				79			79
Townhomes	116	80					196
Phase 3A <sup>3</sup>					31	103	134
Phase 3B			137			63	200
Phase 4			145	72	52	30	299
<b>Totals <sup>2</sup></b>	<b>116</b>	<b>80</b>	<b>485</b>	<b>310</b>	<b>223</b>	<b>262</b>	<b>1476</b>

**Notes:**

1. Lot width shown hereon are approximate and subject to further adjustment, when Phases are finalized and adjusted for construction. Lot width are as provided by Heartwood 23, LLC.
2. Twin Creeks PUD currently approved for 1400 single family units. However as part of the PUD there is a conversion table and letter from the St. Johns County Board of Commissioners, where muliti-family units are converted as 0.614 single family units. Therefore, based on the 196 Townhome Units x 0.614 = 120.34.  
Thus 196 - 120.34 = 76 additional units rounded to the nearest tenth.  
Therefore there are a total of 1400 + 76 units for a total of 1476 units.
3. The 73' wide lots located in Phase 3A are in close proximity to the District's primary recreational lake and in close proximity to the Community Garden and Park. It is also the intent of the CDD to provide a soft gate for these lots, for the foregoing reasons they are deemed, by the CDD, to be provided with a higher benefit from the CDD.

## Meadow View at Twin Creek Community Development District

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

#### EXHIBIT 5

Facility	Funded by:	Constructed by:	Maintenance Entity	Final Ownership
Collector Road / Loop Road	CDD	CDD	St. Johns County	St. Johns County
Local Roadways	CDD	CDD	CDD	CDD
Storm Water System	CDD	CDD	CDD	CDD
Utilities (Water, Sewer and Reuse)	CDD	CDD	St. Johns County Utility Department	St. Johns County Utility Department
Entry Feature and Signage	CDD	CDD	CDD	CDD
Project Landscaping / Irrigation / Hardscape / Fencing / Street Trees / Mail Boxes	CDD	CDD	CDD	CDD
Electric (underground) *	Developer / FPL	CDD / FPL	FPL	FPL
Street Lighting	CDD	CDD	CDD	CDD
Wetland Mitigation	CDD	CDD	CDD	CDD

**Note:**

\* As shown in the Table above the CDD will fund the cost in order to install the electrical power mains below grade. The electric utility company, Florida Power & Light (FPL) will own, operate and maintain all of the electrical mains and the associated electrical equipment. These electrical mains, electrical system and electrical equipment are not part of the District's Master Project. However, installation of electrical conduits may be paid by the CDD and reimbursed by the developer.

## Beacon Lake Phase 2B and other Phases as listed below

### EXHIBIT 6

#### Opinion of Probable Cost (Anticipated 2020 Project)

Meadow View at Twin Creeks Community Development District

Revised date: April 21, 2020

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

No.	Item	Estimated Amount
1	Roadway Infrastructure	\$ 790,000
2	Storm Water System and Earthworks	\$ 1,450,000
3	Master Utility System	\$ -
4	Entry Feature and Signage	\$ 60,000
5	Neighborhood Parks and Recreation	\$ -
6	Landscape, Irrigation, Fencing & Street Trees	\$ 180,000
7	Street Lights	\$ 125,000
8	Wetland Mitigation / Enhancement	\$ 35,000
9	Subtotal	\$ 2,640,000
10	Contingency - 15%	\$ 396,000
11	<b>Total Items 9 - 10</b>	<b>\$ 3,036,000</b>

#### Additional Improvements - Beacon Lake Phases 2, 3A, and Townhomes<sup>3</sup>

12	Beacon Lake Phase 2 - Hardscape / Landscape	\$ 2,500,000
13	Beacon Lake Phase 3A - Hardscape / Landscape	\$ 2,500,000
14	Beacon Lake Townhomes - Hardscape / Landscape	\$ 2,500,000
15	<b>Total Items 12 - 15</b>	<b>\$ 7,500,000</b>
16	<b>Grand Total - Items 11 and 15</b>	<b>\$ 10,536,000</b>
17	<b>Developer Advance Funded Items<sup>4&amp;5</sup></b>	<b>\$ 7,260,635</b>
18	<b>Balance to Complete (Item 16 minus Item 17).</b>	<b>\$ 3,275,365</b>



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

14775 Old St. Augustine Rd., Jacksonville, Fl. 32258  
Phone (904) 642-8990 Reg No: 2584

Lockwoods@etmcinc.com (904) 265-3163

#### Notes:

1. This Opinion has been performed prior to final design and is subject to change and further refinement with updated Engineering design and / or agency review comments and approval.
2. This Opinion does not include: Impact fees, utility connection fees, cable, gas, electrical, or excessive unsuitable material.
3. Information provided by Developer (Heartwood 23, LLC).
4. Meadow View Funding Request Information provided by GMS. Dates of CFR 1-8 12-5-2019 through 3-18-2020.
5. Items 11 and 15 have been constructed by the District Expected to be funded by 2020 Bonds as "2020 Project".

**EXHIBIT 7**  
**Updated Opinion of Probable Cost - Master Project (Table 1) <sup>1</sup>**  
**Meadow View at Twin Creeks Community Development District**  
**Date: April 16, 2020**

<b>Table 1 - Taken from First Supplemental Engineer's Report <sup>1</sup></b>	
Infrastructure Improvement	Total Cost
Master Project <sup>1</sup>	\$ <b>94,133,970.88</b>

<b>Table 2 - Bonds issued and projection of future bonds <sup>5</sup></b>	
Infrastructure Improvement	Total Cost
2016 Bonds - P1, Amenity	\$ 19,000,000.00
2018 Bonds - P2, Townhomes	\$ 14,796,303.00
2019 Bonds - P3A, Twin Creek Ext	\$ 7,309,498.00
2020 Bond - P2B and other Phases <sup>7</sup>	\$ 10,536,000.00
Future Bond - P3B	\$ 17,030,929.81
Future Bond - P4	\$ 25,461,240.07
<b>Grand Total</b>	<b>\$ 94,133,970.88</b>

**NOTE:**

1. Phase 1 Budget, Future Phases and Overall Project amounts taken from Table 1 from the Meadow View at Twin Creeks CDD First Supplemental Engineer's Report for Master Infrastructure - Phase 1 and Future Phases - Capital Improvement Plan - 10-6-16 by Scott Land, P.E. (ETM).
3. This Opinion has been performed prior to final design and is subject to change and further refinement with updated Engineering design and / or agency review comments and approval.
4. This Opinion does not include: Impact fees, utility connection fees, cable, gas, electrical or excessive unsuitable material.
5. Information Provided by Developer (Heartwood 23, LLC) and GMS.
6. Phase 2 was divided into two Phases (Phase 2A and Phase 2C).
7. Only a portion of these cost will be funded by 2020 Bonds. Cost not so funded are eligible to be funded by future bonds, Other cost in the CIP are also eligible to be funded by the 2020 Bonds.



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## Meadow View at Twin Creek Community Development District

**EXHIBIT 8**

Revised Date: April 1, 2020

### Summary of Civil Sitework Regulatory Review

Phase / Portion of Project	Permit	Agency	Status	Approved Date	Expiration Date
Beacon Lake - Phase 1	SJRWMD Master Mitigation 99121-1	SJRWMD	Expired	7/11/2006	7/11/2013
Beacon Lake - Phase 1	SJRWMD Extension 99121-1	SJRWMD	Expired	5/7/2013	7/11/2015
Beacon Lake - Phase 1	SJRWMD ERP 99121-9	SJRWMD	Issued	10/6/2015	10/6/2020
Beacon Lake - Phase 1	ACOE Permit SAJ 2004-08517	ACOE	Issued	9/13/2014	9/13/2020
Beacon Lake - Phase 1	SJC DRC SUBCON 2015-11	St. Johns County (SJC)	Issued	12/12/2016	12/12/2021
Beacon Lake - Phase 1	FDEP Water 0232940-066-DSGP	FDEP	Issued	9/22/2016	9/21/2021
Beacon Lake - Phase 1	FDEP Sewer 0014021-439-DWC	FDEP	Issued	10/18/2016	10/17/2021
Beacon Lake - Amenity Center	SJRWMD ERP 99121-29	SJRWMD	Issued	2/22/2017	12/7/2021
Beacon Lake - Amenity Center	SJC DRC COMM 2017-17	St. Johns County (SJC)	Issued	12/14/2017	12/14/2020
Beacon Lake - Amenity Center	FDEP Water 0232940-068-DSGP	FDEP	Issued	5/16/2017	5/15/2022
Beacon Lake - Amenity Center	FDEP Sewer - 0014021-461-DWC	FDEP	Issued	5/16/2017	5/15/2022
Beacon Lake - Phase 2	SJRWMD ERP	SJRWMD	Issued	11/9/2018	11/9/2023
Beacon Lake - Phase 2	SJC DRC SUBCON 2018-17	St. Johns County (SJC)	Issued	12/27/2018	12/27/2021
Beacon Lake - Phase 2	FDEP Water 0128650-146-DSGP	FDEP	Issued	9/10/2018	9/9/2023
Beacon Lake - Phase 2	FDEP Sewer 0014021-506-DWC	FDEP	Issued	9/10/2018	9/9/2023
Beacon Lake - Townhomes	SJRWMD ERP 99121-37	SJRWMD	Issued	10/18/2018	10/18/2023
Beacon Lake - Townhomes	SJC DRC SUBCON 2018-16	St. Johns County (SJC)	Issued	12/5/2018	12/5/2021
Beacon Lake - Townhomes	FDEP Water 0128650-151-DSGP	FDEP	Issued	11/15/2018	11/14/2023
Beacon Lake - Townhomes	FDEP Sewer 0014021-511-DWC	FDEP	Issued	11/28/2018	11/27/2023

## Meadow View at Twin Creek Community Development District

### EXHIBIT 8

Revised Date: April 1, 2020

#### Summary of Civil Sitework Regulatory Review

Beacon Lake - Phase 3A	SJRWMD ERP 99121-43	SJRWMD	Issued	6/18/2019	6/18/2024
Beacon Lake - Phase 3A	SJC DRC SUBCON 2019-07	St. Johns County (SJC)	Issued	6/7/2019	6/7/2022
Beacon Lake - Phase 3A	FDEP Water - 0232940-078-DSGP	FDEP	Issued	5/10/2019	5/9/2024
Beacon Lake - Phase 3A	FDEP Sewer - 00143628-343-DWC	FDEP	Issued	5/10/2019	5/9/2024
Beacon Lake - Phase 2B	SJRWMD ERP -2019-17	SJRWMD	Issued	7/1/2019	7/1/2022
Beacon Lake - Phase 2B	SJC DRC SUBCON - 2019-17	St. Johns County (SJC)	Issued	7/1/2019	7/1/2022
Beacon Lake - Phase 2B	FDEP Water 0232940-080-DSGP	FDEP	Issued	5/26/2019	5/25/2024
Beacon Lake - Phase 2B	FDEP Sewer 0014021-523-DWC	FDEP	Issued	5/26/2019	5/25/2024

# APPENDIX



# Meadow View at Twin Creeks Community Development District

## Legal Description

### APPENDIX – EXHIBIT 9

Parcel 2A

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

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

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

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

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

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

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

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

Parcel 2a Containing 532.20 Acres, More Or Less.

Less And Except

Exception No. 1

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

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

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

Further Less And Except

Exception No. 2

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

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

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

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

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

#### Parcel 2B

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

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



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

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

Parcel 2b Containing 123.80 Acres, More Or Less.

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

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

Pond Easement Containing 5.72 Acres, More Or Less

*D.*

*E.*

## **RESOLUTION 2020-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS IN ONE OR MORE SERIES (THE "BONDS"); DETERMINING CERTAIN DETAILS OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIFTH SUPPLEMENTAL TRUST INDENTURE AND SIXTH SUPPLEMENTAL TRUST INDENTURE; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS; APPOINTING THE UNDERWRITER; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT TO THE BONDS AND AWARDING THE BONDS TO THE UNDERWRITER NAMED THEREIN PURSUANT TO THE PARAMETERS SET FORTH IN THIS RESOLUTION; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND ITS USE BY THE UNDERWRITER IN CONNECTION WITH THE OFFERING FOR SALE OF THE BONDS AND APPROVING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; AUTHORIZING THE EXECUTION AND DELIVERY OF CONTINUING DISCLOSURE AGREEMENTS; PROVIDING FOR THE APPLICATION OF BOND PROCEEDS; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; MAKING CERTAIN DECLARATIONS; APPOINTING A TRUSTEE; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

**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 was created for the purpose of financing and managing the acquisition, construction, installation, maintenance, and operation of community development facilities, services, and improvements within and without the boundaries of the District, to consist of, among other things, roadway improvements, stormwater management facilities, wetland mitigation, lift stations, utility improvements, entry features/signage, landscaping/hardscaping improvements, recreation improvements, neighborhood improvements, and other improvements permitted by the Act (the “Capital Improvement Program”); and

**WHEREAS**, the District duly adopted Resolution No. 2016-22 on March 17, 2016 (the “Initial Resolution”), authorizing, among other things, the issuance in one or more series of not to exceed \$100,000,000 aggregate principal amount of its Special Assessment Bonds; and

**WHEREAS**, the District has determined to issue its Meadow View at Twin Creeks Community Development District Special Assessment Bonds, in one or more series, (the “Bonds”), for the purpose, among other things, of providing funds for the payment of the costs of a portion of the District’s Capital Improvement Program (the “Project”); and

**WHEREAS**, there has been submitted to this meeting with respect to the issuance and sale of the Bonds and submitted to the Board:

(i) a form of Fifth Supplemental Trust Indenture (“Fifth Supplement”), between U.S. Bank National Association, as Trustee (the “Trustee”) and the District attached hereto as **Exhibit A**; and

(ii) a form of Sixth Supplemental Trust Indenture (“Sixth Supplement”), between U.S. Bank National Association, as Trustee (the “Trustee”) and the District attached hereto as **Exhibit B**; and

(iii) a form of Bond Purchase Contract with respect to the Bonds between MBS Capital Markets, LLC (the “Underwriter”) and the District attached hereto as **Exhibit C** (the “Bond Purchase Contract”), together with the form of disclosure statements attached to the Bond Purchase Contract in accordance with Section 218.385, Florida Statutes; and

(iv) the form of Preliminary Limited Offering Memorandum attached hereto as **Exhibit D** (the “Preliminary Limited Offering Memorandum”); and

(v) the forms of Continuing Disclosure Agreements (collectively, the “Continuing Disclosure Agreements”), each by and among the District, Heartwood 23, LLC (the “Developer”), and a dissemination agent to be named by the Chair or Vice Chair as provided herein, attached hereto as **Exhibit E**; and

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

**Section 1. Authorization, Designation and Principal Amount of the Bonds.** There are hereby authorized and directed to be issued the Bonds, in the aggregate principal amount of not to exceed \$10,000,000, for the purposes, among others, of providing funds for the payment of the costs of the Project. The purchase price of the Bonds shall be received and receipted by the District, or the Trustee on behalf of the District, and the Trustee shall apply the proceeds of the Bonds as set forth in the Master Trust Indenture between the District and the Trustee, as supplemented by the Fifth Supplement or Sixth Supplement, as applicable (collectively, the "Indenture").

**Section 2. Designation of Attesting Members.** The Chair or the Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the absence of either or the inability to act of either, the Vice Chair or Assistant Secretaries and members of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chair or Vice Chair of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

**Section 3. Details of the Bonds.** The District hereby determines that the Bonds shall be dated, have such interest payment dates, have such maturities, have such redemption provisions and bear interest at such rates, all as provided in the Indenture.

**Section 4. Trust Indenture.** The District hereby approves and authorizes the execution by the Chair or any Designated Member and the Secretary and the delivery of the Fifth Supplement and Sixth Supplement in substantially the forms thereof attached hereto as **Exhibits A and B**, respectively, with such changes therein as shall be approved by the Chair 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 forms of Fifth Supplement and Sixth Supplement attached hereto.

**Section 5. Appointment of Underwriter; Negotiated Sale.** MBS Capital Markets, LLC is hereby appointed the underwriter of the Bonds (the "Underwriter"). The Bonds shall be sold by a negotiated sale to the Underwriter. It is hereby determined by the District that a negotiated sale of the Bonds to the Underwriter will best effectuate the purposes of the Act, is in the best interest of the District and is necessitated by, in general, the characteristics of the issue and prevailing market conditions and specifically, the following additional reasons: (i) because of the complexity of the financing structure of the Bonds and the institutional market for unrated securities such as the Bonds, it is desirable to sell the Bonds pursuant to a negotiated sale so as to have an underwriter involved from the outset of the financing to assist in these matters; (ii) because of changing market conditions for tax-exempt bonds and the necessity of being able to adjust the terms of the Bonds, it is in the best interests of the District to sell the Bonds by a negotiated sale; (iii) the Underwriter has participated in structuring the issuance of the Bonds and can assist the District in attempting to obtain the most attractive financing for the District; and

(iv) the District will not be adversely affected if the Bonds are not sold pursuant to a competitive sale.

#### **Section 6. Bond Purchase Contract.**

(i) The District hereby approves the form of the Bond Purchase Contract submitted by the Underwriter and attached as **Exhibit C** hereto, and the sale of the Bonds by the District upon the terms and conditions to be set forth in the Bond Purchase Contract and in compliance with (ii) below are hereby approved. Provided the provisions of subparagraph (ii) have been complied with, the Chair or a Designated Member are each hereby authorized, acting individually, to execute the Bond Purchase Contract and to deliver the Bond Purchase Contract to the Underwriter. The Bond Purchase Contract shall be in substantially the form of the Bond Purchase Contract attached hereto as **Exhibit C** with such changes, amendments, modifications, omissions and additions as may be approved by the Chair or the Designated Member. The disclosure statements of the Underwriter as required by Section 218.385, Florida Statutes, to be delivered to the District prior to the execution of the Bond Purchase Contract, a copy of which is attached as an exhibit to the Bond Purchase Contract will be entered into the official records of the District. Execution by the Chair or a Designated Member of the Bond Purchase Contract shall be deemed to be conclusive evidence of approval of such changes;

(ii) Receipt by the Chair of a written offer to purchase the Bonds by the Underwriter substantially in the form of the Bond Purchase Contract, said offer to provide for, among other things, (A) the issuance of not exceeding \$10,000,000 initial aggregate principal amount of Bonds at an interest rate of not to exceed the rate computed by adding 300 basis points to the Bond Buyer "20 Bond Index" published immediately preceding the first day of the calendar month in which the Bonds are sold, (B) a price of not less than 98%, excluding underwriter's discount of the par amount of the Bonds, and (C) the final maturity of the Bonds shall not be later than May 1, 2052.

**Section 7. Preliminary Limited Offering Memorandum; Final Limited Offering Memorandum.** The District hereby authorizes and approves the distribution and use of the Preliminary Limited Offering Memorandum in substantially the form submitted to this meeting and attached hereto as **Exhibit D** in connection with the limited offering for sale of the Bonds. The preparation of a final Limited Offering Memorandum is hereby approved and the Chair or any Designated Member is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Bonds, and upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Bonds. The Limited Offering Memorandum shall be substantially in the form as the Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Designated Member as necessary to conform to the details of the Bonds, the Bond Purchase Contract and such other insertions, modifications and changes as may be approved by the Chair or Designated Member. The execution and delivery of the Limited Offering Memorandum by the Chair shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Limited



Offering Memorandum and the information contained therein in connection with the offering and sale of the Bonds. The District hereby authorizes the Chair or a Designated Member to deem “final” the Preliminary Limited Offering Memorandum except for permitted omissions all within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 and to execute a certificate in that regard.

**Section 8. Continuing Disclosure.** The District does hereby authorize and approve the execution and delivery of Continuing Disclosure Agreements by the Chair or a Designated Member substantially in the forms presented to this meeting and attached hereto as **Exhibit E** with a dissemination agent and the Developer. The Continuing Disclosure Agreements are being executed by the District in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5). The Chair or the Chair’s designee is hereby delegated the authority to appoint an initial dissemination agent to perform the duties required under the Continuing Disclosure Agreements.

**Section 9. Appointment of Trustee.** U.S. Bank National Association (“U.S. Bank”) is hereby appointed to serve as Trustee, Paying Agent, Registrar and Authenticating Agent under the Indenture.

**Section 10. Application of Bond Proceeds.** The proceeds of the Bonds shall be applied as provided in the Indenture.

**Section 11. Further Official Action; Ratification of Prior and Subsequent Acts.** The Chair, the Secretary and each member of the Board of Supervisors of the District and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Bonds, any documents required in connection with implementation of a book-entry system of registration, any agreements with the Developer and any agreements in connection with maintaining the exclusion of interest on the Bonds from gross income of the holders thereof) 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 Chair 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 or any Assistant 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. The Chair or any Designated Member may, among other things, authorize the change of the date of any document accompanying this Resolution as an exhibit or incorporate the information and details related to the sale and pricing of the Bonds including any required changes to the District engineer’s report or its assessment methodology. Execution by the Chair or a Designated Member of such document shall be deemed to be conclusive evidence of approval of such change of date or the incorporation of information and details relating to the sale and pricing of the Bonds. 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 12. 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 13. Inconsistent Proceedings.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

**Section 14. Engineer's Report.** The Board hereby approves of changes to the Engineer's Report previously approved by the Board and also authorizes further revisions and supplements to the Engineer's Report with respect to the marketing and sale of the Bonds relating to the Project.

**Section 15. Assessment Methodology Report.** The Board authorizes further modifications and supplements to the Assessment Methodology Report previously approved by the Board to conform such report to the marketing and sale of the Bonds.

**Section 16. Ratification of Initial Resolution.** Except to the extent hereby modified, the Initial Resolution of the District is hereby ratified, confirmed and approved in all respects.

**Section 17. Open Meetings.** It is found and determined that all formal actions of the District concerning and relating to the adoption of this Resolution were taken in an open meeting of the members of the Board of Supervisors of the District and that all deliberations of the members of the Board of Supervisors of the District which resulted in such formal action were taken in meetings open to the public, in full compliance with all legal requirements.

**Section 18. Effective Date.** This Resolution shall take effect immediately upon its adoption.

[End of Resolution – Signature page to follow]

**PASSED** in Public Session of the Board of Supervisors of Meadow View at Twin Creeks Community Development District, this 23rd day of April, 2020.

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

Attest:

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Secretary,  
Board of Supervisors

---

Chair,  
Board of Supervisors

**EXHIBIT A**

**FORM OF FIFTH SUPPLEMENT**

**EXHIBIT B**

**FORM OF SIXTH SUPPLEMENT**

**EXHIBIT C**

**FORM OF BOND PURCHASE CONTRACT**

**EXHIBIT D**

**PRELIMINARY LIMITED OFFERING MEMORANDUM**

**EXHIBIT E**  
**FORMS OF CONTINUING DISCLOSURE AGREEMENTS**



*1.*

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FIFTH SUPPLEMENTAL TRUST INDENTURE

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BETWEEN

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

---

Dated as of May 1, 2020

---

Authorizing and Securing

\$[\_\_\_\_\_]

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
(St. Johns County, Florida)  
Special Assessment Bonds, Series 2020A-1

and

\$[\_\_\_\_\_]

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
(St. Johns County, Florida)  
Special Assessment Bonds, Series 2020A-2

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THIS FIFTH SUPPLEMENTAL TRUST INDENTURE dated as of May 1, 2020 (the “Fifth Supplemental Indenture”) between **MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT** (the “Issuer” or the “District”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association having the authority to exercise corporate trust powers, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust (said bank and any bank or trust company becoming successor trustee under this Fifth Supplemental Indenture being hereinafter referred to as the “Trustee”);

**W I T N E S S E T H:**

**WHEREAS**, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”) and Ordinance No. 2016-11 of the Board of County Commissioners of St. Johns County, Florida (the “County”), enacted on March 1, 2016, and effective on March 7, 2016, for the purpose, among other things, of financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

**WHEREAS**, the premises governed by the Issuer (referred to herein as the “District Lands”) are described more fully in Exhibit A to the Master Trust Indenture dated as of November 1, 2016 (the “Master Indenture”), between the District and the Trustee, and currently consists of approximately 630.22 acres of land located entirely within the County; and

**WHEREAS**, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

**WHEREAS**, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure and associated professional fees and incidental costs related thereto pursuant to the Act for the special benefit of the District Lands (as further described in Exhibit B to the Master Indenture, the “Capital Improvement Program”); and

**WHEREAS**, the Board of Supervisors of the Issuer (the “Board”) duly adopted Resolution No. 2016-22 on March 17, 2016, authorizing, among other things, the issuance, in one or more series, of not to exceed \$100,000,000 aggregate principal amount of its Meadow View at Twin Creeks Community Development District Special Assessment Bonds in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Capital Improvement Program; and

**WHEREAS**, the District's Resolution 2020-04 was duly adopted by the Board on April 23, 2020, authorizing, among other things, the sale of its Special Assessment Bonds, in one or more Series, and the District has determined to issue its Special Assessment Bonds, Series 2020A-1 (the "Series 2020A-1 Bonds") and its Special Assessment Bonds, Series 2020A-2 (the "Series 2020A-2 Bonds" and, together with the Series 2020A-1 Bonds, the "Series 2020A Bonds") which are issued hereunder, as one Series of Bonds under, and as defined in, the Master Indenture, and has authorized the execution and delivery of this Fifth Supplemental Indenture to secure the issuance of the Series 2020A Bonds and to set forth the terms of the Series 2020A Bonds; and

**WHEREAS**, simultaneously with the issuance of the Series 2020A Bonds, the District is issuing its Meadow View at Twin Creeks Community Development District Special Assessment Bonds, Series 2020A-3 (the "Series 2020A-3 Bonds"), which are separately secured and issued as a single, separate Series of Bonds under the Master Indenture pursuant to a Sixth Supplemental Trust Indenture dated as of May 1, 2020, between the District and the Trustee; and

**WHEREAS**, the District will apply the proceeds of the Series 2020A Bonds to: (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2020A Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2020A Bonds; (iii) make deposits into the Series 2020A-1 Debt Service Reserve Account and into the Series 2020A-2 Debt Service Reserve Account which accounts will be held jointly for the benefit of all of the Series 2020A Bonds, without privilege or priority of one Series 2020A Bond over another; and (iv) pay the interest to become due on the Series 2020A Bonds on November 1, 2020, May 1, 2021, and November 1, 2021; and

**WHEREAS**, the Series 2020A Bonds will be secured by a pledge of the Pledged Revenues (as hereinafter defined) to the extent provided herein, which Pledged Revenues consist primarily of the Series 2020A Special Assessments (as hereinafter defined) levied on the Series 2020A Lands; and

**NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH**, that to provide for the issuance of the Series 2020A Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2020A Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2020A Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to the Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2020A Bonds issued hereunder and any other amounts owed hereunder, and any Bonds issued on a parity with the Series 2020A Bonds, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

**TO HAVE AND TO HOLD** the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture.

**IN TRUST NEVERTHELESS**, for the equal and ratable benefit and security of all present and future Owners of the Series 2020A Bonds issued and to be issued under this Fifth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Fifth Supplemental Indenture) of any one Series 2020A Bond over any other Series 2020A Bond, all as provided in the Indenture (as hereinafter defined), and any Bonds issued on a parity with the Series 2020A Bonds.

**PROVIDED, HOWEVER**, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2020A Bonds issued, and any Bonds issued on a parity with the Series 2020A Bonds, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2020A Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Fifth Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Fifth Supplemental Indenture to be and remain in full force and effect.

## **ARTICLE I**

### **DEFINITIONS**

In this Fifth Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Acquisition Agreement” shall mean that certain Acquisition Agreement (Master Project), dated November 3, 2016, by and between the District and the Developer.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate of the Issuer, dated May [\_\_\_], 2020, relating to certain restrictions on arbitrage under the Code.

“Assessment Methodology” “Assessment Methodology” shall mean, collectively, the (i) Second Revised Master Special Assessment Methodology Report dated September 20, 2018 and (ii) the **[Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2020A-1 and A-2 dated [\_\_\_\_\_, \_\_], 2020]**, including, without limitation, all exhibits and appendices thereto.

“Assessment Resolutions” shall mean Resolution Nos. 2018-03, 2018-07 and 2020-[\_] of the Issuer adopted August 16, 2018, September 20, 2018, and May [\_], 2020, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2020A Bonds, \$5,000 or any integral multiple thereof; provided however, that the Series 2020A Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000.

“Collateral Assignment” shall mean the Collateral Assignment and Assumption Agreement (2016 Bonds) dated November 3, 2016, as amended by the 2020 Amendment to Collateral Assignment and Assumption Agreement (2016 Bonds) dated May [\_], 2020, each by the Developer in favor of the Issuer.

“Completion Agreement” shall mean the Completion Agreement (2016 Bonds) dated November 3, 2016, as amended by the 2020 Amendment to Completion Agreement (2016 Bonds) dated May [\_], 2020, each by and between the District and the Developer, as such agreement may be modified from time to time.

“Declaration of Consent” shall mean the Declaration of Consent to Jurisdiction of Meadow View at Twin Creeks Community Development District and to Imposition of Special Assessments, dated May [\_], 2020 delivered by the Developer.

“Designated Member” shall mean, in the case of the absence or inability of the Chair to act, the Vice Chair, Secretary, or any Assistant Secretary.

“Developer” shall mean Heartwood 23, LLC, a Florida limited liability company, and any affiliate or any entity which succeeds to its interests and assumes any or all of the responsibilities of said entity, as the developer of the District Lands.

“District Manager” shall mean the person or entity serving as the Issuer’s District Manager from time to time. The initial District Manager shall be Governmental Management Services, LLC.

“Engineer’s Report” shall mean the Engineer’s Report, Capital Improvement Plan, dated March 17, 2016, as modified by the First Supplemental Engineer’s Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan, dated October 6, 2016 (together, “Master Engineer’s Report”) and the Third Supplemental Engineer’s Report for Series 2020 Projects, dated [\_\_\_\_\_, \_], 2020, all prepared by England, Thims & Miller, Inc., as amended and supplemented to date.

“Indenture” shall mean, collectively, the Master Indenture and this Fifth Supplemental Indenture.



“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing November 1, 2020.

“Paying Agent” shall mean the Trustee, and its successors and assigns as Paying Agent hereunder.

“Pledged Revenues” shall mean, with respect to the Series 2020A Bonds (a) all revenues received by the Issuer from the Series 2020A Special Assessments levied and collected on the Series 2020A Lands, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020A Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020A Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (A) any revenues received by the District in connection with Special Assessments levied to secure the Series 2020A-3 Bonds, (B) any moneys transferred to the Rebate Fund, or investment earnings thereon and (C) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

“Redemption Date” shall mean each February 1, May 1, August 1 and November 1.

“Registrar” shall mean the Trustee, and its successors and assigns as Registrar hereunder.

“Resolution” shall mean, collectively, Resolution 2016-22 of the Issuer adopted on March 17, 2016, as supplemented by Resolution 2020-04 of the Issuer adopted on April 23, 2020.

“Series 2020A Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Fifth Supplemental Indenture.

“Series 2020A Costs of Issuance Subaccount” shall mean the Subaccount so designated, established as a separate Subaccount within the Series 2020A Acquisition and Construction Account pursuant to Section 4.01(a) of this Fifth Supplemental Indenture.

“Series 2020A Lands” shall mean that portion of the District Lands subject to the lien of the Series 2020A Special Assessments.

“Series 2020A Project” shall mean the portion of the Capital Improvement Program financed with proceeds of the Series 2020A Bonds, which is anticipated to include, but not be limited to, the improvements described in the Engineer’s Report.

“Series 2020A Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Fifth Supplemental Indenture.

“Series 2020A Special Assessments” shall mean, collectively, the Series 2020A-1 Special Assessments and the Series 2020A-2 Special Assessments.

“Series 2020A-1 Bond Redemption Fund” shall mean the Series 2020A-1 Bond Redemption Fund established pursuant to Section 4.01(g) of this Fifth Supplemental Indenture.

“Series 2020A-1 Debt Service Reserve Account” shall mean the Account so designated, established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Fifth Supplemental Indenture.

“Series 2020A-1 Debt Service Reserve Requirement” shall mean, on the date of initial issuance of the Series 2020A-1 Bonds, an amount equal to thirty percent (30%) of the maximum annual Debt Service Requirement for the Series 2020A-1 Bonds (\$\_\_\_\_\_) (the “Minimum Debt Service Reserve Requirement”). Following the initial issuance of the Series 2020A-1 Bonds and until such time as the amounts on deposit in the Series 2020A-1 Debt Service Reserve Account equals fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2020A-1 Bonds (the “Maximum Debt Service Reserve Requirement”), the Series 2020A-1 Debt Service Reserve Requirement shall mean the amount on deposit in the Series 2020A-1 Debt Service Reserve Account which shall be an amount not less than the Minimum Debt Service Reserve Requirement and not greater than the Maximum Debt Service Reserve Requirement. At such time as the amounts on deposit in the Series 2020A-1 Debt Service Reserve Account first equals the Maximum Debt Service Reserve Requirement, the Series 2020A-1 Debt Service Reserve Requirement shall thereafter mean the Maximum Debt Service Reserve Requirement as calculated from time to time.

“Series 2020A-1 General Account” shall mean the Account so designated, established as a separate Account under the Series 2020A-1 Bond Redemption Fund pursuant to Section 4.01(g) of this Fifth Supplemental Indenture.

“Series 2020A-1 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Fifth Supplemental Indenture.

“Series 2020A-1 Prepayment” shall mean the payment by any owner of property of the amount of Series 2020A-1 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the “true-up” mechanism contained in the Assessment Resolutions. “Series 2020A-1 Prepayments” shall include, without limitation, Series 2020A-1 Prepayment Principal.

“Series 2020A-1 Prepayment Account” shall mean the Account so designated, established as a separate Account under the Series 2020A-1 Bond Redemption Fund pursuant to Section 4.01(g) of this Fifth Supplemental Indenture.

“Series 2020A-1 Prepayment Principal” shall mean the portion of a Series 2020A-1 Prepayment corresponding to the principal amount of Series 2020A-1 Special Assessments being prepaid.

“Series 2020A-1 Principal Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Fifth Supplemental Indenture.

“Series 2020A-1 Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Fifth Supplemental Indenture.

“Series 2020A-1 Special Assessments” shall mean the Special Assessments levied on the Series 2020A Lands, which assessments correspond in amount to the debt service on the Series 2020A-1 Bonds.

“Series 2020A-2 Bond Redemption Fund” shall mean the Series 2020A-2 Bond Redemption Fund established pursuant to Section 4.01(g) of this Fifth Supplemental Indenture.

“Series 2020A-2 Debt Service Reserve Account” shall mean the Account so designated, established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Fifth Supplemental Indenture.

“Series 2020A-2 Debt Service Reserve Requirement” shall mean an amount equal to thirty percent (30%) of the maximum annual Debt Service Requirement for the Series 2020A-2 Bonds as of any date of calculation as provided for herein, which initially is \$\_\_\_\_\_.

“Series 2020A-2 General Account” shall mean the Account so designated, established as a separate Account under the Series 2020A-2 Bond Redemption Fund pursuant to Section 4.01(g) of this Fifth Supplemental Indenture.

“Series 2020A-2 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Fifth Supplemental Indenture.

“Series 2020A-2 Prepayment” shall mean the payment by any owner of property of the amount of Series 2020A-2 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the “true-up” mechanism contained in the Assessment Resolutions. “Series 2020A-2 Prepayments” shall include, without limitation, Series 2020A-2 Prepayment Principal.

“Series 2020A-2 Prepayment Account” shall mean the Account so designated, established as a separate Account under the Series 2020A-2 Bond Redemption Fund pursuant to Section 4.01(g) of this Fifth Supplemental Indenture.

“Series 2020A-2 Prepayment Principal” shall mean the portion of a Series 2020A-2 Prepayment corresponding to the principal amount of Series 2020A-2 Special Assessments being prepaid.

“Series 2020A-2 Principal Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Fifth Supplemental Indenture.

“Series 2020A-2 Sinking Fund Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(e) of this Fifth Supplemental Indenture.

“Series 2020A-2 Special Assessments” shall mean the Special Assessments levied on the Series 2020A Lands, which assessments correspond in amount to the debt service on the Series 2020A-2 Bonds.

“Fifth Supplemental Indenture” shall mean this Fifth Supplemental Trust Indenture dated as of May 1, 2020 by and between the Issuer and the Trustee, as supplemented or amended.

“True-Up Agreement” shall mean the True-Up Agreement, between the District and the Developer, dated May [ ], 2020.

“Trustee” shall mean U.S. Bank National Association, a national banking association, and its successors and assigns.

“Uniform Method” shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the forms of Series 2020A Bonds), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

## ARTICLE II

### THE SERIES 2020A BONDS

SECTION 2.01. Amounts and Terms of Series 2020A Bonds; Issue of Series 2020A Bonds. No Series 2020A Bonds may be issued under this Fifth Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amounts of Series 2020A-1 Bonds and Series 2020A-2 Bonds that may be issued under this Fifth Supplemental Indenture is expressly limited to \$[\_\_\_\_\_] and \$[\_\_\_\_\_] , respectively. The Series 2020A-1 Bonds shall be numbered consecutively from RA1-1 and upwards. The Series 2020A-2 Bond shall be numbered RA2-1.

(b) Any and all Series 2020A Bonds shall be issued substantially in the form attached as **Exhibit C** to the Master Indenture, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution and this Fifth Supplemental Indenture. The Issuer shall issue the Series 2020A Bonds upon execution of this Fifth Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's written request, authenticate such Series 2020A Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2020A Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2020A Bonds shall be authenticated as set forth in the Master Indenture. No Series 2020A Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2020A Bonds.

(a) The Series 2020A-1 Bonds are being issued hereunder in order to provide funds to (i) pay a portion of the Costs of the Series 2020A Project, (ii) fund the Series 2020A-1 Debt Service Reserve Account, (iii) pay the costs of issuance of the Series 2020A-1 Bonds, and (iv) pay the interest to become due on the Series 2020A-1 Bonds on November 1, 2020, May 1, 2021, and November 1, 2021. The Series 2020A-1 Bonds shall be designated "Meadow View at Twin Creeks Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2020A-1," and shall be issued as fully registered bonds, without coupons, in Authorized Denominations.

(b) The Series 2020A-2 Bonds are being issued hereunder in order to provide funds to (i) pay a portion of the Costs of the Series 2020A Project, (ii) fund the Series 2020A-2 Debt Service Reserve Account, (iii) pay the costs of issuance of the Series 2020A-2 Bonds, and (iv) pay

the interest to become due on the Series 2020A-2 Bonds on November 1, 2020, May 1, 2021, and November 1, 2021. The Series 2020A-2 Bonds shall be designated "Meadow View at Twin Creeks Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2020A-2," and shall be issued as fully registered bonds without coupons, in Authorized Denominations.

(c) The Series 2020A Bonds shall be dated the date of original issuance thereof. Interest on the Series 2020A Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2020A Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2020, in which case from the date of original issuance of the Series 2020A Bonds, or unless the date of authentication thereof is between a Regular Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(d) Except as otherwise provided in Section 2.07 of this Fifth Supplemental Indenture in connection with a book-entry only system of registration of the Series 2020A Bonds, the principal or Redemption Price of the Series 2020A Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2020A Bonds. Except as otherwise provided in Section 2.07 of this Fifth Supplemental Indenture in connection with a book-entry only system of registration of the Series 2020A Bonds, the payment of interest on the Series 2020A Bonds shall be made on each Interest Payment Date to the Owners of the Series 2020A Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2020A Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2020A Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5<sup>th</sup>) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2020A Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such

rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 2.05. Debt Service on the Series 2020A Bonds.

(a) The Series 2020A-1 Bonds will mature on May 1 in the years, be issued in the principal amounts and bear interest at the rates per annum, subject to the right of prior redemption in accordance with their terms, as follows.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
	\$	%

(b) The Series 2020A-2 Bond will mature on May 1 in the year, be issued in the principal amount and bear interest at the rate per annum, subject to the right of prior redemption in accordance with its terms, as follows.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
	\$[_____]	%

(c) Interest on the Series 2020A Bonds will be computed in all cases on the basis of a 360-day year comprised of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2020A Bonds on the day before the default occurred.

SECTION 2.06. Disposition of Series 2020A Bond Proceeds. From the net proceeds of the Series 2020A Bonds received by the Trustee, which shall be \$\_\_\_\_\_ (reflecting the aggregate principal amount of the Series 2020A Bonds of \$\_\_\_\_\_ less an underwriter's discount of \$\_\_\_\_\_ retained by the purchaser of the Series 2020A Bonds);

(a) \$\_\_\_\_\_ from proceeds of the Series 2020A-1 Bonds, which is an amount equal to the Minimum Debt Service Reserve Requirement, shall be deposited in the Series 2020A-1 Debt Service Reserve Account of the Debt Service Reserve Fund, and \$\_\_\_\_\_ from proceeds of the Series 2020A-2 Bonds, which is an amount equal to the initial Series 2020A-2 Debt Service Reserve Requirement, shall be deposited in the Series 2020A-2 Debt Service Reserve Account of the Debt Service Reserve Fund; and

(b) \$\_\_\_\_\_ from proceeds of the Series 2020A-1 Bonds and \$\_\_\_\_\_ from proceeds of the Series 2020A-2 Bonds shall be deposited into the Series 2020A Costs of Issuance Subaccount of the Series 2020A Acquisition and Construction Account and applied to pay Costs of issuance of the Series 2020A Bonds; and

(c) \$\_\_\_\_\_ from proceeds of the Series 2020A-1 Bonds shall be deposited into the Series 2020A-1 Interest Account and applied to pay capitalized interest on the Series 2020A-1 Bonds on November 1, 2020, May 1, 2021, and November 1, 2021, and \$\_\_\_\_\_ from proceeds of the Series 2020A-2 Bonds shall be deposited into the Series 2020A-2 Interest Account and applied to pay capitalized interest on the Series 2020A-2 Bonds on November 1, 2020, May 1, 2021, and November 1, 2021 ; and

(d) \$\_\_\_\_\_, constituting all remaining proceeds of the Series 2020A Bonds, shall be deposited in the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund to be applied to pay Costs of the Series 2020A Project in accordance with Article V of the Master Indenture.

SECTION 2.07. Book-Entry Form of Series 2020A Bonds. The Series 2020A Bonds shall be issued as one fully registered bond per maturity of each series and deposited with The Depository Trust Company, New York, New York (“DTC”), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer shall enter into a letter of representations with DTC providing for such book-entry only system, in accordance with the provisions of Section 2.11 of the Master Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC within sixty (60) days of such termination and, in all instances, prior to the next Interest Payment Date, the Trustee will, at the expense of the Issuer, register and deliver to the Beneficial Owners replacement Series 2020A Bonds in the form of fully registered Series 2020A Bonds in accordance with the instructions from Cede & Co. While the Series 2020A Bonds are registered in book-entry only, presentation of the Series 2020A Bonds is not necessary for payment thereon.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2020A Bonds, and hereby appoints the Trustee, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. The Trustee hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints the Trustee as Paying Agent for the Series 2020A Bonds. The Trustee hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Conditions Precedent to the Issuance of the Series 2020A Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection



with the issuance of the Series 2020A Bonds, all the Series 2020A Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) Executed copies of the Master Indenture and this Fifth Supplemental Indenture;
- (c) With respect to the Series 2020A Bonds, in lieu of the opinions required by Sections 3.01(2) and 3.01(3) of the Master Indenture, the following opinions of counsel to the Issuer:

(2) An opinion of counsel to the Issuer, which shall be addressed only to the Issuer and Underwriter, substantially to the effect that: (i) the District has been duly established and validly exists as a community development district under the Act; (ii) the District has good right and lawful authority under the Act to undertake the Series 2020A Project being financed with the proceeds of the Series 2020A Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the Series 2020A Project; (iii) all proceedings undertaken by the District with respect to the Series 2020A Special Assessments have been in accordance with Florida law; (iv) the District has taken all action necessary to levy and impose the Series 2020A Special Assessments; (v) the Series 2020A Special Assessments are legal, valid and binding liens upon the property against which such Series 2020A Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid; and (vi) based on certificate of the Consulting Engineer, the Issuer has good right and lawful authority under the Act to undertake the Series 2020A Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body; and

(3) An opinion of counsel to the Issuer, and addressed to the Trustee, substantially to the effect that (a) the Series 2020A Bonds have been validly authorized and executed by the Issuer and when authenticated and delivered pursuant to the request of the Issuer will be valid obligations of the Issuer entitled to the benefit of the trust created hereby and will be enforceable in accordance with their terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity; (b) the Indenture has been duly and validly authorized, approved, and executed by the Issuer; (c) the Indenture (assuming due authorization, execution and delivery by the Trustee) constitute a binding

obligation of the Issuer, enforceable against the Issuer in accordance with its terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity;

(d) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2020A Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Fifth Supplemental Indenture;

(e) Executed copies of the Acquisition Agreement, Declaration of Consent, Collateral Assignment, Completion Agreement and True-Up Agreement; and

(f) Payment by the Developer of the Special Assessments securing the Issuer's Special Assessment Bonds, Series 2016B that are allocable to the Series 2020A Lands.

Delivery to the Trustee of the net proceeds from the issuance and sale of the Series 2020A Bonds is conclusive evidence of the satisfaction of the conditions precedent for authentication of the Series 2020A Bonds.

### **ARTICLE III**

#### **REDEMPTION OF SERIES 2020A BONDS**

SECTION 3.01. Redemption Dates and Prices. The Series 2020A Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2020A Bonds shall be made on the dates hereinafter required. If less than all the Series 2020A Bonds are to be redeemed pursuant to an optional redemption or an extraordinary mandatory redemption, the portions of the Series 2020A Bonds to be redeemed shall be selected as provided in Section 8.03 of the Master Indenture unless specifically provided herein. Partial redemptions of Series 2020A Bonds shall be made in such a manner that the remaining Series 2020A Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2020A Bond of each maturity.

(a) Optional Redemption. The Series 2020A-1 Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2031 (less than all Series 2020A-1 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2020A-1 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

The Series 2020A-2 Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2031 (less than all Series 2020A-2 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to

100% of the principal amount of Series 2020A-2 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

(b) Extraordinary Mandatory Redemption in Whole or in Part – Series 2020A-1 Bonds. The Series 2020A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020A-1 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2020A-1 Prepayments deposited into the Series 2020A-1 Prepayment Account of the Series 2020A-1 Bond Redemption Fund following the payment in whole or in part of Series 2020A-1 Special Assessments on any portion of the Series 2020A Lands in accordance with the provisions of Section 4.05(a) of this Fifth Supplemental Indenture, including any excess moneys transferred from the Series 2020A-1 Debt Service Reserve Account to the Series 2020A-1 Prepayment Account of the Series 2020A-1 Bond Redemption Fund resulting from such Series 2020A-1 Prepayment pursuant to Section 4.01(f)(ii) of this Fifth Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2020A Project, and so long as no Series 2020A-2 Bonds remain Outstanding, by application of moneys remaining in the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2020A Project, which has been transferred as specified in Section 4.01(a) hereof to the Series 2020A-1 General Account of the Series 2020A-1 Bond Redemption Fund, credited toward extinguishment of the Series 2020A-1 Special Assessments and applied toward the redemption of the Series 2020A-1 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2020A-1 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2020A Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2020A Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2020A-1 General Account of the Series 2020A-1 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2020A-1 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-1 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2020A Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2020A-1 General

Account of the Series 2020A-1 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2020A-1 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-1 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2020A Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2020A-1 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2020A-1 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Master Indenture.

(c) Extraordinary Mandatory Redemption in Whole or in Part – Series 2020A-2 Bonds. The Series 2020A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020A-2 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2020A-2 Prepayments deposited into the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund following the payment in whole or in part of Series 2020A-2 Special Assessments on any portion of the Series 2020A Lands in accordance with the provisions of Section 4.05(a) of this Fifth Supplemental Indenture, including any excess moneys transferred from the Series 2020A-2 Debt Service Reserve Account to the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund resulting from such Series 2020A-2 Prepayment pursuant to Section 4.01(f)(ii) of this Fifth Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2020A Project, by application of moneys remaining in the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2020A Project, which has been transferred as specified in Section 4.01(a) hereof to the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund, credited toward extinguishment of the Series 2020A-2 Special Assessments and applied toward the redemption of the Series 2020A-2 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2020A-2 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2020A Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore

the taken portion of the Series 2020A Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2020A-2 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-2 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2020A Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2020A-2 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-2 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2020A Project would not be economical or would be impracticable such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2020A-2 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2020A-2 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Master Indenture.

(d) Mandatory Sinking Fund Redemption – Series 2020A-1 Bonds. The Series 2020A-1 Bond maturing on May 1, 20\_\_, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
	\$		\$

\*

\* Final Maturity.

The Series 2020A-1 Bond maturing on May 1, 20\_\_, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
	\$		\$

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\* Final Maturity.

The Series 2020A-1 Bond maturing on May 1, 20\_\_, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
	\$		\$

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\* Final Maturity.

The Series 2020A-1 Bond maturing on May 1, 20\_\_, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\$

\$

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\* Final Maturity.

(e) Mandatory Sinking Fund Redemption – Series 2020A-2 Bonds. The Series 2020A-2 Bond maturing on May 1, 20\_\_, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2020A-2 Sinking Fund Account established under the Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
2020	\$		\$
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034		*	

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\* Final Maturity.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2020A Bonds under any provision of this Fifth Supplemental Indenture or directed to redeem Series 2020A Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2020A Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Master Indenture.

#### ARTICLE IV

**ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;  
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL  
ASSESSMENT LIENS**

SECTION 4.01.        Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the “Series 2020A Acquisition and Construction Account.” Proceeds of the Series 2020A Bonds shall be deposited into the Series 2020A Acquisition and Construction Account in the amount set forth in Section 2.06 of this Fifth Supplemental Indenture, together with any excess moneys transferred to the Series 2020A Acquisition and Construction Account, and such moneys in the Series 2020A Acquisition and Construction Account shall be applied as set forth in Article V of the Master Indenture and Sections 4.01(a), 3.01(b)(ii) and 3.01(c)(ii) of this Fifth Supplemental Indenture. After the Completion Date of the Series 2020A Project and after retaining in the Series 2020A Acquisition and Construction Account the amount, if any, of all remaining unpaid Costs of the Series 2020A Project set forth in the Consulting Engineer’s Certificate establishing such Completion Date, any funds remaining in the Series 2020A Acquisition and Construction Account shall first be transferred to and deposited into the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2020A-2 Bonds until no such Series 2020A-2 Bonds remain Outstanding and shall thereafter be transferred to and deposited into the Series 2020A-1 General Account of the Series 2020A-1 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2020A-1 Bonds, and the Series 2020A Acquisition and Construction Account shall be closed.

There is hereby established within the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund held by the Trustee a “Series 2020A Costs of Issuance Subaccount.” Amounts in the Series 2020A Costs of Issuance Subaccount shall be applied by the Trustee to pay the costs relating to the issuance of the Series 2020A Bonds. Six months after the date of issuance of the Series 2020A Bonds, any moneys remaining in the Series 2020A Costs of Issuance Subaccount which have not been requisitioned by the Issuer to pay costs relating to the issuance of the Series 2020A Bonds shall be deposited into the Series 2020A Acquisition and Construction Account and applied as set forth in Article V of the Master Indenture and Section 4.01(a) of this Fifth Supplemental Indenture, and the Series 2020A Costs of Issuance Subaccount shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish separate Accounts within the Revenue Fund designated as the “Series 2020A-1 Revenue Account” and the “Series 2020A-2 Revenue Account.” Series 2020A-1 Special Assessments (except for Series 2020A-1 Prepayments which shall be identified as such by the Issuer to the Trustee to be deposited in the Series 2020A-1 Prepayment Account) shall, as specified/identified by the Issuer, be deposited by the Trustee into the Series 2020A-1 Revenue Account and Series 2020A-2 Special Assessments (except for the Series 2020A-2 Prepayments which shall be identified as such by the Issuer to the Trustee to be deposited in the Series 2020A-2 Prepayment



Account) shall, as specified/identified by the Issuer, be deposited by the Trustee into the Series 2020A-2 Revenue Account which shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this Fifth Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish separate Accounts within the Debt Service Fund designated as the "Series 2020A-1 Principal Account" and the "Series 2020A-2 Principal Account." Moneys shall be deposited into such Accounts as provided in Article VI of the Master Indenture and Section 4.02 of this Fifth Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish separate Accounts within the Debt Service Fund designated as the "Series 2020A-1 Interest Account" and the "Series 2020A-2 Interest Account." Proceeds of the Series 2020A Bonds shall be deposited into such Accounts in the respective amounts set forth in Section 2.06 of this Fifth Supplemental Indenture. Moneys deposited into such Accounts pursuant to the Master Indenture and Section 4.02 of this Fifth Supplemental Indenture shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish separate Accounts within the Debt Service Fund designated as the "Series 2020A-1 Sinking Fund Account" and the "Series 2020A-2 Sinking Fund Account." Moneys shall be deposited into such respective Accounts as provided in Article VI of the Master Indenture and Section 4.02 of this Fifth Supplemental Indenture and applied for the purposes provided therein and in Sections 3.01(d) and 3.01(e) of this Fifth Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish Accounts within the Debt Service Reserve Fund designated as the "Series 2020A-1 Debt Service Reserve Account" and the "Series 2020A-2 Debt Service Reserve Account."

(i) Proceeds of the Series 2020A-1 Bonds and the Series 2020A-2 Bonds shall be deposited into the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account in the respective amounts set forth in Section 2.06(a) of this Fifth Supplemental Indenture, which accounts will be held jointly for the benefit of all of the Series 2020A Bonds, without privilege or priority of one Series 2020A Bond over another, and such moneys, together with any other moneys deposited into such Accounts pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f). On each March 15, June 15, September 15 and December 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amounts on deposit in the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account and transfer any excess therein (except for excess resulting from interest earnings as provided in Section 4.01(f)(iii) below and excess resulting from Prepayments as provided in Section 4.01(f)(ii) below) above the Maximum Debt Service Reserve Requirement and the Series 2020A-2 Debt Service Reserve Requirement, respectively, as

follows: (A) prior to the Completion Date of the Series 2020A Project, to the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund, and (B) on and after the Completion Date of the Series 2020A Project, such amounts shall be transferred to the Series 2020A-1 Revenue Account or Series 2020A-2 Revenue Account, as applicable.

(ii) Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2020A-1 Special Assessment or a Series 2020A-2 Special Assessment against such lot or parcel as provided in Section 4.05(a) of this Fifth Supplemental Indenture, the District, on each March 15, June 15, September 15 and December 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), shall determine the Debt Service Reserve Requirement for the Series 2020A-1 Bonds and the Series 2020A-2 Bonds, respectively, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit (a) in the Series 2020A-1 Debt Service Reserve Account in excess of the Maximum Debt Service Reserve Requirement (except for excess resulting from interest earnings as provided in Section 4.01(f)(iii) below) from the Series 2020A-1 Debt Service Reserve Account to the Series 2020A-1 Prepayment Account of the Series 2020A-1 Bond Redemption Fund, as a credit against the Series 2020A-1 Prepayment otherwise required to be made by the owner of such lot or parcel and (b) in the Series 2020A-2 Debt Service Reserve Account in excess of the Series 2020A-2 Debt Service Reserve Requirement (except for excess resulting from interest earnings as provided in Section 4.01(f)(iii) below) from the Series 2020A-2 Debt Service Reserve Account to the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund, as a credit against the Series 2020A-2 Prepayment otherwise required to be made by the owner of such lot or parcel. If the District fails to provide such transfer direction as provided in this subparagraph (ii), the Trustee may assume any excess in the Series 2020A-1 Debt Service Reserve Account above the Maximum Debt Service Reserve Requirement, and Series 2020A-2 Debt Service Reserve Account above the Series 2020A-2 Debt Service Reserve Requirement, shall be transferred as provided in Section 4.01(f)(i) hereof.

(iii) Earnings on investments in the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account shall be disposed of as follows:

(A) If as of the last date on which amounts on deposit in the Series 2020A-1 Debt Service Reserve Account or the Series 2020A-2 Debt Service Reserve Account were valued by the Trustee (i) the amount on deposit in the Series 2020A-1 Debt Service Reserve Account was less than the Maximum Debt Service Reserve Requirement or (ii) the amount in the Series 2020A-2 Debt Service Reserve Account was less than the Series 2020A-2 Debt Service Reserve Requirement, respectively, or if after such date withdrawals have been made from the Series 2020A-1 Debt Service Reserve Account or the Series 2020A-2 Debt

Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account shall be deposited to the credit of the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account, respectively, until the amounts on deposit therein equal the Maximum Debt Service Reserve Requirement and the Series 2020A-2 Debt Service Reserve Requirement, respectively; and

(B) As long as no notice of an Event of Default under the Indenture has been delivered to the Trustee or if such Event of Default described in a notice has been cured or waived as provided in the Master Indenture, and the amount in the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account is not reduced below the Maximum Debt Service Reserve Requirement or the Series 2020A-2 Debt Service Reserve Requirement, respectively, then earnings on investments in such Accounts shall be applied as follows: (x) prior to the Completion Date of the Series 2020A Project, to the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund, and (y) on and after the Completion Date of the Series 2020A Project, to the Series 2020A-1 Revenue Account or the Series 2020A-2 Revenue Account, as applicable, of the Revenue Fund. Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account, respectively, shall remain therein.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish separate Series Bond Redemption Funds designated as the "Series 2020A-1 Bond Redemption Fund" and the "Series 2020A-2 Bond Redemption Fund" and within each such Fund, a "Series 2020A-1 General Account" and a "Series 2020A-1 Prepayment Account" and a "Series 2020A-2 General Account" and a "Series 2020A-2 Prepayment Account," respectively. Except as otherwise provided in this Fifth Supplemental Indenture, moneys to be deposited into the Series 2020A-1 Bond Redemption Fund and the Series 2020A-2 Bond Redemption Fund as provided in Article VI of the Master Indenture shall be deposited to the Series 2020A-1 General Account of the Series 2020A-1 Bond Redemption Fund and the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund, respectively. Series 2020A-1 Prepayments and Series 2020A-2 Prepayments shall be identified as such by the Issuer to the Trustee to then be deposited directly into the Series 2020A-1 Prepayment Account of the Series 2020A-1 Bond Redemption Fund and the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund, respectively, as provided in the Indenture.

(h) (i) Moneys in the Series 2020A-1 General Account and Series 2020A-2 General Account (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2020A-1 Bonds and the Series 2020A-2 Bonds, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2020A-1 General Account and the Series 2020A-2 General Account to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (iii), (iv) and (v) and 3.01(c)(ii), (iii), (iv) and (v) hereof an amount of Series 2020A-1 Bonds or Series 2020A-2 Bonds, as applicable, equal to the amount of money transferred to the Series 2020A-1 General Account or the Series 2020A-2 General Account, respectively, pursuant to the aforesaid clauses or provisions for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions; and

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption such Series 2020A-1 Bonds or Series 2020A-2 Bonds that are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2020A-1 Bonds and Series 2020A-2 Bonds, as applicable, as may be practicable; provided, however, that not less than \$5,000 principal amount of Bonds shall be called for redemption at one time.

(ii) Moneys in the Series 2020A-1 Prepayment Account of the Series 2020A-1 Bond Redemption Fund and the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) and 3.01(c)(i) hereof an amount of Series 2020A-1 Bonds and the Series 2020A-2 Bonds, as applicable, equal to the amount of money transferred to the Series 2020A-1 Prepayment Account and the Series 2020A-2 Prepayment Account, respectively, pursuant to the aforesaid provision, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in Section 3.01(b)(i) and 3.01(c)(i) hereof.

SECTION 4.02. Series 2020A Revenue Accounts. The Trustee shall transfer from amounts on deposit in the Series 2020A-1 Revenue Account and the Series 2020A-2 Revenue Account of the Revenue Fund, respectively, to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2020A-1 Interest Account and the Series 2020A-2 Interest Account of the Debt Service Fund, an amount from the Series 2020A-1 Revenue Account and Series 2020A-2 Revenue Account equal to the interest on the Series 2020A-1 Bonds and the Series 2020A-2 Bonds, respectively, due on such May 1 or November 1, less any amounts on deposit in the Series 2020A-1 Interest Account and the Series 2020A-2 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2020A-1 Principal Account and the Series 2020A-2 Principal Account of the Debt Service Fund, an amount from the Series 2020A-1 Revenue Account and Series 2020A-2 Revenue Account equal to the principal amount of Series 2020A-1 Bonds and Series 2020A-2 Bonds, respectively, Outstanding and maturing on such May 1, if any, less any amounts on deposit in the Series 2020A-1 Principal Account and the Series 2020A-2 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, to the Series 2020A-1 Sinking Fund Account and Series 2020A-2 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2020A-1 Revenue Account and the Series 2020A-2 Revenue Account equal to the principal amount of Series 2020A-1 Bonds and Series 2020A-2 Bonds, respectively, subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2020A-1 Sinking Fund Account and the Series 2020A-2 Sinking Fund Account, respectively, not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each November 1, to the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account, an amount from the Series 2020A-1 Revenue Account and the Series 2020A-2 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Maximum Debt Service Reserve Requirement and the Series 2020A-2 Debt Service Reserve Requirement, respectively;

FIFTH, notwithstanding the foregoing, at any time the Series 2020A Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2020A-1 Interest Account and the Series 2020A-2 Interest Account, the amount necessary to pay interest on the Series 2020A-1 Bonds and the Series 2020A-2 Bonds, subject to redemption on such date; and

SIXTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2020A-1 Revenue Account and the Series 2020A-2 Revenue Account, respectively, unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the Trustee shall withdraw any moneys held for the credit of the Series 2020A-1 Revenue Account or Series 2020A-2 Revenue Account which are not otherwise required to be deposited pursuant to this Section and: (i) deposit such moneys to the credit of the Series 2020A-2 Prepayment Account of the Series 2020 Redemption Fund for the redemption of the Series 2020A-2 Bonds in accordance with Section 3.01(c)(i); and (ii) if there are no Series 2020A-2 Bonds then Outstanding, transfer to the Issuer, at the Issuer's written direction, the balance on deposit in the Series 2020A-1 Revenue Account or Series 2020A-2 Revenue Account, as applicable, on such November 2 to be used for any lawful purpose of the

Issuer; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2020A-1 Debt Service Reserve Account and Series 2020A-2 Debt Service Reserve Account shall be equal to the Maximum Debt Service Reserve Requirement and Series 2020A-2 Debt Service Reserve Requirement, respectively, and, provided, further, that the Trustee shall not have actual knowledge of an Event of Default under the Indenture relating to any of the Series 2020A Bonds, including the payment of Trustee's fees and expenses then due. If there is a deficiency in the amounts required by paragraphs FIRST through FOURTH above, amounts on deposit shall be applied pro rata between the applicable Series 2020A-1 Account and Series 2020A-2 Account.

SECTION 4.03. Power to Issue Series 2020A Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2020A Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2020A Bonds to the extent set forth herein. The Series 2020A Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2020A Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Series 2020A Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete the Series 2020A Project, as described in the Engineer's Report, in accordance with the plans and specifications therefor, as such plans and specifications may be amended by the Issuer from time to time; provided that prior to any such amendment of the plans and specifications for the Series 2020A Project, the Consulting Engineer shall have delivered its certificate approving the proposed amendment to such plans and specifications.

SECTION 4.05. Prepayments; Removal of Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2020A-1 Special Assessments or the Series 2020A-2 Special Assessments may, at its option, or under certain circumstances described in the Assessment Resolutions in connection with Prepayments derived from application of the "true-up" mechanism therein, shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2020A-1 Special Assessments or the Series 2020A-2 Special Assessments by paying to the Issuer all or a portion of the Series 2020A-1 Special Assessment or the Series 2020A-2 Special Assessment, respectively, which shall constitute Series 2020A-1 Prepayments or Series 2020A-2 Prepayments, as applicable, as directed in writing by the Issuer pursuant to the provisions of Section 4.01(h)(ii) of this Fifth Supplemental Indenture, plus accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), attributable to the property subject to Series 2020A-1 Special Assessment or Series 2020A-2 Special Assessment owned by such owner; provided, however, to the extent that such payments are to be used to redeem (i)

Series 2020A-1 Bonds in the event the amount in the Series 2020A-1 Debt Service Reserve Account will exceed the Maximum Debt Service Reserve Requirement as a result of a Series 2020A-1 Prepayment in accordance with this Section 4.05(a) and the resulting redemption in accordance with Section 3.01(b)(i) of this Fifth Supplemental Indenture of Series 2020A-1 Bonds, the excess amount above the Maximum Debt Service Reserve Requirement shall be transferred from the Series 2020A-1 Debt Service Reserve Account to the Series 2020A-1 Prepayment Account of the Series 2020A-1 Bond Redemption Fund, as a credit against the Series 2020A-1 Prepayment otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2020A-1 Debt Service Reserve Account to equal or exceed the Maximum Debt Service Reserve Requirement and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2020A-1 Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2020A-1 Bonds that will remain Outstanding, or (ii) Series 2020A-2 Bonds in the event the amount in the Series 2020A-2 Debt Service Reserve Account will exceed the Series 2020A-2 Debt Service Reserve Requirement as a result of a Series 2020A-2 Prepayment in accordance with this Section 4.05(a) and the resulting redemption in accordance with Section 3.01(c)(i) of this Fifth Supplemental Indenture of Series 2020A-2 Bonds, the excess amount shall be transferred from the Series 2020A-2 Debt Service Reserve Account to the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund, as a credit against the Series 2020A-2 Prepayment otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2020A-2 Debt Service Reserve Account to equal or exceed the Series 2020A-2 Debt Service Reserve Requirement and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2020A-2 Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2020A-2 Bonds that will remain Outstanding. The written instructions shall be delivered to the Trustee on the 46th day prior to a Redemption Date.

(b) Upon receipt of Series 2020A-1 Prepayments or Series 2020A-2 Prepayments as described in paragraph (a) above, which includes accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee and clearly identify in writing such amounts as a Series 2020A-1 Prepayment or Series 2020A-2 Prepayment, respectively, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2020A-1 Special Assessment or Series 2020A-2 Special Assessment has been paid in whole or in part and that such Series 2020A-1 Special Assessment lien or Series 2020A-2 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Series 2020A-1 Prepayment Account of the Series

2020A-1 Bond Redemption Fund or the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund to be applied in accordance with Section 4.01(h)(ii) of this Fifth Supplemental Indenture, to the redemption of Series 2020A-1 Bonds or Series 2020A-2 Bonds in accordance with Section 3.01(b)(i) or 3.01(c)(i) of this Fifth Supplemental Indenture.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series 2020A Bonds pursuant to Section 3.01(b)(i) and Section 3.01(c)(i) of this Fifth Supplemental Indenture on each March 15, June 15, September 15 and December 15.

## ARTICLE V

### ADDITIONAL COVENANTS OF THE ISSUER

SECTION 5.01. Collection of Series 2020A Special Assessments. Notwithstanding Section 9.04 of the Master Trust Indenture, the Series 2020A Special Assessments shall be directly collected and enforced by the Issuer pursuant to the provisions of the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto; provided, however, Series 2020A-1 Special Assessments levied on platted lots not owned by the Developer and pledged hereunder to secure the Series 2020A-1 Bonds will be collected pursuant to the Uniform Method pursuant to Section 9.04 of the Master Trust Indenture. The Issuer covenants to enter into a Property Appraiser and Tax Collector Agreement with the County in order to comply with the provisions of this Section.

Notwithstanding the immediately preceding paragraph or any other provision in the Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the written direction of the Majority Owners of the Series 2020A Bonds, requests that the Issuer not use the Uniform Method, but instead collect and enforce Series 2020A Special Assessments pursuant to another available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Series 2020A Special Assessments in the manner and pursuant to the method so requested by the Trustee.

Any Series 2020A Special Assessments that are not collected pursuant to the Uniform Method shall be billed directly to the applicable landowner and be payable not later than thirty (30) days prior to each Interest Payment Date.

SECTION 5.02. Additional Covenant Regarding Series 2020A Special Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in the Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2020A Special Assessments, including the Assessment Resolution and the Assessment Methodology, and to levy the Series 2020A Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will



generate funds sufficient to pay the principal of and interest on the Series 2020A Bonds, when due. The Assessment Methodology shall not be amended in a manner that materially impacts the methodology used therein without written consent of the Majority Owners of the Series 2020A Bonds.

SECTION 5.03. Foreclosure of Assessment Lien. Notwithstanding Section 9.06 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2020A Special Assessments and Series 2020A Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2020A Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2020A Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2020A Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2020A Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners of the Series 2020A Bonds, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the related Series 2020A-1 Revenue Account or Series 2020A-2 Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2020A Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Series 2020A Bonds.

SECTION 5.04. No Parity Bonds; Limitation on Parity Liens. Notwithstanding any provision in the Master Indenture to the contrary, the Issuer covenants and agrees not to issue additional Bonds or any other form of indebtedness secured by the Series 2020A Special Assessments; provided, however, that such covenant shall not prohibit the Issuer from issuing Bonds to refund the Series 2020A Bonds. The Issuer further covenants and agrees not to issue additional Bonds for capital projects secured by new Special Assessments levied on the same lands that are subject to the Series 2020A Special Assessments at the time such new Special Assessments are levied without the consent of the Majority Owners of the Series 2020A Bonds. Nothing herein shall be construed to prohibit the District from issuing or incurring any other bonds or other debt obligations secured by Special Assessments on assessable lands which are also encumbered by the Series 2020A Special Assessments in the event of loss caused by damage or destruction of any component of the Capital Improvement Program owned by the Issuer to the extent that the property insurance required by the Indenture is insufficient to repair all or a portion of the damage of such Capital Improvement Program, or a portion thereof.

SECTION 5.05. Reserved.

SECTION 5.06. Acknowledgment Regarding Series 2020A Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2020A Bonds are payable solely from the Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2020A Bonds, (i) the Pledged Revenues includes, without limitation, all amounts on deposit in the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Pledged Revenues may not be used by the Issuer (whether to pay Costs of the Series 2020A Project or otherwise) without the consent of the Majority Owners of the Series 2020A Bonds and (iii) the Pledged Revenues may be used by the Trustee, at the written direction or with the written approval of the Majority Owners of the Series 2020A Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Master Indenture.

SECTION 5.07. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Series 2020A Bonds shall act on behalf of, and in the District's stead, to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Series 2020A Bonds, or the Trustee at the written direction of the Majority Owners of the Series 2020A Bonds, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

SECTION 5.08. Assignment of District's Rights Under Collateral Assignment. The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of Bonds Outstanding under the Indenture. The Trustee shall act in accordance with the written directions of the Majority Owners of the Series 2020A Bonds.

SECTION 5.09. Application of Section 9.31 of Master Indenture. With respect to the Series 2020A Bonds, the covenants of Section 9.31 of the Master Indenture shall not require the Issuer to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the governing body of the Issuer.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

SECTION 6.01. Interpretation of Supplemental Indenture. This Fifth Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2020A Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Fifth Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Supplemental Indenture shall be read and construed as one document.

SECTION 6.02. Amendments. Any amendments to this Fifth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 6.03. Counterparts. This Fifth Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Fifth Supplemental Indenture are hereby incorporated herein and made a part of this Fifth Supplemental Indenture for all purposes.

SECTION 6.05. Payment Dates. In any case in which an Interest Payment Date, principal payment date or the maturity date of the Series 2020A Bonds or the date fixed for the redemption of any Series 2020A Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 6.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2020A Bonds.

SECTION 6.07. Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SECTION 6.08. Brokerage Requirements. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent

permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

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**IN WITNESS WHEREOF**, Meadow View at Twin Creeks Community Development District has caused this Fifth Supplemental Trust Indenture to be executed by the Chair of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by an Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Fifth Supplemental Trust Indenture to be executed by a Vice President, all as of the day and year first above written.

**SEAL**

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

Attest:

By: \_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Assistant Secretary, Board of Supervisors

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

By: \_\_\_\_\_  
Vice President



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SIXTH SUPPLEMENTAL TRUST INDENTURE

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BETWEEN

MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

AND

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

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Dated as of May 1, 2020

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Authorizing and Securing

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MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
(St. Johns County, Florida)  
Special Assessment Bonds, Series 2020A-3

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THIS SIXTH SUPPLEMENTAL TRUST INDENTURE dated as of May 1, 2020 (the “Sixth Supplemental Indenture”) between **MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT** (the “Issuer” or the “District”), a local unit of special-purpose government organized and existing under the laws of the State of Florida, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association having the authority to exercise corporate trust powers, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust (said bank and any bank or trust company becoming successor trustee under this Sixth Supplemental Indenture being hereinafter referred to as the “Trustee”);

**W I T N E S S E T H:**

**WHEREAS**, the Issuer is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”) and Ordinance No. 2016-11 of the Board of County Commissioners of St. Johns County, Florida (the “County”), enacted on March 1, 2016, and effective on March 7, 2016, for the purpose, among other things, of financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the premises to be governed by the Issuer; and

**WHEREAS**, the premises governed by the Issuer (referred to herein as the “District Lands”) are described more fully in Exhibit A to the Master Trust Indenture dated as of November 1, 2016 (the “Master Indenture”), between the District and the Trustee, and currently consists of approximately 630.22 acres of land located entirely within the County; and

**WHEREAS**, the Issuer has been created for the purpose of delivering certain community development services and facilities for the benefit of the District Lands; and

**WHEREAS**, the Issuer has determined to undertake, in one or more stages, the acquisition and construction of certain public infrastructure and associated professional fees and incidental costs related thereto pursuant to the Act for the special benefit of the District Lands (as further described in Exhibit B to the Master Indenture, the “Capital Improvement Program”); and

**WHEREAS**, the Board of Supervisors of the Issuer (the “Board”) duly adopted Resolution No. 2016-22 on March 17, 2016, authorizing, among other things, the issuance, in one or more series, of not to exceed \$100,000,000 aggregate principal amount of its Meadow View at Twin Creeks Community Development District Special Assessment Bonds in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Capital Improvement Program; and

**WHEREAS**, the District's Resolution 2020-04 was duly adopted by the Board on April 23, 2020, authorizing, among other things, the sale of its Special Assessment Bonds, in one or more Series, and the District has determined to issue its Special Assessment Bonds, Series 2020A-3 (the "Series 2020A-3 Bonds") which are issued hereunder, as a Series of Bonds under, and as defined in, the Master Indenture, and has authorized the execution and delivery of this Sixth Supplemental Indenture to secure the issuance of the Series 2020A-3 Bonds and to set forth the terms of the Series 2020A-3 Bonds; and

**WHEREAS**, simultaneously with the issuance of the Series 2020A-3 Bonds, the District is issuing its Meadow View at Twin Creeks Community Development District Special Assessment Bonds, Series 2020A-1 (the "Series 2020A-1 Bonds") and Special Assessment Bonds, Series 2020A-2 (the "Series 2020A-2 Bonds" and, together with the Series 2020A-1 Bonds, the "Series 2020A Bonds"), which are separately secured and issued as a single, separate Series of Bonds under the Master Indenture pursuant to a Fifth Supplemental Trust Indenture dated as of May 1, 2020, between the District and the Trustee; and

**WHEREAS**, the District will apply the proceeds of the Series 2020A-3 Bonds to: (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2020A-3 Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2020A-3 Bonds; (iii) make a deposit into the Series 2020A-3 Debt Service Reserve Account; and (iv) pay the interest to become due on the Series 2020A-3 Bonds on November 1, 2020, May 1, 2021, and November 1, 2021; and

**WHEREAS**, the Series 2020A-3 Bonds will be secured by a pledge of the Pledged Revenues (as hereinafter defined) to the extent provided herein, which Pledged Revenues consist primarily of the Series 2020A-3 Special Assessments (as hereinafter defined) levied on the Series 2020A-3 Lands; and

**NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL INDENTURE WITNESSETH**, that to provide for the issuance of the Series 2020A-3 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2020A-3 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2020A-3 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to the Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2020A-3 Bonds issued hereunder and any other amounts owed hereunder, and any Bonds issued on a parity with the Series 2020A-3 Bonds, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

**TO HAVE AND TO HOLD** the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture.

**IN TRUST NEVERTHELESS**, for the equal and ratable benefit and security of all present and future Owners of the Series 2020A-3 Bonds issued and to be issued under this Sixth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Sixth Supplemental Indenture) of any one Series 2020A-3 Bond over any other Series 2020A-3 Bond, all as provided in the Indenture (as hereinafter defined), and any Bonds issued on a parity with the Series 2020A-3 Bonds.

**PROVIDED, HOWEVER**, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2020A-3 Bonds issued, and any Bonds issued on a parity with the Series 2020A-3 Bonds, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2020A-3 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Sixth Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Sixth Supplemental Indenture to be and remain in full force and effect.

## **ARTICLE I**

### **DEFINITIONS**

In this Sixth Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Acquisition Agreement” shall mean that certain Acquisition Agreement (Master Project), dated November 3, 2016, by and between the District and the Developer.

“Arbitrage Certificate” shall mean that certain Arbitrage Certificate of the Issuer, dated May [\_\_\_], 2020, relating to certain restrictions on arbitrage under the Code.

“Assessment Methodology” “Assessment Methodology” shall mean, collectively, the (i) Second Revised Master Special Assessment Methodology Report dated September 20, 2018 and (ii) the **[Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2020A-3 dated [\_\_\_\_\_, \_\_], 2020]**, including, without limitation, all exhibits and appendices thereto.

“Assessment Resolutions” shall mean Resolution Nos. 2018-03, 2018-07 and 2020-[] of the Issuer adopted August 16, 2018, September 20, 2018, and May [], 2020, respectively, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2020A-3 Bonds, \$5,000 or any integral multiple thereof; provided however, that the Series 2020A-3 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000.

“Collateral Assignment” shall mean the Collateral Assignment and Assumption Agreement (2016 Bonds) dated November 3, 2016, as amended by the 2020 Amendment to Collateral Assignment and Assumption Agreement (2016 Bonds) dated May [], 2020, each by the Developer in favor of the Issuer.

“Completion Agreement” shall mean the Completion Agreement (2016 Bonds) dated November 3, 2016, as amended by the 2020 Amendment to Completion Agreement (2016 Bonds) dated May [], 2020, each by and between the District and the Developer, as such agreement may be modified from time to time.

“Declaration of Consent” shall mean the Declaration of Consent to Jurisdiction of Meadow View at Twin Creeks Community Development District and to Imposition of Special Assessments, dated May [], 2020 delivered by the Developer.

“Designated Member” shall mean, in the case of the absence or inability of the Chair to act, the Vice Chair, Secretary, or any Assistant Secretary.

“Developer” shall mean Heartwood 23, LLC, a Florida limited liability company, and any affiliate or any entity which succeeds to its interests and assumes any or all of the responsibilities of said entity, as the developer of the District Lands.

“District Manager” shall mean the person or entity serving as the Issuer’s District Manager from time to time. The initial District Manager shall be Governmental Management Services, LLC.

“Engineer’s Report” shall mean the Engineer’s Report, Capital Improvement Plan, dated March 17, 2016, as modified by the First Supplemental Engineer’s Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan, dated October 6, 2016 (together, “Master Engineer’s Report”) and the Third Supplemental Engineer’s Report for Series 2020 Projects, dated [\_\_\_\_\_, ], 2020, all prepared by England, Thims & Miller, Inc., as amended and supplemented to date.

“Indenture” shall mean, collectively, the Master Indenture and this Sixth Supplemental Indenture.

“Interest Payment Date” shall mean May 1 and November 1 of each year, commencing November 1, 2020.

“Paying Agent” shall mean the Trustee, and its successors and assigns as Paying Agent hereunder.

“Pledged Revenues” shall mean, with respect to the Series 2020A-3 Bonds (a) all revenues received by the Issuer from the Series 2020A-3 Special Assessments levied and collected on the Series 2020A-3 Lands, including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020A-3 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020A-3 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the Indenture; provided, however, that Pledged Revenues shall not include (A) any revenues received by the District in connection with Special Assessments levied to secure the Series 2020A Bonds, (B) any moneys transferred to the Rebate Fund, or investment earnings thereon and (C) “special assessments” levied and collected by the Issuer under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected by the Issuer under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso).

“Redemption Date” shall mean each February 1, May 1, August 1 and November 1.

“Registrar” shall mean the Trustee, and its successors and assigns as Registrar hereunder.

“Resolution” shall mean, collectively, Resolution 2016-22 of the Issuer adopted on March 17, 2016, as supplemented by Resolution 2020-04 of the Issuer adopted on April 23, 2020.

“Sixth Supplemental Indenture” shall mean this Sixth Supplemental Trust Indenture dated as of May 1, 2020 by and between the Issuer and the Trustee, as supplemented or amended.

“Series 2020A-3 Acquisition and Construction Account” shall mean the Account so designated, established as a separate Account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Sixth Supplemental Indenture.

“Series 2020A-3 Costs of Issuance Subaccount” shall mean the Subaccount so designated, established as a separate Subaccount within the Series 2020A-3 Acquisition and Construction Account pursuant to Section 4.01(a) of this Sixth Supplemental Indenture.

“Series 2020A-3 Lands” shall mean that portion of the District Lands subject to the lien of the Series 2020A-3 Special Assessments.

“Series 2020A-3 Project” shall mean the portion of the Capital Improvement Program financed with proceeds of the Series 2020A-3 Bonds, which is anticipated to include, but not be limited to, the improvements described in the Engineer's Report.

“Series 2020A-3 Revenue Account” shall mean the Account so designated, established as a separate Account within the Revenue Fund pursuant to Section 4.01(b) of this Sixth Supplemental Indenture.

“Series 2020A-3 Bond Redemption Fund” shall mean the Series 2020A-3 Bond Redemption Fund established pursuant to Section 4.01(g) of this Sixth Supplemental Indenture.

“Series 2020A-3 Debt Service Reserve Account” shall mean the Account so designated, established as a separate Account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Sixth Supplemental Indenture.

“Series 2020A-3 Debt Service Reserve Requirement” shall mean an amount equal to thirty percent (30%) of the maximum annual Debt Service Requirement for the Series 2020A-3 Bonds as of any date of calculation as provided for herein, which initially is \$\_\_\_\_\_.

“Series 2020A-3 General Account” shall mean the Account so designated, established as a separate Account under the Series 2020A-3 Bond Redemption Fund pursuant to Section 4.01(g) of this Sixth Supplemental Indenture.

“Series 2020A-3 Interest Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(d) of this Sixth Supplemental Indenture.

“Series 2020A-3 Prepayment” shall mean the payment by any owner of property of the amount of Series 2020A-3 Special Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the “true-up” mechanism contained in the Assessment Resolutions. “Series 2020A-3 Prepayments” shall include, without limitation, Series 2020A-3 Prepayment Principal.

“Series 2020A-3 Prepayment Account” shall mean the Account so designated, established as a separate Account under the Series 2020A-3 Bond Redemption Fund pursuant to Section 4.01(g) of this Sixth Supplemental Indenture.

“Series 2020A-3 Prepayment Principal” shall mean the portion of a Series 2020A-3 Prepayment corresponding to the principal amount of Series 2020A-3 Special Assessments being prepaid.

“Series 2020A-3 Principal Account” shall mean the Account so designated, established as a separate Account within the Debt Service Fund pursuant to Section 4.01(c) of this Sixth Supplemental Indenture.

“Series 2020A-3 Special Assessments” shall mean the Special Assessments levied on the Series 2020A-3 Lands, which assessments correspond in amount to the debt service on the Series 2020A-3 Bonds.

“True-Up Agreement” shall mean the True-Up Agreement, between the District and the Developer, dated May [ ], 2020.

“Trustee” shall mean U.S. Bank National Association a national banking association, and its successors and assigns.

“Uniform Method” shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, as amended.

The words “hereof,” “herein,” “hereto,” “hereby,” and “hereunder” (except in the forms of Series 2020A-3 Bonds), refer to the entire Indenture.

Every “request,” “requisition,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by a Responsible Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

## ARTICLE II

### THE SERIES 2020A-3 BONDS

SECTION 0.01. Amounts and Terms of Series 2020A-3 Bonds; Issue of Series 2020A-3 Bonds. No Series 2020A-3 Bonds may be issued under this Sixth Supplemental Indenture except in accordance with the provisions of this Article and Articles II and III of the Master Indenture.

(a) The total principal amounts of Series 2020A-3 Bonds that may be issued under this Sixth Supplemental Indenture is expressly limited to \$[ ]. The Series 2020A-3 Bond shall be numbered RA3-1.

(b) Any and all Series 2020A-3 Bonds shall be issued substantially in the form attached as **Exhibit C** to the Master Indenture, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution and this Sixth Supplemental Indenture. The Issuer shall issue the Series 2020A-3 Bonds upon execution of this Sixth Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master



Indenture; and the Trustee shall, at the Issuer's written request, authenticate such Series 2020A-3 Bonds and deliver them as specified in the request.

SECTION 0.02. Execution. The Series 2020A-3 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 0.03. Authentication. The Series 2020A-3 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2020A-3 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 0.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2020A-3 Bonds.

(a) The Series 2020A-3 Bonds are being issued hereunder in order to provide funds to (i) pay the Costs of the Series 2020A-3 Project, (ii) fund the Series 2020A-3 Debt Service Reserve Account, (iii) pay the costs of issuance of the Series 2020A-3 Bonds, and (iv) pay the interest to become due on the Series 2020A-3 Bonds on November 1, 2020, May 1, 2021, and November 1, 2021.

(b) The Series 2020A-3 Bonds shall be designated "Meadow View at Twin Creeks Community Development District (St. Johns County, Florida) Special Assessment Bonds, Series 2020A-3," and shall be issued as fully registered bonds without coupons, in Authorized Denominations.

(c) The Series 2020A-3 Bonds shall be dated the date of original issuance thereof. Interest on the Series 2020A-3 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2020A-3 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2020, in which case from the date of original issuance of the Series 2020A-3 Bonds, or unless the date of authentication thereof is between a Regular Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(d) Except as otherwise provided in Section 2.07 of this Sixth Supplemental Indenture in connection with a book-entry only system of registration of the Series 2020A-3 Bonds, the principal or Redemption Price of the Series 2020A-3 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2020A-3 Bonds. Except as otherwise provided in Section 2.07 of this Sixth Supplemental Indenture in connection with a book-entry only system of registration of the Series 2020A-3 Bonds, the payment of interest on the Series 2020A-3 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2020A-3 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date

to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2020A-3 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2020A-3 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5<sup>th</sup>) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2020A-3 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 0.05. Debt Service on the Series 2020A-3 Bonds.

(a) The Series 2020A-3 Bonds will mature on May 1 in the years, be issued in the principal amounts and bear interest at the rates per annum, subject to the right of prior redemption in accordance with their terms, as follows.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
	\$	%

(b) Interest on the Series 2020A-3 Bonds will be computed in all cases on the basis of a 360-day year comprised of twelve 30-day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2020A-3 Bonds on the day before the default occurred.

SECTION 0.06. Disposition of Series 2020A-3 Bond Proceeds. From the net proceeds of the Series 2020A-3 Bonds received by the Trustee, which shall be \$[\_\_\_\_\_] (reflecting the aggregate principal amount of the Series 2020A-3 Bonds of \$[\_\_\_\_\_] less an underwriter's discount of \$[\_\_\_\_\_] retained by the purchaser of the Series 2020A-3 Bonds);

(a) \$[\_\_\_\_\_] , which is an amount equal to the initial Series 2020A-3 Debt Service Reserve Requirement, shall be deposited in the Series 2020A-3 Debt Service Reserve Account of the Debt Service Reserve Fund; and

(b) \$[\_\_\_\_\_] shall be deposited into the Series 2020A-3 Costs of Issuance Subaccount of the Series 2020A-3 Acquisition and Construction Account and applied to pay Costs of issuance of the Series 2020A-3 Bonds; and

(c) \$[\_\_\_\_\_] shall be deposited into the Series 2020A-3 Interest Account and applied to pay capitalized interest on the Series 2020A-3 Bonds on November 1, 2020, May 1, 2021, and November 1, 2021; and

(d) \$[\_\_\_\_\_] , constituting all remaining proceeds of the Series 2020A-3 Bonds, shall be deposited in the Series 2020A-3 Acquisition and Construction Account of the Acquisition and Construction Fund to be applied to pay Costs of the Series 2020A-3 Project in accordance with Article V of the Master Indenture.

SECTION 0.07. Book-Entry Form of Series 2020A-3 Bonds. The Series 2020A-3 Bonds shall be issued as one fully registered bond per maturity of each series and deposited with The Depository Trust Company, New York, New York (“DTC”), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer shall enter into a letter of representations with DTC providing for such book-entry only system, in accordance with the provisions of Section 2.11 of the Master Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC within sixty (60) days of such termination and, in all instances, prior to the next Interest Payment Date, the Trustee will, at the expense of the Issuer, register and deliver to the Beneficial Owners replacement Series 2020A-3 Bonds in the form of fully registered Series 2020A-3 Bonds in accordance with the instructions from Cede & Co. While the Series 2020A-3 Bonds are registered in book-entry only, presentation of the Series 2020A-3 Bonds is not necessary for payment thereon.

SECTION 0.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2020A-3 Bonds, and hereby appoints the Trustee, as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. The Trustee hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges.

The Issuer hereby appoints the Trustee as Paying Agent for the Series 2020A-3 Bonds. The Trustee hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 0.09. Conditions Precedent to the Issuance of the Series 2020A-3 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection

with the issuance of the Series 2020A-3 Bonds, all the Series 2020A-3 Bonds shall be executed by the Issuer for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Issuer or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Resolutions;
- (b) Executed copies of the Master Indenture and this Sixth Supplemental Indenture;
- (c) With respect to the Series 2020A-3 Bonds, in lieu of the opinions required by Sections 3.01(2) and 3.01(3) of the Master Indenture, the following opinions of counsel to the Issuer:

(2) An opinion of counsel to the Issuer, which shall be addressed only to the Issuer and Underwriter, substantially to the effect that: (i) the District has been duly established and validly exists as a community development district under the Act; (ii) the District has good right and lawful authority under the Act to undertake the Series 2020A-3 Project being financed with the proceeds of the Series 2020A-3 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the Series 2020A-3 Project; (iii) all proceedings undertaken by the District with respect to the Series 2020A-3 Special Assessments have been in accordance with Florida law; (iv) the District has taken all action necessary to levy and impose the Series 2020A-3 Special Assessments; (v) the Series 2020A-3 Special Assessments are legal, valid and binding liens upon the property against which such Series 2020A-3 Special Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid; and (vi) based on certificate of the Consulting Engineer, the Issuer has good right and lawful authority under the Act to undertake the Series 2020A-3 Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body; and

(3) An opinion of counsel to the Issuer, and addressed to the Trustee, substantially to the effect that (a) the Series 2020A-3 Bonds have been validly authorized and executed by the Issuer and when authenticated and delivered pursuant to the request of the Issuer will be valid obligations of the Issuer entitled to the benefit of the trust created hereby and will be enforceable in accordance with their terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity; (b) the Indenture has been duly and validly authorized, approved, and executed by the Issuer; (c) the Indenture (assuming due authorization, execution and delivery by the Trustee) constitute a binding

obligation of the Issuer, enforceable against the Issuer in accordance with its terms except as enforcement thereof may be affected by bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to creditors' rights generally and subject to equitable principles, whether in a proceeding at law or in equity;

(d) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2020A-3 Bonds, the Issuer will not be in default in the performance of the terms and provisions of the Master Indenture or this Sixth Supplemental Indenture;

(e) Executed copies of the Acquisition Agreement, Declaration of Consent, Collateral Assignment, Completion Agreement and True-Up Agreement; and

(f) Receipt by the Issuer and the Trustee of the Consent of Majority Owners of the Issuer's Outstanding Special Assessment Bonds, Series 2018A-1 and Series 2018A-2 and Special Assessment Bonds, Series 2019A-1 and Series 2019A-2.

Delivery to the Trustee of the net proceeds from the issuance and sale of the Series 2020A-3 Bonds is conclusive evidence of the satisfaction of the conditions precedent for authentication of the Series 2020A-3 Bonds.

### ARTICLE III

#### REDEMPTION OF SERIES 2020A-3 BONDS

SECTION 0.10. Redemption Dates and Prices. The Series 2020A-3 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2020A-3 Bonds shall be made on the dates hereinafter required. If less than all the Series 2020A-3 Bonds are to be redeemed pursuant to an optional redemption or an extraordinary mandatory redemption, the portions of the Series 2020A-3 Bonds to be redeemed shall be selected as provided in Section 8.03 of the Master Indenture unless specifically provided herein. Partial redemptions of Series 2020A-3 Bonds shall be made in such a manner that the remaining Series 2020A-3 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2020A-3 Bond of each maturity.

(a) Optional Redemption. The Series 2020A-3 Bonds may, at the option of the Issuer in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2031 (less than all Series 2020A-3 Bonds to be specified by the Issuer in writing), at a Redemption Price equal to 100% of the principal amount of Series 2020A-3 Bonds to be redeemed, plus accrued interest from the most recent Interest Payment Date to the date of redemption.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2020A-3 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in

whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020A-3 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2020A-3 Prepayments deposited into the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund following the payment in whole or in part of Series 2020A-3 Special Assessments on any portion of the Series 2020A-3 Lands in accordance with the provisions of Section 4.05(a) of this Sixth Supplemental Indenture, including any excess moneys transferred from the Series 2020A-3 Debt Service Reserve Account to the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund resulting from such Series 2020A-3 Prepayment pursuant to Section 4.01(f)(ii) of this Sixth Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2020A-3 Project, by application of moneys remaining in the Series 2020A-3 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2020A-3 Project, which has been transferred as specified in Section 4.01(a) hereof to the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund, credited toward extinguishment of the Series 2020A-3 Special Assessments and applied toward the redemption of the Series 2020A-3 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2020A-3 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2020A-3 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2020A-3 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2020A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-3 Special Assessments which the Issuer shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2020A-3 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2020A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-3 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the

Consulting Engineer confirming that the repair and restoration of the Series 2020A-3 Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2020A-3 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2020A-3 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Master Indenture.

(c) Mandatory Sinking Fund Redemption. The Series 2020A-3 Bond maturing on May 1, 20\_\_, is subject to mandatory redemption in part by the Issuer by lot prior to its scheduled maturity from moneys in the Series 2020A-3 Sinking Fund Account established under the Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
2020	\$		\$
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034		*	

\* Final Maturity.

SECTION 0.11. Notice of Redemption. When required to redeem Series 2020A-3 Bonds under any provision of this Sixth Supplemental Indenture or directed to redeem Series 2020A-3 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2020A-3 Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Master Indenture.

## ARTICLE IV

**ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;  
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL  
ASSESSMENT LIENS**

SECTION 0.12.        Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish a separate Account within the Acquisition and Construction Fund designated as the "Series 2020A-3 Acquisition and Construction Account." Proceeds of the Series 2020A-3 Bonds shall be deposited into the Series 2020A-3 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Sixth Supplemental Indenture, together with any excess moneys transferred to the Series 2020A-3 Acquisition and Construction Account, and such moneys in the Series 2020A-3 Acquisition and Construction Account shall be applied as set forth in Article V of the Master Indenture and Sections 4.01(a) and 3.01(b)(ii) of this Sixth Supplemental Indenture. After the Completion Date of the Series 2020A-3 Project and after retaining in the Series 2020A-3 Acquisition and Construction Account the amount, if any, of all remaining unpaid Costs of the Series 2020A-3 Project set forth in the Consulting Engineer's Certificate establishing such Completion Date, any funds remaining in the Series 2020A-3 Acquisition and Construction Account shall be transferred to and deposited into the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2020A-3 Bonds, and the Series 2020A-3 Acquisition and Construction Account shall be closed.

There is hereby established within the Series 2020A-3 Acquisition and Construction Account of the Acquisition and Construction Fund held by the Trustee a "Series 2020A-3 Costs of Issuance Subaccount." Amounts in the Series 2020A-3 Costs of Issuance Subaccount shall be applied by the Trustee to pay the costs relating to the issuance of the Series 2020A-3 Bonds. Six months after the date of issuance of the Series 2020A-3 Bonds, any moneys remaining in the Series 2020A-3 Costs of Issuance Subaccount which have not been requisitioned by the Issuer to pay costs relating to the issuance of the Series 2020A-3 Bonds shall be deposited into the Series 2020A-3 Acquisition and Construction Account and applied as set forth in Article V of the Master Indenture and Section 4.01(a) of this Sixth Supplemental Indenture, and the Series 2020A-3 Costs of Issuance Subaccount shall be closed.

(b) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate Account within the Revenue Fund designated as the "Series 2020A-3 Revenue Account." Series 2020A-3 Special Assessments (except for Series 2020A-3 Prepayments which shall be identified as such by the Issuer to the Trustee to be deposited in the Series 2020A-3 Prepayment Account), as specified/identified by the Issuer, shall be deposited by the Trustee into the Series 2020A-3 Revenue Account which shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this Sixth Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the "Series 2020A-3 Principal



Account.” Moneys shall be deposited into such Account as provided in Article VI of the Master Indenture and Section 4.02 of this Sixth Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2020A-3 Interest Account.” Proceeds of the Series 2020A-3 Bonds shall be deposited into such Account in the amount set forth in Section 2.06 of this Sixth Supplemental Indenture. Moneys deposited into such Account pursuant to the Master Indenture and Section 4.02 of this Sixth Supplemental Indenture shall be applied for the purposes provided therein and as provided in Section 4.01(d) of this Sixth Supplemental Indenture.

(e) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate Account within the Debt Service Fund designated as the “Series 2020A-3 Sinking Fund Account.” Moneys shall be deposited into such Account as provided in Article VI of the Master Indenture and Section 4.02 of this Sixth Supplemental Indenture and applied for the purposes provided therein and in Sections 3.01(d) of this Sixth Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish an Account within the Debt Service Reserve Fund designated as the “Series 2020A-3 Debt Service Reserve Account.”

(i) Proceeds of the Series 2020A-3 Bonds shall be deposited into the Series 2020A-3 Debt Service Reserve Account in the amount set forth in Section 2.06(a) of this Sixth Supplemental Indenture, which account will be held jointly for the benefit of all of the Series 2020A-3 Bonds, without privilege or priority of one Series 2020A-3 Bond over another, and such moneys, together with any other moneys deposited into such Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f). On each March 15, June 15, September 15 and December 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amounts on deposit in the Series 2020A-3 Debt Service Reserve Account and transfer any excess therein (except for excess resulting from interest earnings as provided in Section 4.01(f)(iii) below and excess resulting from Prepayments as provided in Section 4.01(f)(ii) below) above the Series 2020A-3 Debt Service Reserve Requirement as follows: (A) prior to the Completion Date of the Series 2020A-3 Project, to the Series 2020A-3 Acquisition and Construction Account of the Acquisition and Construction Fund, and (B) on and after the Completion Date of the Series 2020A-3 Project, such amounts shall be transferred to the Series 2020A-3 Revenue Account.

(ii) Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2020A-3 Special Assessment against such lot or parcel as provided in Section 4.05(a) of this Sixth Supplemental Indenture, the District, on each

March 15, June 15, September 15 and December 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), shall determine the Series 2020A-3 Debt Service Reserve Requirement, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit in the Series 2020A-3 Debt Service Reserve Account in excess thereof (except for excess resulting from interest earnings as provided in Section 4.01(f)(iii) below from the Series 2020A-3 Debt Service Reserve Account to the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund, as a credit against the Series 2020A-3 Prepayment otherwise required to be made by the owner of such lot or parcel. If the District fails to provide such transfer direction as provided in this subparagraph (ii), the Trustee may assume any excess in the Series 2020A-3 Debt Service Reserve Account above the Series 2020A-3 Debt Service Reserve Requirement, shall be transferred as provided in Section 4.01(f)(i) hereof.

(iii) Earnings on investments in the Series 2020A-3 Debt Service Reserve Account shall be disposed of as follows:

(A) If as of the last date on which amounts on deposit in the Series 2020A-3 Debt Service Reserve Account were valued by the Trustee the amount in the Series 2020A-3 Debt Service Reserve Account was less than the Series 2020A-3 Debt Service Reserve Requirement, or if after such date withdrawals have been made from the Series 2020A-3 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2020A-3 Debt Service Reserve Account shall be deposited to the credit of the Series 2020A-3 Debt Service Reserve Account until the amount on deposit therein equals the Series 2020A-3 Debt Service Reserve Requirement; and

(B) As long as no notice of an Event of Default under the Indenture has been delivered to the Trustee or if such Event of Default described in a notice has been cured or waived as provided in the Master Indenture, and the amount in the Series 2020A-3 Debt Service Reserve Account is not reduced below the then Series 2020A-3 Debt Service Reserve Requirement, then earnings on investments in such Account shall be applied as follows: (x) prior to the Completion Date of the Series 2020A-3 Project, to the Series 2020A-3 Acquisition and Construction Account of the Acquisition and Construction Fund, and (y) on and after the Completion Date of the Series 2020A-3 Project, to the Series 2020A-3 Revenue Account of the Revenue Fund. Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2020A-3 Debt Service Reserve Account shall remain therein.

(g) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Fund designated as the "Series 2020A-3 Bond Redemption Fund" and within such Fund, a "Series 2020A-3 General Account" and a "Series 2020A-3 Prepayment Account." Except as otherwise provided in this Sixth Supplemental Indenture,

moneys to be deposited into the Series 2020A-3 Bond Redemption Fund as provided in Article VI of the Master Indenture shall be deposited to the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund. Series 2020A-3 Prepayments shall be identified as such by the Issuer to the Trustee to then be deposited directly into the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund as provided in the Indenture.

(h) (i) Moneys in the Series 2020A-3 General Account (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, to make such deposits into the Rebate Fund for the Series 2020A-3 Bonds, if any, as the Issuer may direct in writing in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the Series 2020A-3 General Account to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (iii), (iv) and (v) hereof an amount of Series 2020A-3 Bonds equal to the amount of money transferred to the Series 2020A-3 General Account pursuant to the aforesaid clauses or provisions for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate;

THIRD, the remainder to be utilized by the Trustee, at the written direction of a Responsible Officer, to call for redemption such Series 2020A-3 Bonds that are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2020A-3 Bonds as may be practicable; provided, however, that not less than \$5,000 principal amount of Bonds shall be called for redemption at one time.

(ii) Moneys in the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund (including all earnings on investments therein) shall be accumulated therein to be used to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2020A-3 Bonds equal to the amount of money transferred to the Series 2020A-3 Prepayment Account pursuant to the aforesaid provision, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in Section 3.01(b)(i) hereof.

SECTION 0.13. Series 2020A-3 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2020A-3 Revenue Account of the Revenue Fund, to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2020A-3 Interest Account of the Debt Service Fund, an amount from the Series 2020A-3 Revenue Account equal to the interest on the Series 2020A-3 Bonds due on such

May 1 or November 1, less any amounts on deposit in the Series 2020A-3 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2020A-3 Principal Account of the Debt Service Fund, an amount from the Series 2020A-3 Revenue Account equal to the principal amount of Series 2020A-3 Bonds Outstanding and maturing on such May 1, if any, less any amounts on deposit in the Series 2020A-3 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, to the Series 2020A-3 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2020A-3 Revenue Account equal to the principal amount of Series 2020A-3 Bonds, subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2020A-3 Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each November 1, to the Series 2020A-3 Debt Service Reserve Account, an amount from the Series 2020A-3 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2020A-3 Debt Service Reserve Requirement; and

FOURTH, notwithstanding the foregoing, at any time the Series 2020A-3 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2020A-3 Interest Account, the amount necessary to pay interest on the Series 2020A-3 Bonds, subject to redemption on such date; and

SIXTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2020A-3 Revenue Account unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the Issuer shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the Trustee shall transfer to the Issuer, at the Issuer's written direction, the balance on deposit in the Series 2020A-3 Revenue Account on such November 2 to be used for any lawful purpose of the Issuer; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2020A-3 Debt Service Reserve Account shall be equal to the Series 2020A-3 Debt Service Reserve Requirement, and, provided, further, that the Trustee shall not have actual knowledge of an Event of Default under the Indenture relating to any of the Series 2020A-3 Bonds, including the payment of Trustee's fees and expenses then due.

SECTION 0.14. Power to Issue Series 2020A-3 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2020A-3 Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit

of the Series 2020A-3 Bonds to the extent set forth herein. The Series 2020A-3 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2020A-3 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 0.15. Series 2020A-3 Project to Conform to Plans and Specifications; Changes. The Issuer will proceed to complete the Series 2020A-3 Project, as described in the Engineer's Report, in accordance with the plans and specifications therefor, as such plans and specifications may be amended by the Issuer from time to time; provided that prior to any such amendment of the plans and specifications for the Series 2020A-3 Project, the Consulting Engineer shall have delivered its certificate approving the proposed amendment to such plans and specifications.

SECTION 0.16. Prepayments; Removal of Special Assessment Liens.

(a) At any time any owner of property subject to the Series 2020A-3 Special Assessments may, at its option, or under certain circumstances described in the Assessment Resolutions in connection with Prepayments derived from application of the "true-up" mechanism therein, shall require the Issuer to reduce or release and extinguish the lien upon its property by virtue of the levy of the Series 2020A-3 Special Assessments by paying to the Issuer all or a portion of the Series 2020A-3 Special Assessment which shall constitute Series 2020A-3 Prepayments, as directed in writing by the Issuer pursuant to the provisions of Section 4.01(h)(ii) of this Sixth Supplemental Indenture, plus accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), attributable to the property subject to Series 2020A-3 Special Assessment owned by such owner; provided, however, to the extent that such payments are to be used to redeem Series 2020A-3 Bonds in the event the amount in the Series 2020A-3 Debt Service Reserve Account will exceed the Series 2020A-3 Debt Service Reserve Requirement as a result of a Series 2020A-3 Prepayment in accordance with this Section 4.05(a) and the resulting redemption in accordance with Section 3.01(b)(i) of this Sixth Supplemental Indenture of Series 2020A-3 Bonds, the excess amount above the Series 2020A-3 Debt Service Requirement shall be transferred from the Series 2020A-3 Debt Service Reserve Account to the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund, as a credit against the Series 2020A-3 Prepayment otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of a Responsible Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2020A-3 Debt Service Reserve Account to equal or exceed the Series 2020A-3 Debt Service Reserve Requirement and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2020A-3 Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2020A-3 Bonds that will remain Outstanding. The written instructions shall be delivered to the Trustee on the 46th day prior to a Redemption Date.

(b) Upon receipt of Series 2020A-3 Prepayments as described in paragraph (a) above, which includes accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee and clearly identify in writing such amounts as a Series 2020A-3 Prepayment, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the Series 2020A-3 Special Assessment has been paid in whole or in part and that such Series 2020A-3 Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund to be applied in accordance with Section 4.01(h)(ii) of this Sixth Supplemental Indenture, to the redemption of Series 2020A-3 Bonds in accordance with Section 3.01(b)(i) of this Sixth Supplemental Indenture.

The Trustee may conclusively rely on the Issuer's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the Series 2020A-3 Bonds pursuant to Section 3.01(b)(i) of this Sixth Supplemental Indenture on each March 15, June 15, September 15 and December 15.

## ARTICLE V

### ADDITIONAL COVENANTS OF THE ISSUER

SECTION 0.17. Collection of Series 2020A-3 Special Assessments. Notwithstanding Section 9.04 of the Master Trust Indenture, the Series 2020A-3 Special Assessments shall be directly collected and enforced by the Issuer pursuant to the provisions of the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto.

Notwithstanding the immediately preceding paragraph or any other provision in the Indenture to the contrary, upon the occurrence of an Event of Default, if the Trustee, acting at the written direction of the Majority Owners of the Series 2020A-3 Bonds, requests that the Issuer collect and enforce Series 2020A-3 Special Assessments pursuant to another available method under the Act, Chapter 170, Florida Statutes, or Chapter 197, Florida Statutes, or any successor statutes thereto, then the Issuer shall collect and enforce said Series 2020A-3 Special Assessments in the manner and pursuant to the method so requested by the Trustee.

Any Series 2020A-3 Special Assessments shall be billed directly to the applicable landowner and be payable not later than thirty (30) days prior to each Interest Payment Date.

SECTION 0.18. Additional Covenant Regarding Series 2020A-3 Special Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in the Indenture, the Issuer covenants to comply with the terms of the proceedings heretofore adopted

with respect to the Series 2020A-3 Special Assessments, including the Assessment Resolution and the Assessment Methodology, and to levy the Series 2020A-3 Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2020A-3 Bonds, when due. The Assessment Methodology shall not be amended in a manner that materially impacts the methodology used therein without written consent of the Majority Owners of the Series 2020A-3 Bonds.

SECTION 0.19.        Foreclosure of Assessment Lien. Notwithstanding Section 9.06 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2020A-3 Special Assessments and Series 2020A-3 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2020A-3 Special Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2020A-3 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2020A-3 Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series 2020A-3 Bonds; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners of the Series 2020A-3 Bonds, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2020A-3 Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2020A-3 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Series 2020A-3 Bonds.

SECTION 0.20.        No Parity Bonds; Limitation on Parity Liens. Notwithstanding any provision in the Master Indenture to the contrary, the Issuer covenants and agrees not to issue additional Bonds or any other form of indebtedness secured by the Series 2020A-3 Special Assessments; provided, however, that such covenant shall not prohibit the Issuer from issuing Bonds to refund the Series 2020A-3 Bonds. The Issuer further covenants and agrees not to issue additional Bonds for capital projects secured by new Special Assessments levied on the same lands that are subject to the Series 2020A-3 Special Assessments at the time such new Special Assessments are levied without the consent of the Majority Owners of the Series 2020A-3 Bonds. Nothing herein shall be construed to prohibit the District from issuing or incurring any other bonds or other debt obligations secured by Special Assessments on assessable lands which are also encumbered by the Series 2020A-3 Special Assessments in the event of loss caused by damage or destruction of any component of the Capital Improvement Program owned by the

Issuer to the extent that the property insurance required by the Indenture is insufficient to repair all or a portion of the damage of such Capital Improvement Program, or a portion thereof.

SECTION 0.21. Reserved.

SECTION 0.22. Acknowledgment Regarding Series 2020A-3 Acquisition and Construction Account Moneys Following an Event of Default. In accordance with the provisions of the Indenture, the Series 2020A-3 Bonds are payable solely from the Pledged Revenues and any other moneys held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the Issuer hereby acknowledges that, upon the occurrence of an Event of Default with respect to the Series 2020A-3 Bonds, (i) the Pledged Revenues includes, without limitation, all amounts on deposit in the Series 2020A-3 Acquisition and Construction Account of the Acquisition and Construction Fund then held by the Trustee, (ii) the Pledged Revenues may not be used by the Issuer (whether to pay Costs of the Series 2020A-3 Project or otherwise) without the consent of the Majority Owners of the Series 2020A-3 Bonds and (iii) the Pledged Revenues may be used by the Trustee, at the written direction or with the written approval of the Majority Owners of the Series 2020A-3 Bonds, to pay costs and expenses incurred in connection with the pursuit of remedies under the Indenture or as otherwise provided in the Master Indenture.

SECTION 5.07. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the Completion Agreement and the True-Up Agreement, and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the written direction of the Majority Owners of the Series 2020A-3 Bonds shall act on behalf of, and in the District's stead, to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the Completion Agreement and the True-Up Agreement upon demand of the Majority Owners of the Series 2020A-3 Bonds, or the Trustee at the written direction of the Majority Owners of the Series 2020A-3 Bonds, shall constitute an Event of Default under the Indenture without benefit of any period for cure.

SECTION 5.08. Assignment of District's Rights Under Collateral Assignment. The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of Bonds Outstanding under the Indenture. The Trustee shall act in accordance with the written directions of the Majority Owners of the Series 2020A-3 Bonds.

SECTION 5.09. Application of Section 9.31 of Master Indenture. With respect to the Series 2020A-3 Bonds, the covenants of Section 9.31 of the Master Indenture shall not require the Issuer to impose additional assessments, taxes, or other similar amounts, the imposition of



which would require an action of the governing body of the Issuer.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

SECTION 0.23. Interpretation of Supplemental Indenture. This Sixth Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2020A-3 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Sixth Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Supplemental Indenture shall be read and construed as one document.

SECTION 0.24. Amendments. Any amendments to this Sixth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 0.25. Counterparts~~Error! Bookmark not defined.~~ This Sixth Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 0.26. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Sixth Supplemental Indenture are hereby incorporated herein and made a part of this Sixth Supplemental Indenture for all purposes.

SECTION 0.27. Payment Dates. In any case in which an Interest Payment Date, principal payment date or the maturity date of the Series 2020A-3 Bonds or the date fixed for the redemption of any Series 2020A-3 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 0.28. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2020A-3 Bonds.

SECTION 0.29. Patriot Act Requirements of Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to

represent the entity or other relevant documentation.

SECTION 0.30. Brokerage Requirements. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, Meadow View at Twin Creeks Community Development District has caused this Sixth Supplemental Trust Indenture to be executed by the Chair of its Board of Supervisors and its corporate seal to be hereunto affixed and attested by an Secretary of its Board of Supervisors and U.S. Bank National Association has caused this Sixth Supplemental Trust Indenture to be executed by a Vice President, all as of the day and year first above written.

**SEAL**

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

Attest:

By: \_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Assistant Secretary, Board of Supervisors

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

By: \_\_\_\_\_  
Vice President

2.

**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED \_\_\_\_\_, 2020**

NEW ISSUES - BOOK-ENTRY ONLY  
LIMITED OFFERING

NOT RATED

*In the opinion of Bond Counsel, assuming compliance by the District with certain covenants, under existing statutes, regulations, and judicial decisions, the interest on the Series 2020 Bonds will be excluded from gross income for federal income tax purposes of the holders thereof and will not be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. See "TAX MATTERS" herein for a description of other tax consequences to holders of the Series 2020 Bonds.*

**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
(ST. JOHNS COUNTY)**

**\$1,715,000\*** **\$2,450,000\***  
**SPECIAL ASSESSMENT BONDS, SPECIAL ASSESSMENT BONDS,**  
**SERIES 2020A-1 SERIES 2020A-2**

**\$4,265,000\***  
**SPECIAL ASSESSMENT BONDS,**  
**SERIES 2020A-3**

**Dated: Date of Original Issuance**

**Due: As set forth herein**

Meadow View at Twin Creeks Community Development District (the "District" or "Issuer") is issuing its Special Assessment Bonds, Series 2020A-1 (the "Series 2020A-1 Bonds"), its Special Assessment Bonds, Series 2020A-2 (the "Series 2020A-2 Bonds" and, together with the Series 2020A-1 Bonds, the "Series 2020A Bonds"), and its Special Assessment Bonds, Series 2020A-3 (the "Series 2020A-3 Bonds" and, together with the Series 2020A Bonds, the "Series 2020 Bonds"). The Series 2020 Bonds are being issued only in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof; provided, however that the Series 2020 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess thereof.

The Series 2020 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve thirty-day months, payable semi-annually on each May 1 and November 1, commencing November 1, 2020. The Series 2020 Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company ("DTC") of New York, New York. Purchases of beneficial interests in the Series 2020 Bonds will be made only in book-entry form. Accordingly, principal of and interest on Series 2020 Bonds will be paid from sources provided below by U.S. Bank National Association, as trustee (the "Trustee") directly to DTC as the registered owner thereof. Disbursements of such payments to the DTC Participants (as hereinafter defined) is the responsibility of DTC, and disbursements of such payments to the beneficial owners is the responsibility of DTC Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2020 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2020 Bond. See "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry System" herein.

The District is a local unit of special purpose government of the State of Florida (the "State"), created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and Ordinance No. 2016-11 enacted by the Board of Commissioners of St. Johns County, Florida (the "County") on March 1, 2016, and effective on March 7, 2016. The Series 2020A Bonds are secured pursuant to a Master Trust Indenture dated as of November 1, 2016 (the "Master Indenture") and a Fifth Supplemental Trust Indenture dated as of [\_\_\_\_\_] 1, 2020] (the "Fifth Supplemental Indenture" and, together with the Master Indenture, the "2020A Indenture"), by and between the District and the Trustee. The Series 2020A-3 Bonds are secured pursuant to the Master Indenture and a Sixth Supplemental Trust Indenture dated as of [\_\_\_\_\_] 1, 2020] (the "Sixth Supplemental Indenture" and, together with the Master Indenture, the "2020A-3 Indenture"), by and between the District and the Trustee. The 2020A Indenture and the 2020A-3 Indenture are collectively referred to herein as the "Indentures."

Proceeds of the Series 2020A Bonds will be applied to (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2020A Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2020A Bonds; (iii) make deposits into the Series 2020A-1 Debt Service Reserve Account and into the Series 2020A-2 Debt Service Reserve Account, which accounts will be held jointly for the benefit of all of the Series 2020A Bonds, without privilege or priority of one Series 2020A Bond over another; and (iv) pay the interest to become due on the Series 2020A Bonds on through November 1, 2021.

Proceeds of the Series 2020A-3 Bonds will be applied to (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2020A-3 Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2020A-3

\* Preliminary, subject to change.

Bonds; (iii) make a deposit into the Series 2020A-3 Debt Service Reserve Account, and (iv) pay the interest to become due on the Series 2020A-3 Bonds through November 1, 2021.

The Series 2020A Bonds will be equally and ratably secured under the 2020A Indenture by Pledged Revenues. "Pledged Revenues" shall mean, with respect to the Series 2020A Bonds, (a) all revenues received by the District from the Series 2020A Special Assessments levied and collected on the Series 2020A Lands (as defined herein), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020A Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020A Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the 2020A Indenture; provided, however, that Pledged Revenues shall not include (A) any revenues received by the District in connection with Special Assessments levied to secure the Series 2020A-3 Bonds, (B) any moneys transferred to the Rebate Fund, or investment earnings thereon and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the 2020A Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). The "Series 2020A Special Assessments" mean the Series 2020A-1 Special Assessments and the Series 2020A-2 Special Assessments levied by the District on the Series 2020A Lands (as defined herein), which correspond in amount to the debt service on the Series 2020A-1 Bonds and the Series 2020A-2 Bonds, respectively.

The Series 2020A-3 Bonds will be equally and ratably secured under the 2020A-3 Indenture by Pledged Revenues. "Pledged Revenues" shall mean, with respect to the Series 2020A-3 Bonds, (a) all revenues received by the District from the Series 2020A-3 Special Assessments levied and collected on the Series 2020A-3 Lands (as defined herein), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020A-3 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020A-3 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the 2020A-3 Indenture; provided, however, that Pledged Revenues shall not include (A) any revenues received by the District in connection with Special Assessments levied to secure the Series 2020A Bonds, (B) any moneys transferred to the Rebate Fund, or investment earnings thereon and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the 2020A-3 Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). The Series 2020A-3 Special Assessments mean the Series 2020A-3 Special Assessments levied by the District on the Series 2020A-3 Lands (as defined herein), which correspond in amount to the debt service on the Series 2020A-3 Bonds.

Each Series of the Series 2020 Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2020 BONDS – Redemption Provisions" herein.

Although the Developer (as hereinafter defined) is not obligated to do so, the Developer currently anticipates prepaying all of the Series 2020A-2 Special Assessments and all of the Series 2020A-3 Special Assessments prior to their stated maturity. Therefore, the Series 2020A-2 Bonds and the Series 2020A-3 Bonds are expected to be redeemed quarterly on an accelerated basis under certain of the extraordinary mandatory redemption provisions for such Bonds due to such anticipated prepayments.

THE SERIES 2020 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE RESPECTIVE INDENTURES, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2020 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE INDENTURES TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE APPLICABLE SPECIAL ASSESSMENTS (AS DEFINED IN THE RESPECTIVE INDENTURES) TO SECURE AND PAY THE SERIES 2020 BONDS. THE SERIES 2020 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2020 Bonds involve a degree of risk (see "BONDOWNERS' RISKS" herein) and are not suitable for all investors (see "SUITABILITY FOR INVESTMENT" herein). The Underwriter is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2020 Bonds. The Series 2020 Bonds are not credit enhanced or rated, and no application has been made for any credit enhancement or a rating with respect to the Series 2020 Bonds.

This cover page contains information for quick reference only. It is not a summary of the Series 2020 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

#### MATURITY SCHEDULE

\$ \_\_\_\_\_ - \_\_\_\_\_ % Series 2020A-1 Term Bond due \_\_\_\_\_ 1, 20\_\_\_\_, Yield \_\_\_\_\_ %, Price \_\_\_\_\_ CUSIP # \_\_\_\_\_ \*\*  
\$ \_\_\_\_\_ - \_\_\_\_\_ % Series 2020A-2 Term Bond due \_\_\_\_\_ 1, 20\_\_\_\_, Yield \_\_\_\_\_ %, Price \_\_\_\_\_ CUSIP # \_\_\_\_\_ \*\*  
\$ \_\_\_\_\_ - \_\_\_\_\_ % Series 2020A-3 Term Bond due \_\_\_\_\_ 1, 20\_\_\_\_, Yield \_\_\_\_\_ %, Price \_\_\_\_\_ CUSIP # \_\_\_\_\_ \*\*

*The initial sale of the Series 2020 Bonds is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel, as to the validity of the Series 2020 Bonds and the excludability of interest thereon*

*from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Hopping Green & Sams, P.A., Tallahassee, Florida, for the Developer (as hereinafter defined) by its special counsel, Greenspoon Marder, LLP, Boca Raton, Florida, and with respect to certain land use matters, by its special counsel the Law Office of Paul M. Harden, Jacksonville, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida. It is expected that the Series 2020 Bonds will be delivered in book-entry form through the facilities of DTC on or about \_\_\_\_, 2020.*

## **MBS Capital Markets, LLC**

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
\* Preliminary, subject to change.

\*\*The District is not responsible for the CUSIP numbers, nor is any representation made as to their correctness. The CUSIP numbers are included solely for the convenience of the readers of this Limited Offering Memorandum.

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

## **BOARD OF SUPERVISORS**

Bruce J. Parker,\* Chairperson  
Blaz Kovacic,\* Vice-Chairperson  
Ben Bishop, III,\* Assistant Secretary  
Danielle Simpson,\* Assistant Secretary  
Aaron Lyman,\* Assistant Secretary

\* Employee of the Developer or one of its affiliates.

## **DISTRICT MANAGER/METHODOLOGY CONSULTANT**

Governmental Management Services, LLC  
St. Augustine, Florida

## **DISTRICT COUNSEL**

Hopping Green & Sams, P.A.  
Tallahassee, Florida

## **BOND COUNSEL**

Bryant Miller Olive P.A.  
Orlando, Florida

## **DISTRICT ENGINEER**

England, Thims & Miller, Inc.  
Jacksonville, Florida



NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE DISTRICT. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SERIES 2020 BONDS, AND THERE SHALL BE NO OFFER, SOLICITATION, OR SALE OF THE SERIES 2020 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE DEVELOPER (AS HEREINAFTER DEFINED), THE DISTRICT, PUBLIC DOCUMENTS, RECORDS AND OTHER SOURCES, WHICH SOURCES ARE BELIEVED TO BE RELIABLE BUT WHICH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE UNDERWRITER NAMED ON THE COVER PAGE OF THIS LIMITED OFFERING MEMORANDUM. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT OR THE DEVELOPER OR IN THE STATUS OF THE DEVELOPMENT, THE SERIES 2020 PROJECTS (AS SUCH TERMS ARE HEREINAFTER DEFINED) SINCE THE DATE HEREOF.

THE SERIES 2020 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAVE THE INDENTURES BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2020 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THE DISTRICT, THE COUNTY, THE STATE, NOR ANY OTHER POLITICAL SUBDIVISIONS THEREOF HAVE GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2020 BONDS, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

"FORWARD-LOOKING STATEMENTS" ARE USED IN THIS DOCUMENT BY USING FORWARD LOOKING WORDS SUCH AS "MAY," "WILL," "SHOULD," "INTENDS," "EXPECTS," "BELIEVES," "ANTICIPATES," "ESTIMATES," OR OTHERS.

THE READER IS CAUTIONED THAT FORWARD-LOOKING STATEMENTS ARE SUBJECT TO A VARIETY OF UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER FROM THE PROJECTED RESULTS. THOSE RISKS AND UNCERTAINTIES INCLUDE GENERAL ECONOMIC AND BUSINESS CONDITIONS, CONDITIONS IN THE FINANCIAL MARKETS AND REAL ESTATE MARKET, THE DISTRICT'S COLLECTION OF ASSESSMENTS, AND VARIOUS OTHER FACTORS WHICH MAY BE BEYOND THE DISTRICT'S AND THE DEVELOPER'S CONTROL. BECAUSE THE DISTRICT AND THE DEVELOPER CANNOT PREDICT ALL FACTORS THAT MAY AFFECT FUTURE DECISIONS, ACTIONS, EVENTS, OR FINANCIAL CIRCUMSTANCES, WHAT ACTUALLY HAPPENS MAY BE DIFFERENT FROM WHAT IS INCLUDED IN FORWARD-LOOKING STATEMENTS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT AND THE DEVELOPER DO NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: [WWW.MUNIOS.COM](http://WWW.MUNIOS.COM) AND [WWW.EMMA.MSRB.ORG](http://WWW.EMMA.MSRB.ORG). THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM EITHER OF SUCH WEBSITES.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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## **LIMITED OFFERING MEMORANDUM**

### **MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY)**

<b>\$1,715,000*</b>	<b>\$2,450,000*</b>
<b>SPECIAL ASSESSMENT BONDS,</b>	<b>SPECIAL ASSESSMENT BONDS,</b>
<b>SERIES 2020A-1</b>	<b>SERIES 2020A-2</b>

**\$4,265,000\***  
**SPECIAL ASSESSMENT BONDS,**  
**SERIES 2020A-3**

### **INTRODUCTION**

The purpose of this Limited Offering Memorandum, including the cover page and appendices attached hereto, is to set forth certain information in connection with the offering for sale by the Meadow View at Twin Creeks Community Development District (the "District") of its \$1,715,000\* Special Assessment Bonds, Series 2020A-1 (the "Series 2020A-1 Bonds"), its \$2,450,000\* Special Assessment Bonds, Series 2020A-2 (the "Series 2020A-2 Bonds" and, together with the Series 2020A-1 Bonds, the "Series 2020A Bonds") and its \$4,265,000\* Special Assessment Bonds, Series 2020A-3 (the "Series 2020A-3 Bonds" and, together with the Series 2020A Bonds, the "Series 2020 Bonds").

THE SERIES 2020 BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2020 BONDS TO ONLY ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION OF THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2020 BONDS. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2020 BONDS. SEE "BONDOWNERS' RISKS" AND "SUITABILITY FOR INVESTMENT" HEREIN.

The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"). The District was created for the purposes of among other things, financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District.

The boundaries of the District include approximately 630 acres of land (the "District Lands") located within an area of unincorporated northeastern St. Johns County, Florida (the "County"). For more complete information about the District, its Board of Supervisors and the District Manager, see "THE DISTRICT" herein. The District Lands are being developed by the

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\* Preliminary, subject to change.

Developer as a residential community known as "Beacon Lake," which is expected to contain up to 1,280 single-family and 196 townhome units at buildout (the "Development"). See "THE DEVELOPMENT" herein for more information. The District Lands are being developed in phases.

Heartwood 23, LLC, a Florida limited liability company (the "Developer"), is serving as the master developer of the District Lands and owns all of the remaining unplatted District Lands, including all of the lands within the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area (as defined herein). See "THE DEVELOPER" herein for more information.

The District previously issued its Series 2016 Bonds, its Series 2018 Bonds and its Series 2019 Bonds (each as defined herein and, collectively, the "Prior Bonds") to fund portions of its Capital Improvement Plan (as defined herein). See "THE DISTRICT – Outstanding Indebtedness" for more information regarding the Prior Bonds. See "THE CAPITAL IMPROVEMENT PLAN AND THE PROJECTS" herein for more information regarding the Capital Improvement Plan.

The Series 2020A Special Assessments (as defined herein) are expected to be levied on the portion of the District Lands referred to as Phase 2B, which is planned for 79 single-family units (collectively referred to herein as the "Series 2020A Assessment Area" or the "Series 2020A Lands"). The Series 2020A-3 Special Assessments (as defined herein) are expected to be levied on the portion of the District Lands corresponding to the 351 single-family lots within Phases 2A, 2C and 3A currently owned by the Developer (referred to herein as the "Series 2020A-3 Assessment Area" or the "Series 2020A-3 Lands"). See "THE ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" for more information regarding the allocation of the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments and "THE DEVELOPMENT" herein for more information regarding the status of development of the District Lands and the phases therein. The Series 2020A Assessment Area and the Series 2020A-3 Assessment Area are collectively referred to herein as the "Assessment Areas."

The Developer has entered into a contract with Dream Finders (as defined herein) for the sale of all of the 79 developed single-family lots planned in Phase 2B. See "THE DEVELOPMENT – Builder Program – Series 2020A Assessment Area" herein for more information. The Developer has also entered into contracts with Dream Finders and Toll Brothers (as defined herein) for the sale of [343] of the single-family lots in Phase 2A, 2C and Phase 3A, including [294] of the 351 single-family lots in the Series 2020A-3 Assessment Area. See "THE DEVELOPMENT – Builder Program – Series 2020A-3 Assessment Area" for more information.

The net proceeds of the Series 2020 Bonds will fund a further portion of the Capital Improvement Plan, which is anticipated to consist of a portion of the public infrastructure associated with the development of the Series 2020A Assessment Area (with respect to the Series 2020A Bonds) and a portion of the Series 2020A-3 Assessment Area (with respect to the Series 2020A-3 Bonds). WHILE IT IS ANTICIPATED THAT THE NET PROCEEDS OF THE SERIES 2020 BONDS WILL FUND THE PORTIONS OF THE CAPITAL IMPROVEMENT PLAN DESCRIBED ABOVE, SUCH PROCEEDS MAY BE USED TO FUND ANY

IMPROVEMENT THAT IS PART OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN. See "THE CAPITAL IMPROVEMENT PLAN AND THE PROJECTS – The Series 2020A Project and the Series 2020A-3 Project" herein and "APPENDIX C: ENGINEER'S REPORT" hereto.

The Series 2020A Bonds are being issued by the District pursuant to the Act, Resolution No. 2016-22 and Resolution No. 2020-04 adopted by the Board of Supervisors of the District (the "Board") on March 17, 2016 and April 23, 2020, respectively (collectively, the "Resolution"), and a Master Trust Indenture dated as of November 1, 2016 (the "Master Indenture"), as supplemented by a Fifth Supplemental Trust Indenture dated as of \_\_\_\_ 1, 2020 (the "Fifth Supplemental Indenture" and, together with the Master Indenture, the "2020A Indenture"), each by and between the District and U.S. Bank National Association, as trustee (the "Trustee"). The Series 2020A-3 Bonds are being issued by the District pursuant to the Act, the Resolution, and the Master Indenture, as supplemented by a Sixth Supplemental Trust Indenture dated as of \_\_\_\_ 1, 2020 (the "Sixth Supplemental Indenture" and, together with the Master Indenture, the "2020A-3 Indenture"), each by and between the District and the Trustee. The 2020A Indenture and the 2020A-3 Indenture are collectively referred to herein as the "Indentures." Capitalized terms used and not defined herein shall have the meanings assigned to them in the respective Indentures. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORMS OF FIFTH SUPPLEMENTAL INDENTURE AND SIXTH SUPPLEMENTAL INDENTURE."

Proceeds of the Series 2020A Bonds will be applied to (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2020A Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2020A Bonds; (iii) make deposits into the Series 2020A-1 Debt Service Reserve Account and into the Series 2020A-2 Debt Service Reserve Account, which accounts will be held jointly for the benefit of all of the Series 2020A Bonds, without privilege or priority of one Series 2020A Bond over another; and (iv) pay the interest to become due on the Series 2020A Bonds through November 1, 2021.

Proceeds of the Series 2020A-3 Bonds will be applied to (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2020A-3 Project (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2020A-3 Bonds; (iii) make a deposit into the Series 2020A-3 Debt Service Reserve Account, and (iv) pay the interest to become due on the Series 2020A-3 Bonds through November 1, 2021.

The Series 2020A Bonds will be equally and ratably secured under the 2020A Indenture by Pledged Revenues with respect to the Series 2020A Bonds. The Series 2020A-3 Bonds will be equally and ratably secured under the 2020A-3 Indenture by Pledged Revenues with respect to the Series 2020A-3 Bonds. "Pledged Revenues" with respect to the Series 2020A Bonds will not include revenues from the Series 2016 Special Assessments (as defined herein), the Series 2018 Special Assessments (as defined herein), the Series 2019 Special Assessments (as defined herein) or the Series 2020A-3 Special Assessments. "Pledged Revenues" with respect to the Series 2020A-3 Bonds will not include revenues from the Series 2016 Special Assessments, the Series 2018 Special Assessments, the Series 2019 Special Assessments or the Series 2020A Special Assessments. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" herein.



There follows in this Limited Offering Memorandum a brief description of the District, the Developer, the Development, the Series 2020A Assessment Area, the Series 2020A-3 Assessment Area, the Capital Improvement Plan, the Series 2020A Project, the Series 2020A-3 Project and summaries of the terms of the Series 2020A Bonds, the Series 2020A-3 Bonds, the Indentures and certain provisions of the Act. All references herein to the Series 2020 Bonds, the Indentures and the Act are qualified in their entirety by reference to such documents and statute, and all references to the Series 2020 Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the respective Indentures. A copy of the Master Trust Indenture and the proposed forms of the Fifth Supplemental Indenture and the Sixth Supplemental Indenture appear in APPENDIX A attached hereto.

This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

## **DESCRIPTION OF THE SERIES 2020 BONDS**

### **General Description**

The Series 2020 Bonds are being issued only in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof; provided, however that the Series 2020 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess thereof. The Series 2020 Bonds will mature, subject to the redemption provisions set forth below, on the dates and in the amounts set forth on the cover page hereof. The Series 2020 Bonds will be dated the date of their original issuance, and will bear interest at the fixed rates per annum set forth on the cover page hereof from the most recent Interest Payment Date next preceding the date of authentication to which interest has been paid, unless the date of authentication is a May 1 or November 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to November 1, 2020, in which case from the date of original issuance of the Series 2020 Bonds, as applicable, or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. "Interest Payment Date" shall mean May 1 and November 1 of each year, commencing November 1, 2020. Interest on the Series 2020 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

Upon initial issuance, the ownership of the Series 2020 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Series 2020A Bonds will be made in book-entry only form. See "—Book-Entry System" below.

The Underwriter is limiting this offering to "accredited investors" within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2020 Bonds. See "SUITABILITY FOR INVESTMENT" below.

U.S. Bank National Association is initially serving as the Trustee, Registrar and Paying Agent for the Series 2020 Bonds.

## **Redemption Provisions**

### **Optional Redemption**

#### Series 2020A Bonds

The Series 2020A-1 Bonds may, at the option of the District in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2031 (less than all Series 2020A-1 Bonds to be specified by the District in writing), at a Redemption Price equal to 100% of the principal amount of Series 2020A-1 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

The Series 2020A-2 Bonds may, at the option of the District in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2031 (less than all Series 2020A-2 Bonds to be specified by the District in writing), at a Redemption Price equal to 100% of the principal amount of Series 2020A-2 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

#### Series 2020A-3 Bonds

The Series 2020A-3 Bonds may, at the option of the District in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2031 (less than all Series 2020A-3 Bonds to be specified by the District in writing), at a Redemption Price equal to 100% of the principal amount of Series 2020A-3 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

### **Mandatory Sinking Fund Redemption**

#### Series 2020A Bonds

The Series 2020A-1 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the 2020A Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year</b>	<b>Sinking Fund</b>	<b>Year</b>	<b>Sinking Fund</b>
<b>May 1</b>	<b>Installment</b>	<b>May 1</b>	<b>Installment</b>

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\*Final Maturity

The Series 2020A-2 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-2 Sinking Fund Account established under the 2020A Indenture in satisfaction of applicable

Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

#### Series 2020A-3 Bonds

The Series 2020A-3 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-3 Sinking Fund Account established under the 2020A-3 Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

### **Extraordinary Mandatory Redemption**

#### Series 2020A-1 Bonds

The Series 2020A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020A-1 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2020A-1 Prepayments deposited into the Series 2020A-1 Prepayment Account of the Series 2020A-1 Bond Redemption Fund following the payment in whole or in part of Series 2020A-1 Special Assessments on any portion of the Series 2020A Lands in accordance with the provisions of the Fifth Supplemental Indenture, including any excess moneys transferred from the Series 2020A-1 Debt Service Reserve Account to the Series 2020A-1 Prepayment Account of the Series 2020A-1 Bond Redemption Fund resulting from such Series 2020A-1 Prepayment pursuant to the Fifth Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2020A Project, and so long as no Series 2020A-2 Bonds remain Outstanding, by application of moneys remaining in the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the Series 2020A Project, which has been transferred as specified in the Fifth Supplemental Indenture to the Series 2020A-1 General Account of the Series 2020A-1 Bond Redemption Fund, credited toward extinguishment of the Series 2020A-1 Special Assessments and applied toward the redemption of the Series 2020A-1 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2020A-1 Special Assessments which the District shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2020A Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2020A Project to the Trustee by or on behalf of the District for deposit into the Series 2020A-1 General Account of the Series 2020A-1 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the District to redeem Series 2020A-1 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-1 Special Assessments which the District shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2020A Project to such extent that, in the reasonable opinion of the District, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the District to the Trustee for deposit to the Series 2020A-1 General Account of the Series 2020A-1 Bond Redemption Fund which moneys shall be applied by the District to redeem Series 2020A-1 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-1 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the District shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2020A Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2020A-1 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2020A-1 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Master Indenture.

#### Series 2020A-2 Bonds

The Series 2020A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020A-2 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2020A-2 Prepayments deposited into the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund following the payment in whole or in part of Series 2020A-2 Special Assessments on any portion of the Series 2020A Lands in

accordance with the provisions of the Fifth Supplemental Indenture, including any excess moneys transferred from the Series 2020A-2 Debt Service Reserve Account to the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund resulting from such Series 2020A-2 Prepayment pursuant to the Fifth Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2020A Project, by application of moneys remaining in the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the Series 2020A Project, which has been transferred as specified in the Fifth Supplemental Indenture to the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund, credited toward extinguishment of the Series 2020A-2 Special Assessments and applied toward the redemption of the Series 2020A-2 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2020A-2 Special Assessments which the District shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2020A Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2020A Project to the Trustee by or on behalf of the District for deposit into the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the District to redeem Series 2020A-2 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-2 Special Assessments which the District shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2020A Project to such extent that, in the reasonable opinion of the District, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the District to the Trustee for deposit to the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund which moneys shall be applied by the District to redeem Series 2020A-2 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-2 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the District shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2020A Project would not be economical or would be impracticable such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2020A-2 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2020A-2 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Master Indenture.

Although the Developer is not obligated to do so, the Developer currently anticipates prepaying all of the Series 2020A-2 Special Assessments prior to their stated maturity. Therefore, the Series 2020A-2 Bonds are expected to be redeemed quarterly on an accelerated basis under the extraordinary mandatory redemption provisions set forth in (i) above due to such anticipated prepayments.

### Series 2020A-3 Bonds

The Series 2020A-3 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020A-3 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2020A-3 Prepayments deposited into the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund following the payment in whole or in part of Series 2020A-3 Special Assessments on any portion of the Series 2020A-3 Lands in accordance with the provisions of the Sixth Supplemental Indenture, including any excess moneys transferred from the Series 2020A-3 Debt Service Reserve Account to the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund resulting from such Series 2020A-3 Prepayment pursuant to the Sixth Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2020A-3 Project, by application of moneys remaining in the Series 2020A-3 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the Series 2020A-3 Project, which has been transferred as specified in the Sixth Supplemental Indenture to the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund, credited toward extinguishment of the Series 2020A-3 Special Assessments and applied toward the redemption of the Series 2020A-3 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2020A-3 Special Assessments which the District shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2020A-3 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2020A-3 Project to the Trustee by or on behalf of the District for deposit into the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the District to redeem Series 2020A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-3 Special Assessments which the District shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2020A-3 Project to such extent that, in the reasonable opinion of the District, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the District to the Trustee for deposit to the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund which moneys shall be applied by the District to redeem Series 2020A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-3 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the District shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2020A-3 Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2020A-3 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2020A-3 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Master Indenture.

Although the Developer is not obligated to do so, the Developer currently anticipates prepaying all of the Series 2020A-3 Special Assessments prior to their stated maturity. Therefore, the Series 2020A-3 Bonds are expected to be redeemed quarterly on an accelerated basis under the extraordinary mandatory redemption provisions set forth in (i) above due to such anticipated prepayments.

### **Notice of Redemption**

When required to redeem or purchase Bonds of a Series under any provision of the Indentures or directed to do so by the District, the Trustee shall cause notice of the redemption, either in whole or in part, to be mailed at least thirty (30) but not more than sixty (60) days prior to the redemption or purchase date to all Owners of the Bonds of a Series to be redeemed or purchased (as such Owners appear on the Bond Register on the fifth (5th) day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Bonds of such Series for which notice was duly mailed in accordance with the applicable Indenture. The Indentures allow for conditional notices of redemption. Bonds of a Series so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the applicable Indenture and shall not be deemed to be Outstanding under the provisions of such Indenture.

### **Book-Entry System**

*The information in this section concerning DTC and DTC's book-entry system information has been obtained from sources that the District believes to be reliable, but neither the District nor the Underwriter take any responsibility for the accuracy thereof.*

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2020A Bonds. The Series 2020A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of each Series of the Series 2020 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in

deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Series 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2020 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in Bonds of a Series are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2020 Bonds, except in the event that use of the book-entry system for the Series 2020 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2020 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2020 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2020 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2020 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to such Bonds, such as redemptions, tenders, defaults, and proposed amendments to the applicable Bond documents. For example, Beneficial Owners of Series 2020 Bonds may wish to ascertain that the nominee holding Bonds of such Series for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.



Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2020A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2020 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on each Series of the Series 2020 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2020 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2020 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2020 Bond certificates will be printed and delivered to DTC.

## **SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS**

### **General**

THE SERIES 2020 BONDS ARE LIMITED OBLIGATIONS OF THE DISTRICT, PAYABLE SOLELY OUT OF THE PLEDGED REVENUES PLEDGED THEREFOR UNDER THE RESPECTIVE INDENTURES, AND NEITHER THE PROPERTY, THE FULL FAITH AND CREDIT, NOR THE TAXING POWER OF THE DISTRICT, THE COUNTY, THE STATE, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, IS PLEDGED AS SECURITY FOR THE PAYMENT OF THE SERIES 2020 BONDS, EXCEPT THAT THE DISTRICT IS OBLIGATED UNDER THE RESPECTIVE INDENTURES TO LEVY AND TO EVIDENCE AND CERTIFY, OR CAUSE TO BE CERTIFIED, FOR COLLECTION, THE

APPLICABLE SPECIAL ASSESSMENTS (AS DEFINED IN THE RESPECTIVE INDENTURES) TO SECURE AND PAY THE SERIES 2020 BONDS. THE SERIES 2020 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT, THE COUNTY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

The Series 2020A Bonds will be equally and ratably secured under the 2020A Indenture by Pledged Revenues. "Pledged Revenues" shall mean, with respect to the Series 2020A Bonds, (a) all revenues received by the District from the Series 2020A Special Assessments levied and collected on the Series 2020A Lands (as defined herein), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020A Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020A Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the 2020A Indenture; provided, however, that Pledged Revenues shall not include (A) any revenues received by the District in connection with Special Assessments levied to secure the Series 2020A-3 Bonds, (B) any moneys transferred to the Rebate Fund, or investment earnings thereon and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the 2020A Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and C of this proviso). The Series 2020A Special Assessments mean the Series 2020A-1 Special Assessments and the Series 2020A-2 Special Assessments levied by the District on the Series 2020A Lands, which correspond in amount to the debt service on the Series 2020A-1 Bonds and the Series 2020A-2 Bonds, respectively. "Pledged Revenues," with respect to the Series 2020A Bonds, shall not include revenues from the Series 2016 Special Assessments, the Series 2018 Special Assessments, the Series 2019 Special Assessments or from the Series 2020A-3 Special Assessments. See "THE DISTRICT – Outstanding Indebtedness" herein for more information regarding the Special Assessments securing the District's Prior Bonds.

The Series 2020A-3 Bonds will be equally and ratably secured under the 2020A-3 Indenture by Pledged Revenues. "Pledged Revenues" shall mean, with respect to the Series 2020A-3 Bonds, (a) all revenues received by the District from the Series 2020A-3 Special Assessments levied and collected on the Series 2020A-3 Lands (as defined herein), including, without limitation, amounts received from any foreclosure proceeding for the enforcement of collection of such Series 2020A-3 Special Assessments or from the issuance and sale of tax certificates with respect to such Series 2020A-3 Special Assessments, and (b) all moneys on deposit in the Funds and Accounts established under the 2020A-3 Indenture; provided, however, that Pledged Revenues shall not include (A) any revenues received by the District in connection with Special Assessments levied to secure the Series 2020A Bonds, (B) any moneys transferred to the Rebate Fund, or investment earnings thereon and (C) "special assessments" levied and collected by the District under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act (it being expressly understood that the lien and pledge of the 2020A-3 Indenture shall not apply to any of the moneys described in the foregoing clauses (A), (B) and (C) of this proviso). The Series 2020A-3 Special Assessments mean the Series 2020A-3 Special Assessments levied by the District on the Series 2020A-3 Lands, which correspond in amount to

the debt service on the Series 2020A-3 Bonds. "Pledged Revenues," with respect to the Series 2020A-3 Bonds, shall not include revenues from the Series 2016 Special Assessments, the Series 2018 Special Assessments, the Series 2019 Special Assessments or from the Series 2020A Special Assessments. See "THE DISTRICT – Outstanding Indebtedness" herein for more information regarding the Special Assessments securing the District's Prior Bonds.

The Series 2020A Special Assessments and the Series 2020A-3 Special Assessments will constitute liens against the lands as to which the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments, respectively, are imposed. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein. The Series 2020A Special Assessments and the Series 2020A-3 Special Assessments are levied on the assessable lands within the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area, respectively, in amounts corresponding to the debt service on the Series 2020A Bonds and the Series 2020A-3 Bonds, respectively, pursuant to the Assessment Methodology (as hereinafter defined). See "ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" attached hereto for additional information.

## **Additional Obligations**

### **Series 2020A Bonds**

Under the Fifth Supplemental Indenture, the District will covenant and agree not to issue additional Bonds or any other form of indebtedness secured by the Series 2020A Special Assessments; provided, however, that such covenant shall not prohibit the District from issuing Bonds to refund the Series 2020A Bonds. The District will further covenant and agree not to issue additional Bonds for capital projects secured by new Special Assessments levied on the same lands that are subject to the Series 2020A Special Assessments at the time such new Special Assessments are levied without the consent of the Majority Owners of the Series 2020A Bonds. Nothing in the Fifth Supplemental Indenture shall be construed to prohibit the District from issuing or incurring any other bonds or other debt obligations secured by Special Assessments on assessable lands which are also encumbered by the Series 2020A Special Assessments in the event of loss caused by damage or destruction of any component of the Capital Improvement Program owned by the District to the extent that the property insurance required by the 2020A Indenture is insufficient to repair all or a portion of the damage of such Capital Improvement Program, or a portion thereof.

### **Series 2020A-3 Bonds**

Under the Sixth Supplemental Indenture, the District will covenant and agree not to issue additional Bonds or any other form of indebtedness secured by the Series 2020A-3 Special Assessments; provided, however, that such covenant shall not prohibit the District from issuing Bonds to refund the Series 2020A-3 Bonds. The District will further covenant and agree not to issue additional Bonds for capital projects secured by new Special Assessments levied on the same lands that are subject to the Series 2020A-3 Special Assessments at the time such new Special Assessments are levied without the consent of the Majority Owners of the Series 2020A-3 Bonds. Nothing in the Sixth Supplemental Indenture shall be construed to prohibit the District from issuing or incurring any other bonds or other debt obligations secured by Special Assessments on assessable lands which are also encumbered by the Series 2020A-3 Special

Assessments in the event of loss caused by damage or destruction of any component of the Capital Improvement Program owned by the District to the extent that the property insurance required by the 2020A-3 Indenture is insufficient to repair all or a portion of the damage of such Capital Improvement Program, or a portion thereof.

### **Other Taxes and Assessments**

The District and/or other public entities may impose taxes or other special assessments on the same properties encumbered by the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments without the consent of the Owners of the Series 2020A Bonds and the Owners of the Series 2020A-3 Bonds, respectively. Additionally, the District imposes and expects to impose certain non-ad valorem special assessments called maintenance assessments, which are of equal dignity with the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments, on the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area to fund the maintenance and operation of the District. See "BONDOWNERS' RISKS – Other Taxes and Assessments" herein.

### **Covenant Against Sale or Encumbrance**

Subject to the terms of the Master Indenture, the District has covenanted that, (a) except for those improvements comprising the Capital Improvement Plan that are to be conveyed by the District to the County, the State, or another governmental entity and (b) except as permitted in the applicable Indenture, it will not sell, lease or otherwise dispose of or encumber the Capital Improvement Plan, or any part thereof. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of a Series of Bonds or from Pledged Revenues if the District Manager shall determine, with the approval of the Consulting Engineer, that such items are no longer needed or are no longer useful in connection with the construction, maintenance and operation of the Series 2020A Project or the Series 2020A-3 Project, as applicable, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or, at the written direction of the District shall be deposited to the credit of the related Series Account in the Revenue Fund. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORMS OF FIFTH SUPPLEMENTAL INDENTURE AND SIXTH SUPPLEMENTAL INDENTURE" attached hereto.

### **Debt Service Reserve Accounts**

#### **Series 2020A Debt Service Reserve Accounts**

Within the Debt Service Reserve Fund established under the Master Indenture, the Fifth Supplemental Indenture establishes a Series 2020A-1 Debt Service Reserve Account and a Series 2020A-2 Debt Service Reserve Account.

Proceeds of the Series 2020A-1 Bonds and the Series 2020A-2 Bonds shall be deposited into the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account, respectively, in the amount of the Series 2020A-1 Debt Service Reserve Requirement and the Series 2020A-2 Debt Service Reserve Requirement, respectively, which accounts will be held jointly for the benefit of all of the Series 2020A Bonds, without privilege or priority of one Series 2020A Bond over another, and such moneys, together with any other

moneys deposited into such Accounts pursuant to the Master Indenture, shall be applied for the purposes provided in the 2020A Indenture.

The "Series 2020A-1 Debt Service Reserve Requirement" shall mean, on the date of initial issuance of the Series 2020A-1 Bonds, an amount equal to thirty percent (30%) of the maximum annual Debt Service Requirement for the Series 2020A-1 Bonds (\$\_\_\_\_\_) (the "Minimum Debt Service Reserve Requirement"). Following the initial issuance of the Series 2020A-1 Bonds and until such time as the amounts on deposit in the Series 2020A-1 Debt Service Reserve Account equals fifty percent (50%) of the maximum annual Debt Service Requirement for the Series 2020A-1 Bonds (the "Maximum Debt Service Reserve Requirement"), the Series 2020A-1 Debt Service Reserve Requirement shall mean the amount on deposit in the Series 2020A-1 Debt Service Reserve Account which shall be an amount not less than the Minimum Debt Service Reserve Requirement and not greater than the Maximum Debt Service Reserve Requirement. At such time as the amounts on deposit in the Series 2020A-1 Debt Service Reserve Account first equals the Maximum Debt Service Reserve Requirement, the Series 2020A-1 Debt Service Reserve Requirement shall thereafter mean the Maximum Debt Service Reserve Requirement as calculated from time to time.

The "Series 2020A-2 Debt Service Reserve Requirement" shall mean an amount equal to thirty percent (30%) of the maximum annual Debt Service Requirement for the Series 2020A-2 Bonds as of any date of calculation as provided for in the Fifth Supplemental Indenture, which initially is \$\_\_\_\_\_.

On each March 15, June 15, September 15 and December 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amounts on deposit in the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account and transfer any excess therein (except for excess resulting from interest earnings and excess resulting from Prepayments as provided in the paragraph below) above the Maximum Debt Service Reserve Requirement and the Series 2020A-2 Debt Service Reserve Requirement, respectively, as follows: (A) prior to the Completion Date of the Series 2020A Project, to the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund, and (B) on and after the Completion Date of the Series 2020A Project, such amounts shall be transferred to the Series 2020A-1 Revenue Account or Series 2020A-2 Revenue Account, as applicable.

Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2020A-1 Special Assessment or a Series 2020A-2 Special Assessment against such lot or parcel as provided in the Fifth Supplemental Indenture, the District, on each March 15, June 15, September 15 and December 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), shall determine the Debt Service Reserve Requirement for the Series 2020A-1 Bonds and the Series 2020A-2 Bonds, respectively, taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit (a) in the Series 2020A-1 Debt Service Reserve Account in excess of the Maximum Debt Service Reserve Requirement (except for excess resulting from interest earnings) from the Series 2020A-1 Debt Service Reserve Account to the Series 2020A-1 Prepayment Account of the Series 2020A-1 Bond Redemption Fund, as a credit against the Series 2020A-1 Prepayment otherwise required to be made by the owner of such lot or parcel and (b) in the Series 2020A-2 Debt Service Reserve

Account in excess of the Series 2020A-2 Debt Service Reserve Requirement (except for excess resulting from interest earnings) from the Series 2020A-2 Debt Service Reserve Account to the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund, as a credit against the Series 2020A-2 Prepayment otherwise required to be made by the owner of such lot or parcel. If the District fails to provide such transfer direction, Trustee may assume any excess in the Series 2020A-1 Debt Service Reserve Account above the Maximum Debt Service Reserve Requirement and Series 2020A-2 Debt Service Reserve Account above the Series 2020A-2 Debt Service Reserve Requirement shall be transferred as provided in the Fifth Supplemental Indenture.

Earnings on investments in the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account, respectively, shall be disposed of as follows:

(A) If as of the last date on which amounts on deposit in the Series 2020A-1 Debt Service Reserve Account or the Series 2020A-2 Debt Service Reserve Account were valued by the Trustee (i) the amount on deposit in the Series 2020A-1 Debt Service Reserve Account was less than the Maximum Debt Service Reserve Requirement or (ii) the amount in the Series 2020A-2 Debt Service Reserve Account was less than the Series 2020A-2 Debt Service Reserve Requirement, respectively, or if after such date withdrawals have been made from the Series 2020A-1 Debt Service Reserve Account or the Series 2020A-2 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account, respectively, shall be deposited to the credit of the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account until the amounts on deposit therein equal the Maximum Debt Service Reserve Requirement and the Series 2020A-2 Debt Service Reserve Requirement, respectively; and

(B) As long as no notice of an Event of Default under the 2020A Indenture has been delivered to the Trustee or if such Event of Default described in a notice has been cured or waived as provided in the Master Indenture, and the amount in the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account, respectively, is not reduced below the Maximum Debt Service Reserve Requirement or the Series 2020A-2 Debt Service Reserve Requirement, respectively, then earnings on investments in such Accounts shall be applied as follows: (x) prior to the Completion Date of the Series 2020A Project, to the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund, and (y) on and after the Completion Date of the Series 2020A Project, to the Series 2020A-1 Revenue Account or the Series 2020A-2 Revenue Account, as applicable, of the Revenue Fund. Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account, respectively, shall remain therein.

### **Series 2020A-3 Debt Service Reserve Account**

Within the Debt Service Reserve Fund established under the Master Indenture, the Sixth Supplemental Indenture establishes a Series 2020A-3 Debt Service Reserve Account.

Proceeds of the Series 2020A-3 Bonds shall be deposited into the Series 2020A-3 Debt Service Reserve Account in the amount of the Series 2020A-3 Debt Service Reserve

Requirement which account will be held for the benefit of the Series 2020A-3 Bonds, and such moneys, together with any other moneys deposited into such Account pursuant to the Master Indenture, shall be applied for the purposes provided in the 2020A-3 Indenture.

The "Series 2020A-3 Debt Service Reserve Requirement" shall mean an amount equal to thirty percent (30%) of the maximum annual Debt Service Requirement for the Series 2020A-3 Bonds as of any date of calculation as provided for herein, which initially is \$\_\_\_\_\_.

On each March 15, June 15, September 15 and December 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amounts on deposit in the Series 2020A-3 Debt Service Reserve Account and transfer any excess therein (except for excess resulting from interest earnings and excess resulting from Prepayments as provided in the paragraph below) above the Series 2020A-3 Debt Service Reserve Requirement as follows: (A) prior to the Completion Date of the Series 2020A-3 Project, to the Series 2020A-3 Acquisition and Construction Account of the Acquisition and Construction Fund, and (B) on and after the Completion Date of the Series 2020A-3 Project, such amounts shall be transferred to the Series 2020A-3 Revenue Account.

Notwithstanding the foregoing paragraph, so long as no Event of Default has occurred and has not been cured, upon an optional prepayment by the owner of a lot or parcel of land of a Series 2020A-3 Special Assessment against such lot or parcel as provided in the Sixth Supplemental Indenture, the District, on each March 15, June 15, September 15 and December 15 (or, if such date is not a Business Day, on the Business Day next preceding such day), shall determine the Series 2020A-3 Debt Service Reserve Requirement taking into account such optional prepayment and shall direct the Trustee in writing to transfer any amount on deposit in the Series 2020A-3 Debt Service Reserve Account in excess thereof (except for excess resulting from interest earnings) from the Series 2020A-3 Debt Service Reserve Account to the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund, as a credit against the Series 2020A-3 Prepayment otherwise required to be made by the owner of such lot or parcel. If the District fails to provide such transfer direction, Trustee may assume any excess in the Series 2020A-3 Debt Service Reserve Account above the Series 2020A-3 Debt Service Reserve Requirement shall be transferred as provided in the Sixth Supplemental Indenture.

Earnings on investments in the Series 2020A-3 Debt Service Reserve Account shall be disposed of as follows:

(A) If as of the last date on which amounts on deposit in the Series 2020A-3 Debt Service Reserve Account were valued by the Trustee the amount in the Series 2020A-3 Debt Service Reserve Account was less than the Series 2020A-3 Debt Service Reserve Requirement, or if after such date withdrawals have been made from the Series 2020A-3 Debt Service Reserve Account and have created such a deficiency, then earnings on investments in the Series 2020A-3 Debt Service Reserve Account shall be deposited to the credit of the Series 2020A-3 Debt Service Reserve Account until the amounts on deposit therein equal the Series 2020A-3 Debt Service Reserve Requirement; and

(B) As long as no notice of an Event of Default under the 2020A-3 Indenture has been delivered to the Trustee or if such Event of Default described in a notice has been cured or waived as provided in the Master Indenture, and the amount in the Series 2020A-3 Debt Service

Reserve Account is not reduced below the then Series 2020A-3 Debt Service Reserve Requirement, then earnings on investments in such Accounts shall be applied as follows: (x) prior to the Completion Date of the Series 2020A-3 Project, to the Series 2020A-3 Acquisition and Construction Account of the Acquisition and Construction Fund, and (y) on and after the Completion Date of the Series 2020A-3 Project, to the Series 2020A-3 Revenue Account of the Revenue Fund. Upon the occurrence and continuance of an Event of Default, earnings on investments in the Series 2020A-3 Debt Service Reserve Account shall remain therein.

## **Deposit and Application of Revenues**

### **Series 2020A Revenue Accounts**

The Fifth Supplemental Indenture establishes two separate accounts within the Revenue Fund designated as the "Series 2020A-1 Revenue Account" and the "Series 2020A-2 Revenue Account." Series 2020A-1 Special Assessments (except for Series 2020A-1 Prepayments which shall be identified as such by the District to the Trustee to be deposited in the Series 2020A-1 Prepayment Account) shall, as specified/identified by the District, be deposited by the Trustee into the Series 2020A-1 Revenue Account, and Series 2020A-2 Special Assessments (except for the Series 2020A-2 Prepayments which shall be deposited in the Series 2020A-2 Prepayment Account) shall, as specified/identified by the District, be deposited by the Trustee into the Series 2020A-2 Revenue Account which shall be applied as set forth in the Fifth Supplemental Indenture.

The Trustee shall transfer from amounts on deposit in the Series 2020A-1 Revenue Account and the Series 2020A-2 Revenue Account of the Revenue Fund, respectively, to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2020A-1 Interest Account and the Series 2020A-2 Interest Account of the Debt Service Fund, an amount from the Series 2020A-1 Revenue Account and Series 2020A-2 Revenue Account equal to the interest on the Series 2020A-1 Bonds and the Series 2020A-2 Bonds, respectively, due on such May 1 or November 1, less any amounts on deposit in the Series 2020A-1 Interest Account and the Series 2020A-2 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2020A-1 Principal Account and the Series 2020A-2 Principal Account of the Debt Service Fund, an amount from the Series 2020A-1 Revenue Account and the Series 2020A-2 Revenue Account equal to the principal amount of Series 2020A-1 Bonds and Series 2020A-2 Bonds, respectively, Outstanding and maturing on such May 1, if any, less any amounts on deposit in the Series 2020A-1 Principal Account and the Series 2020A-2 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, to the Series 2020A-1 Sinking Fund Account and Series 2020A-2 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2020A-1 Revenue Account and the Series 2020A-2 Revenue Account, respectively, equal to the principal amount of Series 2020A-1 Bonds and Series 2020A-2 Bonds, respectively, subject to sinking fund redemption on such May 1, less any



amount on deposit in the Series 2020A-1 Sinking Fund Account and the Series 2020A-2 Sinking Fund Account, respectively, not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each November 1, to the Series 2020A-1 Debt Service Reserve Account and the Series 2020A-2 Debt Service Reserve Account, an amount from the Series 2020A-1 Revenue Account and the Series 2020A-2 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Maximum Debt Service Reserve Requirement and the Series 2020A-2 Debt Service Reserve Requirement, respectively;

FIFTH, notwithstanding the foregoing, at any time the Series 2020A Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2020A-1 Interest Account and the Series 2020A-2 Interest Account, the amount necessary to pay interest on the Series 2020A-1 Bonds and the Series 2020A-2 Bonds, subject to redemption on such date; and

SIXTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2020A-1 Revenue Account and the Series 2020A-2 Revenue Account, respectively, unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the District shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the Trustee shall withdraw any moneys held for the credit of the Series 2020A-1 Revenue Account or Series 2020A-2 Revenue Account which are not otherwise required to be deposited pursuant to the Fifth Supplemental Indenture and (i) deposit such moneys to the credit of the Series 2020A-2 Prepayment Account of the Series 2020 Redemption Fund for the redemption of the Series 2020A-2 Bonds in accordance with the Fifth Supplemental Indenture, and (ii) if there are no series 2020A-2 Bonds then Outstanding, transfer to the District, at the District's written direction, the balance on deposit in the Series 2020A-1 Revenue Account or Series 2020A-2 Revenue Account, as applicable, on such November 2 to be used for any lawful purpose of the District; provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2020A-1 Debt Service Reserve Account and Series 2020A-2 Debt Service Reserve Account shall be equal to the Maximum Debt Service Reserve Requirement and Series 2020A-2 Debt Service Reserve Requirement, respectively, and, provided, further, that the Trustee shall not have actual knowledge of an Event of Default under the 2020A Indenture relating to any of the Series 2020A Bonds, including the payment of Trustee's fees and expenses then due. If there is a deficiency in the amounts required by paragraphs FIRST through FOURTH above, amounts on deposit shall be applied pro rata between the applicable Series 2020A-1 and Series 2020A-2 Accounts.

### **Series 2020A-3 Revenue Accounts**

The Sixth Supplemental Indenture establishes a separate account within the Revenue Fund designated as the "Series 2020A-3 Revenue Account." Series 2020A-3 Special Assessments (except for Series 2020A-3 Prepayments which shall be identified as such by the District to the Trustee to be deposited in the Series 2020A-3 Prepayment Account) shall, as specified/identified by the District, be deposited by the Trustee into the Series 2020A-3 Revenue Account which shall be applied as set forth in the Sixth Supplemental Indenture.

The Trustee shall transfer from amounts on deposit in the Series 2020A-3 Revenue Account of the Revenue Fund, to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, not later than the Business Day preceding each May 1 and November 1, to the Series 2020A-3 Interest Account of the Debt Service Fund, an amount from the Series 2020A-3 Revenue Account equal to the interest on the Series 2020A-3 Bonds due on such May 1 or November 1, less any amounts on deposit in the Series 2020A-3 Interest Account not previously credited;

SECOND, no later than the Business Day next preceding each May 1, to the Series 2020A-3 Principal Account of the Debt Service Fund, an amount from the Series 2020A-3 Revenue Account equal to the principal amount of Series 2020A-3 Bonds, Outstanding and maturing on such May 1, if any, less any amounts on deposit in the Series 2020A-3 Principal Account not previously credited;

THIRD, no later than the Business Day next preceding each May 1, to the Series 2020A-3 Sinking Fund Account of the Debt Service Fund, an amount from the Series 2020A-3 Revenue Account equal to the principal amount of Series 2020A-3 Bonds, subject to sinking fund redemption on such May 1, less any amount on deposit in the Series 2020A-3 Sinking Fund Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next succeeding each November 1, to the Series 2020A-3 Debt Service Reserve Account, an amount from the Series 2020A-3 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2020A-3 Debt Service Reserve Requirement;

FIFTH, notwithstanding the foregoing, at any time the Series 2020A-3 Bonds are subject to redemption on a date which is not a May 1 or November 1 Interest Payment Date, the Trustee shall be authorized to transfer to the Series 2020A-3 Interest Account, the amount necessary to pay interest on the Series 2020A-3 Bonds, subject to redemption on such date; and

SIXTH, subject to the following paragraph, the balance of any moneys remaining after making the foregoing deposits shall remain in the Series 2020A-3 Revenue Account unless pursuant to the Arbitrage Certificate it is necessary to make a deposit into the Rebate Fund, in which case the District shall direct the Trustee in writing to make such deposit thereto.

On or after each November 2, the Trustee shall transfer to the District, at the District's written direction, the balance on deposit in the Series 2020A-3 Revenue Account on such November 2 to be used for any lawful purpose of the District, provided, however, that on the date of such proposed transfer the amount on deposit in the Series 2020A-3 Debt Service Reserve Account shall be equal to the Series 2020A-3 Debt Service Reserve Requirement, and, provided, further that the Trustee shall not have actual knowledge of an Event of Default under the Series 2020A-3 Indenture, including the payment of Trustee's fees and expenses then due..

## **Acquisition and Construction Accounts**

### **Series 2020A Acquisition and Construction Account**

The Fifth Supplemental Indenture creates a Series 2020A Acquisition and Construction Account within the Acquisition and Construction Fund. Proceeds of the Series 2020A Bonds shall be deposited into the Series 2020A Acquisition and Construction Account in the amount set forth in the Fifth Supplemental Indenture, together with any excess moneys transferred to the Series 2020A Acquisition and Construction Account, and such moneys in the Series 2020A Acquisition and Construction Account shall be applied as set forth in the Fifth Supplemental Indenture. After the Completion Date of the Series 2020A Project and after retaining in the Series 2020A Acquisition and Construction Account the amount, if any, of all remaining unpaid Costs of the Series 2020A Project set forth in the Consulting Engineer's Certificate establishing such Completion Date, any funds remaining in the Series 2020A Acquisition and Construction Account shall first be transferred to and deposited into the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2020A-2 Bonds until no such Series 2020A-2 Bonds remain Outstanding and shall thereafter be transferred to and deposited into the Series 2020A-1 General Account of the Series 2020A-1 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2020A-1 Bonds, and the Series 2020A Acquisition and Construction Account shall be closed. See "DESCRIPTION OF THE SERIES 2020 BONDS – Redemption Provisions" herein.

### **Series 2020A-3 Acquisition and Construction Account**

The Sixth Supplemental Indenture creates a Series 2020A-3 Acquisition and Construction Account within the Acquisition and Construction Fund. Proceeds of the Series 2020A-3 Bonds shall be deposited into the Series 2020A-3 Acquisition and Construction Account in the amount set forth the Sixth Supplemental Indenture, together with any excess moneys transferred to the Series 2020A-3 Acquisition and Construction Account, and such moneys in the Series 2020A-3 Acquisition and Construction Account shall be applied as set forth in the Sixth Supplemental Indenture. After the Completion Date of the Series 2020A-3 Project and after retaining in the Series 2020A-3 Acquisition and Construction Account the amount, if any, of all remaining unpaid Costs of the Series 2020A-3 Project set forth in the Consulting Engineer's Certificate establishing such Completion Date, any funds remaining in the Series 2020A-3 Acquisition and Construction Account shall be transferred to and deposited into the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2020A-3 Bonds, and the Series 2020A-3 Acquisition and Construction Account shall be closed. See "DESCRIPTION OF THE SERIES 2020 BONDS – Redemption Provisions" herein.

## **Investments**

The Indentures provide that the Trustee shall, as directed by the District in writing, invest moneys held in any Series Account in the Debt Service Fund and any Series Bond Redemption Fund created under any Supplemental Indenture only in Government Obligations and certain types of Investment Securities. Except to the extent otherwise provided in a Supplemental Indenture, the Trustee shall, as directed by the District in writing, invest moneys held in any

Series Account of the Debt Service Reserve Fund in Investment Securities. All deposits in time accounts shall be subject to withdrawal without penalty and all investments shall mature or be subject to redemption by the holder without penalty, not later than the date when the amounts will foreseeably be needed for purposes set forth herein. All securities securing investments under this heading shall be deposited with a Federal Reserve Bank, with the trust department of the Trustee, as authorized by law with respect to trust funds in the State, or with a bank or trust company having a combined net capital and surplus of not less than \$50,000,000. The Trustee shall not be accountable for any depreciation in the value of any such security or for any loss resulting from the sale thereof, except as provided hereinafter. The Trustee shall not be liable or responsible for any loss or entitled to any gain resulting from any investment or sale upon the investment instructions of the District or otherwise. The Trustee may make any investments permitted by the provisions of this heading through its own bond department or brokerage division.

Except for the assets on deposit in the Debt Service Reserve Fund, the Trustee shall value the assets in each of the Funds and Accounts established under the Indentures within five (5) Business Days following each November 1 Interest Payment Date. With respect to the assets in the Debt Service Reserve Fund, including all accounts established therein, the Trustee shall value such assets in accordance with the Fifth Supplemental Indenture or Sixth Supplemental Indenture, as applicable. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORMS OF FIFTH SUPPLEMENTAL INDENTURE AND SIXTH SUPPLEMENTAL INDENTURE" attached hereto.

### **Covenant to Levy Special Assessments**

In addition to, and not in limitation of, the covenants contained elsewhere in the respective Indentures, the District will covenant to comply with the terms of the proceedings heretofore adopted with respect to the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments, including the Assessment Resolution and the Assessment Methodology, and to levy such Special Assessments and any required true-up payments set forth in the Assessment Methodology, in such manner as will generate funds sufficient to pay the principal of and interest on the respective Series of Bonds, when due. The Assessment Methodology with respect to the Series 2020A Bonds shall not be amended in a manner that materially impacts the methodology used therein without written consent of the Majority Owners of the Series 2020A Bonds. The Assessment Methodology with respect to the Series 2020A-3 Bonds shall not be amended in a manner that materially impacts the methodology used therein without written consent of the Majority Owners of the Series 2020A-3 Bonds.

If any Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the District shall be satisfied that any such Special Assessment is so irregular or defective that the same cannot be enforced or collected, or if the District shall have omitted to make such Special Assessment when it might have done so, the District will additionally covenant to either (i) take all necessary steps to cause a new Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement, or (ii) in its sole discretion, make up the amount of such Special Assessment from legally available moneys, which moneys shall be deposited into the applicable Series Revenue Account. In case any such second assessment shall be annulled, the District shall obtain and make other Special Assessments until a valid Special Assessment shall be made.

## **Prepayment of Special Assessments**

Pursuant to the Act, an owner of property subject to the levy of Series 2020A Special Assessments or Series 2020A-3 Special Assessments may pay the entire balance of such Special Assessments remaining due, without interest, within thirty (30) days after the related Series Project has been completed or acquired by the District, and the Board has adopted a resolution accepting such Series Project pursuant to Chapter 170.09, Florida Statutes. The Developer, as the owner of all of the property within the District subject to the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments, will waive this right on behalf of itself and its successors and assigns in connection with the issuance of the Series 2020 Bonds.

[Pursuant to the Assessment Proceedings, an owner of property subject to the Special Assessments may pay the principal balance of such Special Assessments remaining due in whole at any time or in part up to two times if there is also paid an amount equal to the interest that would otherwise be due on such balance as provided below.]

[At any time any owner of property subject to a Series 2020A Special Assessment or Series 2020A-3 Special Assessment may at its option, or under certain circumstances described in the Assessment Resolutions in connection with Prepayments derived from application of the "true-up" mechanism therein shall, require the District to reduce or release and extinguish the lien upon its property by virtue of the levy of such Special Assessments by paying to the District all or a portion of the applicable Special Assessment which shall constitute the applicable Series Prepayment, as directed in writing by the District pursuant to the provisions of the applicable Supplemental Indenture, plus accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), attributable to the property subject to such Special Assessments owned by such owner; provided, however, to the extent that such payments are to be used to redeem a related Series 2020A Bond or Series 2020A-3 Bond in the event the amount in the applicable Series Debt Service Reserve Account will exceed the applicable Debt Service Reserve Requirement as a result of a Prepayment in accordance with, and the resulting redemption in accordance with, the applicable Supplemental Indenture for a Series of Bonds, the excess amount shall be transferred from the applicable Debt Service Reserve Account to the applicable Series Prepayment Account of the applicable Series Bond Redemption Fund, as a credit against the applicable Prepayment otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the District together with a certificate of a Responsible Officer of the District stating that, after giving effect to such transfers sufficient moneys will be on deposit in the applicable Debt Service Reserve Account to equal or exceed the applicable Debt Service Reserve Requirement and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of such Series of Bonds, there will be sufficient applicable Pledged Revenues to pay the principal and interest, when due, on all of the Outstanding Bonds of such Series that will remain Outstanding. The written instructions shall be delivered to the Trustee on the 46th day prior to a Redemption Date.

Upon receipt of Prepayments as described in the above paragraph, which includes accrued interest to the next succeeding Redemption Date (or the second succeeding Redemption Date if such prepayment is made within forty-five (45) calendar days before a Redemption Date), subject to satisfaction of the conditions set forth therein, the District shall immediately pay the amount so received to the Trustee and clearly identify in writing such amounts as an

applicable Prepayment, and the District shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the District Manager, to the effect that the applicable Special Assessment has been paid in whole or in part and that such applicable Special Assessment lien is thereby reduced, or released and extinguished as the case may be. Upon receipt of any such moneys from the District the Trustee shall immediately deposit the same into the applicable Prepayment Account of the applicable Bond Redemption Fund to be applied in accordance with the applicable Supplemental Indenture, to the redemption of such Series of Bonds in accordance with the applicable Supplemental Indenture.]

The Trustee may conclusively rely on the District's determination of what moneys constitute Prepayments. The Trustee shall calculate the amount available for the extraordinary mandatory redemption of the applicable Series of Bonds pursuant to the applicable Supplemental Indenture on each March 15, June 15, September 15 and December 15.

The Series 2020 Bonds are subject to extraordinary mandatory redemption as indicated under "DESCRIPTION OF THE SERIES 2020 BONDS – Redemption Provisions – Extraordinary Mandatory Redemption" from optional prepayments of related Special Assessments by property owners. See "APPENDIX D: ASSESSMENT METHODOLOGY" attached hereto and "THE DEVELOPMENT – Development Finance Plan" for more information regarding certain Developer expectations.

#### **Indenture Provisions Relating to Bankruptcy or Insolvency of Landowner**

The Master Indenture contains the following provisions which shall apply both before and after the commencement, whether voluntary or involuntary, or any case, proceeding or other action by or against any owner of any tax parcel subject to at least five percent (5%) of the applicable Special Assessments securing a Series of Bonds (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding"), except where such tax parcel shall be homestead property. For as long as any Series of Bonds remain outstanding, in any Proceeding involving the District, any Insolvent Taxpayer, any Series of Series 2020 Bonds, or any Special Assessments securing a Series of Series 2020 Bonds, the District shall be obligated to act in accordance with direction from the Trustee with regard to all matters directly or indirectly affecting such Series of Bonds or for as long as any such Series of Bonds remain Outstanding.

The District further acknowledges and agrees that, although a Series of Bonds may be issued by the District, the Owners of such Series of Bonds are categorically a party with a financial stake in the transaction and, consequently, a party with a vested interest in a Proceeding. In the event of any Proceeding involving any Insolvent Taxpayer:

(a) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Special Assessments securing a Series of Bonds, such Series Bonds or any rights of the Trustee under the applicable Indenture that is inconsistent with any direction from the Trustee; provided, however, that the Trustee shall be deemed to have

consented, on behalf of the Majority Owners of Outstanding Bonds of a Series, to the proposed action if the District does not receive a written response from the Trustee within forty-five (45) days following request for consent;

(b) the Trustee shall have the right, but is not obligated to (unless directed by the Majority Owners of Outstanding Bonds of a Series and receipt by Trustee of indemnity satisfactory to the Trustee), (i) vote in any such Proceeding any and all claims of the District, except for any claims the District may have related to the District's operation and maintenance assessments or other claims unrelated to the Special Assessments securing a Series of Bonds or such Series of Bonds and (ii) file any motion, pleading, plan or objection in any such Proceeding on behalf of the District, except for any claims the District may have related to the District's operation and maintenance assessments or other claims unrelated to the Special Assessments securing a Series of Bonds or such Series of Bonds, including without limitation, motions seeking relief from the automatic stay, dismissal of the Proceeding, valuation of the property belonging to the Insolvent Taxpayer, termination of exclusivity, and objections to disclosure statements, plans of liquidation or reorganization, and motions for use of cash collateral, seeking approval of sales or post-petition financing; and, if the Trustee chooses to exercise any such rights (or is directed in writing by the Majority Owners of Outstanding Bonds of a Series and receipt by Trustee of indemnity satisfactory to the Trustee), the District shall be deemed to have appointed the Trustee as its agent and granted to the Trustee an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including, without limitation, the right to file and/or prosecute any claims, to propose and prosecute a plan, to vote to accept or reject a plan, and to make any election under Section 1111(b) of the United States Bankruptcy Code; and

(c) the District shall not challenge the validity or amount of any claim submitted in such Proceeding by the Trustee in good faith or any valuations of the lands owned by any Insolvent Taxpayer submitted by the Trustee in good faith in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District claim with respect to the Special Assessments securing a Series of Bonds or receipt of adequate protection (as that term is defined in the United States Bankruptcy Code).

Without limiting the generality of the foregoing, the District will agree that the Trustee shall have the right (i) to file a proof of claim with respect to the Special Assessments securing a Series of Bonds, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

Notwithstanding the provisions of paragraph (a) above, nothing in this heading shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for operation and maintenance assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or directions with respect to the Special Assessments securing a Series of Bonds whether such claim is pursued by the District or the Trustee. See "BONDOWNERS' RISKS – Bankruptcy Risks" herein.

## **Events of Default and Remedies**

Each of the following shall be an "Event of Default" under the Indenture, with respect to a Series of Series 2020 Bonds:

(a) if payment of any installment of interest on any Bond of such Series is not made when it becomes due and payable; or

(b) if payment of the principal or Redemption Price of any Bond of such Series is not made when it becomes due and payable at maturity or upon call or presentation for redemption; or

(c) if the District, for any reason, fails to, or is rendered incapable of fulfilling its obligations under the applicable Indenture or under the Act; or

(d) if the District proposes or makes an assignment for the benefit of creditors or enters into a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the District or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the District and if such is not vacated, dismissed or stayed on appeal within ninety (90) days; or

(e) if the District defaults in the due and punctual performance of any other covenant in the applicable Indenture or in any Bond of such Series issued pursuant to such Indenture and such default continues for sixty (60) days after written notice thereof that requires the same to be remedied shall have been given to the District by the Trustee, which notice may be given by the Trustee in its discretion and which notice shall be given by the Trustee at the written request of the Majority Owners of the Bonds of such Series; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such sixty (60) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the District shall commence such performance within such sixty (60) day period and shall diligently and continuously prosecute the same to completion;

(f) The Trustee withdraws more than twenty-five percent (25%) of the available funds from a Series Account of the Debt Service Reserve Fund established to pay Debt Service Requirements for a Series of Bonds and such amount is not replenished within twelve (12) months of the date of withdrawal (including from collections of delinquent Special Assessments); or

(g) More than twenty-five percent (25%) of the operation and maintenance assessments levied and collected directly by the District on District Lands subject to the Special Assessments securing such Series of Bonds are not paid within ninety (90) days of the date such are due and payable ("Delinquent Direct Billed Operation and Maintenance Assessments").

An Event of Default with respect to a Series of Bonds shall not be an Event of Default as to any other Series of Bonds, unless otherwise provided in a Supplemental Indenture.



No Series of Bonds shall be subject to acceleration. If any Event of Default with respect to a Series of Bonds has occurred and is continuing, the Trustee, in its discretion may, and upon the written request of the Majority Owners of the Outstanding Bonds of such Series and receipt of indemnity to its satisfaction shall, in its own name:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Holders of the Bonds of such Series, including, without limitation, the right to require the District to carry out any agreements with, or for the benefit of, the Bondholders of the Bonds of such Series and to perform its or their duties under the Act;

(b) bring suit upon the Series of Bonds;

(c) by action or suit in equity require the District to account as if it were the trustee of an express trust for the Holders of the Bonds of such Series;

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Holders of the Bonds of such Series; and

(e) by other proceeding in law or equity, exercise all rights and remedies provided for by any other document or instrument securing such Series of Bonds.

The Majority Owners of the Outstanding Bonds of a Series then subject to remedial proceedings under the applicable Indenture shall have the right to direct the method and place of conducting all remedial proceedings by the Trustee under the applicable Indenture, provided that such directions shall not be otherwise than in accordance with law or the provisions of the applicable Indenture.

No Bondholder shall have any right to pursue any remedy under the applicable Indenture unless (a) the Trustee shall have been given written notice of an Event of Default, (b) the Majority Owners of the Outstanding Bonds of the applicable Series shall have requested the Trustee, in writing, to exercise the powers granted in the Indenture or to pursue such remedy in its or their name or names, (c) the Trustee shall have been offered indemnity satisfactory to it against costs, expenses and liabilities (including reasonable counsel fees, costs and expenses), and (d) the Trustee shall have failed to comply with such request within a reasonable time.

Any moneys received by the Trustee or the Paying Agent, as the case may be, in connection with any proceedings brought under the applicable Indenture with respect to a Series of Bonds shall be applied in the following priority:

(a) to the payment of the costs of the Trustee, the Registrar and Paying Agent incurred in connection with actions taken under the Indenture with respect to such Series of Bonds, including reasonable counsel fees, costs and expenses and any disbursements of the Trustee, the Registrar and the Paying Agent and payment of unpaid fees owed to the Trustee, the Registrar and the Paying Agent.

(b) unless the principal of all the Bonds of such Series shall have become due and payable:

FIRST: to payment of all installments of interest then due on the Bonds of such Series in the order of maturity of such installments of interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any preference or priority of one installment of interest over any other installment; and

SECOND: to payment to the persons entitled thereto of the unpaid principal or Redemption Price of any of the Bonds of such Series which shall have become due in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the principal or Redemption Price coming due on such Bonds on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any preference or priority of one such Bond of a Series over another or of any installment of interest over another.

(c) if the principal of all Bonds of a Series shall have become due and payable, to the payment of principal or Redemption Price (as the case may be) and interest then owing on the Bonds of such Series and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or Redemption Price and interest ratably, without preference or priority of one Bond of such Series over another or of any installment of interest over any other installment of interest.

The District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the applicable Indenture, the provisions for the collection of delinquent Special Assessments, the provisions for the foreclosure of liens of delinquent Special Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the written direction of, and on behalf of, the Majority Owners, from time to time, of the applicable Series of Bonds. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners and allowed pursuant to Federal or State law, the District acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Special Assessments collected directly by the District when due, that the entire Special Assessments related to the applicable Series of Bonds on the tax parcel as to which such delinquent Special Assessment pertains, with interest and penalties thereon, shall immediately become due and payable and the District shall cause to be commenced the necessary legal proceedings for the foreclosure of liens of delinquent Special Assessments related to the applicable Series of Bonds with respect to such tax parcel, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages. Notwithstanding anything to the contrary herein, the District shall be entitled to first recover from any foreclosure before such proceeds are applied to the payment of principal or interest on the Bonds, all fees and costs expended in connection with such foreclosure, regardless of whether such fees and costs are included as part of the Special Assessments. See "APPENDIX A: COPY OF MASTER INDENTURE AND PROPOSED FORMS OF FIFTH SUPPLEMENTAL INDENTURE AND SIXTH SUPPLEMENTAL INDENTURE" attached hereto for more information regarding remedies upon an Event of Default.

## **ENFORCEMENT OF ASSESSMENT COLLECTIONS**

### **General**

The primary source of payment for the Series 2020A Bonds and the Series 2020A-3 Bonds are the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments, respectively (collectively, the "Special Assessments"), pursuant to the Assessment Resolutions and the Assessment Methodology (collectively, the "Assessment Proceedings"). See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein and "APPENDIX D: ASSESSMENT METHODOLOGY" attached hereto.

The imposition, levy, and collection of Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the St. Johns County Tax Collector (the "Tax Collector") or the St. Johns County Property Appraiser (the "Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, some or all of the Special Assessments during any year. Such delays in the collection of Special Assessments, or complete inability to collect any Series of the Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the related Series of Series 2020 Bonds. To the extent that landowners fail to pay the Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the related Series of Series 2020 Bonds. The Act provides for various methods of collection of delinquent Special Assessments by reference to other provisions of the Florida Statutes. See "BONDOWNERS' RISKS."

The Special Assessments must meet two requirements to be valid: (1) the benefit from the Series 2020A Project and the Series 2020A-3 Project to the lands subject to the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments, respectively, must exceed or equal the amount of such Special Assessments, and (2) the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments must be fairly and reasonably allocated across all benefitted properties in the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area, respectively. The Certificate of the Methodology Consultant delivered at closing on the Series 2020 Bonds will certify that these requirements have been met with respect to the Special Assessments.

Pursuant to the Act and the Assessment Proceedings, the District may collect the Special Assessments through a variety of methods, although it is anticipated that the Series 2020A-1 Special Assessments will be collected by direct bill for unplatted lands and by the Uniform Method for platted lots, and that the Series 2020A-2 Special Assessments and the Series 2020A-3 Special Assessments will be collected by direct bill. The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

### **Direct Billing & Foreclosure Procedure**

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Special Assessments. In this context, Section 170.10 of the Florida Statutes provides that upon the failure of any property owner to timely pay all or any

part of the annual installment of principal and/or interest of a special assessment due, including the Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay the Special Assessments and the ability to foreclose the lien of such Special Assessments upon the failure to pay such Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay such Special Assessments. See "BONDOWNERS' RISKS" herein.

### **Uniform Method Procedure**

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Special Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Special Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item would cause the Special Assessments to not be collected to that extent, which

could have a significant adverse effect on the ability of the District to make full or punctual payment of the debt service requirements on the related Series of Bonds.

Under the Uniform Method, if the Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to Bondowners (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Special Assessments, (2) that future landowners and taxpayers in the District will pay such Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Assessment Proceedings to discharge the lien of the Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Special Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption

are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear. If the property is purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the Assessment Areas may affect the demand for certificates and the successful collection of the respective Special Assessments, which are the primary source of payment of the related Series of Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS – Bankruptcy Risks."

### **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds issued by a public authority or governmental body in the State and secured by special assessments. Certain of these risks are described in other sections of this Limited Offering Memorandum. Certain additional risks are associated with the Series 2020 Bonds offered hereby and are set forth below. Prospective investors in the Series 2020 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2020 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2020 Bonds, and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety for a more complete description of investment considerations relating to the Series 2020 Bonds.

#### **Concentration of Land Ownership**

As of the date of delivery of the Series 2020 Bonds, the Developer will own all of the lands within the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area, respectively, which are the lands that will be subject to the levy of the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments, respectively, securing the Series 2020A Bonds and the Series 2020A-3 Bonds, respectively. Payment of the Special Assessments is primarily dependent upon their timely payment by the Developer and the other future landowners in the respective Assessment Areas. Non-payment of Special Assessments by the Developer or such other future landowners would have a substantial adverse impact upon the

District's ability to pay debt service on the related Series of Series 2020 Bonds. See "THE DEVELOPER" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" herein.

NONE OF THE REVENUES DERIVED FROM THE LEVY AND COLLECTION OF THE SERIES 2020A ASSESSMENTS ARE PLEDGED TO OR AVAILABLE TO PAY THE SERIES 2020A-3 BONDS. NONE OF THE SERIES 2020A-3 SPECIAL ASSESSMENTS ARE PLEDGED TO OR AVAILABLE TO PAY THE SERIES 2020A BONDS.

THE SERIES 2020A-1 BONDS AND THE SERIES 2020A-2 BONDS ARE SEPARATELY SECURED BY THE SERIES 2020A-1 SPECIAL ASSESSMENTS AND THE SERIES 2020A-2 SPECIAL ASSESSMENTS, RESPECTIVELY. NOTWITHSTANDING THE FOREGOING, HOWEVER, THE SERIES 2020A-1 SPECIAL ASSESSMENTS WHICH SECURE THE SERIES 2020A-1 BONDS AND THE SERIES 2020A-2 SPECIAL ASSESSMENTS WHICH SECURE THE SERIES 2020A-2 BONDS ARE INITIALLY BEING LEVIED ON THE SAME LANDS WITHIN THE SERIES 2020A ASSESSMENT AREA, SO THAT AN EVENT OF DEFAULT UNDER, OR THE EXERCISE OF REMEDIES AGAINST, ONE SERIES OF THE SERIES 2020A BONDS COULD ADVERSELY AFFECT THE OTHER SERIES OF 2020A BONDS.

### **Bankruptcy Risks**

In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other owner of property subject to Special Assessments, delays and impairment could occur in the payment of debt service on the related Series of Series 2020 Bonds, as such bankruptcy could negatively impact the ability of: (i) the Developer and any other landowner to pay such Special Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to such Special Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of such Special Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2020 Bonds, the Trustee and the District under the Indentures are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law, in the Indentures and in the Series 2020 Bonds, as applicable, including, without limitation, enforcement of the obligation to pay Special Assessments and the ability of the District to foreclose the lien of the Special Assessments, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2020 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2020 Bonds could have a material adverse impact on the interest of the Owners thereof.

A 2011 bankruptcy court decision in Florida held that the governing body of a community development district, and not the bondholders or indenture trustee, was the creditor of the landowners/debtors in bankruptcy with respect to claims for special assessments, and thus only the district could vote to approve or disapprove a reorganization plan submitted by the



debtors in the case. The district voted in favor of the plan. The governing body of the district was at that time elected by the landowners rather than qualified electors. Under the reorganization plan that was approved, a two-year moratorium was placed on the debtor landowners' payment of special assessments. As a result of this non-payment of assessments, debt service payments on the district's bonds were delayed for two years or longer. The Master Indenture provides for the delegation of certain rights from the District to the Trustee in the event of a bankruptcy or similar proceeding with respect to an Insolvent Taxpayer (as previously defined). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Indenture Provisions Relating to Bankruptcy or Insolvency of Landowner." The District cannot express any view whether such delegation would be enforceable.

### **Special Assessments Are Non-Recourse**

The principal security for the payment of the principal and interest on the Series 2020A-1 Bonds, the Series 2020A-2 Bonds and the Series 2020A-3 Bonds is the timely collection of the Series 2020A-1 Special Assessments, the Series 2020A-2 Special Assessments and the Series 2020A-3 Special Assessments, respectively. Such Special Assessments do not constitute a personal indebtedness of the owners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the Developer or subsequent landowners will be able to pay such Special Assessments or that they will pay such Special Assessments even though financially able to do so. Neither the Developer nor any other subsequent landowners are guarantors of payment of any Special Assessment, and the recourse for the failure of the Developer or any other subsequent landowner to pay the Special Assessments is limited to the collection proceedings against the land subject to such unpaid Special Assessments, as described herein. Therefore the likelihood of collection of the Special Assessments may ultimately depend on the market value of the land subject to such Special Assessments. While the ability of the Developer or subsequent landowners to pay the Special Assessments is a relevant factor, the willingness of the Developer or subsequent landowners to pay the Special Assessments, which may also be affected by the value of the land subject to such Special Assessments, is also an important factor in the collection of such Special Assessments. The failure of the Developer or subsequent landowners to pay Special Assessments could render the District unable to collect delinquent Special Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of debt service on the related Series of Series 2020 Bonds.

### **Regulatory and Environmental Risks**

The development of the District Lands, including without limitation the Assessment Areas, is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District Lands, including without limitation the Assessment Areas. See "THE DEVELOPMENT – Development Approvals" herein for more information.

The value of the land within the Assessment Areas, the success of the Development, the development of the District Lands, including without limitation the Assessment Areas, and the likelihood of timely payment of principal and interest on the Series 2020 Bonds could be affected by environmental factors with respect to the land in the District. Should the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the District, which could materially and adversely affect the success of the development of the lands within the District and the likelihood of the timely payment of the Series 2020 Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. See "THE DEVELOPMENT – Environmental" for information on environmental site assessments obtained or received. Nevertheless, it is possible that hazardous environmental conditions could exist within the District or in the vicinity of the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the Assessment Areas. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future, whether originating within the District or from surrounding property, and what effect such may have on the development or sale of the District Lands, including without limitation the Assessment Areas.

The value of the lands subject to Special Assessments could also be adversely impacted by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District Lands unable to support future development. The occurrence of any such events could materially adversely impact the District's ability to pay principal and interest on the Series 2020 Bonds. The Series 2020 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

### **Economic Conditions and Changes in Development Plans**

The successful development of land in the District, including without limitation the Assessment Areas, the purchase of lots by homebuilders and the sale of residential units therein, once such homes are built, may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer and the homebuilders in the Development. Moreover, the Developer has the right to modify or change plans for development of the Development from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with and subject to the provisions of the Act, to contract or expand the boundaries of the District.

### **Other Taxes and Assessments**

The willingness and/or ability of an owner of assessable land within the respective Assessment Areas to pay the Special Assessments on such land could be affected by the existence of other taxes and assessments imposed upon such land by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt, including the Special Assessments, collected pursuant to the

Uniform Method are payable at one time. Public entities whose boundaries overlap those of the District, could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Special Assessments. In addition, the Assessment Areas are also subject to assessments by property and homeowners' associations. See "THE DEVELOPMENT – Taxes, Fees and Assessments" for additional information.

Under Florida law, a landowner may contest the assessed valuation determined for its property that forms the basis of ad-valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Special Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to such Special Assessment, even though the landowner is not contesting the amount of the Special Assessment. However, Section 194.014, Florida Statutes, requires taxpayers challenging the assessed value of their property to pay all non-ad valorem taxes and at least 75% of their ad valorem taxes before they become delinquent. Likewise, taxpayers who challenge the denial of an exemption or classification or a determination that their improvements were substantially complete must pay all non-ad valorem assessments and the amount of ad valorem taxes that they admit in good faith to be owing. If a taxpayer fails to pay property taxes as set forth above, the Value Adjustment Board considering the taxpayer's challenge is required to deny such petition by written decision by April 20 of such year.

### **Limited Secondary Market**

The Series 2020 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for such Bonds in the event an Owner thereof determines to solicit purchasers for such Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which such Bonds may be sold. Such price may be lower than that paid by the current Owners of each Series of the Bonds, depending on the progress of development of the Development and the lands within the respective Assessment Areas, existing real estate and financial market conditions and other factors.

### **Inadequacy of Debt Service Reserve Accounts**

Some of the risk factors discussed herein, which, if materialized, would result in a delay in the collection of the Special Assessments, may not adversely affect the timely payment of debt service on the related Series of Series 2020 Bonds because of the related Series Debt Service Reserve Account. The ability of a Series Debt Service Reserve Account to fund deficiencies caused by delinquent Special Assessments is dependent on the amount, duration and frequency of such deficiencies. Moneys on deposit in each Series Debt Service Reserve Account may be invested in certain obligations permitted under the applicable Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys in such Series Debt Service Reserve Account to make up deficiencies. If the District has difficulty in collecting Special Assessments, the related Series Debt Service Reserve Account could be rapidly depleted and the ability of the District to pay debt service could be materially adversely affected. In addition, during an Event of Default under the applicable Indenture with respect to a Series of Series 2020 Bonds, the Trustee may withdraw moneys from the related Series Debt Reserve Account and

such other Funds, Accounts and subaccounts created under the related Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series Debt Service Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by such Special Assessments in order to provide for the replenishment of the related Series Debt Service Reserve Account.

THE SERIES 2020A DEBT SERVICE RESERVE ACCOUNTS ARE NOT AVAILABLE TO PAY DEBT SERVICE ON THE SERIES 2020A-3 BONDS, AND THE SERIES 2020A-3 DEBT SERVICE RESERVE ACCOUNT IS NOT AVAILABLE TO PAY DEBT SERVICE ON THE SERIES 2020A BONDS. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Debt Service Reserve Accounts" herein for more information about the Debt Service Reserve Accounts.

### **Legal Delays**

If the District should commence a foreclosure action against a landowner for nonpayment of Special Assessments, such landowner may raise affirmative defenses to such foreclosure action. Although the District expects that such affirmative defenses would likely be proven to be without merit, they could result in delays in completing the foreclosure action. In addition, the District is required under the related Indenture to fund the costs of such foreclosure. It is possible that the District will not have sufficient funds and will be compelled to request Bondholders to allow funds on deposit under the applicable Indenture to be used to pay the costs of the foreclosure action. Under the Code, there are limitations on the amounts of bond proceeds that can be used for such purpose.

### **IRS Examination and Audit Risk**

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question

was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the IRS found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

On February 23, 2016, the IRS published proposed regulations designed to provide prospective guidance with respect to potential private business control of issuers by providing a new definition of political subdivision for purposes of determining whether an entity is an appropriate issuer of bonds the interest on which is excluded from gross income for federal tax purposes. The proposed regulations require that a political subdivision (i) have the power to exercise at least one sovereign power, (ii) be formed and operated for a governmental purpose, and (iii) have a governing body controlled by or have significant uses of its funds or assets otherwise controlled by a government unit with all three sovereign powers or by an electorate that is not controlled by an unreasonably small number of unrelated electors. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating that, "while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues." Notice of withdrawal of the proposed regulations was published in the Federal Register on October 20, 2017.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts' bonds' tax-exempt status, but has advised such districts that such districts must have public electors within the timeframe established by the applicable state law or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the landowners and none were elected by qualified electors. The Developer will certify as to its expectations as to the timing of the transition of control of the Board of the District to qualified electors pursuant to the Act, and its expectations as to compliance with the Act by any members of the Board that it elects. Such certification by the Developer does not ensure that such certification shall be determinative of, or may influence the outcome of any audit by the IRS, or any appeal from such audit, that may result in an adverse ruling that the District is not a political subdivision for purposes of Section 103(a) of the Code. Further, there can be no assurance that an audit by the IRS of either Series of the Series 2020 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that

any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law.

Owners of the Series 2020 Bonds are advised that, if the IRS does audit such Series 2020 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of such Series of Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of such Series 2020 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on such Series 2020 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2020 Bonds would adversely affect the availability of any secondary market for such Series 2020 Bonds. Should interest on the Series 2020 Bonds become includable in gross income for federal income tax purposes, not only will Owners of such Series 2020 Bonds be required to pay income taxes on the interest received on such Series 2020 Bonds and related penalties, but because the interest rate on such Series 2020 Bonds will not be adequate to compensate Owners of such Series 2020 Bonds for the income taxes due on such interest, the value of such Series 2020 Bonds may decline.

THE INDENTURES DO NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATES ON THE SERIES 2020 BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON SUCH SERIES OF BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2020 BONDS SHOULD EVALUATE WHETHER THEY CAN OWN SUCH THE SERIES 2020 BONDS IN THE EVENT THAT THE INTEREST ON SUCH SERIES OF BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

### **Loss of Exemption from Securities Registration**

Since the Series 2020 Bonds have not been and will not be registered under the Securities Act of 1933, as amended, or any state securities laws, if the District is ever deemed, by the IRS, judicially or otherwise, not to be a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of Series 2020 Bonds may not be able to rely on the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), relating to securities issued by political subdivisions. In that event, the Owners of such Series of Series 2020 Bonds would need to ensure that subsequent transfers of Bonds of such Series are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

### **Federal Tax Reform**

Various legislative proposals are mentioned from time to time by members of Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the IRS may, in the future, issue rulings that have the effect of

challenging the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations or states and their political subdivisions, such as the Series 2020 Bonds, by eliminating or changing the tax-exempt status of interest on such bonds. Whether any such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2020 Bonds cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2020 Bonds. Prospective purchasers of the Series 2020 Bonds should consult their tax advisors as to the impact of any proposed or pending legislation as well as the impact of federal legislation enacted in December 2017. See also "TAX MATTERS."

### **State Tax Reform**

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On October 31, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the Office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2020 Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "The state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the ... assessments... and to fulfill the terms of any agreement made with the holders of such bonds ... and that it will not impair the rights or remedies of such holders."

### **Insufficient Resources or Other Factors Causing Failure to Complete the Development of and the Construction of Homes in the Assessment Areas**

There can be no assurance, in the event the District does not have sufficient moneys on hand to complete the portions of the Capital Improvement Plan needed to develop the Assessment Areas, that the District will be able to raise, through the issuance of additional bonds or otherwise, the moneys necessary to complete such portions of the Capital Improvement Plan. Further, the Indentures limit the ability of the District to issue any other Bonds or other debt obligations secured by Special Assessments on assessable lands within the Assessment Areas, as applicable. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Additional Obligations" for more information.

WHILE IT IS ANTICIPATED THAT THE NET PROCEEDS OF THE SERIES 2020 BONDS WILL FUND THE PORTIONS OF THE CAPITAL IMPROVEMENT PLAN DESCRIBED HEREIN, SUCH PROCEEDS MAY IN FACT BE USED TO FUND ANY IMPROVEMENT THAT IS PART OF

THE DISTRICT'S CAPITAL IMPROVEMENT PLAN. Accordingly, there is no assurance that the issuance of the Series 2020 Bonds will result in proceeds being applied to the development of the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area. Although the Developer will agree to fund or cause to be funded the completion of the Capital Improvement Plan, regardless of the insufficiency of bond proceeds therefor, and the Developer will enter into [amendments to its existing Completion Agreement] with the District upon the issuance of the Series 2020 Bonds, respectively, as evidence of its completion obligations, there can be no assurance that the Developer will have sufficient resources to do so. [Such obligation of the Developer does not commence until the proceeds of the Prior Bonds and the Series 2020 Bonds available to pay for portions of the Capital Improvement Plan are expended and will terminate upon certain conditions being met. See "THE DEVELOPMENT – Developer Agreements" herein. Such obligation of the Developer is an unsecured obligation, and the Developer is a special-purpose entity whose assets consist primarily of its interests in the Development. See "THE DEVELOPER" here in for more information.

There is a possibility that, even if the Assessment Areas are developed, the Builders (as defined herein) may not close on all or any of the lots in the respective Assessment Areas, and such failure to close could negatively impact the construction of homes in such Assessment Areas. The obligations of the Builders to purchase lots in the Assessment Areas are subject to the specific terms and conditions of the specific contracts entered into by the Developer with the respective Builders, and such contracts are subject to termination based on certain conditions that will be set forth therein. See "THE DEVELOPMENT – Builder Program" herein for additional information.

### **COVID-19 Related Matters**

In addition to the general economic conditions discussed above, the timely and successful completion of the Development and the construction and sale of residential units within the Assessment Areas may be adversely impacted by the spread of the novel strain of coronavirus called COVID-19 or by other highly contagious or epidemic or pandemic diseases. Although it is unclear at this time what, if any, potential impacts COVID-19 may have on the Development, it is possible that construction delays, delays in the receipt of permits or other government approvals or other delays could occur as a result of COVID-19 that adversely impact the Development. Further, while the District cannot predict the duration of the COVID-19 outbreak, it may alter the future behavior of businesses and people in a manner that could have negative impacts on global and local economics, which could adversely impact the completion of the development of the Assessment Areas, the acquisition by Builders of lots in the Assessment Areas, and/or the successful construction and sale of homes in the Assessment Areas. See also "–Economic Conditions and Changes in Development Plans" and "–Insufficient Resources or Other Factors Causing Failure to Complete the Development of, or the Construction of Homes within, the Assessment Areas" herein.

### **Cybersecurity**

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may



attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurances can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2020 Bonds.

#### **Payment of Series 2020A Special Assessments after Bank Foreclosure**

In the event a bank forecloses on property because of a default on the mortgage and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Special Assessments, as applicable. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

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## ESTIMATED SOURCES AND USES OF FUNDS

<u>Source of Funds</u>	<u>Series 2020A-1 Bonds</u>	<u>Series 2020A-2 Bonds</u>	<u>Series 2020A-3 Bonds</u>
Par Amount			
[Premium/Discount]			
<b>Total Sources</b>			
 <u>Uses of Funds</u>			
Deposit to Series 2020A Acquisition and Construction Account			
Deposit to Series 2020A-3 Acquisition and Construction Account			
Deposit to Series 2020A-1 Debt Service Reserve Account			
Deposit to Series 2020A-2 Debt Service Reserve Account			
Deposit to Series 2020A-3 Debt Service Reserve Account			
Deposit to Series 2020A-1 Interest Account <sup>(1)</sup>			
Deposit to Series 2020A-2 Interest Account <sup>(1)</sup>			
Deposit to Series 2020A-3 Interest Account <sup>(1)</sup>			
Deposit to Series 2020A Costs of Issuance Subaccount <sup>(2)</sup>			
Deposit to Series 2020A-3 Costs of Issuance Subaccount <sup>(2)</sup>			
<b>Total Uses</b>			

<sup>(1)</sup> Interest capitalized through \_\_\_\_\_ 1, 2020.

<sup>(2)</sup> Costs of issuance includes, without limitation, legal fees and other costs associated with the issuance of the Series 2020 Bonds, including Underwriter's discount.

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## DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2020 Bonds:

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## **THE DISTRICT**

### **General Information**

The District is a local unit of special purpose government of the State of Florida, created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and Ordinance No. 2016-11 enacted by the Board of Commissioners of St. Johns County (the "County") on March 1, 2016, and effective on March 7, 2016. The boundaries of the District include approximately 630 acres of land (the "District Lands") located within an area of unincorporated northeastern St. Johns County. See "THE DEVELOPMENT" herein for more information.

### **Board of Supervisors**

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Ordinance. Within 90 days after formation of the District, an election was held pursuant to which new Supervisors were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

At the initial election held within 90 days after formation of the District, the landowners in the District elected two Supervisors to four-year terms and three Supervisors to two-year terms. Thereafter, the elections take place every two years, with the first such election being held on the first Tuesday in November, and subsequent elections being held on a date in November established by the Board. Upon the later of six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and the expiration of the term of each member are set forth below:

<b>Name</b>	<b>Title</b>	<b>Term Expires</b>
Bruce J. Parker*	Chairperson	November 2020
Blaz Kovacic*	Vice-Chairperson	November 2020
Ben Bishop, III*	Assistant Secretary	November 2020
Danielle Simpson*	Assistant Secretary	November 2022
Aaron Lyman*	Assistant Secretary	November 2022

\*Employee of the Developer or one of its affiliates.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.

### **Legal Powers and Authority**

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things, (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities, and basic infrastructure for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and waste-water management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; (iv) conservation areas, mitigation areas, and wildlife habitat; (v) any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District, and (vi) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses, and

security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits. These functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of bondholders to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2020 Bonds.

### **The District Manager and Other Consultants**

The chief administrative official of the District is the District Manager (as hereinafter defined). The Act provides that a district manager has charge and supervision of the works of the District and is responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the Board.

The District has retained Governmental Management Services, LLC, Tampa, Florida, to serve as its district manager ("District Manager"). The District Manager's office is located at 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092, telephone number (904) 940-5850.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Bryant Miller Olive P.A., Orlando, Florida, as Bond Counsel; England - Thims & Miller, Inc., Jacksonville, Florida, as Consulting Engineer (the "Consulting Engineer"); and Hopping Green & Sams, P.A., Tallahassee, Florida, as District Counsel. The Board has also retained Governmental Management Services, LLC, St. Augustine, Florida, to serve as Methodology Consultant and the Dissemination Agent for the Series 2020 Bonds.

### **Outstanding Indebtedness**

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

1 Bonds and the Series 2016B Bonds are outstanding in the amounts \$6,435,000 and \$4,430,000, respectively, as of April 20, 2020.\* The Series 2016A-2 Bonds have been prepaid in full.

The Series 2016A-1 Bonds are secured by non-ad valorem special assessments that have been allocated to Phase 1 of the Development, which has been platted to contain 302 single-family residential units (the "Series 2016A Special Assessments"). The Series 2016A Special Assessments are levied on District Lands that are separate and distinct from the District Lands subject to the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments.

The Series 2016B Bonds are secured by non-ad valorem special assessments that were initially allocated to the District Lands outside of Phase 1 (the "Series 2016B Special Assessments"). Upon the issuance of the Series 2018 Bonds and the Series 2019 Bonds, all of the Series 2016B Special Assessments levied on the lands within the Series 2018 Assessment Area and the Series 2019 Assessment Area (each as described herein) were prepaid and the lien of such Series 2016B Special Assessments was removed from such Assessment Areas (which include all of the land in the Series 2020A-3 Assessment Area). Prior to and as a condition to issuance of the Series 2020A Bonds, all of the Series 2016B Special Assessments levied on the Series 2020A Assessment Area will be prepaid in full in the amount of [\$\_\_\_\_\_], and the lien of such Series 2016B Special Assessments will be removed from the Series 2020A Assessment Area. Following the issuance of the Series 2020 Bonds, the Series 2016B Special Assessments will continue to be levied on the remaining District Lands outside of Phase 1, the Series 2018 Assessment Area, the Series 2019 Assessment Area and the Series 2020A Assessment Area, which remaining lands are expected to be developed at a future time as additional phases of the Development. See "THE DEVELOPMENT – Development Plan and Residential Product Offerings" for more information regarding the phasing and development plan for the District Lands.

On November 19, 2018, the District issued its \$8,955,000 Special Assessment Bonds, Series 2018A-1 (the "Series 2018A-1 Bonds") and its \$7,535,000 Special Assessment Bonds, Series 2018A-2 (the "Series 2018A-2 Bonds, and, together with the Series 2018A-1 Bonds, the "Series 2018 Bonds"), all of which were outstanding as of April 20, 2020. The Series 2018 Bonds are secured by non-ad valorem special assessments levied on the District Lands corresponding to Phase 2A[, 2C] and the Beacon Lake Townhomes (the "Series 2018 Assessment Area").

On February 25, 2019, the District issued its \$3,660,000 Special Assessment Bonds, Series 2019A-1 (the "Series 2019A-1 Bonds") and its \$4,450,000 Special Assessment Bonds, Series 2019A-2 (the "Series 2019A-2 Bonds, and, together with the Series 2019A-1 Bonds, the "Series 2019 Bonds") all of which were outstanding as of April 20, 2020. The Series 2019 Bonds are secured by non-ad valorem special assessments levied on the District Lands corresponding to Phase 3A (the "Series 2019 Assessment Area").

The Series 2016 Bonds, the Series 2018 Bonds and the Series 2019 Bonds are collectively referred to herein as the "Prior Bonds."

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\* On [\_\_\_\_\_, 1, 2020], the District expects to call a portion of the Series 2016B Bonds for extraordinary mandatory redemption in the principal amount of [\$635,000], together with accrued interest thereon, as a result of the prepayment of the Series 2016B Special Assessments that are levied on the District Lands in the Series 2020A Assessment Area.

The Series 2020A Special Assessments securing the Series 2020A Bonds will be levied on the District Lands known as Phase 2B, which are planned to contain 79 single-family lots (the "Series 2020A Assessment Area"). The lands in the Series 2020A Assessment Area are separate and distinct from the District Lands subject to the special assessments securing the Prior Bonds.\*

The Series 2020A-3 Special Assessments securing the Series 2020A-3 Bonds will be levied as additional special assessments on those portions of (i) lands in Phase 2A [and 2C] corresponding to [ ] of the total 266 single-family lots planned for such Phases and (ii) lands in Phase 3A corresponding to [ ] of the total 134 single-family lots planned for Phase 3A (the "Series 2020A-3 Assessment Area"). As such, the Series 2020A-3 Assessment Area overlaps portions of the Series 2018 Assessment Area and the Series 2019 Assessment Area. Revenues from the Series 2018 Special Assessments and the Series 2019 Special Assessments will not be available to pay debt service on the Series 2020A-3 Bonds, and revenues from the Series 2020A-3 Special Assessments will not be available to pay debt service on the Series 2018 Bonds or the Series 2019 Bonds. HOWEVER, BECAUSE THE SERIES 2020A-3 SPECIAL ASSESSMENTS ARE LEVIED ON PORTIONS OF THE DISTRICT LANDS ON WHICH THE SERIES 2018 SPECIAL ASSESSMENTS AND THE SERIES 2019 SPECIAL ASSESSMENTS ARE LEVIED, AN EVENT OF DEFAULT UNDER, OR THE EXERCISE OF REMEDIES AGAINST THE SERIES 2018 BONDS OR THE SERIES 2019 BONDS COULD ADVERSELY AFFECT THE SERIES 2020A-3 BONDS.

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\* Following prepayment of the Series 2016B Special Assessments levied on Phase 2B, as described above.



## **THE CAPITAL IMPROVEMENT PLAN AND THE PROJECTS**

### **General**

The Engineer's Report Capital Improvement Plan, dated March 17, 2016 as modified by the First Supplemental Engineer's Report for Master Infrastructure – Phase I and Future Phases Capital Improvement Plan, dated October 6, 2016, as supplemented, and as particularly supplemented by the Third Supplemental Engineer's Report for Series 2020 Projects, dated April 16, 2020 (collectively, the "Engineer's Report"), prepared by England - Thims & Miller, Inc. (the "District Engineer"), sets forth certain infrastructure improvements to be constructed in the District, including the following public infrastructure: earthwork, stormwater management, roadways and transportation improvements, sewer and wastewater utilities, water supply, landscaping, irrigation, hardscaping, recreation improvements and professional fees (collectively, the "Capital Improvement Plan"). The District Engineer estimates the total cost of the Capital Improvement Plan to be \$94,133,971.

The District Lands are being developed in phases. The District previously issued its Series 2016 Bonds, which funded a portion of the Capital Improvement Plan including portions of the development of public infrastructure for Beacon Lake Phase 1, certain off-site improvements, an entry feature and a portion of the Beacon Lake Amenity Center (the "Series 2016 Project"). Development of the Series 2016 Project is [substantially complete], with Phase 1 having been platted to contain 302 single-family residential units and the Amenity Center being completed in [ ] 2019. See "THE DISTRICT – Outstanding Indebtedness" and "THE DEVELOPMENT – Update on Phase 1" and "–Amenities" herein for more information.

The District also previously issued its Series 2018 Bonds to fund an additional portion of its Capital Improvement Plan, associated with the development of Phase 2 of the District Lands, consisting of Phases 2A and 2C, and Beacon Lake Townhomes (the "Series 2018 Project"). Phases 2A, 2C and the Beacon Lake Townhomes have been platted to contain 266 single-family home units and 196 townhome units, respectively, and development is [substantially complete]. The District also previously issued its Series 2019 Bonds to fund an additional portion of its Capital Improvement Plan associated with the development of Phase 3A. Phase 3A has been platted to contain 134 single-family units, and development is [substantially complete]. See "THE DISTRICT – Outstanding Indebtedness" and "THE DEVELOPMENT – Update on Phases 2A/2C, Phase 3A and Beacon Lake Townhomes" herein for more information.

The net proceeds of the Series 2020 Bonds will fund a further portion of the Capital Improvement Plan, which is anticipated to consist of a portion of the public infrastructure associated with the development of Beacon Lake Phase 2B, planned for 79 single-family lots, and additional funds to complete Phases 2A, 2C, 3A and the Beacon Lake Townhomes. WHILE IT IS ANTICIPATED THAT THE NET PROCEEDS OF THE SERIES 2020 BONDS WILL FUND THE PORTIONS OF THE CAPITAL IMPROVEMENT PLAN DESCRIBED HEREIN, SUCH PROCEEDS MAY BE USED TO FUND ANY IMPROVEMENT THAT IS PART OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN. See "–The Series 2020 Projects" below for more information.

The remaining phases in the District Lands are expected to consist of Beacon Lake Phase 3B, planned for 200 single-family residential units, and Beacon Lake Phase 4, planned for 299

single-family residential units. Phases 3B and 4 are expected to be developed and financed in the future and are not subject to the Series 2020A Special Assessments or the Series 2020A-3 Special Assessments. The District may in the future issue additional Series of Bonds to fund further portions of the Capital Improvement Plan, including improvements associated with the development of Phase 3B and Phase 4. Such additional bonds, if issued, would be subject to the limitations set forth in the Indentures. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020A BONDS – Additional Obligations" herein for more information.

### **The Series 2020 Projects**

The "Series 2020A Project" and the "Series 2020A-3 Project" (collectively, the "Series 2020 Projects") consist of those portions of the Capital Improvement Plan funded with net proceeds of the Series 2020A Bonds and the Series 2020A-3 Bonds, respectively. The District anticipates that net proceeds from the Series 2020A Bonds will fund approximately [\$3.58 million]\* of costs of the Capital Improvement Plan and that net proceeds of the Series 2020A-3 Bonds will fund approximately [\$3.66 million]\* of costs of the Capital Improvement Plan. The Engineer's Report sets forth the portions of the Capital Improvement Plan expected to be funded in part with the proceeds of the Series 2020 Bonds, as follows:

<b>Infrastructure Improvements</b>	<b>Phase 2B</b>
Roadway Infrastructure	\$ 790,000
Storm Water System and Earthwork	1,450,000
Utility System	-
Entry Feature and Signage	60,000
Neighborhood Parks and Recreation	-
Landscape and Hardscape Improvements	180,000
Electric and Street Lights	125,000
Wetland Mitigation / Enhancement	35,000
Retaining Walls	-
Subtotal	2,640,000
15% Contingency	396,000
<b>Subtotal</b>	<b>\$3,036,000</b>
<b>Additional Improvements – Beacon Lake Phase 2, 3A, and Townhomes</b>	
Beacon Lake Phase 2 – Hardscape/Landscape/Electrical	\$2,500,000
Beacon Lake Phase 3A – Hardscape/Landscape/Electrical	2,500,000
Beacon Lake Townhomes – Hardscape/Landscape/Electrical	2,500,000
<b>Subtotal</b>	<b>\$7,500,000</b>

WHILE IT IS ANTICIPATED THAT THE SERIES 2020 PROJECT WILL CONSIST OF PORTIONS OF THE CAPITAL IMPROVEMENT PLAN DESCRIBED ABOVE, NET PROCEEDS OF THE SERIES 2020 BONDS MAY BE USED TO FUND ANY IMPROVEMENT THAT IS PART OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN. See "APPENDIX C: ENGINEER'S REPORT" and "THE DEVELOPMENT" herein for more information regarding the Capital Improvement Plan.

See "THE DEVELOPMENT – Development Finance Plan" for the Developer's expectations with respect to the costs necessary to complete development of the Series 2020A

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\* Preliminary, subject to change.

Assessment Area and the Series 2020A-3 Assessment Area, which are the lands that will be subject to the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments securing the Series 2020A Bonds and the Series 2020A-3 Bonds, respectively. See also "THE DEVELOPMENT–Developer Agreements" herein for information regarding the commencement and termination of the Developer's completion obligation for the respective Assessment Areas, and "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development of and the Construction of Homes within the Assessment Areas" herein for more information.

Land development in Phase 2B has commenced and is expected to be completed [\_\_\_\_\_]. Land development in Phases 2A, 2C and 3A has likewise commenced and is substantially complete. [Discuss remaining improvements]. See "THE DEVELOPMENT – Development Plan and Residential Product Offerings" herein for more information regarding the status of development within the Assessment Areas.

The District Engineer has indicated that all permits necessary to construct the Series 2020 Projects and to develop the Assessment Areas have been obtained or are reasonably expected to be obtained in the ordinary course. See "APPENDIX C: ENGINEER'S REPORT." In addition to the Engineer's Report, please refer to "THE DEVELOPMENT – Development Approvals" for a more detailed description of the entitlement and permitting status of the District.

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## ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS

### General

Governmental Management Services, LLC, St. Augustine, Florida (the "Methodology Consultant"), has prepared the Second Revised Master Special Assessment Methodology Report dated September 20, 2018 (the "Master Assessment Methodology"), as supplemented by the Supplemental Special Assessment Methodology Report for the Series 2020 Bonds dated [\_\_\_\_\_, 2020] (collectively, the "Assessment Methodology"), which is attached hereto as APPENDIX D. Once the final terms of the Series 2020 Bonds are determined, the respective Assessment Methodology will be revised to reflect such final terms, and a supplemental assessment resolution levying the Special Assessments will be adopted prior to the issuance of the Series 2020 Bonds. The Assessment Methodology sets forth an overall method for allocating (i) the Series 2020A-1 Special Assessments and the Series 2020A-2 Special Assessments (collectively, the "Series 2020A Special Assessments") to be levied against the assessable lands within the Series 2020A Assessment Area and (ii) the Series 2020A-3 Special Assessments to be levied against the assessable lands within the Series 2020A-3 Assessment Area. Once levied and imposed, the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments are first liens on the respective lands against which assessed until paid or barred by operation of law, co-equal with other taxes and assessments levied by the District and other units of government. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein.

### Series 2020A Assessment Area

The Series 2020A-1 Bonds and the Series 2020A-2 Bonds are payable from and secured solely by the Pledged Revenues, which, with respect to such Bonds, consist primarily of the Series 2020A-1 Special Assessments and the Series 2020A-2 Special Assessments, respectively. The Series 2020A Special Assessments will be levied on the seventy-nine (79) 53-foot single-family lots platted in Phase 2B of the District Lands (the "Series 2020A Assessment Area"). The Series 2020A Special Assessments will be assigned to lots in the Series 2020A Assessment Area in accordance with the Assessment Methodology. See "APPENDIX D: ASSESSMENT METHODOLOGY" herein.

Upon assignment of the proposed annual Series 2020A-1 Special Assessments and Series 2020A-2 Special Assessments securing debt service on the Series 2020A-1 Bonds and Series 2020A-2 Bonds, respectively, the projected annual total Series 2020A-1 Bonds and Series 2020A-2 Bonds par per unit are expected to be as follows, per product type:

Product Type	Units	2020A-1 Annual Assessments <sup>1</sup>	2020A-2 Annual Assessments <sup>2</sup>	Total 2020A Annual Assessment per Unit <sup>1, 2</sup>	2020A-1 Par Per Unit <sup>1</sup>	2020A-2 Par Per Unit <sup>2</sup>	Total 2020A-1 & 2020A-2 Par per Unit <sup>1, 2</sup>
SF – 53'	79	\$1,449	\$2,079	\$3,528	\$21,709	\$31,103	\$52,722

- (1) Preliminary, subject to change. If collected via the Uniform Method, annual assessments will be subject to a gross up to include 2% collection costs of the County Tax Collector and maximum early payable discount of 4%. See "APPENDIX D: ASSESSMENT METHODOLOGY."
- (2) Preliminary, subject to change. The Developer expects, but is not required, to prepay the Series 2020A-2 Special Assessments levied on each lot at the time such lots are closed with homebuilders. See "THE

DEVELOPMENT – Builder Program – Series 2020A Assessment Area" herein for information regarding expected builder contracts and Developer expectations regarding closings with homebuilders.

### Series 2020A-3 Assessment Area

The Series 2020A-3 Bonds are payable from and secured solely by the Pledged Revenues, which, with respect to such Bonds, consist primarily of the Series 2020A-3 Special Assessments. The Series 2020A-3 Special Assessments will be levied on three hundred fifty-one (351) single-family lots owned by the Developer and located in Phases 2A, 2C and 3A of the District Lands (the "Series 2020A-3 Assessment Area"). The Series 2020A-3 Special Assessments will be assigned to lots in the Series 2020A-3 Assessment Area in accordance with the Assessment Methodology.

Upon assignment of the proposed annual Series 2020A-3 Special Assessments securing debt service on the Series 2020A-3 Bonds, the projected annual total Series 2020A-3 Bonds par per unit are expected to be as follows, per product type:

<b>Product Type</b>	<b>Units</b>	<b>2020A-3 Annual Assessments<sup>1</sup></b>	<b>2020A-3 Par Per Unit<sup>1</sup></b>
SF – 43'	106	\$ 654	\$ 9,798
SF – 53'	43	727	10,88
SF – 63'	73	800	11,975
SF – 73'	26	836	12,519
SF – 73' Premium	103	1,011	15,132
Total	351		

- (1) Preliminary, subject to change. If collected via the Uniform Method, annual assessments will be subject to a gross up to include 2% collection costs of the County Tax Collector and maximum early payable discount of 4%. See "APPENDIX D: ASSESSMENT METHODOLOGY."
- (2) Preliminary, subject to change. The Developer expects, but is not required, to prepay the Series 2020A-2 Special Assessments levied on each lot at the time such lots are closed with homebuilders. See "THE DEVELOPMENT – Builder Program – Series 2020A Assessment Area" herein for information regarding expected builder contracts and Developer expectations regarding closings with homebuilders.

The lands in the Series 2020A-3 Assessment Area that are located in Phase 2A and 2C of the District Lands are also subject to the Series 2018 Special Assessments securing the Series 2018 Bonds, and the lands in the Series 2020A-3 Assessment Area that are located in Phase 3A of the District Lands are also subject to the Series 2019 Special Assessments securing the Series 2019 Bonds. Based on the assumptions set forth herein, the chart below sets forth the estimated aggregate annual debt assessment levels for lots in the Series 2020A-3 Assessment Area [to be updated with breakdown of lots per Phase]:

<b>Product Type</b>	<b>2018A-1 Annual Assessments</b>	<b>2018A-2 Annual Assessments</b>	<b>2019A-1 Annual Assessments</b>	<b>2019A-2 Annual Assessments</b>	<b>2020A-3 Annual Assessments<sup>1</sup></b>	<b>Total Annual Assessments per Unit<sup>1</sup></b>
<i>PHASE 2A/2C</i>						

### *PHASE 3A*

- (1) Preliminary, subject to change. If collected via the Uniform Method, annual assessments will be subject to a gross up to include 2% collection costs of the County Tax Collector and maximum early payable discount of 4%. See "APPENDIX D: ASSESSMENT METHODOLOGY."

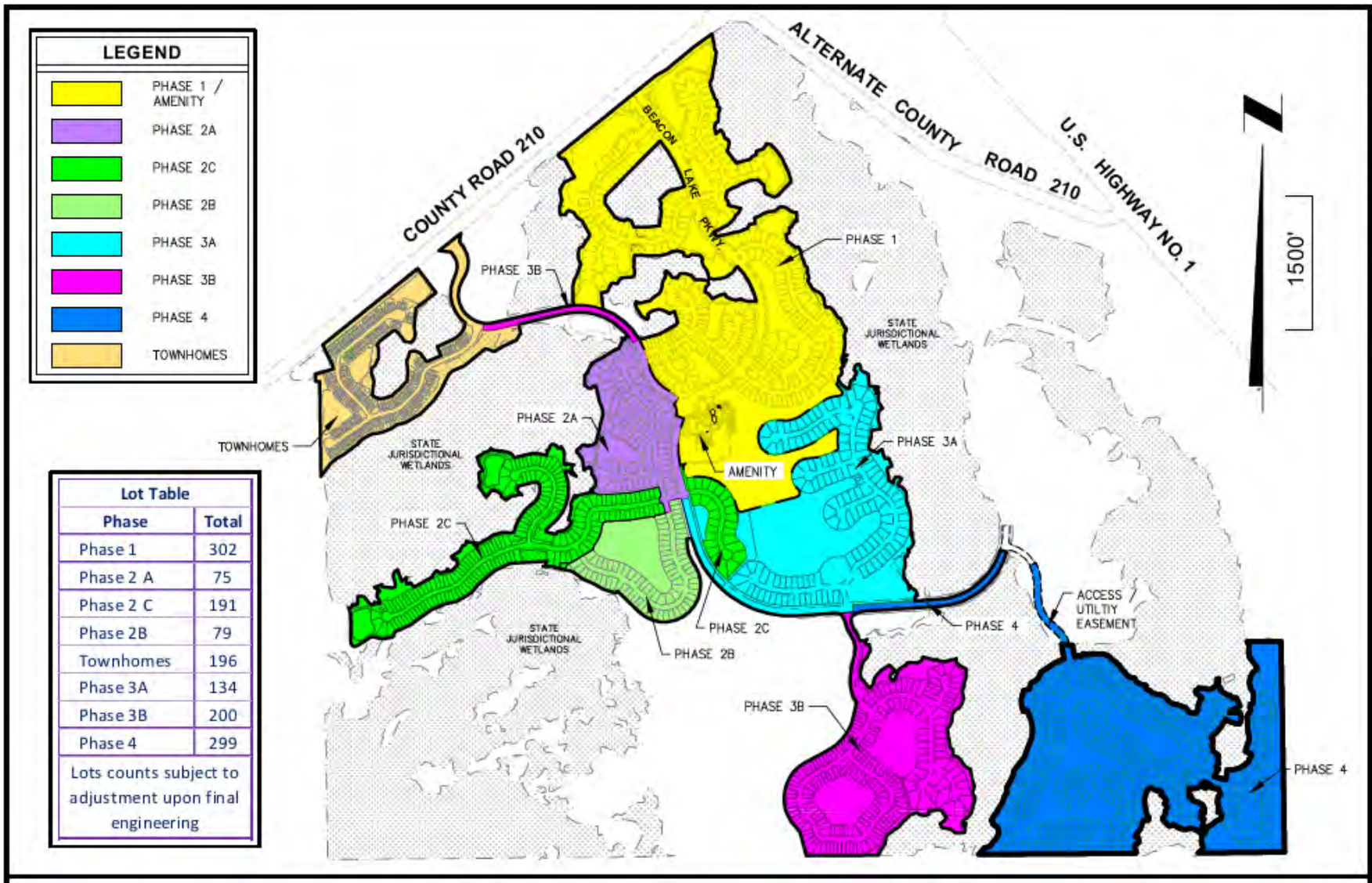
## **Overlapping Taxes, Fees and Assessments**

In addition to the above estimated Special Assessments, homeowners within the respective Assessment Areas will pay maintenance and operating assessments to be levied by the District, applicable homeowners' association fees, and annual taxes, including local ad valorem property taxes. The District currently levies maintenance and operating assessments in amounts ranging from \$635 to \$980 per annum, based on product type, which amounts are subject to change. The millage rate applicable to the District in tax year 2019 was 13.9565 mills. These taxes are payable in addition to the assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of St. Johns County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes and assessments levied by these other entities could be substantially higher than in the current year. See "BONDOWNERS RISKS" and "THE DEVELOPMENT – Taxes, Fees and Assessments" for more information, including proposed association assessments.

## **Map of Assessment Areas**

Set forth below is a map of the District showing the location of current and planned phases. With respect to phases that have not yet been platted, the map is just an estimate of the location of such phases, and the final boundaries of such phases and of the Assessment Areas are subject to change as described herein.

[Remainder of page intentionally left blank.]



*The following information appearing below under the captions "THE DEVELOPMENT" and "THE DEVELOPER" has been furnished by the Developer for inclusion in this Limited Offering Memorandum and, although believed to be reliable, such information has not been independently verified by Bond Counsel, the District or its counsel, or the Underwriter or its counsel, and no person other than the Developer makes any representation or warranty as to the accuracy or completeness of such information supplied by it. The following information is provided by the Developer as a means for the prospective bondholders to understand the anticipated development plan and risks associated with the Development. The Developer's obligations to pay the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments are no greater than the obligation of any other landowner, including without limitation any homebuilders, within the respective Assessment Areas. The Developer is not a guarantor of payment on any property within the District, and the recourse for the Developer's or any other landowners' (including any homebuilders') failure to pay the Series 2020A Special Assessments or the Series 2020A-3 Special Assessments is limited to their respective ownership interests in such property.*

## **THE DEVELOPMENT**

### **General**

The boundaries of the District include approximately 630 acres of land (the "District Lands") located within an area of unincorporated northeastern St. Johns County (the "County"). The District Lands are being developed in multiple phases as a master-planned residential community known as "Beacon Lake," which is planned to contain 1,476 single-family and townhome units at build out (the "Development"). The Development is located south of County Road 210 between Interstate 95 and US 1, approximately two miles from the interchange of Country Road 210 and Interstate 95. Heartwood 23, LLC, a Florida limited liability company (the "Developer"), is acting as the master developer for the Development and does not plan to construct homes in the Development. See "THE DEVELOPER" and "The Builder Program" herein.

The Developer owns all those portions of the District Lands that have not been developed and sold to homebuilders or homebuyers, including all of the lands in the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area. The Series 2020A Assessment Area corresponds to Beacon Lake Phase 2B, which has been developed and platted to contain 79 single-family residential units. The Series 2020A-3 Assessment Area consists of 351 platted single-family lots located within Phases 2A, 2C and 3A of the District Lands, which are the lots in such Phases still owned by the Developer and not closed with homebuilders.

The District previously issued its Series 2016 Bonds in connection with the development of Phase 1 of the Development, [which has been substantially developed] and platted to contain 302 single-family lots. See "Update on Phase 1" herein. The District has also previously issued its Series 2018 Bonds in connection with the development of Phases 2A, 2C and the Beacon Lake Townhomes, and its Series 2019 Bonds in connection with the development of Phase 3A. Phases 2A, 2C, 3A and the Beacon Lake Townhomes have been platted and development of such phases is [substantially complete]. See "Update on Phases 2A/2C, Phase 3A and Beacon Lake Townhomes" herein. [Set forth below are aerial photographs of the Development taken in [\_\_\_\_\_].]



[To come]

### **Update on Phase 1**

The District previously issued its Series 2016 Bonds to fund a portion of its Capital Improvement Plan, consisting of the development of a portion of the public infrastructure for Beacon Lake Phase 1, certain off-site improvements, an entry feature and a portion of the costs of the Beacon Lake Amenity Center. Phase 1 has been [substantially] developed and platted to contain 302 single-family residential units, and the Amenity Center was completed in [\_\_\_\_\_] 2019.

In connection with the sale of units within Phase 1, the Developer entered into an Amended and Restated Agreement for Purchase and Sale dated as of December 11, 2017, as amended (the "Dream Finders Agreement") with Dream Finders Homes LLC ("Dream Finders"), and an Agreement for Purchase and Sale dated as of March 31, 2017 (the "Mattamy Agreement") with Mattamy Jacksonville, LLC ("Mattamy" and, together with Dream Finders, the "Phase 1 Builders"). Pursuant to these agreements, Dream Finders and Mattamy are obligated to take down developed, platted lots in Phase 1 from the Developer based on specified schedules, subject to the terms and conditions of the applicable builder agreements. As of [March 31, 2020,] the Developer has sold \_\_\_\_ lots in Phase 1 to Dream Finders and \_\_\_\_ lots in Phase 1 to Mattamy. The balance of the lots are anticipated to be sold in accordance with the specified takedown schedules in the applicable builder agreements, subject to the terms and conditions thereof.

Home sales to homebuyers began in Phase 1 in September 2017. Based on information provided to the Developer by Dream Finders and Mattamy, which has not been independently verified by the Developer, as of [March 31, 2020]: (i) Dream Finders has closed on the sale of \_\_\_\_ homes in Phase 1 with homebuyers, with average contracted sales prices of approximately \$\_\_\_\_\_ for 43' lots and \$\_\_\_\_\_ for 63' lots; and (ii) Mattamy has closed the sale of \_\_\_\_ homes in Phase 1 with homebuyers, with average contracted sales prices of approximately \$\_\_\_\_\_ for 53' lots and \$\_\_\_\_\_ for 73' lots.

The lands in Phase 1 are separate and distinct from the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area, which are the District Lands on which the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments, respectively, will be levied.

### **Update on Phases 2A/2C, Phase 3A and Beacon Lake Townhomes**

#### **Phases 2A/2C and Beacon Lake Townhomes**

The District previously issued its Series 2018 Bonds in connection with the development of a portion of Phase 2A and 2C (formerly referred to as Phase 2) and the Townhomes in the District. Phases 2A and 2C have been [substantially] developed and platted to contain 266 single-family residential units. The Beacon Lake Townhomes have likewise been [substantially] developed and platted to contain 196 townhome units. [Describe remaining improvements.]

In connection with the sale of homes in Phases 2A and 2C, the Developer entered into an amendment to the Dream Finders Agreement. For more information on the Dream Finders Amendment, see "–Builder Program" herein. Based on information provided to the Developer by

Dream Finders, which has not been independently verified by the Developer, Dream Finders commenced sales of homes in Phases 2A and 2C in [ ] and, as of [March 31, 2020], has \_\_\_ homes under construction or constructed and has closed on the sale of \_\_\_ homes with homebuyers in Phases 2A and 2C, with average contracted sales prices of approximately \$\_\_\_\_\_ for \_\_\_' lots and \$\_\_\_\_\_ for \_\_\_' lots.

Of the total 266 single-family lots contained in Phases 2A and 2C, [ ] single-family lots will be subject to the lien of the Series 2020A-3 Special Assessments securing the Series 2020A-3 Bonds.

In connection with the sale of homes in Beacon Lake Townhomes, the Developer entered into an Agreement for Purchase and Sale ("Dream Finders Townhome Agreement" with Dream Finders. Pursuant to the Dream Finders Townhome Agreement, Dream Finders is obligated to take down developed, platted townhome lots in two takedowns based on specified schedules, subject to the terms and conditions of the Agreement. As of [March 31, 2020,] the Developer has sold \_\_\_ townhome lots to Dream Finders[ and, as of [March 31, 2020], Dream Finders has \_\_\_ townhomes under construction or constructed and has closed on the sale of \_\_\_ townhomes with homebuyers, with average contracted sales prices of approximately \$\_\_\_\_\_]. The Beacon Lake Townhomes will not be subject to the lien of the Series 2020A Special Assessments or the Series 2020A-3 Special Assessments.

### **Phase 3A**

The District also previously issued its Series 2019 Bonds in connection with the development of Phase 3A, which has been platted to contain 134 single-family residential units. Development of Phase 3A is [nearing completion]. [Describe remaining improvements.]

In connection with the sale of homes in Phases 3A, the Developer entered into an Agreement for Purchase and Sale dated as of December 20, 2018 (the "Toll Brothers Agreement") with Toll Bros., Inc. ("Toll Brothers"). For more information on the Toll Brothers Agreement, see "-Builder Program – Series 2020A-3 Assessment Area" herein. Based on information provided to the Developer by Toll Brothers, which has not been independently verified by the Developer, Toll Brothers commenced sales of homes in Phase 3A in [ ] and, as of [March 31, 2020], has \_\_\_ homes under construction or constructed and has closed on the sale of \_\_\_ homes with homebuyers in Phase 3A, with average contracted sales prices of approximately \$\_\_\_\_\_ for \_\_\_' lots and \$\_\_\_\_\_ for \_\_\_' lots.

Of the total 134 single-family lots contained in Phase 3A, [ ] single-family lots will be subject to the lien of the Series 2020A-3 Special Assessments securing the Series 2020A-3 Bonds.

### **Builder Program**

#### **Series 2020A Assessment Area**

The Developer and Dream Finders have entered into amendments to the Dream Finders Agreement to provide for the sale of all seventy-nine (79) 53' single-family lots planned for Phase 2B in the Series 2020A Assessment Area (the "Dream Finders Amendment"). Pursuant to the Dream Finders Amendment, the base purchase price shall be \$71,550 for each 53' lot, subject

to adjustment as set forth in the Dream Finders Amendment. The Dream Finders Amendment provides for the takedowns of the lots that are subject thereto to occur periodically within specified timeframes, after certain development milestones have been met with respect to such lots, and for Dream Finders to make certain cash deposits with the Developer, which become non-refundable upon certain conditions specified in the Dream Finders Amendment being met. The first takedown with respect to the Phase 2B lots in the Series 2020A Assessment Area is expected to occur \_\_\_\_\_. The Dream Finders Agreement, as amended by the Dream Finders Amendment, is subject to termination by Dream Finders upon the occurrence or non-occurrence of certain conditions as set forth therein. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development of and the Construction of Homes within the Assessment Areas" herein. The Dream Finders Amendment specifies a maximum amount of the special assessments, including the Series 2020A Special Assessments, that may remain levied against each unit that is subject thereto upon the closing of the sale of such unit to Dream Finders. See "–Development Plan and Residential Product Offerings – Series 2020A Assessment Area" for additional information.

Dream Finders Homes is a private national homebuilder that, according to its website, is currently building homes in Northeast Florida, Orlando, Florida, Savannah, Georgia, Denver, Colorado and Austin, Texas.

### **Series 2020A-3 Assessment Area**

#### Dream Finders

The Developer and Dream Finders entered into the Dream Finders Amendment for the sale of three hundred nineteen (319) single-family lots planned for Phase 2. Pursuant to the Dream Finders Amendment, Dream Finders has agreed to purchase one hundred seventeen (117) 43' lots, one hundred twenty-seven (127) 53' lots and seventy-five (75) 63' lots, for a base purchase price of \$58,050 for each 43' lot, \$71,550 for each 53' lot and \$85,050 for each 63' lot, subject to adjustment as set forth in the Dream Finders Amendment. Of the three hundred nineteen single-family lots, seventy-nine (79) lots are planned for the Series 2020A Assessment Area, as described above, and are not included in the Series 2020A-3 Assessment Area.

As mentioned above, the Dream Finders Amendment provides for the takedowns of the lots that are subject thereto to occur periodically within specified timeframes, after certain development milestones have been met with respect to such lots, and for Dream Finders to make certain cash deposits with the Developer, which become non-refundable upon certain conditions specified in the Dream Finders Amendment being met. The Dream Finders Agreement is subject to termination by Dream Finders upon the occurrence or non-occurrence of certain conditions as set forth therein. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development of and the Construction of Homes within the Assessment Areas" herein. The Dream Finders Amendment specifies a maximum amount of the special assessments, including the Series 2020A-3 Special Assessments, that may remain levied against each unit that is subject thereto upon the closing of the sale of such unit to Dream Finders. See "–Development Plan and Residential Product Offerings – Series 2020A-3 Assessment Area" for additional information.

## Toll Brothers

The Developer has entered into an Agreement for Purchase and Sale dated December 21, 2018 (the "Toll Brothers Contract") with Toll Bros., Inc, a Pennsylvania corporation ("Toll Brothers") for the purchase of one hundred and three (103) 73' premium lots planned for Phase 3A. The Toll Brothers Contract provides for a purchase price of \$91,250 for the first fifty-one (51) 73' lots purchased and \$105,850 for the remaining fifty-two (52) 73' lots purchased, subject to adjustment as set forth in the Toll Brothers Contract. Pursuant to the Toll Brothers Contract, the First Closing on fifty-one (51) lots shall occur upon the completion of specified work as set forth in the Toll Brothers Contract, but no later than December 1, 2020 and the Second Closing shall occur one year after the First Closing, subject to modification. The Developer expects the First Closing to occur in [ \_\_\_\_\_ ], 2020. Toll Brothers has made a deposit of [\$1,000,000, which is non-refundable as set forth in the Toll Brothers Contract. ]

Toll Brothers, a Fortune 500 company, is the nation's leading builder of luxury homes. Toll Brothers, which began business over 50 years ago in 1967 and became a public company in 1986, serves move-up, empty-nester, active-adult and second-home buyers and operates in 22 states. Toll Brothers is a publicly-traded company, the common stock of which is listed on the New York Stock Exchange under the symbol "TOL." Toll Brothers is subject to the informational requirements of the Securities and Exchange Commission Act of 1934, as amended, and in accordance therewith files reports, proxy statements and other information with the SEC. The file numbers for Toll Brothers is No. 001-09186. Such reports, proxy statements, and other information can be inspected and copied at the Public Reference Section of the SEC, located at 100 F Street, NE, Washington, D.C. 20549, and at the SEC's internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. All documents subsequently filed by Toll Brothers pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

*None of the homebuilders or other entities listed above is guaranteeing payment of the Series 2020 Bonds or the related Special Assessments. None of the homebuilders or other entities listed above has guaranteed any of the Developer's obligations incurred in connection with the issuance of the Series 2020 Bonds.*

## **Land Acquisition**

On September 15, 2010, BankAtlantic, a Federal Savings Bank ("BankAtlantic"), a then subsidiary of BankAtlantic Bancorp, Inc. which is now known as BBX Capital Corp. ("BBX"), obtained a foreclosure judgment in the amount of \$95,409,872.53 for the District Lands, plus or minus approximately one acre. The judgment included \$56,250,000 in principal of a renewal promissory note dated December 31, 2007 and \$2,351,164.87 in principal of a future promissory note dated December 31, 2007. BankAtlantic was the lead lender on the loan and two other lenders participated in the note. On September 15, 2010, BankAtlantic assigned the final judgment of foreclosure and right to bid at the foreclosure sale to the Developer, which is a subsidiary of BBX. On September 18, 2010, the Developer was the winning bidder at the foreclosure sale with a winning bid of \$100. (It had the right to credit bid up to \$95,409,872.53.)

In December 2011, BankAtlantic acquired the participation interest of one of the two participating lenders. On May 29, 2012, BankAtlantic assigned its interest in the Developer to BBX Capital Asset Management, LLC. In December 2014, BBX Capital Asset Management, LLC acquired the participation interest of the second participating lender.

## **Development Finance Plan**

### **Series 2020A Assessment Area**

The Engineer's Report estimated the cost of the portion of the Capital Improvement Plan associated with the development of Phase 2B to be approximately \$3,036,000. See "THE CAPITAL IMPROVEMENT PLAN AND THE PROJECTS" herein and "APPENDIX C: ENGINEER'S REPORT" hereto. [As of April 1, 2020, the Developer has spent approximately \$\_\_\_\_\_ in development costs for Phase 2B.] Net proceeds of the Series 2020A Bonds are expected to be approximately \$3.58 million (preliminary, subject to change) of the District's Capital Improvement Plan. WHILE IT IS ANTICIPATED THAT THE PROCEEDS OF THE SERIES 2020A BONDS WILL FUND A PORTION OF THE CAPITAL IMPROVEMENT PLAN ASSOCIATED WITH THE DEVELOPMENT OF THE SERIES 2020A ASSESSMENT AREA, SUCH PROCEEDS MAY BE USED TO FUND ANY IMPROVEMENT THAT IS PART OF THE DISTRICT'S CAPITAL IMPROVEMENT PLAN.

The Developer anticipates using equity and proceeds from the sale of lots within the Development to homebuilders to fund any costs of the Capital Improvement Plan associated with the development of the Series 2020A Assessment Area not funded with proceeds of the Series 2020A Bonds. The Developer will agree to fund or cause to be funded the completion of the Capital Improvement Plan not funded with proceeds of the Prior Bonds and the Series 2020 Bonds[; provided, however, that such agreement of the Developer will not commence until the proceeds of the Prior Bonds and the Series 2020 Bonds available to pay for portions of the Capital Improvement Plan have been expended and will terminate with respect to the Series 2020A Assessment Area upon completion of development of Phase 2B]. See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development of and the Construction of Homes in the Assessment Areas" herein for more information. See also "–Developer Agreements" herein.

The Developer currently anticipates prepaying all of the Series 2020A-2 Special Assessments prior to their stated maturity, upon closing with homebuilders on the lots subject thereto. See "–The Builder Program – Series 2020A Assessment Area" herein. Therefore, the Series 2020A-2 Bonds are expected to be redeemed quarterly on an accelerated basis under certain of the extraordinary mandatory redemption provisions for such Bonds due to such anticipated prepayments.

### **Series 2020A-3 Assessment Area**

[Discuss status / remaining cost to complete Phases 2A, 2C and the Townhomes.]

The Developer anticipates using equity and proceeds from the sale of lots within the Development to homebuilders to fund any costs of the Capital Improvement Plan associated with the development of the Series 2020A-3 Assessment Area not funded with proceeds of the Prior Bonds or the Series 2020A-3 Bonds. The Developer will agree to fund or cause to be funded the

completion of the Capital Improvement Plan not funded with proceeds of the Prior Bonds or the Series 2020 Bonds[; provided, however, that such agreement of the Developer will not commence until the proceeds of the Prior Bonds and the Series 2020 Bonds available to fund portions of the Capital Improvement Plan have been expended and will terminate with respect to the Series 2020A-3 Assessment Area upon completion of development of Phases 2A, 2C and 3A.] See "BONDOWNERS' RISKS – Insufficient Resources or Other Factors Causing Failure to Complete the Development of and the Construction of Homes within the Assessment Areas" herein for more information. See also "–Developer Agreements" herein.

## **Development Plan and Residential Product Offerings**

### **Series 2020A Assessment Area**

Land development on Phase 2B is [substantially complete]. The Developer anticipates that single-family lot takedowns in the Series 2020A Assessment Area will commence \_\_\_\_\_. The Developer expects that Phase 2B will be developed with single-family lots to contain seventy-nine (79) 53-foot lots. Homes constructed on such lots are expected to be similar in size and home price to the homes being constructed in Phase \_\_\_\_]. See "–Update on Phase 1" and "–Builder Program – Series 2020A Assessment Area" herein.

The aforementioned projections are based upon estimates and assumptions that are inherently uncertain, though considered reasonable, and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict. As a result, there can be no assurance that such projections will occur or be realized in the time frames anticipated. See "BONDOWNERS' RISKS" herein.

### **Series 2020A-3 Assessment Area**

Land development on Phases 2A, 2C and 3A is [substantially complete] and takedowns began [\_\_\_\_\_], with [forty-nine (49) single-family lots closed with homebuilders as of \_\_\_\_\_]. Lots closed with homebuilders at the time of issuance of the Series 2020A-3 Bonds are not included in the Series 2020A-3 Assessment Area and will not be subject to the lien of the Series 2020A-3 Special Assessments. The Developer expects that the Series 2020A-3 Assessment Area will be developed with three hundred fifty-one (351) single-family lots ranging in size from 43-foot lots to 73-foot premium lots. Homes constructed on such lots are expected to be similar in size and home price to the homes [being constructed in Phase 1]. See "–Update on Phase 1" and "–Builder Program – Series 2020A-3 Assessment Area" herein.

The Developer projects that the lots in the Series 2020A-3 Assessment Area will be absorbed by \_\_\_\_\_. The aforementioned projections are based upon estimates and assumptions that are inherently uncertain, though considered reasonable, and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict. As a result, there can be no assurance that such projections will occur or be realized in the time frames anticipated. See "BONDOWNERS' RISKS" herein.

### **Future Phases**

It is anticipated that District Lands outside of the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area will be developed and sold to homebuilders, and homes

constructed thereon, at some point in the future in accordance with market demand and subject to numerous other factors that are inherently uncertain, and such future development, construction and sales are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict, and therefore there can be no assurance that such development, construction or sales will occur as anticipated. In the event the Series 2020A-3 Bonds are not issued, then the foregoing statements shall also apply to the lands within the Series 2020A-3 Assessment Area. See "BONDOWNERS' RISKS– Economic Conditions and Changes in Development Plans" herein.

## **Development Approvals**

The District is located within the Twin Creeks Development of Regional Impact (the "DRI") and lies within the Twin Creeks PUD (Heartwood), approved pursuant to Ordinance 2015-51 of the County. The Development Order for the DRI ("Development Order") limits the property within the District to the development of up to 1,400 single-family residences with the ability, pursuant to a conversion table, to proportionally convert up to 350 single-family homes to multi-family units or non-residential units. Pursuant to the conversion table, the District is entitled to build the 1,476 single-family and townhome units planned under the Developer's current development plan. The Development Order requires payment of \$3.5 million dollars in transportation proportionate share mitigation in order to construct the first 700 single-family residences or the equivalent per the conversion table. Said payment is required prior to approval of construction plans for the first residential unit, which payment has been made. An additional \$3.5 million dollar payment is necessary for mitigation for remaining 700 single-family residences or the equivalent. Said second payment is required prior to approval of construction plans for the 701st unit. These payments are to be directed towards the roadway improvements set forth in the development order for the adjoining Twin Creeks development, or other improvements reasonably related thereto, as determined by the County.

The Development Order requires 6.8 acres of Neighborhood Parks and 10.2 acres of Community Parks. If less than 10.2 acres of Community Parks are developed, a payment of \$200,000 per acre for each acre below 10.2 acres is required.

The Development Order requires proportionate share mitigation payments for development of residential units to be made pursuant to an agreement between the Developer and the St. Johns County School District in the amount of \$12,765 per single-family dwelling, subject to adjustment as provided in said agreement. [The Developer anticipates paying roughly half of this fee per dwelling in connection with its contract(s) with homebuilder(s). The Development Order build out date is November 21, 2023; provided, however, the Developer has requested, and anticipates receiving, an extension through May 19, 2026, although there is no assurance this will occur as anticipated.]

The PUD mirrors the allowed uses set forth in the Development Order and adds specific design criteria for single-family residences, multi-family residences, offices, commercial/retail space and accessory uses. The PUD also sets forth parking standards, lighting standards and signage standards.

As of the date hereof, the District Engineer has indicated that the Development has all material permits for construction of the Capital Improvement Plan, including permits for the

development of the Series 2020 Projects, the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area. See "APPENDIX C: ENGINEER'S REPORT" hereto for more information regarding permits received.

## **Environmental**

A Phase 1 Environmental Site Assessment was performed on a 5,300-acre parcel, which included the District Lands, by Environmental Services, Inc. in 2003 (the "2003 ESA"), which found no evidence of recognized environmental conditions ("RECs") except for the presence of a gas station / truck stop with reported petroleum contamination, located on an adjoining property to the east, across US Highway 1. The 2003 ESA was subsequently updated in 2005 (the "2005 Update") with respect to a part of the initial parcel, which included a majority of the District Lands. The 2005 Update likewise revealed no evidence of any RECs, except for the truck stop described in the 2003 ESA. The 2005 Update determined that further investigation of this REC was not warranted. See "BONDOWNERS' RISK – Regulatory and Environmental Risks" herein for more information regarding potential environmental risks.

## **Amenities**

[The Development contains an approximately 8.76-acre central amenity adjacent to the lake located within the District (the "Amenity Center"). The Amenity Center offers an approximately 8,000-square foot clubhouse (of which approximately 5,470 square feet are air-conditioned), including a fitness center, a junior Olympic-sized pool, a splash park and fun pool. There will also be tennis courts and a crew house to operate lake oriented activities such as canoeing, kayaks, paddle boarding, fishing and other water oriented events. The Development also contains a playground, a dog park and a linear parkway with a multi-purpose trail connecting all the neighborhoods in the Development. The total cost of the Amenity Center was funded from proceeds of the Prior Bonds and was completed in \_\_\_\_\_ 2019.]

## **Educational Facilities**

At present, school children residing in the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area would attend [Ocean Palms Elementary School, Alice B. Landrum Middle School and Nease High School], which are approximately seven miles (in the case of the elementary and middle schools) and one-half mile (in the case of the high school) from the Development. [It is anticipated that an additional K-8 school and high school will eventually be constructed in the neighboring development.] Although the foregoing information is current as of the date hereof, the St. Johns County School District may change school boundaries from time to time and there is no requirement that students residing in the Development be permitted to attend the schools which are closest to the Development.

## **Utilities**

The [County] will provide water and wastewater services to the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area. [Florida Power & Light] will provide electricity to the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area.



## **Taxes, Fees and Assessments**

In addition to the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments, the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area, respectively, are subject to operations and maintenance assessments to be levied by the District, which range from \$635 to \$980, depending on product type, which amounts are subject to change. In addition, residents in the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area will be required to pay homeowners' association fees which are currently estimated to be \$\_\_\_ per residential lot annually, which amounts are subject to change. The District Lands have also been and are expected to continue to be subject to taxes and assessments imposed by taxing authorities other than the District. The total millage rate in the District in 2019 was approximately 13.9565 mills. These taxes would be payable in addition to the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments, as applicable, and any other assessments levied by the District. In addition, exclusive of voter approved millages levied for general obligation bonds, as to which no limit applies, the County and the School District of St. Johns County, Florida may each levy ad valorem taxes upon the land in the District. The District has no control over the level of ad valorem taxes and/or special assessments levied by other taxing authorities. It is possible that in future years taxes levied by these other entities could be substantially higher than in the current year. See "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS" herein.

## **Competition**

The Development is expected to compete with projects in the County generally and, more particularly, the northern portion of the County, as well as the southern portion of adjoining Duval County. There are a number of new and ongoing projects with which the Development will be in competition, in addition to resales of existing nearby homes and any future projects that may be developed in the area. Further, home sales in prior phases will compete with home sales in the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area, home sales in each of the Assessment Areas will compete with one another, and it is possible that home sales in future phases of the Development will compete with home sales in each Assessment Area. The information appearing below is a brief description of certain other active communities that the Developer believes pose the most direct competition to the Series 2020A Assessment Area and the Series 2020A-3 Assessment Area.

[CONFIRM / UPDATE:]

### **Nocatee**

Nocatee is an approximately 13,323-acre master planned community that spans the border between St. Johns County and Duval County, approximately five miles from the Development. Nocatee is reportedly approved for 14,000 residential units, 4.2 million square feet of office space, one million square feet of retail space, 250,000 square feet of industrial space, 710 hotel rooms and 710 assisted living units. As of February 2016, approximately 3,257 units were occupied by end users and there were 1,361 vacant developed lots. Nocatee is encompassed by the Tolomato CDD (following the merger of the original Tolomato CDD and the Split Pine CDD), which has issued several series of bonds. See [www.emma.msrb.org](http://www.emma.msrb.org) for more information.

## **Twin Creeks Development of Regional Impact**

Twin Creeks DRI contains approximately 2,405 acres and is approved for up to 989,000 gross square feet of retail/service uses, up to 700,000 gross square feet of office uses, up to 120 hotel rooms, up to 2,280 residential units (1,030 multi-family and 1,250 single-family), and up to 1,950,000 gross square feet of flex industrial uses. The Twin Creeks DRI contains developments in which multiple builders are participating that may compete with the Development, as follows:

### **Creekside at Twin Creeks**

Creekside at Twin Creeks is an approximately 255-acre master-planned community that is located directly east of the Development and is planned for approximately 591 single-family homes. The Creekside at Twin Creeks development is located within the Creekside at Twin Creeks Community Development District, which issued bonds in April 2016. See [www.emma.msrb.org](http://www.emma.msrb.org) for more information.

### **Beachwalk**

Beachwalk is an approximately 953-acre master-planned community located directly north of the Development and is currently expected to contain approximately 595 single-family residential units, 166 multi-family residential units, 100,000 square feet of office space and 950,000 square feet of commercial and retail space. Beachwalk is located within the Twin Creeks North CDD, which issued bonds in December 2016. See [www.emma.msrb.org](http://www.emma.msrb.org) for more information.

### **Shearwater**

Shearwater is an approximately 1,520-acre community located approximately 10 miles from the Development. Shearwater is planned for approximately 2,498 residential units (including 623 townhomes and 1,875 single-family homes ranging from 40' to 80') and may include up to approximately 27,000 square feet of office space and approximately 225,000 square feet of commercial uses. Shearwater is encompassed by the Trout Creek CDD, which issued bonds in 2015 and again in July 2018. Land development commenced in Shearwater in November 2015. More information on the Trout Creek CDD bonds can be found at [www.emma.msrb.org](http://www.emma.msrb.org).

The information in this section has been obtained from third parties and public sources believed to be accurate, but cannot be certified as to its accuracy and is subject to change. This section does not purport to summarize all of the existing or planned communities in the area of the Development, but rather provide a description of those that the Developer feels pose primary competition to the Development.

## **Developer Agreements**

[To come.]

All of the obligations of the Developer described above are unsecured obligations. See "THE DEVELOPER" herein for more information regarding the Developer.

## THE DEVELOPER

Heartwood 23, LLC, a Florida limited liability company (the "Developer"), was formed on May 26, 2010 and currently owns all of the unplatted lands in the District, including all of the lands in the Series 2020A Assessment Area and in the Series 2020A-3 Assessment Area. The Developer's primary asset is its ownership interest in the lands in the Development. It also owns approximately 20 acres of land in the Fort Myers area. The Developer's member is BBX Capital Asset Management, LLC.

BBX Capital Asset Management, LLC is an indirect wholly owned subsidiary of BBX Capital Corporation (formerly BFC Financial Corporation), a Florida corporation ("BBX Capital"). BBX Capital is a publicly traded corporation with Class A common stock listed on the New York Stock Exchange under the symbol BBX and Class B common stock which is traded on the OTCOX under the symbol BBXTB. BBX Capital was formerly BankAtlantic Bancorp, Inc. BBX Capital is subject to the informational requirements of the Exchange Act and in accordance therewith files reports, proxy statements, and other information with the SEC. The file number for BBX Capital is 001-09071. Such reports, proxy statements, and other information can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC's internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. All documents subsequently filed by BBX Capital pursuant to the requirements of the Exchange Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

Although the Developer has never defaulted on any payment of debt service on bonds, mortgages or any other financial obligations, two affiliates of BBX Capital, Levitt & Sons, LLC and Core Communities, LLC (former subsidiaries of Levitt Corporation n/k/a/ Woodbridge Holdings, LLC) did default on certain loans and financial obligations during the Great Recession.

*Neither the Developer nor any of the other entities listed above are guaranteeing payment of the Series 2020 Bonds or the Special Assessments. None of the entities listed herein, other than the Developer, has entered into any agreements in connection with the issuance of the Series 2020 Bonds.*

## TAX MATTERS

The Code establishes certain requirements which must be met subsequent to the issuance of the Series 2020 Bonds in order that interest on the Series 2020 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2020 Bonds to be included in federal gross income retroactive to the respective dates of issuance of the Series 2020 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2020 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The District has covenanted in the Indentures with respect to the Series 2020 Bonds to comply with such

requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2020 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2020 Bonds (including any original issue discount properly allocable to the owner thereof) is excluded from gross income for purposes of federal income taxation. Interest on the Series 2020 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax. However, interest on the Series 2020 Bonds shall be taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax on corporations for taxable years that begin prior to January 1, 2018. The alternative minimum tax on corporations was repealed for taxable years beginning on and after January 1, 2018.

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2020 Bonds. Prospective purchasers of Series 2020 Bonds should be aware that the ownership of Series 2020 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2020 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on Series 2020 Bonds; (iii) the inclusion of interest on Series 2020 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on Series 2020 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on Series 2020 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the District, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2020 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

**PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE Series 2020 Bonds AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDOWNERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE BONDOWNERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.**

### **Original Issue Discount and Premium**

Certain of the Series 2020 Bonds ("Discount Bonds") may be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond determined under Code Section 1273 or 1274 (i.e., for obligations issued for money in a public offering, the initial

offering price to the public (other than to bond houses and brokers) at which a substantial amount of the obligation of the same maturity is sold pursuant to that offering). For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2020 Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale, or other disposition of that Discount Bond.

Certain of the Series 2020 Bonds ("Premium Bonds") may be offered and sold to the public at a price in excess of their stated redemption price (the principal amount) at maturity (or earlier for certain Premium Bonds callable prior to maturity). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually (or over a shorter permitted compounding interval selected by the owner). No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity), or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that accrues during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond.

*Owners of Discount and Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences, and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.*

## **Information Reporting and Backup Withholding**

Interest paid on tax-exempt bonds such as the Series 2020 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2020 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2020 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2020 Bonds and proceeds from the sale of Series 2020 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2020 Bonds, as applicable. This withholding generally applies if the owner of Series 2020 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such

owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2020 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

### **Other Tax Matters Relating to the Series 2020 Bonds**

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2020 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2020 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2020 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2020 Bonds.

Prospective purchasers of the Series 2020 Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2020 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

On February 22, 2016, the Internal Revenue Service ("IRS") issued a notice of proposed rulemaking containing proposed regulations (the "Proposed Regulations") that provide guidance as to the definition of a political subdivision for purposes of the rules for tax-exempt bonds. If adopted, the Proposed Regulations would have affected certain State and local governments that issue tax-exempt bonds, including community development districts such as the District. However, on July 24, 2017, in response to Executive Order 13789 issued by President Trump (the "Executive Order"), the Secretary of the Treasury (the "Secretary") identified the Proposed Regulations among a list of eight regulations that (i) impose an undue financial burden on U.S. taxpayers; (ii) add undue complexity to the federal tax laws; or (iii) exceed the statutory authority of the IRS. On October 2, 2017, in his Second Report to the President on Identifying and Reducing Tax Regulatory Burdens, the Secretary reported that Treasury and the IRS believe that the Proposed Regulations should be withdrawn in their entirety, and the Treasury Department and the IRS withdrew the Proposed Regulations on October 20, 2017. The Secretary further provided that Treasury and the IRS will continue to study the legal issues relating to political subdivisions and may propose more targeted guidance in the future.

Because the Proposed Regulations have been withdrawn, it is not possible to determine the extent to which all or a portion of the discussion herein regarding the Villages and the Villages TAM (each as defined below) may continue to be applicable in the absence of further guidance from the IRS. Bond Counsel will render its opinion regarding the exclusion from gross income of interest on the Series 2020 Bonds as described below.

On May 30, 2013, the IRS delivered to Village Center CDD, a Florida special district established under Chapter 190, Florida Statutes, a private ruling, called a technical advice memorandum (the "Villages TAM"), in connection with the examination by the IRS of bonds issued by the Village Center CDD (the "Audited Bonds"). The Villages TAM concluded that,

despite having certain eminent domain powers, the Village Center CDD is not a political subdivision permitted to issue tax-exempt bonds based on a number of facts including that its governing board is elected by a small group of landowners, and that it "was organized and operated to perpetuate private control and avoid indefinitely responsibility to a public electorate, either directly or through another elected state or local governmental body."

The Villages TAM, as a private, non-precedential, ruling, binds only the IRS and the Village Center CDD, and only in connection with the Audited Bonds. Moreover, the cited legal basis for the Villages TAM is extremely limited, and, therefore, the value of the Villages TAM as guidance is also limited. Nonetheless, the breadth and force of the language used in the Villages TAM may reflect the disfavor of the IRS toward governmental entities with governing boards elected by landowners, and this position may lead the enforcement branch of the IRS to select bonds of other issuers with landowner-controlled boards for examination.

In July 2016, the IRS closed the examination of the Audited Bonds with no change to their tax-exempt status. Although the audit was closed with no adverse impact on the Audited Bonds, the IRS's motivations and rationale for closing the examination are unknown. The Village Center CDD refunded the Audited Bonds with taxable bonds in 2014.

Like the board of the Village Center CDD, the Board of Supervisors of the District is necessarily elected by the landowners in the District since there is not yet enough qualified electors residing within the District. The Act, which contains the uniform statutory charter for all community development districts and by which the District is governed, delegates to the District certain traditional sovereign powers including, but not limited to, eminent domain, ad valorem taxation and regulatory authority over rates, fees and charges for district facilities. On the basis of the Act and certain representations by the District forming a part of the District's tax certificate as to its reasonable expectations of transition to a resident-elected Board of Supervisors, it does not appear from the facts and circumstances that the District was organized to avoid indefinitely responsibility to a public electorate. On the basis of the foregoing and other factors, Bond Counsel has concluded that under current law the District is a political subdivision for purposes of Section 103 of the Code, notwithstanding that its Board of Supervisors is temporarily elected by landowners. Bond counsel intends to deliver its unqualified approving opinion in the form attached hereto as "APPENDIX B: PROPOSED FORM OF OPINION OF BOND COUNSEL."

The release of the Villages TAM may cause an increased risk of examination of the Series 2020 Bonds. Owners of the Series 2020 Bonds are advised that if the IRS does audit the Series 2020 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the Series 2020 Bonds may have limited rights to participate in such procedure. The Indentures do not provide for any adjustment to the interest rates borne by the Series 2020 Bonds in the event of a change in the tax-exempt status of the Series 2020 Bonds. The commencement of an audit or an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2020 Bonds could adversely impact both liquidity and pricing of the Series 2020 Bonds, as applicable, in the secondary market.

### **[Tax Treatment of Original Issue Discount]**

[Under the Code, the difference between the maturity amount of the Series 2020A Bonds maturing on \_\_\_\_\_ 1, 20\_\_ through and including \_\_\_\_\_ 1, 20\_\_ and the Series 2020A-3 Bonds maturing on \_\_\_\_\_ 1, 20\_\_ through and including \_\_\_\_\_ 1, 20\_\_ (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondowners of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.]

### **AGREEMENT BY THE STATE**

Under the Act, the State of Florida pledges to the holders of any bonds issued thereunder, including the Series 2020 Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

### **LEGALITY FOR INVESTMENT**

The Act provides that the Series 2020 Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State of Florida, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

### **SUITABILITY FOR INVESTMENT**

In accordance with applicable provisions of Florida law, the Series 2020 Bonds may initially be sold by the District only to "accredited investors" within the meaning of Chapter 517, Florida Statutes and the rules promulgated thereunder. The limitation of the initial offering to accredited investors does not denote restrictions on transfer in any secondary market for the Series 2020 Bonds. Investment in the Series 2020 Bonds poses certain economic risks. No



dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum.

## **ENFORCEABILITY OF REMEDIES**

The remedies available to the Owners of Series 2020 Bonds upon an event of default under the respective Indentures are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2020A Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2020 Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

## **LITIGATION**

### **The District**

There is no litigation of any nature now pending or, to the knowledge of the District threatened against the District, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2020 Bonds, or in any way contesting or affecting (i) the validity of the Series 2020 Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Series 2020 Bonds, (iii) the existence or powers of the District or (iv) the validity of the Assessment Proceedings.

### **The Developer**

The Developer has represented that there is currently no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which, if successful, could reasonably be expected to have a material and adverse effect upon the ability of the Developer to develop the Development, materially and adversely affect the ability of the Developer to pay the Series 2020A Special Assessments or the Series 2020A-3 Special Assessments imposed against the land within the District owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

## **CONTINGENT FEES**

The District has retained Bond Counsel, District Counsel, the Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2020 Bonds. Except for the payment of certain fees to District Counsel and the Methodology Consultant, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2020 Bonds.

## **NO RATING**

No application for a rating for the Series 2020 Bonds has been made to any rating agency, nor is there any reason to believe that an investment grade rating for the Series 2020 Bonds would have been obtained if application had been made.

## **EXPERTS**

The Engineer's Report attached hereto as APPENDIX C to this Limited Offering Memorandum has been prepared by the Consulting Engineer. APPENDIX C should be read in its entirety for complete information with respect to the subjects discussed therein. The Methodology Consultant has prepared the Assessment Methodology attached hereto as APPENDIX D. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein.

## **FINANCIAL INFORMATION**

This District will covenant in Continuing Disclosure Agreements, the proposed forms of which are set forth in APPENDIX F hereto, to provide its annual audited financial statements to certain information repositories as described in APPENDIX F, commencing with the audit for the District fiscal year ended [September 30, 2019]. Attached hereto as APPENDIX E is a copy of the District's audited financial statements for the District's fiscal year ended September 30, 2018, as well as the District's unaudited financial statements for the period ended \_\_\_\_\_, 2020. Such financial statements, including the auditor's report included within the audited financial statements, have been included in this Limited Offering Memorandum as public documents and consent from the auditor was not requested. Further, the auditors have not performed any services related to, and therefore are not associated with, the preparation of this Limited Offering Memorandum. The Series 2020A Bonds and the Series 2020A-3 Bonds are not general obligation bonds of the District and are payable solely from the applicable Pledged Revenues as set forth in the 2020A Indenture and the 2020A-3 Indenture, respectively.

Beginning October 1, 2015, or by the end of the first full fiscal year after its creation, each community development district in Florida must have a separate website with certain information as set forth in Section 189.069, F.S., including, without limitation, the district's proposed and final budgets and audit. Additional information regarding the District's website is available from the District Manager at the address set forth under "THE DISTRICT – The District Manager and Other Consultants."

## **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Section 517.051, Florida Statutes, and the regulations promulgated thereunder (the "Disclosure Act") requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business).

The District is not and has not ever been in default as to principal and interest on its bonds or other debt obligations.

## **CONTINUING DISCLOSURE**

The District and the Developer (as the initial "Obligated Person" thereunder) will enter into Continuing Disclosure Agreements (the "Disclosure Agreements"), the proposed forms of which are set forth in APPENDIX F, for the benefit of the Series 2020A Bondholders and the Series 2020A-3 Bondholders (including owners of beneficial interests in such Bonds), to provide certain financial information and operating data relating to the District by certain dates prescribed in the Disclosure Agreements (the "Reports") with the Municipal Securities Rulemaking Board ("MSRB") through the MSRB's Electronic Municipal Market Access system ("EMMA"). The specific nature of the information to be contained in the Reports is set forth in "APPENDIX F: PROPOSED FORMS OF CONTINUING DISCLOSURE AGREEMENTS." Under certain circumstances, the failure of the District or the Developer or other Obligated Person to comply with their respective obligations under the Disclosure Agreements constitutes an event of default thereunder. Such a default will not constitute an event of default under the related Indenture, but such event of default under a Disclosure Agreement would allow the Series 2020A Bondholders or the Series 2020A-3 Bondholders (including owners of beneficial interests in such Bonds), as applicable, to bring an action for enforcement.

The District has previously entered into continuing disclosure undertakings pursuant to Rule 15c2-12, promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"), with respect to its Prior Bonds. [A review of filings made pursuant to such prior undertaking indicates that the District has not materially failed to comply with its requirements thereunder within the last five years.] The Developer has also previously entered into a continuing disclosure undertaking in connection with the District's Prior Bonds (the "Developer Undertaking"). [A review of filings made pursuant to the Developer Undertaking indicated that the Developer has not materially failed to comply with its requirements thereunder within the last five years.] The District and the Developer fully anticipate satisfying all future disclosure obligations required pursuant to its continuing disclosure undertakings and the Rule.

## **UNDERWRITING**

MBS Capital Markets, LLC (the "Underwriter"), has agreed, pursuant to a contract with the District, subject to certain conditions, to purchase from the District: (i) the Series 2020A Bonds at a purchase price of \$\_\_\_\_\_ (par amount of the Series 2020A Bonds, plus/minus bond premium/original issue discount of \$\_\_\_\_\_ and less an Underwriter's discount of \$\_\_\_\_\_) and (ii) the Series 2020A-3 Bonds at a purchase price of \$\_\_\_\_\_ (par amount of the Series 2020A-3 Bonds, plus/minus bond premium/original issue discount of \$\_\_\_\_\_ and less an Underwriter's discount of \$\_\_\_\_\_). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Bonds of a Series of 2020 Bonds if any Bonds of such Series are purchased.

The Underwriter intends to offer the Series 2020 Bonds to accredited investors at the offering price set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Series 2020 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

## **VALIDATION**

One hundred million dollars (\$100,000,000) of Special Assessment Bonds of the District to be issued from time to time, which includes the Series 2020 Bonds, were validated by a Final Judgment of the Sixth Judicial Circuit Court in and for St. Johns County, Florida issued on June 6, 2016. The period for appeal of the judgment of validation of such Bonds has expired with no appeals being taken.

## **LEGAL MATTERS**

Certain legal matters related to the authorization, sale and delivery of the Series 2020 Bonds are subject to the approval of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel Hopping Green & Sams, P.A., Tallahassee, Florida, for the Developer by its special counsel, Greenspoon Marder, LLP, Boca Raton, Florida, and with respect to certain land use matters, by its special counsel the Law Office of Paul M. Harden, Jacksonville, Florida, and for the Underwriter by its counsel, GrayRobinson, P.A., Tampa, Florida.

Bond Counsel's opinions included herein are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

## **MISCELLANEOUS**

Any statements made in this Limited Offering Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the Series 2020 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Limited Offering Memorandum is submitted in connection with the limited offering of the Series 2020 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Limited Offering Memorandum is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2020 Bonds.

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## **AUTHORIZATION AND APPROVAL**

The execution and delivery of this Limited Offering Memorandum has been duly authorized by the Board of Supervisors of the District.

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

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

## **APPENDIX A**

### **COPY OF MASTER INDENTURE AND PROPOSED FORMS OF FIFTH SUPPLEMENTAL INDENTURE AND SIXTH SUPPLEMENTAL INDENTURE**

## **APPENDIX B**

### **PROPOSED FORM OF OPINION OF BOND COUNSEL**

**APPENDIX C**  
**ENGINEER'S REPORT**



**APPENDIX D**  
**ASSESSMENT METHODOLOGY**

**APPENDIX E**  
**DISTRICT'S FINANCIAL STATEMENTS**

## **APPENDIX F**

### **PROPOSED FORMS OF CONTINUING DISCLOSURE AGREEMENTS**

3.

**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
(ST. JOHNS COUNTY)**

\$ \_\_\_\_\_                      \$ \_\_\_\_\_  
**SPECIAL ASSESSMENT BONDS,      SPECIAL ASSESSMENT BONDS,**  
**SERIES 2020A-1                      SERIES 2020A-2**

\$ \_\_\_\_\_  
**SPECIAL ASSESSMENT BONDS,**  
**SERIES 2020A-3**

**BOND PURCHASE CONTRACT**

\_\_\_\_\_, 2020

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

Dear Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Contract (the "Purchase Contract") with Meadow View at Twin Creeks Community Development District (the "District"). The District is located entirely within St. Johns County, Florida (the "County"). This offer of the Underwriter shall, unless accepted by the District, acting through its Board of Supervisors (the "Board"), expire at 10:00 A.M. prevailing time within the jurisdiction of the District on the date hereof, unless previously withdrawn or extended in writing by the Underwriter. This Purchase Contract shall be binding upon the District and the Underwriter upon execution and delivery. Any capitalized word not defined herein shall have the meaning ascribed thereto in the Preliminary Limited Offering Memorandum (as hereinafter defined). In conformance with Section 218.385, Florida Statutes, as amended, the Underwriter hereby delivers to the District the Disclosure and Truth-In-Bonding Statements attached hereto as Exhibit A.

**1.      Purchase and Sale.** Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the District and the District hereby agrees to sell and deliver to the Underwriter: (i) all (but not less than all) of its \$ \_\_\_\_\_ aggregate principal amount of Special Assessment Bonds, Series 2020A-1 (the "Series 2020A-1 Bonds"), (ii) all (but not less than all) of its \$ \_\_\_\_\_ aggregate principal amount of Special Assessment Bonds, Series 2020A-2 (the "Series 2020A-2 Bonds" and, together with the Series 2020A-1 Bonds, the "Series 2020A Bonds") and (iii) all (but not less than all) of its \$ \_\_\_\_\_ aggregate principal amount of Special Assessment Bonds, Series 2020A-3 (the "Series 2020A-3 Bonds" and, together with the Series 2020A Bonds, the "Bonds").

The Bonds shall be dated the date of delivery and shall mature on the dates, shall bear interest at the rates, and shall be subject to redemption prior to maturity, all as provided in Exhibit B attached hereto. The purchase price for the Series 2020A-1 Bonds shall be \$\_\_\_\_\_ (representing the \$\_\_\_\_\_ aggregate principal amount of the Series 2020A-1 Bonds, less an underwriter's discount of \$\_\_\_\_\_ [and less original issue discount of \$\_\_\_\_\_]). The purchase price for the Series 2020A-2 Bonds shall be \$\_\_\_\_\_ (representing the \$\_\_\_\_\_ aggregate principal amount of the Series 2020A-2 Bonds, less an underwriter's discount of \$\_\_\_\_\_ [and less original issue discount of \$\_\_\_\_\_]). The purchase price for the Series 2020A-3 Bonds shall be \$\_\_\_\_\_ (representing the \$\_\_\_\_\_ aggregate principal amount of the Series 2020A-3 Bonds, less an underwriter's discount of \$\_\_\_\_\_ [and less original issue discount of \$\_\_\_\_\_]).

The payment for and delivery of the Bonds and the other actions contemplated hereby to take place at the Closing Date (as hereinafter defined).

**2. The Bonds.** The Bonds are to be issued by the District, a local unit of special-purpose government of the State of Florida (the "State") created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (the "Act"), and Ordinance No. 2016-11 of the Board of County Commissioners of the County, enacted on March 1, 2016, and effective on March 7, 2016 (the "Ordinance"). The Series 2020A Bonds are secured pursuant to a Master Trust Indenture dated as of November 1, 2016 (the "Master Indenture") and a Fifth Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2020 (the "Fifth Supplemental Indenture" and, together with the Master Indenture, the "2020A Indenture"), each of which are entered into by and between the Issuer and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (the "Trustee"). The Series 2020A-3 Bonds are secured pursuant the Master Indenture and a Sixth Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2020 (the "Sixth Supplemental Indenture" and, together with the Master Indenture, the "2020A-3 Indenture"), each of which are entered into by and between the Issuer and the Trustee. The 2020A Indenture and the 2020A-3 Indenture are collectively referred to herein as the "Indentures." The Bonds are also being issued pursuant to Resolution Nos. 2016-22 and 2020-04, adopted by the Board of Supervisors of the District (the "Board") on March 17, 2016 and April 23, 2020, respectively (collectively, the "Bond Resolution"). The Series 2020A Special Assessments and the revenues from which comprise the Pledged Revenues with respect to the Series 2020A Bonds have been, or will be prior to the time of the Closing, levied by the District on the assessable lands within the District designated as the Series 2020A Assessment Area pursuant to the Assessment Resolutions (as such term is defined in the 2020A Indenture). The Series 2020A-3 Special Assessments and the revenues from which comprise the Pledged Revenues with respect to the Series 2020A-3 Bonds have been, or will be prior to the time of the Closing, levied by the District on the assessable lands designated as the Series 2020A-3 Assessment Area pursuant to the Assessment Resolutions (as such term is defined in the 2020A-3 Indenture). The Series 2020A Special Assessments and the Series 2020A-3 Special Assessments are sometimes collectively referred to herein as the Special Assessments. Capitalized terms used and not otherwise defined herein shall have such meanings as set forth in the Final Limited Offering Memorandum (as defined herein).

**3. Limited Offering; Establishment of Issue Price.** [It shall be a condition to the District's obligation to sell and to deliver the Series 2020A Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Series 2020A Bonds, that the entire principal amount of the Series 2020A Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(c) hereof. It shall not be a condition to the District's obligation to sell and to deliver the Series 2020A Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Series 2020A Bonds, that the Series 2020A-3 Bonds be issued and delivered. It shall be a condition to the District's obligation to sell and to deliver the Series 2020A-3 Bonds to the Underwriter, and to the Underwriter's obligation to purchase, accept delivery of and pay for the Series 2020A-3 Bonds, that the entire principal amount of the Series 2020A-3 Bonds be issued, sold and delivered by the District and purchased, accepted and paid for by the Underwriter at Closing and that the District and the Underwriter receive the opinions, documents and certificates described in Section 8(d) hereof.]

(a) The Underwriter agrees to assist the District in establishing the issue price of each Series of the Bonds and shall execute and deliver to the District at respective Closings thereon an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in the form reasonably satisfactory to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of each Series of the Bonds.

(b) Except as otherwise set forth in Exhibit B attached hereto, the District will treat the first price at which 10% of each maturity of the Bonds of each Series (the "10% test") is sold to the public as the issue price of that maturity for such Series (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of the Bonds of each Series. If at that time the 10% test has not been satisfied as to any maturity of the Bonds of such Series, the Underwriter agrees to promptly report to the District the prices at which it sells the unsold Bonds of such Series of that maturity to the public. That reporting obligation shall continue, whether or not the respective Closing Date for such Series of Bonds has occurred, until the 10% test has been satisfied as to the Bonds of such Series of that maturity or until all Bonds of such Series of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit B attached hereto, except as otherwise set forth therein. Exhibit B also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of

that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds of a Series, the Underwriter will neither offer nor sell unsold Bonds of such Series of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds of such Series to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the District when it has sold 10% of that maturity of the Bonds of such Series to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

(d) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(1) "public" means any person other than an underwriter or a related party, and

(2) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(3) "sale date" means the date of execution of this Purchase Contract is executed by all parties.

**4. Use of Documents.** Prior to the date hereof, the District has caused to be prepared and provided to the Underwriter the Preliminary Limited Offering Memorandum, dated \_\_\_\_\_, 2020 (the "Preliminary Limited Offering Memorandum"), of the District relating to the Bonds that the District has deemed final as of its date, except for certain permitted omissions (the "Permitted Omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the limited offering of the Bonds. The Underwriter has reviewed the Preliminary Limited Offering Memorandum prior to the execution of this Purchase Contract. The District has, prior to the date hereof, authorized the use of the Preliminary Limited Offering Memorandum by the Underwriter. The District shall deliver, or



cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof or within such shorter period as may be requested by the Underwriter and in sufficient time to accompany any confirmation that requests payment from any customer such number of copies of the final Limited Offering Memorandum (the "Limited Offering Memorandum" and, together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memoranda") as the Underwriter shall reasonably request to comply with the requirements of the Rule and all applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Underwriter agrees to file the Limited Offering Memorandum with the MSRB not later than two (2) business days after the Closing Date. The Underwriter agrees that it will not confirm the sale of any Bonds unless a final written confirmation of sale is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum. The District hereby approves the circulation and use by the Underwriter of the Limited Offering Memoranda with respect to the Bonds.

**5. Definitions.** For purposes hereof, (a) this Purchase Contract, the Bonds, the Indentures, the Continuing Disclosure Agreements to be dated as of the Closing Date, by and among the District, Heartwood 23, LLC, a Florida limited liability company (the "Developer"), and Governmental Management Services, LLC, a Florida limited liability company, as dissemination agent (the "Dissemination Agent"), the Trustee and Governmental Management Services, LLC, as District manager (the "District Manager") in substantially the forms attached to the Preliminary Limited Offering Memorandum as APPENDIX F thereto (the "Disclosure Agreements"), and the DTC Blanket Issuer Letter of Representations entered into by the District, are referred to herein collectively as the "Financing Documents" and (b) [the 2020 Amendment to "Completion Agreement (2016 Bonds)" by and between the District and the Developer dated as of the Closing Date (the "Completion Agreement"), the Acquisition Agreement by and between the District and the Developer dated as of November 3, 2016 (the "Acquisition Agreement"), the 2020 Amendment to "Collateral Assignment and Assumption Agreement (2016 Bonds)" by and between the District and the Developer dated as of the Closing Date (the "Collateral Assignment"), and the True-Up Agreement by and between the District and the Developer dated as of the Closing Date (the "True-Up Agreement") are collectively referred to herein as the "Ancillary Agreements."]

**6. Representations, Warranties and Agreements.** The District hereby represents, warrants and agrees as follows, with respect to each Series of Bonds:

(a) The Board is the governing body of the District and the District is and will be on the Closing Date duly organized and validly existing as a unit of special-purpose government created pursuant to the Constitution and laws of the State, including, without limitation, the Act;

(b) The District has full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolutions; (ii) enter into the Financing Documents and the Ancillary Agreements; (iii) sell, issue and deliver the respective Series of Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of such Series of Bonds for the purposes described in the Limited Offering Memoranda; (v) authorize and acknowledge the use of the Limited Offering Memoranda and authorize the execution of the Limited Offering Memorandum; and (vi) carry out and consummate the transactions

contemplated by the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements, and the Limited Offering Memoranda. The District has complied, and on the Closing Date will be in compliance in all material respects, with the terms of the Act and with the obligations on its part contained in the Bond Resolution, the Assessment Resolutions, the Financing Documents, the Ancillary Agreements and the Bonds;

(c) At meetings of the Board that were duly called and noticed and at which a quorum was present and acting throughout, the Board duly adopted the Bond Resolution and the Assessment Resolutions, and the same are in full force and effect and have not been supplemented, amended, modified or repealed, except as set forth therein. By all necessary official Board action, the District has duly authorized and approved (or with respect to the Ancillary Agreements, prior to the Closing Date the District will have duly authorized and approved) the use and delivery of the Preliminary Limited Offering Memorandum and the execution and delivery of the respective Financing Documents, the Ancillary Agreements, the Bonds and the Limited Offering Memorandum, has duly authorized and approved the performance by the District of the obligations on its part contained in the Financing Documents, the Ancillary Agreements, the Bonds, and the consummation by it of all other transactions contemplated by this Purchase Contract and the Limited Offering Memoranda in connection with the issuance of the Bonds. Upon execution and delivery by the District and the Trustee (and assuming the due authorization, execution and delivery of the Indentures by the Trustee), the Indentures will constitute legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). Upon execution by the District and the other parties thereto (and assuming the due authorization, execution and delivery of such agreements by the other parties thereto) the Financing Documents and the Ancillary Agreements will constitute the legal, valid and binding obligations of the District, enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(d) Except as may be expressly disclosed in the Preliminary Limited Offering Memorandum, the District is not in material breach of or material default under any applicable provision of the Act or any applicable constitutional provision or statute or, to the best of its knowledge, administrative regulation of the State or the United States of America or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement, or other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of its knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument; and the execution and delivery of the Bonds, the Financing Documents, the Ancillary Agreements and the Limited Offering Memorandum, the approval of the delivery of the Preliminary Limited Offering Memorandum, and the adoption of the Bond Resolution and the Assessment Resolutions, and compliance with

the provisions on the District's part contained therein, will not conflict with or constitute a material breach of or material default under any applicable constitutional provision, or law, or, to the best of its knowledge, any administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement, or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided by the Assessments Resolutions, the Bonds and the Indentures. To the best of its knowledge, no event has occurred which, with the lapse of time or the giving of notice, or both, would constitute an event of default (as therein defined) under the Bonds, the Financing Documents or the Ancillary Agreements;

(e) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization by, or which would constitute a condition precedent to, or the absence of which would materially adversely affect, the due performance by the District of its obligations, to issue the Bonds, or under such Bonds, the Bond Resolution, the Assessment Resolutions, the Financing Documents or the Ancillary Agreements have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds;

(f) The descriptions of the Bonds, the Financing Documents, the Ancillary Agreements, the Series 2020A Project and the Series 2020A-3 Project to the extent referred to in the Limited Offering Memoranda, conform in all material respects to the Bonds, the Financing Documents, the Ancillary Agreements, the Series 2020A Project and the Series 2020A-3 Project, respectively;

(g) The respective Series of Bonds, when issued, executed and delivered in accordance with the respective Indentures and when sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the District, entitled to the benefits of the respective Indentures and upon such issuance, execution and delivery of the Bonds of such Series, the respective Indentures will provide, for the benefit of the holders from time to time of the Bonds of such Series a legally valid and binding pledge of and first lien on the respective Pledged Revenues. On the Closing Date, all conditions precedent to the issuance of the Bonds set forth in the Indentures will have been complied with or fulfilled;

(h) As of the date hereof, there is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to its best knowledge, threatened against the District: (i) contesting the corporate existence or powers of the Board or the titles of the respective officers of the Board to their respective offices; (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the proceeds of the sale thereof for the purposes described in the Limited Offering

Memoranda or the collection of the Series 2020A Special Assessments or the Series 2020A-3 Special Assessments, or the pledge of and lien on the respective Pledged Revenues, pursuant to the respective Indentures; (iii) contesting or affecting specifically as to the District the validity or enforceability of the Act or any action of the District in any respect relating to the authorization for the issuance of the Bonds, or the authorization of the Series 2020A Project and the Series 2020A-3 Project, the Bond Resolution, the Assessment Resolutions, the Financing Documents and the Ancillary Agreements to which the District is a party, or the application of the proceeds of the Bonds for the purposes set forth in the Limited Offering Memoranda; (iv) contesting the federal tax status of the any Series of the Bonds; or (v) contesting the completeness or accuracy of the Limited Offering Memoranda or any supplement or amendment thereto;

(i) To the extent applicable, the District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and the District will use its best efforts to continue such qualifications in effect so long as required for the initial limited offering and distribution of the Bonds; provided, however, that the District shall not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction or register as a broker/dealer;

(j) As of its date (unless an event occurs of the nature described in paragraph (1) of this Section 6) and at all times subsequent thereto, up to and including the Closing Date, the statements and information contained in the Preliminary Limited Offering Memorandum (other than Permitted Omissions) and in the Limited Offering Memorandum are and will be accurate in all material respects for the purposes for which their use is authorized and do not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," and "UNDERWRITING";

(k) If the Limited Offering Memorandum is supplemented or amended pursuant to subsection (1) of this Section 6, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Limited Offering Memorandum as so supplemented or amended will be accurate in all material respects for the purposes for which their use is authorized and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made concerning information

contained in the Limited Offering Memoranda under the captions "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," and "UNDERWRITING";

(l) If between the date of this Purchase Contract and the earlier of (i) the date that is ninety (90) days from the end of the "Underwriting Period" as defined in the Rule, or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB's Electronic Municipal Market Access system (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur, of which the District has actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the District shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the District will at its expense (unless such supplement or amendment is the direct result of information provided by the Developer or Underwriter, then at the expense of said relevant person) supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. The end of the Underwriting Period for the Bonds shall be the next business day after the Closing Date therefor;

(m) Since its inception, there has been no material adverse change in the properties, businesses, results of operations, prospects, management or financial or other condition of the District, except as disclosed in the Limited Offering Memoranda, and the District has not incurred liabilities that would materially adversely affect its ability to discharge its obligations under the Bond Resolution, the Assessment Resolutions, the Bonds, the Financing Documents or the Ancillary Agreements, direct or contingent, other than as set forth in or contemplated by the Limited Offering Memoranda;

(n) Except as may be disclosed in the Preliminary Limited Offering Memorandum, the District has not and is not now in default in the payment of the principal of or the interest on any governmental security issued or guaranteed by it after December 31, 1975 which would require the disclosure pursuant to Section 517.051, Florida Statutes or Rule 3E- 400.003 of the Florida Department of Financial Services;

(o) Except as may be disclosed in the Preliminary Limited Offering Memorandum, the District has never failed to comply with any continuing disclosure obligations undertaken by the District in accordance with the continuing disclosure requirements of the Rule;

(p) Any certificate signed by any official of the District and delivered to the Underwriter will be deemed to be a representation by the District to the Underwriter as to the statements made therein; and

(q) From the date of this Purchase Contract through the Closing Date, the District will not issue any bonds (other than the Series 2020A Bonds and the Series 2020A-3 Bonds), notes or other obligations payable from the Pledged Revenues for the Series 2020A Bonds and the Series 2020A-3 Bonds, respectively.

7. **Closing.** At 10:00 a.m. prevailing time on \_\_\_\_, 2020 (the "Closing Date") or at such later time as may be mutually agreed upon by the District and the Underwriter, the District will, subject to the terms and conditions hereof, deliver to the Underwriter, the Bonds in definitive book-entry only form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof, in federal or other immediately available funds to the order of the District. Delivery of the Bonds as aforesaid shall be made pursuant to the FAST system of delivery of The Depository Trust Company, New York, New York, or at such other place as may be mutually agreed upon by the District and the Underwriter. The Bonds shall be typewritten, shall be prepared and delivered as fully registered bonds in book-entry only form, with one bond for each maturity, registered in the name of Cede & Co. and shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection and packaging, unless otherwise agreed by the District and the Underwriter.

8. **Closing Conditions.** The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and agreements of the District contained herein with respect to each Series of Bonds, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the Closing Dates and upon the performance by the District of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for each Series of the Bonds are conditioned upon the performance by the District of its obligations to be performed hereunder with respect to such Series and under such documents and instruments at or prior to the Closing Date, and are also subject to the following additional conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct, on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the time of the Closing, the Bond Resolution, the Assessment Resolutions, the respective Series of Bonds, the Financing Documents and the Ancillary Agreements shall each be in full force and effect in accordance with their respective terms and the Bond Resolution, the Assessment Resolutions, the Indentures and the Limited Offering Memoranda shall not have been supplemented, amended, modified or repealed, except in any such case as may have been agreed to by the Underwriter;

(c) At or prior to the Closing Date, the Underwriter and the District shall have received each of the following:

(1) The Limited Offering Memorandum and each supplement or amendment, if any, thereto, executed on behalf of the District by the Chairperson of the Board or such other authorized member of the Board;

(2) A copy of each of the Bond Resolution and the Assessment Resolutions certified by the Secretary or an Assistant Secretary of the Board under seal as having been duly adopted by the Board of the District and as being in full force and effect;

(3) Executed copies of each of the Financing Documents and the Ancillary Agreements in form and substance acceptable to the Underwriter and Underwriter's counsel;

(4) The opinion, dated as of the Closing Date and addressed to the District, of Bryant Miller Olive P.A., Bond Counsel, in the form included in the Preliminary Limited Offering Memorandum as APPENDIX B or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel, together with a letter of such counsel, dated as of the Closing Date and addressed to the Underwriter and the Trustee, to the effect that the foregoing opinion addressed to the District may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion were addressed to them;

(5) The supplemental opinion, dated as of the Closing Date and addressed to the Underwriter, of Bryant Miller Olive P.A., Bond Counsel, in the form annexed as Exhibit C hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(6) The opinion, dated as of the Closing Date and addressed to the District and the Trustee of Hopping Green & Sams, P.A., counsel to the District, in form annexed as Exhibit D hereto or otherwise in form and substance acceptable to the Underwriter and its counsel;

(7) An opinion, dated as of the Closing Date and addressed to the Underwriter, the District and Bond Counsel, of counsel to the Trustee, in form and substance acceptable to Bond Counsel, Underwriter, Underwriter's Counsel, and the District;

(8) A customary authorization and incumbency certificate, dated as of the Closing Date, signed by authorized officers of the Trustee in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(9) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Greenspoon Marder LLP, special counsel to the Developer, in the form annexed as Exhibit E hereto or in form and substance acceptable to the Underwriter and Underwriter's counsel;

(10) The opinion, dated as of the Closing Date and addressed to the District, the Trustee and the Underwriter, of Law Office of Paul M. Harden,

special land use counsel to the Developer, in the form annexed as Exhibit F hereto or in form and substance acceptable to the Underwriter and Underwriter's counsel;

(11) Certificate of the Developer dated as of the Closing Date, in the form annexed as Exhibit G hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(12) A copy of the Ordinance;

(13) A certificate, dated as of the Closing Date, signed by the Chairperson or Vice-Chairperson and the Secretary or an Assistant Secretary of the Board, setting forth that: (i) each of the representations of the District contained herein was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects on the Closing Date as if made on such date; (ii) the District has performed all obligations to be performed hereunder as of the Closing Date; (iii) except as may be disclosed in the Limited Offering Memorandum, the District has never been in default as to principal or interest with respect to any obligation issued or guaranteed by the District; (iv) the District agrees to take all reasonable action necessary to use the Uniform Method as the means of collecting the Special Assessments to the extent required in the respective Indentures; and (v) the Limited Offering Memoranda (other than the information under the captions "DESCRIPTION OF THE SERIES 2020 BONDS – Book-Entry Only System," "THE DEVELOPMENT," "THE DEVELOPER," "TAX MATTERS," "SUITABILITY FOR INVESTMENT," "LITIGATION – The Developer," and "UNDERWRITING," as to which no view need be expressed) as of their respective dates, and as of the Closing Date, do not contain any untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Limited Offering Memoranda are to be used, or which is necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading;

(14) A customary signature and no litigation certificate, dated as of the Closing Date, signed on behalf of the District by the Chairperson or Vice-Chairperson and Secretary or an Assistant Secretary of the Board in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(15) Evidence of compliance by the District with the requirements of Section 189.051, Florida Statutes, with respect to the Bonds;

(16) Executed copies of the District's certification as to arbitrage and other matters relative to the tax status of the Bonds under Section 148 of the Internal Revenue Code of 1986, as amended;

(17) Executed copy of Internal Revenue Service Form 8038-G relating to the Bonds;



(18) A certificate of England - Thims & Miller, Inc. (the "District Engineer"), dated as of the Closing Date, in the form annexed as Exhibit H hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(19) A certificate of the District Manager and Governmental Management Services, LLC, as methodology consultant (the "Methodology Consultant") in the form annexed as Exhibit I hereto or otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(20) A certificate of the District whereby the District deemed the Preliminary Limited Offering Memorandum final for purposes of the Rule as of the date of the Preliminary Limited Offering Memorandum except for the Permitted Omissions;

(21) Such additional documents as may be required by the respective Indentures to be delivered as a condition precedent to the issuance of the Bonds;

(22) Evidence of compliance by the District with the requirements of Section 215.84, Florida Statutes, with respect to the Bonds;

(23) A certified copy of the final judgment of the Circuit Court in and for St. Johns County Florida validating the Bonds and appropriate certificate of no-appeal;

(24) Second Revised Master Special Assessment Methodology Report dated September 20, 2018 (the "Master Assessment Methodology"), as supplemented by the Supplemental Special Assessment Methodology Report for the Series 2020 Bonds dated [\_\_\_\_\_, 2020];

(25) A copy of the Capital Improvement Plan, dated March 17, 2016 as modified by the Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan dated October 6, 2016, and as supplemented by the Third Supplemental Engineer's Report for Series 2020A and 2020A-3 Projects for the Meadow View at Twin Creek Community Development District, dated \_\_\_\_\_, 2020;

(26) Acknowledgments in recordable form by all mortgage holders on lands within the Series 2020A Assessment Area and Series 2020A-3 Assessment Area as to the superior lien of the Series 2020A Special Assessments and Series 2020A-3 Special Assessments and certain other matters in recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(27) A Declaration of Consent to Jurisdiction of the District, Imposition of Special Assessments and Imposition of Lien of Record by the Developer and any other landowners with respect to all real property which is subject to the Series 2020A Special Assessments Series 2020A-3 Special Assessments in

recordable form and otherwise in form and substance acceptable to the Underwriter and Underwriter's Counsel;

(28) Evidence acceptable to the Underwriter in its sole discretion that the District has engaged a dissemination agent acceptable to the Underwriter (the "Dissemination Agent") for the Bonds;

(29) A certificate of the Dissemination Agent (i) acknowledging its agreement to serve as the initial Dissemination Agent for the District and undertake the obligations of the Dissemination Agent as set forth in the Disclosure Agreements, (ii) representing that the Dissemination Agent is aware of the continuing disclosure requirements set forth in the Disclosure Agreements and the Rule and that it has policies and procedures in place to ensure its compliance with its obligations under the Disclosure Agreements, and (iii) covenanting to comply with the Disclosure Agreements;

(30) Evidence acceptable to the Underwriter in its sole discretion that the Series 2016B Special Assessments levied against the lands within the Series 2020A Assessment Area have been prepaid in full and the lien thereof on such lands discharged of record; and

(31) Such additional legal opinions, certificates, instruments and other documents as the Underwriter, Underwriter's Counsel or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the District's representations and warranties contained herein and of the statements and information contained in the Limited Offering Memoranda and the due performance or satisfaction by the District and the Developer on or prior to the Closing of all the agreements then to be performed and conditions then to be satisfied by each.

(d) If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for a Series of Bonds contained in this Purchase Contract (unless waived by the Underwriter in its sole discretion), or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for such Series of Bonds shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate with respect to such Series of Bonds, and neither the Underwriter nor the District shall be under any further obligation hereunder with respect to such Series of Bonds, except that the respective obligations of the District and the Underwriter set forth in Section 10 hereof shall continue in full force and effect.

**9. Termination.** The Underwriter shall have the right to terminate its obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds by notifying the District in writing of its election to do so if, after the execution hereof and prior to the Closing:

(a) Legislation shall have been introduced in or enacted by the Congress of the United States or enacted by the State, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairperson or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation shall have been proposed for consideration by either such committee, by any member thereof, or legislation shall have been favorably reported for passage to either House of Congress of the United States by a committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States or the State, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States, or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the District or by any similar body, or upon interest on obligations of the general character of the Bonds, which may have the purpose or effect, directly or indirectly, of materially and adversely affecting the tax exempt status of the District, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the State or, which in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds;

(b) There shall have occurred any outbreak or escalation of hostilities or declaration by the United States of a national emergency or war or any national or international calamity or crisis, including a financial crisis, or a default with respect to the debt obligations of or the institution of proceedings under the federal or the state bankruptcy laws by or against the State of Florida or any subdivision, agency or instrumentality of such State, the effect of which on the financial markets being such as, in the sole judgment of the Underwriter, would materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds;

(c) A general banking moratorium shall have been declared by either Federal, Florida or New York authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred;

(d) The District or the Developer has, without the prior written consent of the Underwriter, offered or issued any bonds (other than the Bonds), notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent, or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District or the Developer, other than in the ordinary course of their respective business;

(e) Any event shall have occurred or shall exist which, in the reasonable opinion of the Underwriter, would or might cause the information contained in the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(f) The District fails to adopt the Assessment Resolutions or fails to perform any action to be performed by it in connection with the levy of the Special Assessments.

#### **10. Expenses.**

(a) The District agrees to pay, and the Underwriter shall not be obligated to pay, any expenses incident to the performance of the District's obligations hereunder, including, but not limited to: (i) the cost of the preparation and distribution of the Indentures; (ii) the cost of the preparation and printing, if applicable, of the Limited Offering Memoranda and any supplements thereto, together with a reasonable number of copies which the Underwriter may request; (iii) the cost of registering the Bonds in the name of Cede & Co., as nominee of DTC, which will act as securities depository for such Bonds; (iv) the fees and disbursements of counsel to the District, the District Manager, the Dissemination Agent, Bond Counsel, the Underwriter, Underwriter's Counsel, the District's Methodology Consultant, the District Engineer, and any other experts or consultants retained by the District; and (v) the cost of recording in the Official Records of the County any Financing Documents, Ancillary Agreements or other documents or certificates that are required to be recorded pursuant to the terms of this Purchase Contract. It is anticipated that such expenses shall be paid from the proceeds of the Bonds. The District shall record all documents required to be provided in recordable form hereunder on the respective Closing Dates, which obligation shall survive such Closing.

(b) The Underwriter agrees to pay all advertising expenses in connection with the Bonds, if any.

**11. No Advisory or Fiduciary Role.** The District acknowledges and agrees that (a) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the District and the Underwriter, (b) in connection with such transaction and with the discussions, undertakings and processes leading up to such transaction, the Underwriter is and has been acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), agent or a fiduciary of the District, (c) the Underwriter has not assumed an advisory or a fiduciary responsibility in favor of the District with respect to the limited offering of the Bonds or the discussions, undertakings and process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has provided or is currently advising or providing services to the District on other matters) or any other obligation to the District except the obligations expressly set forth in this Agreement, (d) the Underwriter has financial and other interests that differ from those of the District and (e) the District has consulted with its own legal and other advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

**12. Notices.** Any notice or other communication to be given to the District under this Purchase Contract may be given by delivering the same in writing to the District Manager at Governmental Management Services, LLC, 475 West Town Place, Suite 114, World Golf Village, St. Augustine, Florida 32092, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to MBS Capital Markets, LLC, 1005 Bradford Way, Kingston, TN 37763, Attention: Rhonda Mossing.

**13. Parties in Interest; Survival of Representations.** This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the District's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect and survive the closing on the Bonds, regardless of: (a) any investigations made by or on behalf of the Underwriter and (b) delivery of and payment for the Bonds pursuant to this Purchase Contract.

**14. Effectiveness.** This Purchase Contract shall become effective upon the execution by the appropriate officials of the District and shall be valid and enforceable at the time of such acceptance. To the extent of any conflict between the provisions of this Purchase Contract and any prior contract between the parties hereto, the provisions of this Purchase Contract shall govern.

**15. Headings.** The headings of the sections of this Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

**16. Amendment.** No modification, alteration or amendment to this Purchase Contract shall be binding upon any party until such modification, alteration or amendment is reduced to writing and executed by all parties hereto.

**17. Governing Law.** This Purchase Contract shall be governed and construed in accordance with the laws of the State.

**18. Counterparts; Facsimile; PDF.** This Purchase Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were signatures upon the same instrument. Facsimile and pdf signatures shall be deemed originals.

[Signature Pages Follow]

Very truly yours,

**MBS CAPITAL MARKETS, LLC**

By: \_\_\_\_\_  
Rhonda Mossing, Managing Partner

Accepted and agreed to this  
\_\_\_\_ day of \_\_\_\_\_, 2020.

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

By: \_\_\_\_\_  
Bruce J. Parker,  
Chairperson, Board of Supervisors

## **EXHIBIT A**

### **DISCLOSURE AND TRUTH-IN-BONDING STATEMENT**

\_\_\_\_\_, 2020

Meadow View at Twin Creeks Community Development District  
St. Johns County, Florida

Re: Meadow View at Twin Creeks Community Development District of its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-1 ("Series 2020A-1 Bonds"), its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-2 ("Series 2020A-2 Bonds" and together with the Series 2020A-1 Bonds, the "Series 2020A Bonds"), and its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-3 ("Series 2020A-3 Bonds") (collectively, the "Bonds")

Dear Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced Bonds, MBS Capital Markets, LLC (the "Underwriter"), having purchased the Bonds pursuant to a Bond Purchase Contract dated \_\_\_\_\_, 2020 (the "Bond Purchase Contract"), by and between the Underwriter and Meadow View at Twin Creeks Community Development District (the "District"), furnishes the following information in connection with the limited offering and sale of the Bonds. Capitalized terms used and not defined herein shall have the meanings set forth in the Bond Purchase Contract.

1. The total underwriting discount paid to the Underwriter pursuant to the Bond Purchase Contract is approximately \$\_\_\_\_\_ per \$1,000.00 or \$\_\_\_\_\_.
2. There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Bonds.
3. The nature and estimated amounts of expenses to be incurred by the Underwriter in connection with the issuance of the Bonds are set forth in Schedule I attached hereto.
4. The management fee charged by the Underwriter is: \$\_\_\_\_\_/ \$1,000 or \$\_\_\_\_\_, which management fee is included within the underwriter's discount.
5. Any other fee, bonus or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter in connection with the Bonds: None. GrayRobinson, P.A. has been retained as counsel to the Underwriter and will be compensated by the District.

6. Pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, as amended, the following truth-in-bonding statements are made with respect to the Bonds.

The District is proposing to issue \$\_\_\_\_\_ aggregate amount of the Series 2020A Bonds for the purpose of providing funds to (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2020A Project; (ii) pay certain costs associated with the issuance of the Series 2020A Bonds; (iii) make deposits into the Series 2020A-1 Debt Service Reserve Account and into the Series 2020A-2 Debt Service Reserve Account; and (iv) pay the interest to become due on the Series 2020A Bonds on November 1, 2020, May 1, 2021, and November 1, 2021.

The Series 2020A-1 Bonds are expected to be repaid over a period of approximately \_\_\_\_\_ ( ) years and \_\_\_\_\_ ( ) months. At a net interest cost of approximately \_\_\_\_\_ % for the Series 2020A-1 Bonds, total interest paid over the life of the Series 2020A-1 Bonds will be \$\_\_\_\_\_.

The Series 2020A-2 Bonds are expected to be repaid over a period of approximately \_\_\_\_\_ ( ) years and \_\_\_\_\_ ( ) months. At a net interest cost of approximately \_\_\_\_\_ % for the Series 2020A-2 Bonds, total interest paid over the life of the Series 2020A-2 Bonds will be \$\_\_\_\_\_.

The sources of repayment for the Series 2020A-1 Bonds and the Series 2020A-2 Bonds are the revenues received by the District from the Series 2020A-1 Special Assessments and the Series 2020A-2 Special Assessments, respectively, imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Series 2020A-1 Bonds will result in approximately \$\_\_\_\_\_ of the District's Series 2020A-1 Special Assessment revenues not being available to the District on an average annual basis to finance other services of the District, and the issuance of the Series 2020A-2 Bonds will result in approximately \$\_\_\_\_\_ of the District's Series 2020A-2 Special Assessment revenues not being available to the District on an average annual basis to finance other services of the District; provided however, that in the event that the Series 2020A Bonds were not issued, the District would not be entitled to impose and collect the Series 2020A-1 Special Assessments and the Series 2020A-2 Special Assessments in the amount of the principal of and interest to be paid on the Series 2020A-1 Bonds and the Series 2020A-2 Bonds, respectively.

The District is proposing to issue \$\_\_\_\_\_ aggregate amount of the Series 2020A-3 Bonds for the purpose of providing funds to (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Series 2020A-3 Project; (ii) pay certain costs associated with the issuance of the Series 2020A-3 Bonds; (iii) make a deposit into the Series 2020A-3 Debt Service Reserve Account; and (iv) pay the interest to become due on the Series 2020A-3 Bonds on November 1, 2020, May 1, 2021, and November 1, 2021.

The Series 2020A-3 Bonds are expected to be repaid over a period of approximately \_\_\_\_\_ ( ) years and \_\_\_\_\_ ( ) months. At a net interest cost of approximately \_\_\_\_\_ % for the Series 2020A-3 Bonds, total interest paid over the life of the Series 2020A-3 Bonds will be \$\_\_\_\_\_.



The source of repayment for the Series 2020A-3 Bonds is the revenues received by the District from the Series 2020A-3 Special Assessments imposed and collected by the District. Based solely upon the assumptions set forth in the paragraph above, the issuance of the Series 2020A-3 Bonds will result in approximately \$\_\_\_\_\_ of the District's Series 2020A-3 Special Assessment revenues not being available to the District on an average annual basis to finance other services of the District; provided however, that in the event that the Series 2020A-3 Bonds were not issued, the District would not be entitled to impose and collect the Series 2020A-3 Special Assessments in the amount of the principal of and interest to be paid on the Series 2020A-3 Bonds.

The address of the Underwriter is:

MBS Capital Markets, LLC  
3414 W. Bay to Bay Boulevard  
Tampa, Florida 33629

[Remainder of page intentionally left blank.]

Sincerely,

By: \_\_\_\_\_  
Rhonda Mossing, Managing Partner

**SCHEDULE I**

**Series 2020A Bonds and Series 2020A-3 Bonds**

<u>Expense</u>	<u>Amount</u>
Travel Expenses	\$
Communication	
Day Loan	
Clearance & Settlement Charges	
CUSIP / DTC	
Contingency	
<b>Total</b>	<hr/> \$

## **EXHIBIT B**

### **TERMS OF BONDS**

1. **Purchase Price:** The purchase price for the Series 2020A-1 Bonds shall be \$\_\_\_\_\_ (representing the \$\_\_\_\_\_ aggregate principal amount of the Series 2020A-1 Bonds, less an underwriter's discount of \$\_\_\_\_\_) [and less an original issue discount of \$\_\_\_\_\_]. The purchase price for the Series 2020A-2 Bonds shall be \$\_\_\_\_\_ (representing the \$\_\_\_\_\_ aggregate principal amount of the Series 2020A-2 Bonds, less an underwriter's discount of \$\_\_\_\_\_) [and less an original issue discount of \$\_\_\_\_\_]. The purchase price for the Series 2020A-3 Bonds shall be \$\_\_\_\_\_ (representing the \$\_\_\_\_\_ aggregate principal amount of the Series 2020A-3 Bonds, less an underwriter's discount of \$\_\_\_\_\_) [and less an original issue discount of \$\_\_\_\_\_].

2. **Principal Amount, Maturity, Interest Rate and Price:**

	<u>Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Price</u>
Series 2020A-1:				

Series 2020A-2:

	<u>Amount</u>	<u>Maturity</u>	<u>Interest Rate</u>	<u>Price</u>
Series 2020A-3 :				

3. **Redemption Provisions:**

#### **Optional Redemption**

##### Series 2020A Bonds

The Series 2020A-1 Bonds may, at the option of the District in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2031 (less than all Series 2020A-1 Bonds to be specified by the District in writing), at a Redemption Price equal to 100% of the principal amount of Series 2020A-1 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

The Series 2020A-2 Bonds may, at the option of the District in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2031 (less than all Series 2020A-2 Bonds to be specified by the District in writing), at a Redemption Price equal to 100% of the principal amount of Series 2020A-2 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

### Series 2020A-3 Bonds

The Series 2020A-3 Bonds may, at the option of the District in writing, be called for redemption prior to maturity in whole or in part at any time on or after May 1, 2031 (less than all Series 2020A-3 Bonds to be specified by the District in writing), at a Redemption Price equal to 100% of the principal amount of Series 2020A-3 Bonds to be redeemed plus accrued interest from the most recent Interest Payment Date to the date of redemption.

### **Mandatory Sinking Fund Redemption**

#### Series 2020A Bonds

The Series 2020A-1 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the 2020A Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

The Series 2020A-1 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the 2020A Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

The Series 2020A-1 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the 2020A Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

The Series 2020A-1 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-1 Sinking Fund Account established under the 2020A Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

The Series 2020A-2 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-2 Sinking Fund Account established under the 2020A Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

The Series 2020A-2 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-2 Sinking Fund Account established under the 2020A Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

The Series 2020A-2 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-2 Sinking Fund Account established under the 2020A Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

The Series 2020A-2 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-2 Sinking Fund Account established under the 2020A Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

#### Series 2020A-3 Bonds

The Series 2020A-3 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-3 Sinking Fund Account established under the 2020A-3 Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

The Series 2020A-3 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-3 Sinking Fund Account established under the 2020A-3 Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity

The Series 2020A-3 Bond maturing on May 1, 20\_\_ is subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2020A-3 Sinking Fund Account established under the 2020A-3 Indenture in satisfaction of applicable Sinking Fund Installments at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>Year May 1</b>	<b>Sinking Fund Installment</b>	<b>Year May 1</b>	<b>Sinking Fund Installment</b>
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\*Final Maturity



## **Extraordinary Mandatory Redemption**

### Series 2020A-1 Bonds

The Series 2020A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020A-1 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2020A-1 Prepayments deposited into the Series 2020A-1 Prepayment Account of the Series 2020A-1 Bond Redemption Fund following the payment in whole or in part of Series 2020A-1 Special Assessments on any portion of the Series 2020A Lands in accordance with the provisions of the Fifth Supplemental Indenture, including any excess moneys transferred from the Series 2020A-1 Debt Service Reserve Account to the Series 2020A-1 Prepayment Account of the Series 2020A-1 Bond Redemption Fund resulting from such Series 2020A-1 Prepayment pursuant to the Fifth Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2020A Project, and so long as no Series 2020A-2 Bonds remain Outstanding, by application of moneys remaining in the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the Series 2020A Project, which has been transferred as specified in the Fifth Supplemental Indenture to the Series 2020A-1 General Account of the Series 2020A-1 Bond Redemption Fund, credited toward extinguishment of the Series 2020A-1 Special Assessments and applied toward the redemption of the Series 2020A-1 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2020A-1 Special Assessments which the District shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2020A Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2020A Project to the Trustee by or on behalf of the District for deposit into the Series 2020A-1 General Account of the Series 2020A-1 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the District to redeem Series 2020A-1 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-1 Special Assessments which the District shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2020A Project to such extent that, in the reasonable opinion of the District, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the District to the Trustee for deposit to the Series 2020A-1 General Account of the Series 2020A-1 Bond Redemption Fund which moneys shall be applied by the District to redeem Series 2020A-1 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-1 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the District shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2020A Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2020A-1 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2020A-1 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Master Indenture.

#### Series 2020A-2 Bonds

The Series 2020A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020A-2 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2020A-2 Prepayments deposited into the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund following the payment in whole or in part of Series 2020A-2 Special Assessments on any portion of the Series 2020A Lands in accordance with the provisions of the Fifth Supplemental Indenture, including any excess moneys transferred from the Series 2020A-2 Debt Service Reserve Account to the Series 2020A-2 Prepayment Account of the Series 2020A-2 Bond Redemption Fund resulting from such Series 2020A-2 Prepayment pursuant to the Fifth Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2020A Project, by application of moneys remaining in the Series 2020A Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the Series 2020A Project, which has been transferred as specified in the Fifth Supplemental Indenture to the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund, credited toward extinguishment of the Series 2020A-2 Special Assessments and applied toward the redemption of the Series 2020A-2 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2020A-2 Special Assessments which the District shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2020A Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2020A Project to the Trustee by or on behalf of the District for deposit into the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the District to redeem Series 2020A-2 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-2 Special Assessments which the District shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2020A Project to such extent that, in the reasonable opinion of the District, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the District to the Trustee for deposit to the Series 2020A-2 General Account of the Series 2020A-2 Bond Redemption Fund which moneys shall be applied by the District to redeem Series 2020A-2 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-2 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the District shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2020A Project would not be

economical or would be impracticable such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2020A-2 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2020A-2 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Master Indenture.

#### Series 2020A-3 Bonds

The Series 2020A-3 Bonds are subject to extraordinary mandatory redemption prior to maturity by the District in whole, on any date, or in part, on any Redemption Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2020A-3 Bonds to be redeemed, plus interest accrued to the date of redemption, as follows:

(i) from Series 2020A-3 Prepayments deposited into the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund following the payment in whole or in part of Series 2020A-3 Special Assessments on any portion of the Series 2020A-3 Lands in accordance with the provisions of the Sixth Supplemental Indenture, including any excess moneys transferred from the Series 2020A-3 Debt Service Reserve Account to the Series 2020A-3 Prepayment Account of the Series 2020A-3 Bond Redemption Fund resulting from such Series 2020A-3 Prepayment pursuant to the Sixth Supplemental Indenture.

(ii) on or after the Completion Date of the Series 2020A-3 Project, by application of moneys remaining in the Series 2020A-3 Acquisition and Construction Account of the Acquisition and Construction Fund not reserved by the District for the payment of any remaining part of the Cost of the Series 2020A-3 Project, which has been transferred as specified in the Sixth Supplemental Indenture to the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund, credited toward extinguishment of the Series 2020A-3 Special Assessments and applied toward the redemption of the Series 2020A-3 Bonds in accordance with the manner it has credited such excess moneys toward extinguishment of Series 2020A-3 Special Assessments which the District shall describe to the Trustee in writing.

(iii) following condemnation or the sale of any portion of the Series 2020A-3 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2020A-3 Project to the Trustee by or on behalf of the District for deposit into the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the District to redeem Series 2020A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Series 2020A-3 Special Assessments which the District shall describe to the Trustee in writing.

(iv) following the damage or destruction of all or substantially all of the Series 2020A-3 Project to such extent that, in the reasonable opinion of the District, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the District to the Trustee for deposit to the Series 2020A-3 General Account of the Series 2020A-3 Bond Redemption Fund which moneys shall be applied by the District to redeem Series 2020A-3 Bonds in accordance with the manner it has credited such moneys toward

extinguishment of Series 2020A-3 Special Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the District shall cause to be delivered to the Trustee (x) notice setting forth the date of redemption and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2020A-3 Project would not be economical or would be impracticable, such certificate upon which the Trustee shall be entitled to rely.

(v) from moneys, if any, on deposit in the Series 2020A-3 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2020A-3 Bonds and accrued interest thereon to the date of redemption in addition to all amounts owed to Persons under the Master Indenture.

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## **EXHIBIT C**

### **BOND COUNSEL'S SUPPLEMENTAL OPINION**

\_\_\_\_\_, 2020

Meadow View at Twin Creeks Community Development District  
St. Johns County, Florida

MBS Capital Markets, LLC  
Tampa, Florida

Re: Meadow View at Twin Creeks Community Development District \$ \_\_\_\_\_  
Special Assessment Bonds, Series 2020A-1, \$ \_\_\_\_\_ Special Assessment  
Bonds, Series 2020A-2 and Special Assessment Bonds, Series 2020A-3

Ladies and Gentlemen:

We have served as Bond Counsel to the Meadow View at Twin Creeks Community Development District (the "Issuer") in connection with the issuance by the Issuer of its \$ \_\_\_\_\_ Special Assessment Bonds, Series 2020A-1 (the "Series 2020A-1 Bonds") and its \$ \_\_\_\_\_ Special Assessment Bonds, Series 2020A-2 (the "Series 2020A-2 Bonds" and, together with the Series 2020A-1 Bonds, the "Series 2020A Bonds") and its \$ \_\_\_\_\_ Special Assessment Bonds, Series 2020A-3 (the "Series 2020A-3 Bonds" and, together with the Series 2020A Bonds, the "Series 2020 Bonds"). The Series 2020A Bonds and Series 2020A-3 Bonds are being issued pursuant to Resolution No. 2016-22 adopted by the Board of Supervisors of the Issuer (the "Board") on March 17, 2016, as supplemented and amended by Resolution No. 2020-04 duly adopted by the Board on April 23, 2020 (collectively, the "Resolution"). The Series 2020A Bonds are being further issued under and are secured by a Master Trust Indenture dated as of November 1, 2016 (the "Master Indenture"), as supplemented by a Fifth Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2020 (the "Fifth Supplement" and, together with the Master Indenture, the "2020A Indenture"), and the Series 2020A-3 Bonds are being further issued under and are secured by the Master Trust Indenture, as supplemented by a Sixth Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2020 (the "Sixth Supplement" and, together with the Master Indenture, the "2020A-3 Indenture"), each by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee").

All terms used herein in capitalized form and not otherwise defined herein shall have the same meanings as ascribed to them in the respective Indentures.

The opinions expressed herein are supplemental to and are subject to all qualifications, assumptions, limitations, caveats and reliances contained in our bond counsel opinion rendered to the Issuer as of the date hereof pertaining to the Series 2020A Bonds and the Series 2020A-3 Bonds (the "Bond Counsel Opinion").

(1) We have reviewed the statements contained in the Limited Offering Memorandum under the sections "DESCRIPTION OF THE SERIES 2020 BONDS" (except for

the information contained in the section captioned thereunder "Book-Entry System" as to which no opinion is expressed) and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS" (except for the information in the first two paragraphs under the section captioned "Prepayment of Special Assessments," as to which no opinion is expressed) and believe that insofar as such statements purport to summarize certain provisions of the Series 2020 Bonds and the respective Indentures, such statements are accurate summaries of the provisions purported to be summarized. We have also reviewed the information contained in the Limited Offering Memorandum under the section captioned "TAX MATTERS" and believe that such information is accurate. Other than as set forth above, we express no opinion with respect to the accuracy, completeness, fairness or sufficiency of the Limited Offering Memorandum, the statistical or financial data contained therein, or any exhibit or attachments thereto or with respect to DTC and its book-entry system.

(2) The Series 2020 Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Indentures are exempt from qualification under the Trust Indenture Act of 1939, as amended.

This opinion letter may be relied upon by you only and only in connection with the transaction to which reference is made above and may not be used or relied upon by any other person for any purposes whatsoever without our prior written consent. The delivery of this letter to a non-client does not create an attorney-client relationship.

The opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,

BRYANT MILLER OLIVE P.A.

## **EXHIBIT D**

### **FORM OF ISSUER'S COUNSEL'S OPINION**

\_\_\_\_\_, 2020

Meadow View at Twin Creeks Community Development District  
St. Johns County, Florida

MBS Capital Markets, LLC, as Underwriter  
Tampa, Florida

U.S. Bank National Association, as Trustee  
Orlando, Florida

Re: Meadow View at Twin Creeks Community Development District of its  
\$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-1, its \$\_\_\_\_\_  
Special Assessment Bonds, Series 2020A-2 and its \$\_\_\_\_\_ Special  
Assessment Bonds, Series 2020A-3

Ladies and Gentlemen:

We serve as counsel to the Meadow View at Twin Creeks Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-1 ("**Series 2020A-1 Bonds**"), its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-2 ("**Series 2020A-2 Bonds**" and together with the Series 2020A-1 Bonds, the "**Series 2020A Bonds**"), and its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-3 ("**Series 2020A-3 Bonds**" and, together with the Series 2020A Bonds, "**Series 2020 Bonds**"). This letter is delivered to you pursuant to Section 2.09 of the Supplemental Trust Indenture (defined below), and Section 8(c)(6) of the Bond Purchase Contract (referenced below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given it to it in the Indenture (defined herein).

#### **A. DOCUMENTS EXAMINED**

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance No. 2016-11 of the Board of County Commissioners of St. Johns County, Florida (the "**County**") enacted on March 1, 2016, and effective on March 7, 2016 (the "**Ordinance**");
2. *Master Trust Indenture* dated as of November 1, 2016 (the "**Master Indenture**"), a *Fifth Supplemental Trust Indenture* dated as of \_\_\_\_\_ 1, 2020 (the "**Fifth**

**Supplemental Indenture"** and, together with the Master Indenture, the "**Series 2020A Indenture**"), and a *Sixth Supplemental Trust Indenture* dated as of \_\_\_\_\_ 1, 2020 (the "**Sixth Supplemental Indenture**" and, together with the Master Indenture, the "**Series 2020A-3 Indenture**"), each of which are entered into by and between the Issuer and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (the "**Trustee**");

3. Resolution Nos. 2016-22 and 2020-04, adopted by the District on March 17, 2016 and April 23, 2020, respectively (collectively, "**Bond Resolution**");
4. the *Capital Improvement Plan*, dated March 17, 2016 as modified by the *First Supplemental Engineer's Report for Master Infrastructure – Phase I and Future Phases Capital Improvement Plan*, dated October 6, 2016, as supplemented by the *Third Supplemental Engineer's Report for Series 2020 Projects for the Meadow View at Twin Creeks Community Development District*, dated \_\_\_\_\_, 2020 (collectively, the "**Engineer's Report**");
5. the Second Revised Master Special Assessment Methodology Report dated September 20, 2018 (the "Master Assessment Methodology"), as supplemented by the Supplemental Special Assessment Methodology Report for the Series 2020 Bonds dated [\_\_\_\_\_, 2020] (collectively, the "**Assessment Methodology**");
6. Resolution Nos. 2018-\_\_\_\_, 2018-\_\_\_\_, 2018-\_\_\_\_ and 2018-\_\_\_\_ (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
7. the *Final Judgment* issued on June 6, 2016 by the Circuit Court for the Sixth Judicial Circuit Court of Florida in and for St. Johns County, Florida, in Case No. CA16-0282, and Certificate of No Appeal issued on July 7, 2016;
8. the Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2020 ("**PLOM**") and Limited Offering Memorandum dated \_\_\_\_\_, 2020 ("**LOM**");
9. certain certifications by MBS Capital Markets LLC ("**Underwriter**"), as underwriter to the sale of the Bonds;
10. certain certifications of England, Thims & Miller, Inc., as District Engineer;
11. certain certifications of Governmental Management Services, LLC, as District Manager and Assessment Consultant;
12. general and closing certificate of the District;
13. an opinion of Bryant Miller Olive P.A. ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Bonds;
14. an opinion of Holland & Knight LLP ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Bonds;



15. an opinion of Greenspoon Marder LLP counsel to the Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
16. an opinion of Paul M. Harden, land use counsel to the Developer, issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
17. the following agreements ("**Bond Agreements**"):
  - (a) the Continuing Disclosure Agreements dated \_\_\_\_\_, 2020, by and among the District, Heartwood 23, LLC ("**Developer**") and Governmental Management Services;
  - (b) the Bond Purchase Contract between Underwriter and the District and dated \_\_\_\_\_, 2020 ("**BPA**");
  - (c) the Acquisition Agreement between the District and the Developer and dated \_\_\_\_\_, 2020;
  - (d) the Completion Agreement between the District and the Developer dated \_\_\_\_\_, 2020;
  - (e) the True-UP Agreement between the District and the Developer dated \_\_\_\_\_, 2020; and
  - (f) the Collateral Assignment and Assumption Agreement between the District and the Developer and dated \_\_\_\_\_, 2020; and
18. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Engineer, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, the Developer, counsel to the Developer, and others relative to the Limited Offering Memorandum and the related documents described herein.

## **B. RELIANCE**

This opinion is solely for the benefit of the (i) District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1 and C.2. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

This opinion is solely for the benefit of the District, the Underwriter and the Trustee and may not be relied on by any other party or for any other purpose without our prior written consent. That said, this opinion may be relied upon by Bryant Miller Olive P.A., serving as bond counsel to the District, for the limited purposes of the following opinions: (1) that under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government, (2) that each member of the Board has taken and subscribed to the oath of affirmation required by the laws of the State of Florida; and (3) that the Bond Resolution and Assessment Resolutions were duly authorized and executed.

## C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* (the "**Act**"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indentures, the Series 2020 Bonds and the Bond Agreements; (b) to issue the Series 2020 Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Series 2020 Bonds as provided in the Indentures; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Series 2020 Bonds and the Indentures.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Assessment Resolution, (c) Series 2020 Bonds, (d) Indentures, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (c) – (d) listed herein by any other parties thereto) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indentures as precedent to the issuance of the Series 2020 Bonds have been fulfilled.

4. **Validation** – The Bonds have been validated by a final judgment of the Sixth Judicial Circuit Court in and for St. Johns County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** – All necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Series 2020 Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indentures and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our

review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2020 BONDS – Prepayment of Special Assessments," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "THE DISTRICT" (excluding the subcaption "–The District Manager and Other Consultants"), "ASSESSMENT METHODOLOGY AND THE ALLOCATION OF ASSESSMENTS," "THE DEVELOPMENT – Developer Agreements" (as it relates to the Bond Agreements described therein), "AGREEMENT BY THE STATE," "LEGALITY FOR INVESTMENT," "LITIGATION – The District," "CONTINUING DISCLOSURE" (excluding information related to the Developer), "VALIDATION" and "AUTHORIZATION AND APPROVAL," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Series 2020 Bonds or the Indentures. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. ***Litigation*** – To the best of our knowledge, and based on inquiry of the District's Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Series 2020 Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Series 2020 Bonds; (b) contesting or affecting the authority for the authority for the Debt Assessments, the authority for the issuance of the Series 2020 Bonds or the validity or enforceability of the Series 2020 Bonds, the Indentures, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indentures or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Series 2020 Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Series 2020 Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Series 2020 Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State or the United States, or to the best of our knowledge, any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indentures), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the Series 2020 Projects*** - The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Series 2020 Projects, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

#### **D. CERTAIN ASSUMPTIONS**

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto.

#### **E. CERTAIN QUALIFICATIONS**

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the existing laws of Florida and the United States of America in effective at the time of issuance of the Series 2020 Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government, or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, including any changes in the Internal Revenue Code ("Code"), relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Code.

5. We express no opinion and make no representations with regard to financial information or statistical data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to

convey good and marketable title to any particular real property or interest therein and related to the Series 2020 Projects.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

HOPPING GREEN & SAMS P.A.

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For the Firm

## **EXHIBIT E**

### **FORM OF DEVELOPER'S SPECIAL COUNSEL'S OPINION**

\_\_\_\_\_, 2020

Meadow View at Twin Creeks Community Development District  
St. Johns County, Florida

MBS Capital Markets, LLC, as Underwriter  
Tampa, Florida

Re: Meadow View at Twin Creeks Community Development District \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-1, \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-2 and \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-3 (collectively, the "Bonds")

Ladies and Gentlemen:

We have acted as special counsel to Heartwood 23, LLC, a Florida limited liability company (the "Developer"). The Developer is acting as the master developer of land within the community currently known as "Beacon Lake" (the "Development"). The Development is located in unincorporated St. Johns County, Florida and within the boundaries of Meadow View at Twin Creeks Community Development District (the "District"). All capitalized terms not otherwise defined herein have the meanings ascribed thereto in the Limited Offering Memorandum dated \_\_\_\_\_, 2020 relating to the Bonds (the "Limited Offering Memorandum") or the Bond Purchase Contract dated \_\_\_\_\_, 2020 between the District and MBS Capital Markets, LLC, as the underwriter of the Bonds (the "Bond Purchase Contract").

We have been asked to deliver this opinion letter pursuant to the Bond Purchase Contract in connection with the execution and delivery of the documents listed on Exhibit A hereto by the Developer relating to the Bonds (collectively, the "Opinion Documents"). This opinion letter has been prepared and is to be construed in accordance with the Report on Standards for Third-Party Legal Opinion Customary Practice in Florida, dated December 3, 2011 (the "Report"). The Report is incorporated by reference into this opinion letter.

In connection with the opinions expressed herein, as special counsel to the Developer, we have examined the originals, or copies certified to our satisfaction, of such agreements, documents, certificates and other statements of government officials and of representatives of the Developer, including the certificates and documents attached as Exhibit B hereto (collectively, the "Organizational Documents"), as we have deemed relevant or necessary as a basis for such opinions. As to any facts material to our opinions, we have relied, to the extent that we deem such reliance proper, upon certificates of government officials and of representatives of the Developer, including its consulting engineers. In stating our opinions, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and

the conformity to authentic original documents of all documents submitted to us as certified, conformed or reproduction copies.

We have also assumed, for purposes of the opinions expressed herein, with respect to parties to the Opinion Documents, other than the Developer, that (i) such parties have the power and authority to enter into and perform the Opinion Documents, (ii) the Opinion Documents have been duly authorized, executed and delivered by such parties and (iii) the Opinion Documents are the legal, valid and binding obligation of such parties under all applicable laws.

Further, we have assumed that (i) the offering and sale of the Bonds by the District has been made in compliance with the requirements of Federal and Florida law and that the Bonds will be sold only to "accredited investors" within the meaning of the rules of the Florida Department of Financial Services and otherwise substantially in accordance with the terms and conditions set forth in the Bond Purchase Contract; and (ii) all Opinion Documents to which the Developer and the District and/or the Trustee is a party are binding upon the District and/or the Trustee, as applicable, so that all of such instruments have mutuality of binding effect, and, in such connection, we have assumed proper corporate power, due authorization, execution and delivery by the District and/or the Trustee, as applicable. Without limiting the foregoing, we have not, and do not, express any opinion with respect to the issuance or validity of the Bonds.

We call to your attention that we have not made any independent review or investigation of agreements, leases, indentures, mortgages or other instruments to which the Developer is a party or to which the Developer or any of its property is subject, nor have we made any investigation as to the existence of actions, suits, investigations, or proceedings, if any, pending or threatened against the Developer. In addition, we have not undertaken to determine independently the accuracy or completeness of the information in the Limited Offering Memorandum. When reference is made herein to "our knowledge," such reference does not include constructive knowledge of factual matters, and is limited to the actual present knowledge of those attorneys of our firm who have provided legal services to the Developer. Further, unless otherwise stated, reference to "our knowledge" does not include independent investigation or verification. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of the Developer. We call to your attention the fact that we have been engaged as special counsel to the Developer with respect to the financing evidenced by the Bonds and do not represent the Developer on all matters, including, particularly, matters relating to land use, zoning or development approvals with respect to the Development.

The opinions expressed herein relate solely to applicable Federal and Florida law, as now existing, and we express no opinion with regard to any matters which may be, or which purport to be, governed by the laws of any state or jurisdiction other than the United States and the State of Florida. When used in this opinion letter, the term "applicable laws" means the Federal and Florida laws, rules and regulations that a Florida counsel exercising customary professional diligence would reasonably be expected to recognize as being applicable to the Developer and the Opinion Documents, but expressly excluding from the scope of this opinion the laws, rules and regulations that are defined as the Excluded Laws in the *"Common Elements of Opinions-*

*Limitations to Laws of Specific Jurisdictions or to Substantive Areas of Law; Excluded Areas of Law"* section of the Report, and which are expressly set forth herein below:

- (a) securities laws, rules and regulations;
- (b) Federal Reserve Board margin regulations;
- (c) laws, rules and regulations regulating banks and other financial institutions, insurance companies and investment companies;
- (d) pension and employee benefit laws, rules and regulations, such as the Employee Retirement Income Security Act (ERISA);
- (e) labor laws, rules and regulations, including laws on occupational safety and health (OSHA);
- (f) antitrust and unfair competition laws, rules and regulations;
- (g) laws, rules and regulations concerning compliance with fiduciary requirements;
- (h) laws, rules and regulations concerning the creation, attachment, perfection, or priority of any lien or security interest except to the extent expressly covered in the opinion letter;
- (i) laws, rules and regulations relating to taxation;
- (j) bankruptcy, fraudulent conveyance, fraudulent transfer and other insolvency laws
- (k) environmental laws, rules and regulations;
- (l) laws, rules and regulations relating to patents, copyrights, trademarks, trade secrets and other intellectual property;
- (m) criminal and state forfeiture laws and any racketeering laws, rules and regulations;
- (n) other statutes of general application to the extent they provide for criminal prosecution (e.g., mail fraud and wire fraud statutes);
- (o) any laws relating to terrorism or money laundering;
- (p) laws, regulations and policies concerning national and local emergency and possible judicial deference to acts of sovereign states;
- (q) filing or consent requirements under any of the Excluded Laws (such as filings required under Hart-Scott Rodino and Exon-Florio);



(r) judicial and administrative decisions to the extent that they deal with any of the foregoing Excluded Laws; and

(s) local laws, administrative decisions, ordinances, rules or regulations, including any zoning, planning, building, occupancy or other similar approval or permit or any other ordinance or regulation of any county, municipality, township or other political subdivision of the State of Florida.

Based on the foregoing, and subject to the qualifications and limitations stated or referenced herein, we are of the opinion that:

1. Based solely upon our review of the Organizational Documents, the Developer is, as of the date of the certificate of active status of the Florida Department of State referred to in item 4 of the Organizational Documents listed on Exhibit B hereto, a Florida limited liability company duly organized and validly existing under the laws of the State of Florida. Based solely on our review of the Operating Agreement referred to in item 2 of the Organizational Documents listed on Exhibit B hereto, the execution and delivery of the Opinion Documents is within the limited liability company powers of the Developer, and such Opinion Documents have been duly authorized by all required limited liability company action of the Developer.

2. The Opinion Documents constitute the legal, valid and binding obligation of the Developer except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and (ii) general equitable principles (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law). The aforesaid opinion as to enforceability is subject to the qualification that certain provisions contained in the Opinion Documents may not be enforceable, but (subject to the limitations set forth in the foregoing clauses (i) and (ii)) such unenforceability will not render such Opinion Documents invalid as a whole or substantially interfere with realization of the principal benefits and/or security provided thereby.

3. Based solely upon our review of the Organizational Documents, the Developer has the limited liability company power and authority to enter into and perform its obligations under the Opinion Documents.

4. The execution and delivery by the Developer of the Opinion Documents will not violate (i) the Articles of Organization or Operating Agreement of the Developer referenced as part of the Organizational Documents on Exhibit B hereto, (ii) any provision of applicable Florida law, or (iii) any judgment, decree or order of any court or governmental instrumentality of which we are aware, without inquiry, other than review of the certificate of the Developer attached hereto as Exhibit C (the "Certificate").

5. To our knowledge, without inquiry, other than review of the Certificate, the Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it is subject or by which the properties or assets of the Developer are bound, which would have a material adverse effect on the Bonds.

6. To our knowledge, without inquiry, other than review of the Certificate, there are no actions, suits or proceedings pending or threatened against the Developer which could materially and adversely affect its ability to perform its obligations under the Opinion Documents.

7. To our knowledge, without inquiry, other than the review of the Certificate, the information in the Limited Offering Memorandum, as of its date and as of the date hereof, under the captions "THE DEVELOPMENT" (excluding the subcaptions "-Development Approvals" and "- Developer Agreements" and the financial, statistical and demographic data under the caption "THE DEVELOPMENT," to which no opinion is expressed) and "THE DEVELOPER" does not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading.

This opinion is expressly subject to there being no material change in the law or facts as set forth herein after the date of this opinion, and there being no additional facts which would materially affect the validity of the assumptions set forth herein and upon which this opinion is based. We assume no obligation to update or supplement this opinion to reflect facts or circumstances which may hereafter come to our attention or any changes in any laws, regulations or court decisions which may hereafter occur.

We are members of the Bar of the State of Florida, and do not express any opinion as to the laws of any jurisdiction other than those of the State of Florida.

This opinion is rendered to you in connection with the Bonds. This opinion letter may not be relied upon by you for any other purpose, or relied upon by, or furnished to, any other person, firm or corporation without our prior written consent. This is only an opinion letter and not a warranty or guaranty of the matters discussed herein.

Sincerely,

GREENSPOON MARDER, LLP

Exhibit A

**OPINION DOCUMENTS**

Exhibit B

**ORGANIZATIONAL DOCUMENTS**

Exhibit C

**OPINION CERTIFICATE OF DEVELOPER**

The undersigned authorized representative of Heartwood 23, LLC, a Florida limited liability company (the "Developer"), hereby certifies as follows to the law firm of Greenspoon Marder, LLP ("GM") for the express purpose of GM relying on the accuracy of the facts contained in this Opinion Certificate in order for GM to execute, in its capacity as special counsel to the Developer, its opinion letter dated of even date herewith (the "Opinion Letter") and to deliver the same to Meadow View at Twin Creeks Community Development District (the "District") in connection with its issuance of its Special Assessment Bonds, Series 2020A-1, Special Assessment Bonds, Series 2020A-2 and Special Assessment Bonds, Series 2020A-3 (collectively, the "Bonds") and to MBS Capital Markets, LLC, as the underwriter of the Bonds:

1. The Developer is a Florida limited liability company duly organized and validly existing under the laws of the State of Florida. The execution and delivery of the Opinion Documents is within the limited liability company powers of the Developer, and such Opinion Documents have been duly authorized by all required limited liability company action of the Developer.

2. The Opinion Documents constitute the legal, valid and binding obligation of the Developer except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and (ii) general equitable principles (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law).

3. The Developer has the limited liability company power and authority to enter into and perform its obligations under the Opinion Documents.

4. The execution and delivery by the Developer of the Opinion Documents will not violate (i) the Articles of Organization or Operating Agreement of the Developer referenced as part of the Organizational Documents on Exhibit B to the Opinion Letter, (ii) any provision of applicable Florida law, or (iii) any judgment, decree or order of any court or governmental instrumentality.

5. The Developer is not in default under any mortgage, trust indenture, lease or other instrument to which it is subject or by which the properties or assets of the Developer are bound, which would have a material adverse effect on the Bonds.

6. There are no actions, suits or proceedings pending or threatened against the Developer which could materially and adversely affect its ability to perform its obligations under the Opinion Documents.

7. The information in the Limited Offering Memorandum, as of its date and as of the date hereof, under the captions "THE DEVELOPMENT" and "THE DEVELOPER" does not

contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements, in light of the circumstances under which they were made, not misleading.

Capitalized terms used but not defined herein shall have the meaning set forth in the Opinion Letter to which this Opinion Certificate is attached.

HEARTWOOD 23, LLC, a Florida limited liability company

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

Its: Vice President

Date: \_\_\_\_\_, 2020

**EXHIBIT F**

**FORM OF DEVELOPER'S LAND USE COUNSEL'S OPINION**

\_\_\_\_\_, 2020

Meadow View at Twin Creeks Community Development District  
St. Johns County, Florida

MBS Capital Markets, LLC  
Tampa, Florida

GrayRobinson, P.A.  
Tampa, Florida

Re: Meadow View at Twin Creeks Community Development District \$ \_\_\_\_\_  
Special Assessment Bonds, Series 2020A-1, \$ \_\_\_\_\_ Special Assessment  
Bonds, Series 2020A-2 and \$ \_\_\_\_\_ Special Assessment Bonds, Series  
2020A-3 (collectively, the "Bonds")

Ladies and Gentlemen:

I have acted as land use counsel to Heartwood 23, LLC, a Florida limited liability company (the "Developer"), in connection with its intended development of certain land owned by it in unincorporated northeastern St. Johns County and marketed under the name "Beacon Lake" (the "Development"), as such lands are further described in the Limited Offering Memoranda (as hereinafter defined). This opinion is rendered at the request of the Developer in connection with the issuance by the Meadow View at Twin Creeks Community Development District (the "District") of the "Series 2020 Bonds" as described in the District's Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2020, and the District's final Limited Offering Memorandum, dated \_\_\_\_\_, 2020, including the appendices attached thereto (collectively, the "Limiting Offering Memoranda").

In my capacity as counsel to the Developer, I have examined the various development agreements, recorded declarations and restrictive covenants, zoning conditions and other related documents which impact, restrict or affect the proposed Development and have made such examination of law as I have deemed necessary or appropriate in rendering this opinion.

In rendering this opinion, I have assumed, without having made any independent investigation of the facts, the genuineness of all signatures (other than those of the Developer) and the authenticity of all documents submitted to me as originals and the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies, and the legal capacity of all natural persons.

In basing the opinions set forth in this opinion on "my knowledge," the words "my knowledge" signify that, in the course of my representation of Developer, no facts have come to

my attention that would give me actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, I have undertaken no investigation or verification of such matters.

Based on the forgoing, I am of the opinion that:

1. Nothing has come to my attention that would lead me to believe the information contained in the Limited Offering Memoranda under the caption "THE DEVELOPMENT – Development Approvals" does not accurately and fairly present the information purported to be shown or contains any untrue statement of a material fact nor omits to state any material fact necessary to make the statement made therein, in light of the circumstances under which they were made, not misleading as of the dates of the Limited Offering Memoranda or as of the date hereof.

2. Nothing has come to my attention that would lead me to believe that the Developer is not in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) I have no knowledge that the Developer has not received all government permits and satisfied all necessary development conditions required in connection with the construction and completion of the development of the Series 2020 Projects, the Master Project and the lands in the Series 2020 Assessment Areas within the District as described in the Limited Offering Memoranda; (b) I have no knowledge of any default of any zoning condition, land use permit or development agreement which would adversely affect the Developer's ability to complete development of the Series 2020 Projects, the Master Project or the lands in the Series 2020 Assessment Areas within the District as described in the Limited Offering Memoranda and all appendices thereto; and (c) I have no knowledge and am not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the development of the Series 2020 Projects or the Master Project or the lands in the Series 2020 Assessment Areas within the District as described in the Limited Offering Memoranda will not be obtained in due course as required by the Developer or any of its successors.

This opinion is given as of the date hereof, and I disclaim any obligation to update this opinion letter for events occurring after the date of this opinion letter. The foregoing opinion applies only with respect to the laws of the State of Florida and the federal laws of the United States of America and I express no opinion with respect to the laws of any other jurisdiction. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws, as to which no opinion is expressed. This letter is for the benefit of and may be relied upon solely by the addressees and this opinion may not be relied upon in any manner, nor used, by any other persons or entities.



My opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws relating to or affecting creditor's rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases.

Very truly yours,

## **EXHIBIT G**

### **CERTIFICATE OF DEVELOPER**

Heartwood 23, LLC, a Florida limited liability company (the "Developer"), DOES HEREBY CERTIFY, that:

1. This Certificate of the Developer is furnished pursuant to Section 8(c)(11) of the Bond Purchase Contract dated \_\_\_\_\_, 2020 (the "Purchase Contract") between Meadow View at Twin Creeks Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") relating to the sale by the District of its \$ \_\_\_\_\_ aggregate principal amount of Special Assessment Bonds, Series 2020A-1, its \$ \_\_\_\_\_ aggregate principal amount of Special Assessment Bonds, Series 2020A-2 and \$ \_\_\_\_\_ aggregate principal amount of Special Assessment Bonds, Series 2020A-3 (collectively, the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract.

2. The Developer is a limited liability company organized and existing under the laws of the State of Florida.

3. Representatives of the Developer have provided information to the District to be used in connection with the offering by the District of its Bonds, pursuant to a Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2020 and the Limited Offering Memorandum, dated \_\_\_\_\_, 2020, including the appendices attached thereto (collectively, the "Limited Offering Memoranda") under the captions "THE DEVELOPMENT" and "THE DEVELOPER."

4. The Declaration(s) of Consent to Jurisdiction of Meadow View at Twin Creeks Community Development District and to Imposition of Special Assessments dated \_\_\_\_\_, 2020, executed by the Developer and to be recorded in the public records of St. Johns County, Florida (the "Declaration of Consent"), constitutes a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and (ii) general equitable principles (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law).

5. The Developer has reviewed and approved the information contained in the Limited Offering Memoranda under the captions "THE DEVELOPMENT," "THE DEVELOPER," "BONDOWNERS' RISKS" (as it relates to the Developer and the Development), "LITIGATION – the Developer" and "CONTINUING DISCLOSURE" (as it relates to the Developer) and warrants and represents that such information did not as of their respective dates, and does not as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. In addition, without investigation, nothing has come to the attention of the Developer that would lead it to believe that any other information in the Limited Offering Memoranda contains an untrue statement of a material fact

or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

6. The Developer represents and warrants that it has complied with and will continue to comply with Chapter 190.048, Florida Statutes, as amended, in all material respects to the extent applicable to its real estate sale contracts in the Series 2020 Assessment Areas.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer which has not been disclosed in the Limited Offering Memoranda.

8. The Developer hereby represents that it owns all of the land in the District that will be subject to any of the Special Assessments on the date hereof, and hereby consents to the levy of the Special Assessments on such lands in the District owned by the Developer. The levy of the Special Assessments on the lands in the District owned by the Developer will not conflict with or constitute a breach of or default under any agreement, mortgage, lien or other instrument to which the Developer is a party or to which its property or assets are subject.

9. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

10. The Developer acknowledges that the Bonds have the debt service requirements set forth in the Limited Offering Memorandum and that the Special Assessments will be levied by the District at times, and in amounts sufficient, to enable the District to pay debt service on the Bonds when due.

11. To the best of our knowledge, the Developer is not in default under any other resolution, ordinance, agreement or indenture, mortgage, lease, deed of trust, note or other instrument to which the Developer is subject or by which the Developer or its properties are or may be bound, which would have a material adverse effect on the consummation of the transactions contemplated by the Financing Documents, the Ancillary Agreements or on the development of the Series 2020 Assessment Areas and is current in the payment of all ad valorem, federal and state taxes associated with the land it owns in the Series 2020 Assessment Areas. Further, the Developer is not in default of any obligations to pay special assessments levied by the District on lands owned by the Developer in the Development which are currently due and payable.

12. Except as otherwise disclosed in the Limited Offering Memoranda, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or, solely to the best of our knowledge, threatened against the Developer (or any basis therefor) (a) seeking to restrain or enjoin the execution or delivery of the Financing Documents, the Declarations of Consent and/or Ancillary Agreements to which the Developer is a party, (b)

contesting or affecting the validity or enforceability of the Financing Documents, Declarations of Consent and/or the Ancillary Agreements to which the Developer is a party, or any and all such other agreements or documents as may be required to be executed thereby, or the transactions contemplated thereunder, (c) contesting or affecting the establishment or existence, of the Developer, or of the Developer's business, assets, property or conditions, financial or otherwise, or contesting or affecting any of the powers of the Developer, or (d) that would have a material and adverse effect upon the ability of the Developer to (i) act as master developer of the District Lands as described in the Limited Offering Memoranda, (ii) pay the Special Assessments, or (iii) perform its various obligations as described in the Limited Offering Memoranda.

13. To the best of our knowledge after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the development of the Series 2020 Assessment Areas as described in the Limited Offering Memoranda, including applying for all necessary permits and/or complying with all pre-application permit procedures. Except as otherwise described in the Limited Offering Memoranda, (a) the Series 2020 Assessment Areas are zoned and properly designated for their intended use; (b) all government permits, consents and licenses required to complete the Series 2020 Projects have been received or are expected to be received in the ordinary course of business; (c) the Developer is not aware of any default of any zoning condition, permit or development agreement which would adversely affect the Developer's ability to complete or cause the completion of development of the Series 2020 Assessment Areas as described in the Limited Offering Memoranda and all appendices thereto; and (d) there is no reason to believe that any permits, consents and licenses required to complete the development of the Series 2020 Assessment Areas as described in the Offering Memoranda will not be obtained as required.

14. The Developer acknowledges that it will have no rights under Chapter 170, Florida Statutes, as amended, to prepay, without interest, the respective Special Assessments imposed on lands in the District owned by the Developer within thirty (30) days following completion of the respective Series 2020 Projects and acceptance thereof by the District.

15. Except as disclosed in the Limited Offering Memorandum, the Developer has never failed to comply with its disclosure obligations pursuant to SEC Rule 15c2-12.

Dated: \_\_\_\_\_, 2020.

**HEARTWOOD 23, LLC**, a Florida limited liability company

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

## **EXHIBIT H**

### **CERTIFICATE OF ENGINEER**

CERTIFICATE OF ENGLAND, THIMS & MILLER, INC. (the "Engineers"), DOES HEREBY CERTIFY, that:

1. This certificate is furnished pursuant to Section 8(c)(18) of the Bond Purchase Contract dated \_\_\_\_\_, 2020 (the "Purchase Contract"), by and between Meadow View at Twin Creeks Community Development District (the "District") and MBS Capital Markets, LLC with respect to its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-1, its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-2 and its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-3 (collectively, the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2020 and the Limited Offering Memorandum, dated \_\_\_\_\_, 2020, including the appendices attached thereto, relating to the Bonds (collectively, the "Limited Offering Memoranda"), as applicable.

2. The Engineers have been retained by the District to act as District Engineer.

3. The Engineers prepared the reports entitled Capital Improvement Plan, dated March 17, 2016 as modified by the First Supplemental Engineer's Report for Master Infrastructure – Phase I and Future Phases Capital Improvement Plan, dated October 6, 2016, as supplemented by the Third Supplemental Engineer's Report for Series 2020 Projects for the Meadow View at Twin Creeks Community Development District, dated \_\_\_\_\_, 2020 (collectively, the "Report"). The Report sets forth the estimated cost of the CIP and the Series 2020 Projects and was prepared in accordance with generally accepted engineering principles. The Report is included as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and a description of the Report and certain other information relating to the CIP and the Series 2020 Projects are included in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE CAPITAL IMPROVEMENT PLAN AND THE PROJECTS" and "THE DEVELOPMENT." The Report and said information are true and complete in all material respects, contain no untrue statement of a material fact, and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

4. The portion of the CIP improvements to be acquired from the proceeds of the Bonds will be completed in accordance with the plans and specifications therefor and such improvements will be constructed in a sound workmanlike manner and in accordance with industry standards. The purchase price to be paid by the District for the Series 2020 Projects improvements will be no more than the lesser of (i) the fair market value of such improvements and (ii) the actual Cost of construction of such improvements. The plans and specifications for the Series 2020 Projects (as described in the Limited Offering Memoranda) improvements and the developer funded improvements set forth in the Report were approved by all regulatory bodies required to approve them (insert such regulatory bodies) or such approval can be

reasonably obtained. All environmental and other regulatory permits or approvals required in connection with the construction of the Series 2020 Projects and the Developer-funded improvements set forth in the Report were obtained or are reasonably expected to be received in the ordinary course.

5. The Engineers hereby consent to the inclusion of the Report as "APPENDIX C: ENGINEER'S REPORT" to the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and to the references to the Engineers in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

6. To the best of our knowledge, after due inquiry, the Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Developer and the Development as described in the Limited Offering Memoranda. Except as otherwise described in the Limited Offering Memoranda, (a) all government permits, consents and licenses required in connection with the development of the lands within the Series 2020 Assessment Areas of the District as described in the Limited Offering Memoranda have been received or are reasonably expected to be received in the ordinary course; (b) we are not aware of the any default of any zoning condition, land use permit or development agreement which would adversely affect the ability to complete development of the Series 2020 Assessment Areas of the District as described in the Limited Offering Memoranda and all appendices thereto; and (c) we have no actual knowledge and are not otherwise aware of any reason to believe that any permits, consents and licenses required to complete the Series 2020 Projects and the development of the Series 2020 Assessment Areas as described in the Limited Offering Memoranda will not be obtained in due course as required by the Developer, or any other person or entity, necessary for the completion of the Series 2020 Projects and the development of the Series 2020 Assessment Areas as described in the Limited Offering Memoranda and all appendices thereto.

7. There is adequate water and sewer service capacity to serve the Series 2020 Assessment Areas within the District.

Date: \_\_\_\_\_, 2020.

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

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

## **EXHIBIT I**

### **CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT**

\_\_\_\_\_, 2020

Meadow View at Twin Creeks Community Development District  
St. Johns County, Florida

MBS Capital Markets, LLC  
Tampa, Florida

Re: Meadow View at Twin Creeks Community Development District  
\$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-1, \$\_\_\_\_\_ Special  
Assessment Bonds, Series 2020A-2 and \$\_\_\_\_\_ Special Assessment  
Bonds, Series 2020A-3

Ladies and Gentlemen:

The undersigned representative of Governmental Management Services, LLC ("GMS"),  
DOES HEREBY CERTIFY:

1. This certificate is furnished pursuant to Section 8(c)(19) of the Bond Purchase Contract dated \_\_\_\_\_, 2020 (the "Purchase Contract"), by and between Meadow View at Twin Creeks Community Development District (the "District") and MBS Capital Markets, LLC with respect to its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-1 and its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-2 (collectively, the "Series 2020A Bonds") and its \$\_\_\_\_\_ Special Assessment Bonds, Series 2020A-3 (the "Series 2020A-3 Bonds" and, together with the Series 2020A Bonds, the "Bonds"). Capitalized terms used, but not defined, herein shall have the meaning assigned thereto in the Purchase Contract or the Limited Offering Memoranda relating to the Series Bonds, as applicable.

2. GMS has acted as district manager and methodology consultant to the District in connection with the sale and issuance by the District of its Bonds and has participated in the preparation of the Preliminary Limited Offering Memorandum dated \_\_\_\_\_, 2020, and the Limited Offering Memorandum, dated \_\_\_\_\_, 2020, including the appendices attached thereto (collectively, the "Limited Offering Memoranda").

3. In connection with the issuance of the Bonds, we have been retained by the District to prepare the [Second Revised Master Special Assessment Methodology Report dated September 20, 2018, as supplemented by the "Supplemental Special Assessment Methodology Report for the Special Assessment Revenue Bonds Series 2020 for the Series 2020 Projects dated \_\_\_\_\_, 2020 (collectively, the "Assessment Methodology"), which Assessment Methodology has been included as an appendix to the Limited Offering Memoranda. We hereby consent to the use of such Assessment Methodology in the Limited Offering Memoranda and consent to the references to us therein.

4. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memoranda, as they relate to the District, the Series 2020 Projects, or any information provided by us, and the Assessment Methodology, as of their respective dates and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. The information set forth in the Limited Offering Memoranda under the subcaptions "THE DISTRICT," "THE DEVELOPMENT – Taxes, Fees and Assessments," "FINANCIAL INFORMATION," "LITIGATION" (insofar as such description relates to the District), "DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS," "CONTINUING DISCLOSURE," "CONTINGENT FEES," and in "APPENDIX D: ASSESSMENT METHODOLOGY" and "APPENDIX E: DISTRICT'S FINANCIAL STATEMENTS" did not as of the respective dates of the Limited Offering Memoranda and does not as of the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the Assessment Methodology and the considerations and assumptions used in compiling the Assessment Methodology are reasonable. The Assessment Methodology and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law.

7. As District Manager and Registered Agent for the District, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds, or the existence or powers of the District.

8. The benefits to the lands on which the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments are imposed equal or exceed the amount of such assessments, and the Series 2020A Special Assessments and the Series 2020A-3 Special Assessments are fairly and reasonably allocated across all such benefitted lands, as set forth in the Assessment Methodology. The Series 2020A Special Assessments and the Series 2020A-3 Special Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to such Special Assessments, are sufficient to enable the District to pay the debt service on the Series 2020A and the Series 2020A-3 Bonds, respectively, through the final maturity thereof.



Dated: \_\_\_\_\_, 2020.

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC**, a Florida limited liability  
company

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

4.

## **CONTINUING DISCLOSURE AGREEMENT**

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of \_\_\_\_\_, 2020 is executed and delivered by the Meadow View at Twin Creeks Community Development District (the "Issuer" or the "District"), Heartwood 23, LLC, a Florida limited liability company (the "Developer"), and Governmental Management Services, LLC, as dissemination agent (the "Dissemination Agent") in connection with the Issuer's Special Assessment Bonds, Series 2020A-1 (the "Series 2020A-1 Bonds") and its Special Assessment Bonds, Series 2020A-2 (the "Series 2020A-2 Bonds" and, together with the Series 2020A-1 Bonds, the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of November 1, 2016 (the "Master Indenture") and a Fifth Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2020 (the "Fifth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (the "Trustee"). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Developer and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to Assessments.

"Assessments" shall mean the non-ad valorem Series 2020A Special Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Governmental Management Services, LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Governmental Management Services, LLC, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated \_\_\_\_\_, 2020, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer and its affiliates for so long as such Developer or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean MBS Capital Markets, Inc.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be \_\_\_\_\_ 1, 2020.

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

### 3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than one hundred eighty (180) days after the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending September 30, 2020. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). [The Issuer shall file its Audited Financial Statements for the Fiscal Year ended September 30, 2019 on or before June 30, 2020.] The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15<sup>th</sup>) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

#### 4. **Content of Annual Reports.**

(a) Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer:

(i) The amount of Assessments levied in the Assessment Area for the most recent prior Fiscal Year.

(ii) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(iii) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(iv) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(v) All fund balances in all Funds and Accounts for the Bonds.

(vi) The total amount of Bonds Outstanding.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered more than 180 days after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

## **5. Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer) shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.



(b) Each Quarterly Report shall contain an update of the following information to the extent available with respect to such Obligated Person:

(i) The number and type of lots in the Assessment Area subject to the Assessments.

(ii) The number and type of lots owned in the Assessment Area by the Obligated Person.

(iii) The number and type of lots platted in the Assessment Area.

(iv) The number and type of lots under contract with homebuilders in the Assessment Area, if any.

(v) The number and type of lots closed with homebuilders in the Assessment Area and the name of the homebuilder, if any.

(vi) The number and type of homes under contract with homebuyers in the Assessment Area.

(vii) The number and type of homes closed with homebuyers (delivered to end users) in the Assessment Area.

(viii) Any change to the number or type of lots planned to be developed in the Assessment Area by the Obligated Person.

(ix) Materially adverse changes or determinations to permits/approvals for the development of the Assessment Area which necessitate changes to the land use plans of any Obligated Person.

(x) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area, including the amount and interest rate.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in an Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Developer from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

6. **Reporting of Listed Events.**

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on the Series 2020 Reserve Account reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;\*
- (v) Substitution of credit or liquidity providers, or their failure to perform;\*
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;\*
- (xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

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\* Not applicable to the Bonds at their date of issuance.

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv) or (xvi) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

(e) The Developer hereby represents and warrants that it has not previously entered into any continuing disclosure agreement in connection with a prior offering of securities in order to enable an underwriter of said securities to comply with the provisions of the Rule.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Governmental Management Services, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Governmental Management Services, LLC. Governmental Management Services, LLC may terminate its role as Dissemination Agent at any time upon delivery of thirty (30) days prior written notice to the District and each Obligated Person.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of the each Obligated Person, if any.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial

Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Developer and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Developer and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the St. Johns County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in St. Johns County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and by PDF signature and all of which shall constitute but one and the same instrument.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successor or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT,  
AS ISSUER**

[SEAL]

By: \_\_\_\_\_  
Bruce J. Parker, Chairperson  
Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

**HEARTWOOD 23, LLC, AS DEVELOPER**

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

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC, AS DISSEMINATION  
AGENT**

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

**CONSENTED TO AND AGREED TO BY:**

**DISTRICT MANAGER**

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC, AS DISTRICT  
MANAGER**

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

Acknowledged and agreed to for purposes of  
Sections 11, 13 and 17 only:

**U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE**

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



**EXHIBIT A**

**FORM OF NOTICE TO REPOSITORIES OF FAILURE  
TO FILE [ANNUAL REPORT]  
[AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]**

Name of Issuer: Meadow View at Twin Creeks Community Development District

Name of Bond Issue: \$\_\_\_\_\_ original aggregate principal amount of Special Assessment Bonds, Series 2020A-1 and \$\_\_\_\_\_ original aggregate principal amount of Special Assessment Bonds, Series 2020A-2

Obligated Person(s): Meadow View at Twin Creeks Community Development District;  
\_\_\_\_\_.

Original Date of Issuance: \_\_\_\_\_, 2020

CUSIP Numbers: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated \_\_\_\_\_, 2020, by and between the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by \_\_\_\_\_, 20\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_, as Dissemination Agent

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

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

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

cc: Issuer  
Trustee



## **CONTINUING DISCLOSURE AGREEMENT**

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated as of \_\_\_\_\_, 2020 is executed and delivered by the Meadow View at Twin Creeks Community Development District (the "Issuer" or the "District"), Heartwood 23, LLC, a Florida limited liability company (the "Developer"), and Governmental Management Services, LLC, as dissemination agent (the "Dissemination Agent") in connection with the Issuer's Special Assessment Bonds, Series 2020A-3 (the "Bonds"). The Bonds are secured pursuant to a Master Trust Indenture dated as of November 1, 2016 (the "Master Indenture") and a Sixth Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2020 (the "Sixth Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each entered into by and between the Issuer and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (the "Trustee"). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Developer and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

"Annual Filing Date" means the date set forth in Section 3(a) hereof by which the Annual Report is to be filed with each Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessment Area" shall mean that portion of the District lands subject to Assessments.

"Assessments" shall mean the non-ad valorem Series 2020A-3 Special Assessments pledged to the payment of the Bonds pursuant to the Indenture.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior Fiscal Year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

"Audited Financial Statements Filing Date" means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

"Beneficial Owner" shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

"Disclosure Representative" shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

"Dissemination Agent" shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Governmental Management Services, LLC has been designated as the initial Dissemination Agent hereunder.

"District Manager" shall mean Governmental Management Services, L.L.C, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

"EMMA Compliant Format" shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of an obligation or instrument described in either clause (a) or (b). Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Limited Offering Memorandum" shall mean that Limited Offering Memorandum dated \_\_\_\_\_, 2020, prepared in connection with the issuance of the Bonds.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person(s)" shall mean, with respect to the Bonds, those person(s) who either generally or through an enterprise fund or account of such persons are committed by contract or other arrangement to support payment of all or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer and its affiliates for so long as such Developer or its affiliates, successors or assigns (excluding residential homebuyers who are end users) are the owners of District Lands responsible for payment of at least 20% of the Assessments.

"Participating Underwriter" shall mean MBS Capital Markets, LLC.

"Quarterly Filing Date" shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be \_\_\_\_\_ 1, 2020.

"Quarterly Report" shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

"Repository" shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, "Repository" shall include the State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same has and may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"State" shall mean the State of Florida.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. **Provision of Annual Reports.**

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than one hundred eighty (180) days after the close of the Issuer's Fiscal Year (the "Annual Filing Date"), commencing with the Annual Report for the Fiscal Year ending [September 30, 2020]. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer's Fiscal Year (the "Audited Financial Statements Filing Date"). [The Issuer shall file its Audited Financial Statements for the Fiscal Year ended September 30, 2019 on or before June 30, 2020.] The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15<sup>th</sup>) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xvii) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1<sup>st</sup>) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, then a Listed Event as described in Section 6(a)(xvii) shall have occurred and the Dissemination Agent shall immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. **Content of Annual Reports.**

(a) Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer:

(i) The amount of Assessments levied in the Assessment Area for the most recent prior Fiscal Year.

(ii) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(iii) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(iv) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(v) All fund balances in all Funds and Accounts for the Bonds.

(vi) The total amount of Bonds Outstanding.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) In the event of any amendment or waiver of a provision of this Disclosure Agreement, a description of such amendment or waiver in the next Annual Report, and in each case shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change in accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition,

if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

To the extent any of the items set forth in subsections (i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth (unless Audited Financial Statements are being delivered more than 180 days after the close of the Issuer's Fiscal Year pursuant to Section 3(a) hereof). Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

## **5. Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer) shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than fifteen (15) days prior to the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the applicable Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall contain an update of the following information to the extent available with respect to such Obligated Person:

(i) The number and type of lots in the Assessment Area subject to the Assessments.

(ii) The number and type of lots in the Assessment Area owned by the Obligated Person.



- (iii) The number and type of lots platted in the Assessment Area.
  - (iv) The number and type of lots under contract with homebuilders in the Assessment Area, if any.
  - (v) The number and type of lots closed with homebuilders in the Assessment Area and the name of the homebuilder, if any.
  - (vi) The number and type of homes under contract with homebuyers in the Assessment Area.
  - (vii) The number and type of homes closed with homebuyers (delivered to end users) in the Assessment Area.
  - (viii) Any change to the number or type of lots planned to be developed in the Assessment Area by the Obligated Person.
  - (ix) Materially adverse changes or determinations to permits/approvals for the development of the Assessment Area which necessitate changes to the land use plans of any Obligated Person.
  - (x) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area, including the amount and interest rate.
- (c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in an Assessment Area (a "Transferor Obligated Person") to a third party (a "Transferee"), which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such Transferee to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such Transferee is an Obligated Person hereunder, to the same extent as if such Transferee were a party to this Disclosure Agreement (an "Assignment"). The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. Nothing herein shall be construed to relieve the Developer from its obligations hereunder except to the extent a written Assignment from a Transferee is obtained and delivered to the Dissemination Agent and then only to the extent of such Assignment.

## 6. **Reporting of Listed Events.**

- (a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:
- (i) Principal and interest payment delinquencies;
  - (ii) Non-payment related defaults, if material;
  - (iii) Unscheduled draws on the Series 2020 Reserve Account reflecting financial difficulties;

(iv)     Unscheduled draws on credit enhancements reflecting financial difficulties;\*

(v)     Substitution of credit or liquidity providers, or their failure to perform;\*

(vi)     Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii)    Modifications to rights of Bond holders, if material;

(viii)   Bond calls, if material, and tender offers;

(ix)     Defeasances;

(x)     Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi)     Rating changes;\*

(xii)    Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

(xiii)   Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv)    Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv)     Incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other

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\* Not applicable to the Bonds at their date of issuance.

similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties;

(xvii) Failure to provide (A) any Annual Report or Audited Financial Statements as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement, which failure shall, in all cases, be deemed material under federal securities laws; and

(xviii) Any amendment to the accounting principles to be followed in preparing financial statements as required pursuant to Section 4(a)(ix) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above subsection (a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Events described in Section 6(a)(xvii) and (xviii), which notice will be given in a timely manner. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (d) below. Such notice by the Issuer to the Dissemination Agent shall identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is in compliance within the filing dates provided within this Section 6(b)).

(c) Notwithstanding anything contained in Section 6(b) above, each Obligated Person other than the Issuer shall notify the Issuer and the Dissemination Agent of the occurrence of a Listed Event described in subsections (a)(x), (xii), (xiii), (xv) or (xvi) that has occurred with respect to such Obligated Person in compliance with the notification and filing requirements provided in Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

(e) The Developer hereby represents and warrants that it has not previously entered into any continuing disclosure agreement in connection with a prior offering of securities in order to enable an underwriter of said securities to comply with the provisions of the Rule.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Governmental Management Services, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Governmental Management Services, LLC. Governmental Management Services, LLC may terminate its role as Dissemination Agent at any time upon delivery of thirty (30) days prior written notice to the District and each Obligated Person.

9. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, acceptable to the Issuer, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the above provisions of this Section 9, no amendment to the provisions of Section 5(b) hereof may be made without the consent of the each Obligated Person, if any.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any beneficial owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement between the District, the Developer and such Dissemination Agent. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, the Developer and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA compliant format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Participating Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Tax Roll and Budget.** Upon the request of the Dissemination Agent, the Trustee or any Bondholder, the Issuer, through its District Manager, if applicable, agrees to provide such party with a certified copy of its most recent tax roll provided to the St. Johns County Tax Collector and the Issuer's most recent adopted budget.

15. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in St. Johns County, Florida.

16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and by PDF signature and all of which shall constitute but one and the same instrument.

17. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports readily available to and in the possession of the Trustee that the Dissemination Agent requests in writing.

18. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to the Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successor or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

**IN WITNESS WHEREOF**, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT,  
AS ISSUER**

[SEAL]

By: \_\_\_\_\_  
Bruce J. Parker, Chairperson  
Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

**HEARTWOOD 23, LLC, AS DEVELOPER**

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

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC, AS DISSEMINATION  
AGENT**

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

**CONSENTED TO AND AGREED TO BY:**

**DISTRICT MANAGER**

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC, AS DISTRICT  
MANAGER**

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

Acknowledged and agreed to for purposes of  
Sections 11, 13 and 17 only:

**U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE**

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

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

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

**EXHIBIT A**

**FORM OF NOTICE TO REPOSITORIES OF FAILURE  
TO FILE [ANNUAL REPORT]  
[AUDITED FINANCIAL STATEMENTS][QUARTERLY REPORT]**

Name of Issuer: Meadow View at Twin Creeks Community Development District

Name of Bond Issue: \$\_\_\_\_\_ original aggregate principal amount of Special  
Assessment Bonds, Series 2020A-3

Obligated Person(s): Meadow View at Twin Creeks Community Development District;  
\_\_\_\_\_.

Original Date of Issuance: \_\_\_\_\_, 2020

CUSIP Numbers: \_\_\_\_\_

NOTICE IS HEREBY GIVEN that the [Issuer][Obligated Person] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated \_\_\_\_\_, 2020, by and between the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer][Obligated Person] has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by \_\_\_\_\_, 20\_\_\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_, as Dissemination Agent

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

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

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

cc: Issuer  
Trustee



## *FIFTH ORDER OF BUSINESS*

*A.*



**bkovacic@bbxcapital.com**

February 14, 2020

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: Blaz Kovacic

Re: Beacon Lakes Phase 4  
St. Johns, Florida

Dear Mr. Kovacic:

Pursuant to the request of Scott Lockwood, we are pleased to submit to you our proposal for the surveying and mapping services on the above referenced property. The scope of our services to be provided is outlined as follows:

Perform a **Topographic Survey** within the areas shown on the attached sketch, in accordance with the Standards of Practice of the State of Florida, Chapter 5J-17.05-FAC, F.S..

Our fees to perform the above outlined scope of services will be a lump sum of \$4,050.00 (Four Thousand Fifty Dollars). 

Whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by Clary & Associates, Inc. constitutes acceptance of the price and terms contained in the proposal.

**Any additional work or additional certifications requested outside of the above outlined scope of work can be quoted at that time on a lump sum basis or will be billed to you at our current hourly rates.** In addition to the lump sum fees in this contract, any out-of-pocket expenses will be billed to you at our cost.

Initial 

February 14, 2020

Page 2

BBX Capital Real Estate

TERMS:

The CLIENT will be billed on a progress-completed basis, and the **BILL WILL BE DUE UPON RECEIPT**. Balances outstanding more than thirty (30) days from the date of billing shall bear interest at the rate of one and one-half percent (1-1/2%) per month. All collection costs, including reasonable attorney's fees, shall be paid by the CLIENT. This agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, Clary & Associates, Inc. shall be compensated, as provided herein, for services performed to termination date and for all termination expenses.

We certainly appreciate the opportunity of submitting this proposal to you and if the above meets with your approval, please execute one copy of this agreement by initialing the preceding pages, signing below, and returning this to our office for our files. If you have any questions, please do not hesitate to call.

This proposal consists of 3 pages. Any additions or exclusions to this document are not considered a part hereof.

Sincerely,  
Clary & Associates, Inc.  
Professional Surveyors & Mappers

  
Jeff Steink  
President

JS/bct

Company

(CLIENT) Name:

MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT

Address:

475 WEST TOWN PLACE, SUITE 114

City:

ST. AUGUSTINE

State:

FL

Zip:

32092

Phone No:

904-940-5850

Fax No:

JOLIVER@GMSNF.COM

E-Mail Address:

BKOVACIC@BBXCAPITAL.COM

Name/Signature:

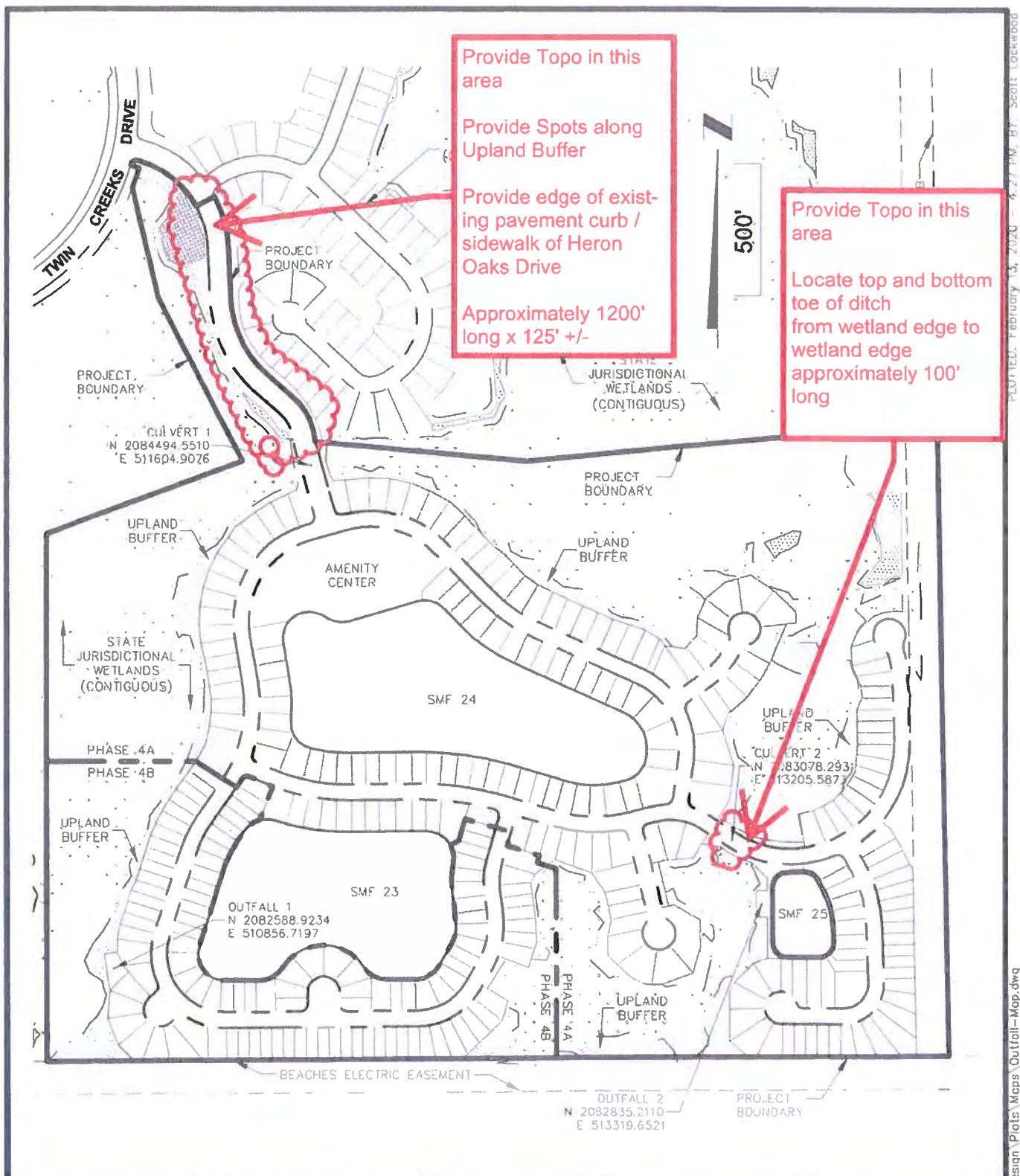
BLAZ KOVACIC

Title:

VICE CHAIR

Date:

2/21/2020



# ETM

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

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
CA - 00002584 LC - 0000316

## OUTFALL MAP

**BEACON LAKE PHASE 4**

**ST. JOHNS COUNTY, FLORIDA**

ETM NO. 19-267

DRAWN BY: D. Sims

DATE: 02-05-2020

DRAWING NO. 1

*B.*



**bkovacic@bbxcapital.com**

March 5, 2020

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: Blaz Kovacic

Re: Beacon Lake Phase 2 Townhomes  
Relocated Fire Lanes  
St. Johns, Florida

Dear Mr. Kovacic:

Pursuant to your request, we are pleased to submit to you our proposal for the surveying and mapping services on the above referenced property. The scope of our services to be provided is outlined as follows:

Prepare an **Affidavit and Prepare Maps and Descriptions** of the 5 (five) relocated fire lanes (see attached sketches).

Our fees to perform the above outlined scope of services will be a lump sum of \$1,750.00 (One Thousand Seven Hundred Fifty Dollars).

Whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by Clary & Associates, Inc. constitutes acceptance of the price and terms contained in the proposal.

**The fee quoted herein does not include Title Commitment or Title Abstract review unless provided prior to the date of this proposal. Any additional work or additional certifications requested outside of the above outlined scope of work can be quoted at that time on a lump sum basis or will be billed to you at our current hourly rates.** In addition to the lump sum fees in this contract, any out-of-pocket expenses will be billed to you at our cost.

Initial



March 5, 2020  
Page 2  
Meadow View at Twin Creeks

TERMS:

The CLIENT will be billed on a progress-completed basis, and the **BILL WILL BE DUE UPON RECEIPT**. Balances outstanding more than thirty (30) days from the date of billing shall bear interest at the rate of one and one-half percent (1-1/2%) per month. All collection costs, including reasonable attorney's fees, shall be paid by the CLIENT. This agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, Clary & Associates, Inc. shall be compensated, as provided herein, for services performed to termination date and for all termination expenses.

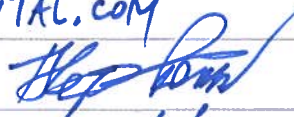
We certainly appreciate the opportunity of submitting this proposal to you and if the above meets with your approval, please execute one copy of this agreement by initialing the preceding pages, signing below, and returning this to our office for our files. If you have any questions, please do not hesitate to call.

This proposal consists of 7 pages. Any additions or exclusions to this document are not considered a part hereof.

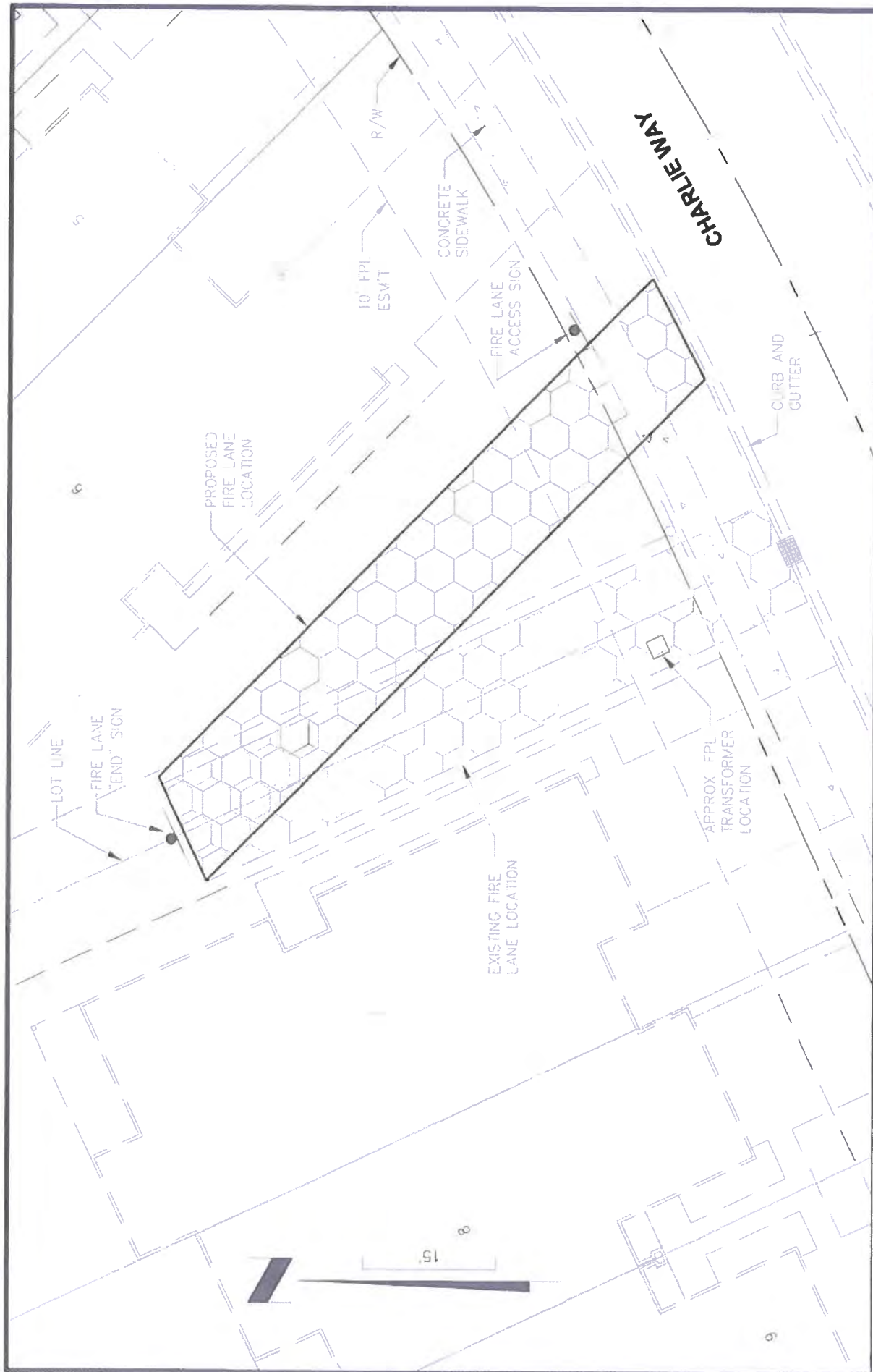
Sincerely,  
Clary & Associates, Inc.  
*Professional Surveyors & Mappers*

  
Jeff Steinle  
President

JS/bct

Company MEADOW VIEW AT TWIN CREEKS  
(CLIENT) Name: COMMUNITY DEVELOPMENT DISTRICT  
Address: 475 WEST TOWN PLACE, SUITE 114  
City: ST. AUGUSTINE State: FL Zip: 32092  
Phone No: 904-940-5850 Fax No: JOLIVER@GMSNF.COM  
E-Mail Address: BKOVACIC@BBXCAPITAL.COM  
Name/Signature: BLAZE KOVACIC   
Title: VICE CHAIR Date: 3/6/2020





ETM NO. 17-085

DRAWN BY: D. SIMS

DATE: 2-27-2020

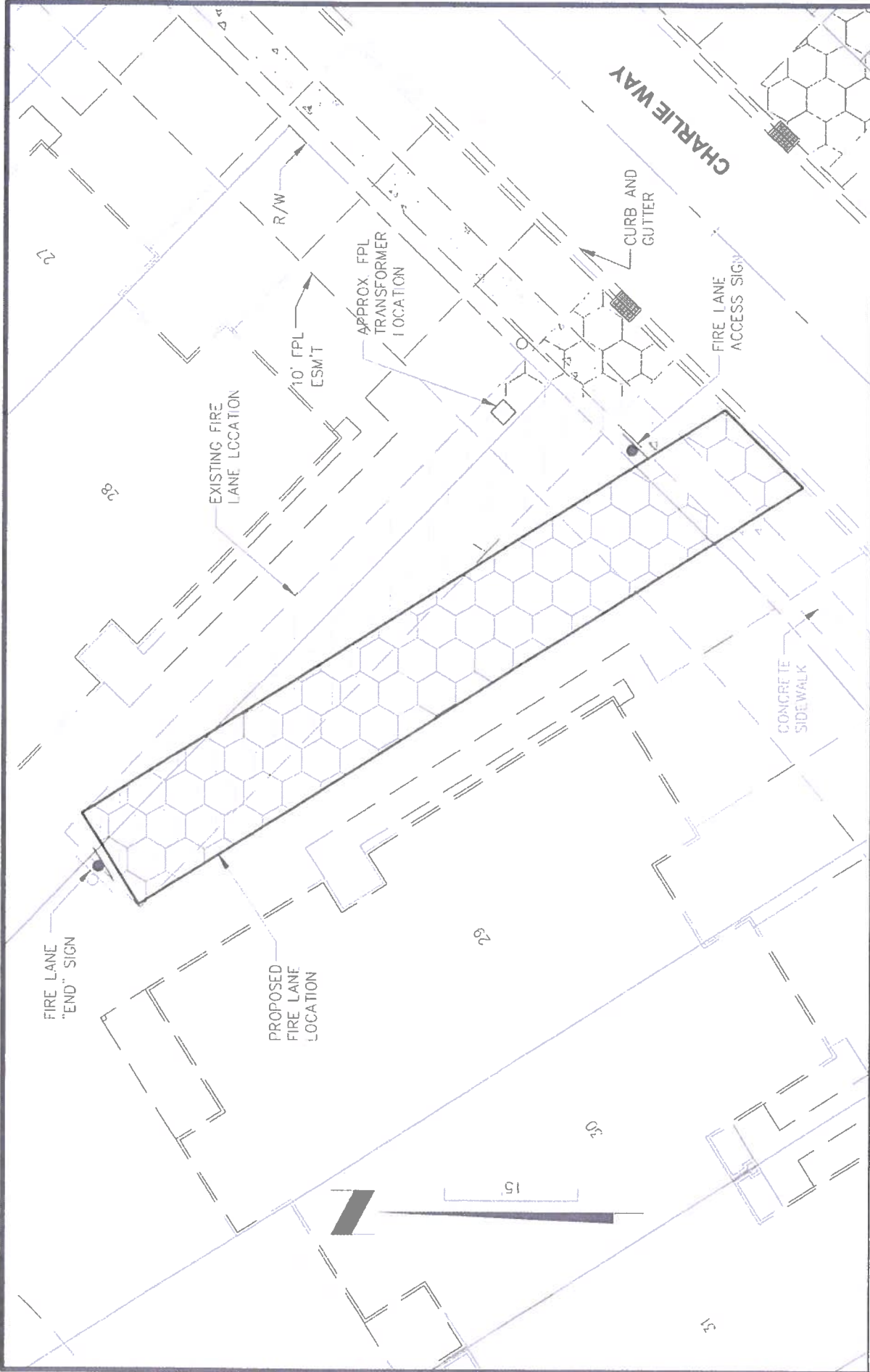
DRAWING NO. 1 OF 5

## PROPOSED FIRE LANE LOCATION

BEACON LAKE TOWNHOMES  
FOR  
HEARTWOOD 23, LLC

**ETM**

VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.  
4775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8890, FAX: (904) 646-9485  
REG - 7254 LC - 0000316



ETM NO. 17-085

DRAWN BY: D. SIMS

DATE: 2-27-2020

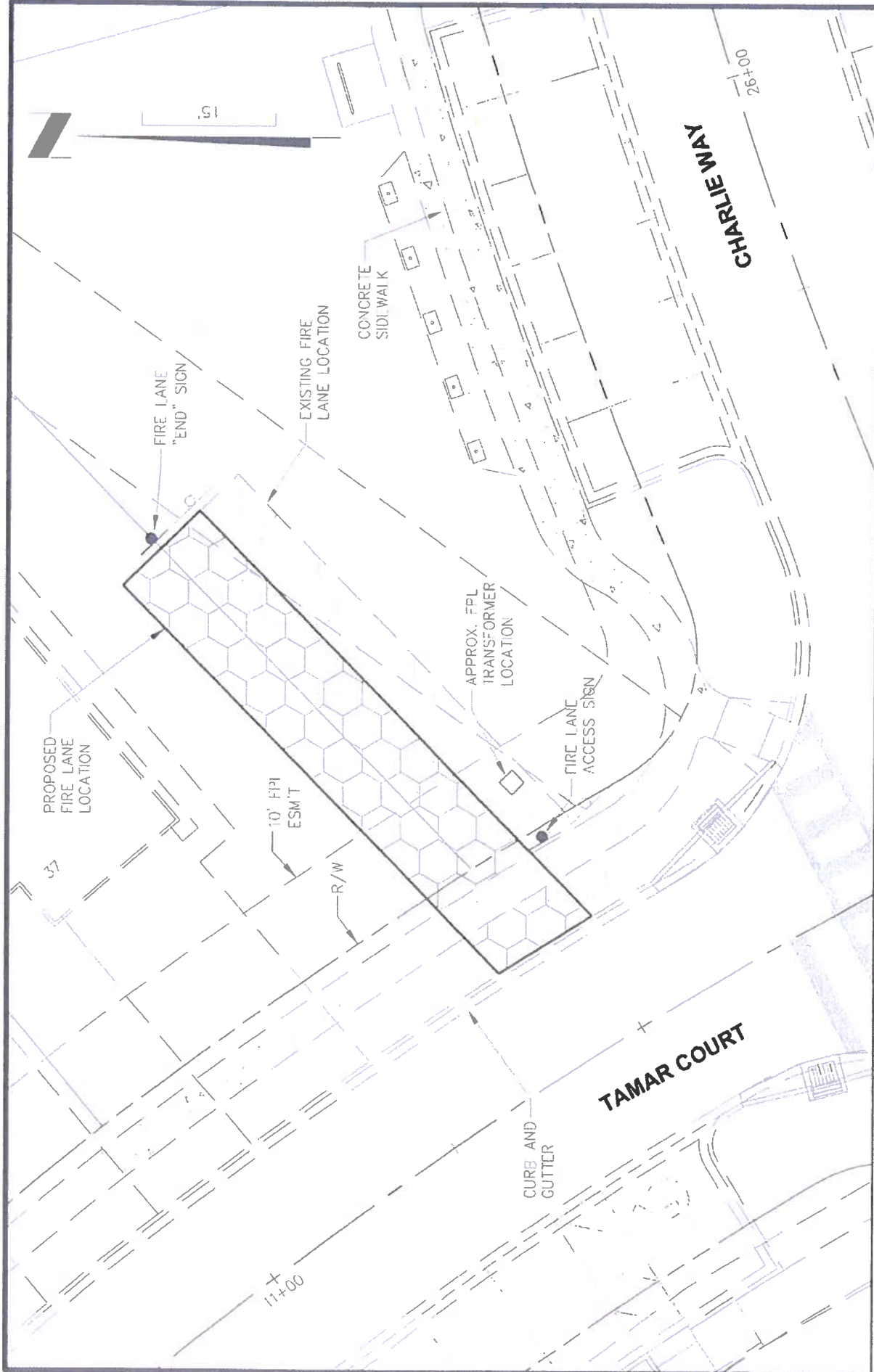
DRAWING NO. 2 OF 5

## PROPOSED FIRE LANE LOCATION

**BEACON LAKE TOWNHOMES  
FOR  
HEARTWOOD 23, LLC**

**ETM**

VISION • EXPERIENCE • RESULTS  
ENGLAND • THIMS & MILLER, INC.  
14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
REC - 75% LC - 02/20/16



ETM NO. 17-085

DRAWN BY: D. SIMS

DATE: 2-27-2020

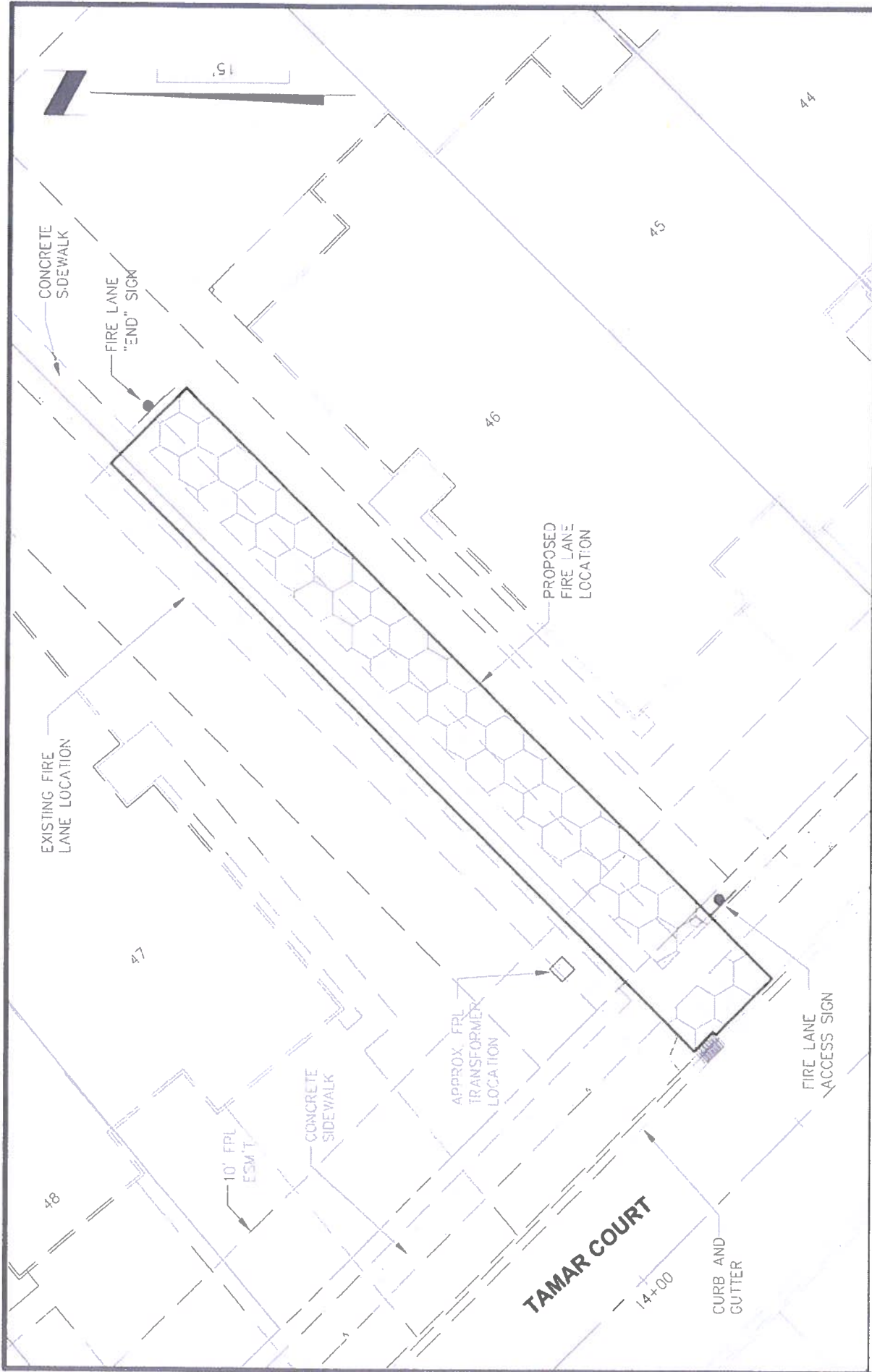
DRAWING NO. 3 OF 5

## PROPOSED FIRE LANE LOCATION

BEACON LAKE TOWNHOMES  
FOR  
HEARTWOOD 23, LLC

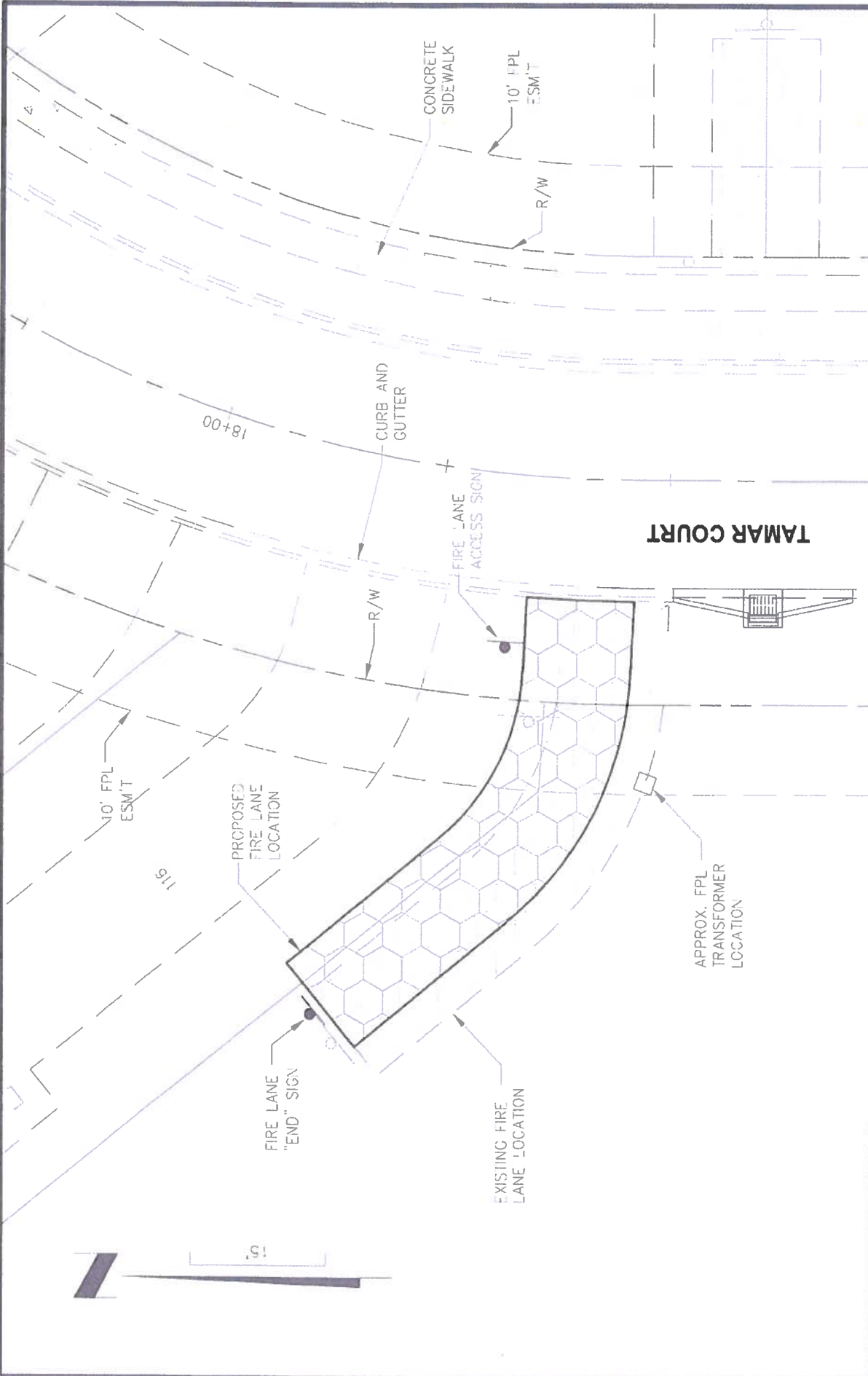
**ETM**

VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.  
14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
REG. - 2014, LC - 0000316



<b>ETM</b> VISION • EXPERIENCE • RESULTS ENGLAND • THIMS & MILLER, INC. 14775 Old St. Augustine Road, Jacksonville, FL 32258 TEL: (904) 642-8990, FAX: (904) 645-9455 REG. NO. 2384, I.C. NO. 0000316		<b>PROPOSED FIRE LANE LOCATION</b>	
ETM NO. 17-085		DRAWN BY: D. SIMS	
DATE: 2-27-2020		DRAWING NO. 4 OF 5	
BEACON LAKE TOWNHOMES FOR HEARTWOOD 23, LLC			





ETM NO. 17-085

DRAWN BY: D. SIMS

DATE: 2-27-2020

DRAWING NO. 5 OF 5

## PROPOSED FIRE LANE LOCATION

BEACON LAKE TOWNHOMES  
FOR  
HEARTWOOD 23, LLC

**ETM**

VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.  
14775 Ole St. Auguste Road, Jacksonville, FL 32258  
TEL: (904) 642-8890 FAX: (904) 646-9485  
REG. - 7334 LR - 0000316

## *SIXTH ORDER OF BUSINESS*

*A.*



**BASHAM  
& LUCAS**  
DESIGN GROUP, INC.

PLANNING  
ARCHITECTURE  
LANDSCAPE ARCHITECTURE  
GRAPHICS

**PROPOSAL FOR:**

Beacon Lake  
Site Electrical Engineering  
Saint Johns, FL  
Project # 20-09

**DATE:** March 6, 2020

**TO:** Meadow View at Twin Creeks  
Community Development District  
Blaz Kovacic, Vice-Chair  
c/o Governmental Management Services, LLC  
475 W. Town Place, Suite 114  
St. Augustine, FL 32092

Dear Blaz,

Thank you for the opportunity to submit our professional design service proposal. We shall provide the site electrical engineering for the decorative lighting located at the entrance to the Toll Brothers project. Our services shall include electrical engineering and photometrics for the applicable lighting as required by St. Johns County. We shall provide this services for a **fixed fee of \$3,800.**

Payments to **Basham & Lucas Design Group, Inc.** shall be made on a monthly basis as invoiced according to a pro-rated amount of work completed each billing period. All payments shall be made no later than 30 days after receipt of invoice. A finance charge of 18% annually shall accrue and be due and payable for the period 30 days from the date of this invoice until such amount is paid. These fees shall be valid for a period of 90 days from the date of this proposal. Any "stop work" order for more than 30 days shall void this contract and all work completed up to that date shall be invoiced based on our percent of completion.

All terms & conditions to this proposal are in accordance with previously approved contract #15-63, dated January 15, 2016.

We are extremely excited about your project and look forward to working with you. If you accept this proposal please return the signed proposal and we will begin immediately.

Sincerely,

Paul M. Basham  
President  
Basham & Lucas Design Group Inc.

Accepted by:

3/9/2020

Authorized Agent

Date

MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT  
BLAZ KOVACIC, VICE-CHAIR



*B.*



**PROPOSAL FOR:**

Beacon Lake  
Lakefront Park Construction Documents  
Saint Johns, FL  
Project # 20-10

**DATE:** March 6, 2020

**TO:** Meadow View at Twin Creeks  
Community Development District  
Blaz Kovacic, Vice-Chair  
c/o Governmental Management Services, LLC  
475 W. Town Place, Suite 114  
St. Augustine, FL 32092

Dear Blaz,

Thank you for the opportunity to submit our professional design service proposal. We shall provide the architectural, structural, mechanical & electrical engineering, hardscape, landscape and sign design for the lakefront park improvements designed under previous contract.

Our scope of services shall include:

**Part 1: \$11,200**

**Lakefront Park Design Development**

Based upon the approved Schematic Design as provided above, we shall commence Design Development to further refine the scope and nature of the project.

- A. We shall incorporate all your comments and changes from the conceptual schematic design with the intent to create a final set of design documents that will be the basis for all the construction documents. These CAD drawings shall include preliminary structural and mechanical engineering, final floor plan configuration layout and preliminary finish specifications for all the improvements.
- B. Provide preliminary mechanical and structural engineering drawings equivalent to 30% of the overall design effort.
- C. We shall meet with all the applicable government agencies including the building department and fire marshal regarding the design of the building to discuss any concerns or comments they may have prior to final submission of architectural and engineering plans for their review and permit.
- D. Design development of interiors including finish selections, interior elevations and ceiling treatment
- E. Deliverables for this scope of work shall include:
  - 1. Arch'l site plan
  - 2. Floor plan(s)
  - 3. Exterior elevation(s)
  - 4. Building Cross Section(s)
  - 5. Roof Plan
  - 6. Reflected Ceiling Plan



**Part 2: \$19,600**

**Architectural Construction Documents of the Restroom & Bar Pavilion**

- A. Architectural construction documents to include the following:
  - 1. Architectural site plan
  - 2. Exterior elevations
  - 3. Roof plan
  - 4. Roof framing plan
  - 5. Building cross section(s)
  - 6. Wall section(s) and details
  - 7. Window/door schedules
  - 8. Interior finish schedules
  - 9. Generic interior restroom elevations
- B. Structural Construction Documents as per The Florida Building Code
  - 1. Foundation plan and details
  - 2. Wall assemblies and details
  - 3. Floor/roof framing plan and details
  - 4. Structural specifications
- C. Mechanical, Electrical and Plumbing Design
  - 1. Power distribution floor plan
  - 2. Electrical meter center plans
  - 3. Schedules/calculations/load and elevations
  - 4. Electrical specifications
  - 5. HVAC floor plan(s)
  - 6. HVAC schedule and details
  - 7. Equipment sizing and specifying
  - 8. Plumbing plans and specifications
  - 9. Product planning and fixture selection in conjunction with our interior designer for decorative interior design.
  - 10. Actual engineering design reflecting feeder sizes and circuitry distribution for electric service.

**Part 3: \$4,400**

**Lakefront Park Hardscape Construction Documents**

- A. Final elevations and details of hardscape elements such as:
  - 1. Shade trellis and arbors.
  - 2. Planters & decks.
  - 3. Shade pavilions
  - 4. Screen wall and security fencing details
  - 5. Playground details and specification

**Part 4: \$2,100**

**Park Area Site Electrical Engineering**

- A. Product planning and fixture selection for outdoor decorative lighting at the following areas:
  - 1. Pavilion and play areas
  - 2. Outdoor patio areas
  - 3. Parking lot & landscape areas
- B. Actual engineering design reflecting feeder sizes and circuitry distribution shall be by our Electrical Engineer.
- C. Site photometric lighting layout denoting light level intensities throughout the lit areas.



**Part 5: \$4,800 \_\_\_\_\_**

**Park Area Landscape Architecture Design**

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

**Note: Permit code plan for landscape & tree mitigation shall be provided by your civil engineer.**

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

**Part 6: \$1,100 \_\_\_\_\_**

**Park Area Irrigation Design**

Irrigation Design:

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

Note: Owner to verify water source. The irrigation plans, specifications and construction details will programmatically fulfill the necessary bid documents; however unforeseen on-site re-locations of heads, controllers, etc. due to on-site changes are the responsibility of the Landscape Contractor/Irrigation Contractor. The Landscape Contractor or Irrigation Contractor is responsible for any as-built documents required by the owner. This scope does not include the housing product or master community irrigation design.

**Part 7: \$1,200 \_\_\_\_\_**

**Exterior Color /Material Selection for Lakefront Park Improvements**

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

**Part 8: \$3,800 \_\_\_\_\_**

**Fine Grading Design of the Park (area within the fence)**

The intent of this fine grading design scope is to work with your civil engineer to establish finish grades inside the fenced area. Our plans shall denote finish grades, grading profiles and general intent for water conveyance to drain location. It is assumed that your civil engineer will take this information and verify its conformance with the overall civil plans for the amenity. Our drainage structures plan shall be diagrammatic and provided for the contractors use to give guidance for drainage sub-contractor to propose their design intent.

**Part 9: \$2,200 \_\_\_\_\_**

**Park Area Signage Design**

We shall provide the conceptual design for the following signs with the intent to convey design concept. Sign contractor shall provide final fabrication details and be responsible for all code and standard practice construction assemblies. The following signs shall be included:

- A. Main Identity sign
- B. Park use rules
- C. Playground rules



- D. Men/Women
- E. Hours of operation

**Part 10: \$2,200 \_\_\_\_\_**

**Park Area Perspective Graphic Rendering**

We shall provide a birds-eye 3 dimensional color perspective digital rendering of the final design for the Lakefront Park.

**Construction Administration**

**Part 11: \$1,800 \_\_\_\_\_**

**C.D.D. Contractor Pre-qualification and Bid Process**

- A. We will draft the appropriate narratives, advertisements and correspondence for pre-qualification and the formal contractor bid process.
- B. Attend Pre-bid conference
- C. Assimilation of bids and comparison chart.

\*Note: This scope of work is done in conjunction with your attorneys and development team.

**Part 12: Hourly @ \$100.00 \_\_\_\_\_ (Not to exceed \$5,000)**

**Shop Drawing Review for Lakefront Park Improvements**

- A. Review of shop drawings to verify their accuracy and compliance with our construction documents.
- B. Distribution of shop drawings to applicable consultants that are under our contract.
- C. Mark-up copies for Contractor distribution

**Part 13: Hourly at \$100.00 per hour (Not to exceed \$10,000) \_\_\_\_\_**

**Construction Administration**

- A. Review "Certificate of Payment"
- B. Review change orders.
- C. Attend on-site meetings as requested. Trips to the site will be invoiced @ \$500 per design professional per each trip, plus expenses.
- D. Perform inspections and initiate corresponding inspection reports.
- E. Creating clarification details.
- F. Creating alternate details.

\*Note: This does not include Owner modifications and/or additions to the plans after completion of the construction documents submitted for permit.

**Part 14: \$1,500 \_\_\_\_\_ (NTE allowance)**

**Reimbursable Expenses**

- A. We shall provide (2) sets of drawings at Schematic design, Design Development, 70% review and final review. We shall provide (2) spec books at final review. Additional printing for permit and bidding are at your expense. Each 24" x 36" sheet costs \$1.25 and spec books shall be \$150 each. Contractor shall be furnished with PDF digital format for drawings.
- B. We will also provide a computer file of the plans and specifications after completion of the job.
  - C. All expenses such as bulk printing cost, courier, postage, reproduction cost, long distance calls, etc., shall be billed at direct cost plus 15%.

---

END OF SCOPE



**Assumptions and Exclusions:**

1. Geotechnical services are not included in this proposal although geotechnical data will be required and provided to the design team.
2. **The proposal does not include utility, site grading, site geometry, or storm water design around the lakefront park (other than Part 8)**
3. This proposal does not include any zoning variances if required
4. Building permitting and submittal shall be done by others.
5. All components of this project will be designed at one time and presented to the developer for approval.
6. We shall include (1) set of review prints for review at conceptual phase, 30% review, 70% review and final review. All other printing cost by the client.
7. We have not included any A/V design of the music system. This also includes the security/access control system as well.
8. Construction Administration Services have not been included within this scope
9. Value engineering for cost reduction has not been included. Any changes after 70% submittal shall be considered additional services.

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

1. Civil, Environmental or Geo-technical Engineering
2. Shop Drawing Preparation
3. As-built construction document
4. LEED Accreditation
5. Security System, Audio/Video Design or layout
6. Lightning Protection Engineering
7. Soils Testing for landscape plant material
8. Acoustical Engineering

The above services will be performed for the fees indicated after each item. Our standard hourly rates are available upon request. Payments to **Basham & Lucas Design Group, Inc.** shall be made on a monthly basis as invoiced according to a pro-rated amount of work completed each billing period. All payments shall be made no later than 30 days after receipt of invoice. A finance charge of 18% annually shall accrue and be due and payable for the period 30 days from the date of this invoice until such amount is paid. These fees shall be valid for a period of 90 days from the date of this proposal. Any "stop work" order for more than 30 days shall void this contract and all work completed up to that date shall be invoiced based on our percent of completion. Any owner requested value engineering changes to the drawings after 70% completion shall be considered additional services. All terms & conditions to this proposal are in accordance with previously approved contract #15-63, dated January 15, 2016.

We are extremely excited about your project and look forward to working with you. If you accept this proposal please return the signed proposal and we will begin immediately.

Sincerely,

Paul M. Basham  
President

Accepted by:

  
\_\_\_\_\_  
Authorized Agent  
Date 3/10/2020  
Meadow View Twin Creeks  
CDD  
Bruce J. Parker, CHA





**BASHAM  
& LUCAS**  
DESIGN GROUP, INC.

PLANNING  
ARCHITECTURE  
LANDSCAPE ARCHITECTURE  
GRAPHICS

**PROPOSAL FOR:**  
Beacon Lake  
Site Electrical Engineering  
Saint Johns, FL  
Project # 20-09

**DATE:** March 6, 2020

**TO:** Meadow View at Twin Creeks  
Community Development District  
Blaz Kovacic, Vice-Chair  
c/o Governmental Management Services, LLC  
475 W. Town Place, Suite 114  
St. Augustine, FL 32092

Dear Blaz,

Thank you for the opportunity to submit our professional design service proposal. We shall provide the site electrical engineering for the decorative lighting located at the entrance to the Toll Brothers project. Our services shall include electrical engineering and photometrics for the applicable lighting as required by St. Johns County. We shall provide this services for a **fixed fee of \$3,800.**

Payments to **Basham & Lucas Design Group, Inc.** shall be made on a monthly basis as invoiced according to a pro-rated amount of work completed each billing period. All payments shall be made no later than 30 days after receipt of invoice. A finance charge of 18% annually shall accrue and be due and payable for the period 30 days from the date of this invoice until such amount is paid. These fees shall be valid for a period of 90 days from the date of this proposal. Any "stop work" order for more than 30 days shall void this contract and all work completed up to that date shall be invoiced based on our percent of completion.

All terms & conditions to this proposal are in accordance with previously approved contract #15-63, dated January 15, 2016.

We are extremely excited about your project and look forward to working with you. If you accept this proposal please return the signed proposal and we will begin immediately.

Sincerely,

Paul M. Basham  
President  
Basham & Lucas Design Group Inc.

Accepted by:

Authorized Agent

MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT DISTRICT  
BLAZ KOVACIC, VICE-CHAIR

3/9/2020

Date

## *SEVENTH ORDER OF BUSINESS*



*A.*



**VIA E-MAIL**

alyman@bbxcapital.com

August 14, 2019

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

Attn: Aaron Lyman

RE: Entry #2 at Beacon Lake

Dear Mr. Lyman:

We are pleased to submit our proposal for the construction of Entry #2 at Beacon Lake per the Basham & Lucas Design Group bid documents: H0.1, H0.2, H0.3, H0.4, H0.5, H0.6, H1.1, H1.2, H1.3, H1.4, H1.5, E1.1, E1.2, E2.1, E2.2, E3.1 dated 6/28/2019 and as further qualified herein:

**Addenda Acknowledged:**

1. No addenda issued to date for this bid project.

**Lump Sum Base Bid ..... \$289,352.00**  
**Project Duration upon issuance of all permits ..... 120 Calendar Days**

**Allowances Included:**

1. No allowances included for this bid project.

**Qualifications:**

1. *Aluminum feeders in lieu of the specified copper feeders for the electrical secondary service are included in this proposal.*
2. *Smooth hardie trims in lieu of the specified PVC trims at the columns are included in this proposal.*
3. DSC includes a standard 1-year labor and materials warranty to commence upon substantial completion.
4. Six (6) month Builders Risk insurance is included.
5. DSC includes building permit fees only.
6. DSC includes foundation backfilling and rough grading within 5' around structures. All site work, maintenance of traffic, utilities, fine grading, irrigation, and landscape are by others.
7. DSC assumes acceptable soil conditions and prepared building pads will be provided for various hardscape structures. Removal and/or replacement of unsuitable soils is not included.
8. Concrete sidewalks are not included.



9. Bike racks, benches, and associated concrete pads are not included.
10. Playground equipment and associated components are not included.
11. Payment and Performance bonds are not included in this proposal however, can be provided for an additional cost of \$2,787.00.
12. Certified as-built surveys and/or FEMA surveys are not included.

We appreciate the opportunity to continue working with this Team on the Beacon Lake Development. Should you have any questions or require clarification to our proposal, please do not hesitate to contact us.

Best Regards,

Mike Smith  
*Vice President*

Cc: Bill Wilber – Basham & Lucas Design Group, Inc.  
Stuart Maxwell – DSC Builds | O.R. Dicky Smith & Co., Inc.

*B.*



**VIA E-MAIL**

alyman@bbxcapital.com

March 11, 2020

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

Attn: Aaron Lyman

RE: Phase 3A – Hardscape at Beacon Lake – Neighborhood Entry

Dear Mr. Lyman:

We are pleased to submit our proposal for the construction of the Phase 3A – Hardscape at Beacon Lake – Neighborhood Entry per the Basham & Lucas Design Group bid documents: H0.1, H1.1, H2.1, H2.2, H2.3, and H3.1 dated 10/2/2019 and as further qualified herein:

**Addenda Acknowledged:**

1. No addenda issued to date for this bid project.

**Lump Sum Base Bid.....\$319,226.00**

***If project is permitted and constructed concurrently with Entry #2 at Beacon Lake project, deduct General Condition costs in the amount of.....<-\$15,594.00>***

**Project duration upon issuance of all permits .....120 Calendar Days**

**Allowances Included:**

1. Electrical Service & Lighting (Does not account for pole/roadway lights).....\$40,000.00

**Qualifications:**

1. DSC includes the specified roadway pavers on 1" of compacted 919 screening sand. Base and subgrade are to be prepared by others. Reinforced concrete ribbon curbs are by others and not included.
2. All vehicular/pedestrian access control including all swing operators, telephone entry systems, safety beams & loops, knox boxes, concrete pads for operators, and any other components for these systems are by others and not included.
3. Smooth hardie trims in lieu of the specified PVC trims at the columns are included in this proposal to match existing entry.



4. DSC includes a standard 1-year labor and materials warranty to commence upon substantial completion.
5. Six (6) month Builders Risk insurance is included.
6. DSC includes building permit fees only.
7. Payment and Performance bonds are not included in this proposal.
8. DSC includes backfilling, compaction, and rough grading of fill material provided by others within 5' limits of hardscape structures. All site work, storm water protection, fill, compaction, grading to within plus or minus 1/10<sup>th</sup> of a foot to proposed grades, maintenance of traffic, utilities, fine grading, irrigation, and landscape are by others.
9. DSC assumes acceptable soil conditions and prepared building pads will be provided for various hardscape structures. Removal and/or replacement of unsuitable soils is specifically excluded from the work of this project.
10. Landscape/Irrigation repairs and restoration are not included.
11. Certified as-built surveys and/or FEMA surveys are not included.

We appreciate the opportunity to continue working with your Team on the Beacon Lake Development. Should you have any questions or require clarification to our proposal, please do not hesitate to contact us.

Best Regards,

Stuart Maxwell  
*Vice President*

Cc: Bill Wilber – Basham & Lucas Design Group, Inc.  
Mike Smith – DSC Builds | O.R. Dicky Smith & Co., Inc.

*EIGHTH ORDER OF BUSINESS*

*A.*



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

DATE	Estimate
2/19/2020	BeacPh2Park

DESCRIPTION	QTY	INSTALL...	TOTAL
Beacon Lake Phase 2 Parkway			
RED MAPLE- 14' HT. 4" CAL.	27	1,200.00	32,400.00
RIVER BIRCH 'DURA HEAT'- 14' HT. 6" CAL.	29	485.00	14,065.00
EAGELSTON HOLLY- 14' HT. 4" CAL.	12	875.00	10,500.00
EASTERN RED CEDAR- 14' HT. 4" CAL.	22	950.00	20,900.00
TUSCARORA CRAPE MYRTLE- 14' HT. 6" CAL.	26	500.00	13,000.00
MULTI-TRUNK 3-5 STEMS			
AMERICAN SWEET GUM- 14' HT. 4" CAL.	29	800.00	23,200.00
SOUTHERN MAGNOLIA- 14' HT. 4" CAL.	19	1,250.00	23,750.00
SOUTHERN MAGNOLIA- 18' HT. 6" CAL.	4	3,800.00	15,200.00
SLASH PINE- 10' HT. 2" CAL.	56	225.00	12,600.00
SOUTHERN LIVE OAK- 14' HT. 4" CAL.	11	1,075.00	11,825.00
BALD CYPRESS- 14' HT. 4" CAL.	34	650.00	22,100.00
WINGED ELM- 14' HT. 4" CAL.	14	950.00	13,300.00
SHADOW YAUPON HOLLY- 6' HT. 2" CAL. 60" OC.	24	350.00	8,400.00
CHEROKEE CRAPE MYRTLE- 6' HT. 3" CAL. 60" OC.	12	105.00	1,260.00
WAX MYRTLE- 36" HT. 7 GAL. 48" OC.	27	55.00	1,485.00
SWEET VIBURNUM- 15 GAL. 48" HT. 36" OC.	986	65.00	64,090.00
AFRICAN IRIS- 1 GAL. 18" HT. 18" OC.	647	4.50	2,911.50
PARSONI JUNIPER- 3 GAL. 18" HT. 30" OC.	138	9.50	1,311.00
JACK FROST LIGUSTRUM- 3 GAL. 18" HT. 36" OC.	80	10.00	800.00
PINK MUHLY- 3 GAL. 36" OC.	564	9.00	5,076.00
DWARF OLEANDER- 3 GAL. 36" OC.	48	9.50	456.00
VARIEGATED DWARF PITTOSPORUM- 3 GAL. 36" OC.	623	10.00	6,230.00
CORAL DRIFT ROSE- 3 GAL. 12" HT. 24" OC.	137	19.00	2,603.00
FORMOSA AZAELA- 3 GAL. 18" HT. 36" OC.	777	9.50	7,381.50
SAND CORD GRASS- 3 GAL. 24" HT. 30" OC.	1,286	9.50	12,217.00
SHILLERS DWARF WALTERS VIBURNUM- 3 GAL. 12" HT. 30" OC.	249	10.00	2,490.00
Mulch - Price is per yard	454	45.00	20,430.00

This Estimate is valid for thirty days.  
All prices are subject to change without notice. Page 1

**TOTAL**

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

DATE	Estimate
2/19/2020	BeacPh2Park

DESCRIPTION	QTY	INSTALL...	TOTAL
Sq. Ft. Floratam Sod ( Sod Footage Estimated, Owner/ Builder/General Contractor Will Be Billed For The Actual Footage Installed. )	250,902	0.55	137,996.10
Irrigation Installation Per Plan / Water Meter Or Water Source Supplied By Other	1	250,000.00	250,000.00

This Estimate is valid for thirty days.  
All prices are subject to change without notice. Page 2

**TOTAL \$737,977.10**

*B.*





# WEST ORANGE NURSERIES, INC.



(407) 877-2930

4001 Avalon Road  
Winter Garden, FL 34787

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

DATE	Estimate
2/19/2020	BeacLakPh3A

DESCRIPTION	QTY	INSTALL...	TOTAL
Beacon Lake Phase 3A			
RED MAPLE- 4" CAL. 14' HT.	6	1,200.00	7,200.00
RIVER BIRCH DURA HEAT- 14' HT. 6" CAL.	6	485.00	2,910.00
EAGELSTON HOLLY- 10' HT. 2" CAL.	4	475.00	1,900.00
EAGELSTON HOLLY- 14' HT. 4" CAL.	26	875.00	22,750.00
EASTERN RED CEDAR- 14' HT. 4" CAL.	49	950.00	46,550.00
TUSCARORA CRAPE MYRTLE- 14' HT. 6" CAL.	7	500.00	3,500.00
MULI-TRUNK			
AMERICAN SWEET GUM- 14' HT. 4" CAL.	45	800.00	36,000.00
SOUTHERN MAGNOLIA- 14' HT. 4" CAL.	18	1,250.00	22,500.00
SOUTHERN MAGNOLIA- 18' HT. 6" CAL.	12	3,800.00	45,600.00
SLASH PINE- 10' HT. 2" CAL.	100	225.00	22,500.00
SLASH PINE- 14' HT. 4" CAL.	11	375.00	4,125.00
MEDJOL PALM- 18' CT.	4	6,800.00	27,200.00
SOUTHERN LIVE OAK- 14' HT. 4" CAL.	4	1,075.00	4,300.00
BALD CYPRESS- 14' HT. 4" CAL.	18	650.00	11,700.00
WINGED ELM- 14' HT. 4" CAL.	25	950.00	23,750.00
SHADOW YAUPON HOLLY- 6' HT. 2" CAL. 60" OC.	50	350.00	17,500.00
CHEROKEE CRAPE MYRTLE- 6' HT. 3" CAL.	13	105.00	1,365.00
MULI-TRUNK 60" OC.			
WAX MYRTLE- 7 GAL. 36" HT. MULT-TRUNK	72	55.00	3,960.00
DWARF WALTERS VIBURNUM- 24" HT. 7 GAL. 36" OC.	98	35.00	3,430.00
SWEET VIBURNUM- 15 GAL. 48" HT. 36" OC.	1,177	65.00	76,505.00
SEASONAL ANNUALS	378	1.65	623.70
GLEN DALE AZAELA- 3 GAL. 12" HT. 30" OC.	721	9.00	6,489.00
AFRICAN IRIS- 1 GAL. 18" HT. 18" OC.	611	4.00	2,444.00
PARSONI JUNIPER- 3 GAL. 12" HT. 30" OC.	54	9.00	486.00
JACK FROST LIGUSTRUM- 3 GAL. 18" HT. 36" OC.	613	10.00	6,130.00
PINK MUHLY- 3 GAL. 18" HT. 36" OC.	1,306	9.00	11,754.00
DWARF OLEANDER- 3 GAL. 18" HT. 36" OC.	747	9.50	7,096.50
VARIEGATED DWARF PITTOSPORUM- 3 GAL. 18" HT. 36" OC.	693	10.00	6,930.00
CORAL DRIFT ROSE- 3 GAL. 12" HT. 24" OC.	415	19.00	7,885.00
FORMOSA AZAELA- 3 GAL. 18" HT. 36" OC.	775	9.50	7,362.50

This Estimate is valid for thirty days.  
All prices are subject to change without notice. Page 1

TOTAL

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

DATE	Estimate
2/19/2020	BeacLakPh3A

DESCRIPTION	QTY	INSTALL...	TOTAL
SAND CORD GRASS- 3 GAL. 24" HT. 30" OC.	106	9.50	1,007.00
MINIMA JASAMINE- 1 GAL. 6" HT. 18" OC.	756	4.00	3,024.00
SHILLERS DWARF WALTERS VIBURNUM- 3 GAL. 12" HT.	653	10.00	6,530.00
Mulch - Price is per yard	600	45.00	27,000.00
Sq. Ft. Floratam Sod ( Sod Footage Estimated, Owner/ Builder/General Contractor Will Be Billed For The Actual Footage Installed. )	235,934	0.55	129,763.70
Irrigation Installation Per Plan / Water Meter Or Water Source Supplied By Other	1	295,000.00	295,000.00

This Estimate is valid for thirty days.  
All prices are subject to change without notice. Page 2

**TOTAL \$904,770.40**

## *NINTH ORDER OF BUSINESS*





# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

March 19, 2020

Board of Supervisors  
Meadow View at Twin Creeks Community Development District  
c/o GMS, LLC  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Meadow View at Twin Creeks Community Development District, St. John's County, Florida ("the District") for the fiscal year ended September 30, 2019, with the option of two (2) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Meadow View at Twin Creeks Community Development District as of and for the fiscal year ended September 30, 2019, with the option of two (2) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards

and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

### **Management Responsibilities**

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and



recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may

provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is **James Perry** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (904) 940-5850, OR AT 475 West Town Place, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.**

This agreement provides for a contract period of one (1) year with the option of two (2) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$5,800 for the September 30, 2019 audit. The fees for the fiscal years 2020 and 2021 will not exceed \$5,900 and \$6,000, respectively, unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Meadow View at Twin Creeks Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



---

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Meadow View at Twin Creeks Community Development District.

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

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

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



## PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

# Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in black ink, reading "Anita Ford".

Anita Ford, Chair  
AICPA Peer Review Board  
2016

## *TENTH ORDER OF BUSINESS*

*B.*

*1.*

## MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

2019 Bond Series

REQUISITION SUMMARY

April 23, 2020

**2019 SPECIAL ASSESSMENT BONDS REQUISITIONS**

<u>TO BE APPROVED</u>				
4/23/2020	237	West Orange Nurseries, Inc.	Beacon Lake Entry #2 & Townhomes - Application for Payment No. 2	\$ 251,951.29
4/23/2020	238	Clary & Associates, Inc.	Beacon Lake Phase 4 - Additional Topo - Invoice 2020-133	\$ 4,050.00
4/23/2020	239	Clary & Associates, Inc.	Beacon Lake TH - Plat affidavit, prepare maps & description - Invoice 2020-176	\$ 1,750.00
4/23/2020	240	Hughes Brothers Construction, Inc.	Contractor Application for Payment #5 - Beacon Lake Phase 3A Parkway	\$ 93,941.50
4/23/2020	241	Hughes Brothers Construction, Inc.	Contractor Application for Payment #6 - Beacon Lake Phase 3A	\$ 425,712.66
4/23/2020	242	Ferguson Water Works	Beacon Lake Phase P2 - Direct Purchase (Mar 2020)	\$ 1,072.00
4/23/2020	243	Ferguson Water Works	Beacon Lake Phase 3A Sub - Direct Purchase (Mar 2020)	\$ 115.00
4/23/2020	244	Hughes Brothers Construction, Inc.	Contractor Application for Payment #16 - Beacon Lake Phase 2	\$ 42,284.38
4/23/2020	245	ETM	Beacon Lakes Phase 3A (CEI Services) WA#17 - Invoice 193696	\$ 1,731.24
4/23/2020	246	ETM	Beacon Lake Community Park and Graden-Design Phase (WA#20) Invoice 193697	\$ 2,878.37
4/23/2020	247	ETM	Beacon Lakes Phase 3B (200 Lots Only) WA#15 - Invoice 193694	\$ 2,010.52
4/23/2020	248	ETM	Beacon Lake Phase 2B (WA#18) - Invoice 193695	\$ 1,995.00
4/23/2020	249	ETM	Beacon Lakes Townhomes Bidding & CEI Services (WA#10) Invoice 193690	\$ 3,857.97
4/23/2020	250	Environmental Resource Solutions, Inc.	Professional Services related to Beacon Lakes Phase 3B - Invoice 36791	\$ 907.50
4/23/2020	251	Sterling Specialties, Inc.	Beacon Lake - Entrance and Exit gate at Kayak Launch- Invoice 10193	\$ 600.00
4/23/2020	252	Harbinger	Beacon Lake Street signs - Invoice 23405-6	\$ 215.00
4/23/2020	253	ECS	Beacon Lake Phase 3A - Engineering and Reporting Services - Invoice 802606	\$ 4,521.00
4/23/2020	254	Basham Lucas	Beacon Lake - Invoice 8086	\$ 3,800.00
4/23/2020	255	KAD Electric Company	Beacon Lakes Amenity Center - Invoice 4289	\$ 415.00
4/23/2020	256	West Orange Nurseries, Inc.	Landscaping to hide wells - Invoice 12004	\$ 2,970.00
4/23/2020	257	West Orange Nurseries, Inc.	Beacon Lake Entry #2 & Townhomes - Application for Payment No. 2	\$ 49,973.63
4/23/2020	258	West Orange Nurseries, Inc.	Beacon Lake Phase 2 Parkway - Application for Payment No. 1	\$ 78,750.00
4/23/2020	259	West Orange Nurseries, Inc.	Beacon Lake Parks - Application for Payment No. 4-Retainage	\$ 16,564.54
4/23/2020	260	West Orange Nurseries, Inc.	Beacon Lake Phase 1 - Sod and Irrigation - Invoice 12002	\$ 19,450.00
4/23/2020	261	Hughes Brothers Construction, Inc.	Contractor Application for Payment #6 - Beacon Lake Phase 3A Parkway	\$ 49,957.65
4/23/2020	262	Hughes Brothers Construction, Inc.	Contractor Application for Payment #7 - Beacon Lake Phase 3A (Reduced Retainage)	\$ 83,392.78
4/23/2020	263	Environmental Services, Inc.	Professional Services related to Protected Tree Inventory - Invoice TC01888	\$ 2,500.00
4/23/2020	264	ETM	Beacon Lakes Phase 2 Bidding and CEI Services (WA#11) Invoice 193691	\$ 13,054.25
			<b>TOTAL REQUISITIONS TO BE APPROVED April 23, 2020</b>	<b>\$1,160,421.28</b>



2.

# CHANGE ORDER

No. 5DATE OF ISSUANCE: April 17, 2020EFFECTIVE DATE: April 28, 2020OWNER: Meadow View at Twin Creeks Community Development DistrictCONTRACTOR: Hughes Brothers Construction, Inc.Contract: Beacon Lake TownhomesProject: Beacon Lake TownhomesOWNER'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 Hughes Brothers Construction, Inc. correspondence dated 3/26/20**Reason for Change:** See Hughes Brothers Construction, Inc. correspondence dated 3/26/20**Attachments: (List documents supporting change)** See Hughes Brothers Construction, Inc. correspondence dated 3/26/20

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>\$ 5,728,717.11</u>
Net <del>Increase</del> /Decrease from previous Change Orders No. <u>0</u> to No. <u>4</u> <u>\$ (1,387,367.73)</u>
Contract Price prior to this Change Order: <u>\$ 4,341,349.38</u>
Net Increase/ <del>Decrease</del> of this Change Order: <u>\$ 30,512.38</u>
Contract Price with all approved Change Orders: <u>\$ 4,371,861.76</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>-4</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: \_\_\_\_\_  
ENGINEER (Authorized Signature)

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

ACCEPTED:

By: \_\_\_\_\_  
CONTRACTOR (Authorized Signature)

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

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

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

EJCDC 1910-8-B (1996 Edition)

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

948 Walker Road  
Wildwood, FL 34785

Date	Invoice #
3/26/2020	21878

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

P.O. No.	Terms	Project
Beacon TH EW		Beacon TH Extras

[illegible]



**Hughes Brothers Construction, Inc.**

**948 Walker Road**

**Wildwood, FL 34785**

**Phone: 352-399-6829**

**Fax: 352-399-6830**

## BEACON TOWNHOMES EXTRA WORK

Description	Quantity	Unit	Unit Price	Amount
<b>Regrading/Fill behind Lots 87-90 (3/10 - 3/19/20):</b>				
Foreman	12.00	HR	\$ 48.90	\$ 586.80
Operator	41.00	HR	\$ 27.72	\$ 1,136.52
Loader 930 Class	29.00	HR	\$ 94.20	\$ 2,731.80
Rubber Tire Backhoe	6.00	HR	\$ 82.30	\$ 493.80
Skid Steer	12.00	HR	\$ 67.90	\$ 814.80
On Road Dump Truck	36.00	HR	\$ 80.00	\$ 2,880.00
<b>Subtotal Regrading</b>				<b>\$ 8,643.72</b>
<b>Markup</b>			<b>10%</b>	<b>\$ 864.37</b>
<b>Total Regrading</b>				<b>\$ 9,508.09</b>
<b>Stripping &amp; Grading Common Areas/Parks (3/13 - 3/23/20):</b>				
Foreman	31.00	HR	\$ 48.90	\$ 1,515.90
Operator	38.00	HR	\$ 27.72	\$ 1,053.36
Laborer	60.00	HR	\$ 19.95	\$ 1,197.00
Loader 930 Class	26.00	HR	\$ 94.20	\$ 2,449.20
Skid Steer	31.00	HR	\$ 67.90	\$ 2,104.90
<b>Subtotal Stripping &amp; Grading</b>				<b>\$ 8,320.36</b>
<b>Markup</b>			<b>10%</b>	<b>\$ 832.04</b>
<b>Total Stripping &amp; Grading</b>				<b>\$ 9,152.40</b>
<b>MES Grate (Structure S-603):</b>				
Materials	1.00	LS	\$ 1,454.18	\$ 1,454.18
Installation	1.00	LS	\$ 438.90	\$ 438.90
<b>Total MES Grate</b>				<b>\$ 1,893.08</b>
<b>Markup</b>			<b>10%</b>	<b>\$ 189.31</b>
<b>Total MES Grate</b>				<b>\$ 2,082.39</b>
<b>Signage and Markings:</b>				
Fire Lane Access Signs (Contract Unit Price)	21.00	EA	\$ 438.75	\$ 9,213.75
Handicap Parking Sign (Contract Unit Price)	1.00	EA	\$ 555.75	\$ 555.75
<b>Subtotal Signage and Markings</b>				<b>\$ 9,769.50</b>
<b>Markup</b>			<b>0%</b>	<b>\$ -</b>
<b>Total Signage and Markings</b>				<b>\$ 9,769.50</b>
<b>Total</b>				<b>\$ 30,512.38</b>

*D.*

***Meadow View at Twin Creeks Community Development District***  
**9655 Florida Mining Blvd., Bldg. 300, Suite 305, Jacksonville, Florida 32257**

**Memorandum**

**Date:** April 23, 2020  
**To:** Meadow View at Twin Creeks Board of Supervisors  
Jim Oliver, Richard Whetsel  
**From:** Brian Stephens, Field Operations Manager  
Richard McGeveran Facility Manager  
**Re:** Meadow View at Twin Creeks CDD  
Monthly Operations Report

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

**Landscape/Irrigation:**

- Multiple irrigation repairs have been made.
- The irrigation well on Hutchinson has been repaired.
- New annual flowers have been installed.
- RMS is continuing to meet with Yellowstone bi-weekly to inspect the landscaping.

**Amenities:**

- RMS continues Pool and Janitorial Service three (3) days a week.
- RMS continues to pressure wash the pool furniture and facility weekly.
- The chemical controller for the competition pool was repaired.
- The hammock was repaired.
- New locks for the pool pump rooms have been added.
- Fitness Center and pool towels are available to residents during office hours.
- We continue with a laundry service for the used pool and fitness center towels.
- Weekly emails continue go out to residents to remind them of upcoming events, helpful reminders, etc.
- Beacon Lake Trivia Night was held on Friday March 6<sup>th</sup>, 2020 and was attended by 60 residents.
- Marytime Music for the toddler age group has been canceled due to COVID-19.
- A new television mount was purchased and installed in the Social Hall.

**Upcoming Events:**

- Food Truck Friday's have been planned through July 2020 but have been canceled due to COVID-19
- Beacon Lake Spring Break Campout March 21<sup>st</sup> was canceled due to COVID-19.
- "Springing into Easter" Celebration on April 4<sup>th</sup> with the band Be Easy was canceled due to COVID-19.
- Beacon Lake Easter Egg Painting March 12<sup>th</sup> was canceled due to COVID-19.
- Beacon Lake Bingo Night was canceled due to COVID-19.
- Beacon Lake Senior Social on March 25<sup>th</sup>, 2020 was canceled due to COVID-19.
- Memorial Day Summer Bash on May 30<sup>th</sup> with the band Be Easy was canceled due to COVID-19.
- Beacon Lake stroke and turn swimming clinic on with Coach Sean Abbey from The Bolles School and Elite Swim Academy on April 25<sup>th</sup> from 2-4pm was canceled due to COVID-19.
- Beacon Lake Safety Seminar with the St Johns County Sheriff's Office and Commander Kevin Cronin on April 7<sup>th</sup> at 6pm was canceled due to COVID-19.
- All points of entry on the property have been secured and proper signage has been placed at all entry points.
- The Facility manager continues to monitor emails and the property for vandalism.

**Community:**

- All of the storm drains are being cleaned monthly.
- All of the District Lakes are being policed monthly for trash.
- Children at Play signs have been installed throughout the community.
- RMS is continuing to meet monthly with Future Horizons to inspect all of the lakes.
- All of the wood sign posts along Beacon Lake Parkway have been repainted.

Should you have any questions or comments regarding the above information, please feel free to contact Brian Stephens at (904) 627-9271 or Rich Whetsel at (904)759-8923.

## *ELEVENTH ORDER OF BUSINESS*



*A.*

*Meadow View at Twin Creeks*  
*Community Development District*  
*Unaudited Financial Statements*  
*as of*  
*March 31, 2020*

**Meadow View at Twin Creeks**

**Community Development District**

**Combined Balance Sheet**

March 31, 2020

	<u>General</u>	<u>Debt Service</u>	<u>Capital Project</u>	<u>Totals</u>
<b><u>Assets:</u></b>				
Cash	\$152,873	---	---	\$152,873
Investments:				
Custody - US Bank	\$34,032	---	---	\$34,032
<b><u>Series 2016 A1</u></b>				
Reserve	---	\$133,736	---	\$133,736
Revenue	---	\$428,536	---	\$428,536
<b><u>Series 2016 A2</u></b>				
Revenue	---	\$28,980	---	\$28,980
Prepayment	---	\$204	---	\$204
Construction	---	---	\$356	\$356
<b><u>Series 2016 B</u></b>				
Reserve	---	\$133,050	---	\$133,050
Interest	---	\$28	---	\$28
Revenue	---	\$3	---	\$3
Prepayment	---	\$349	---	\$349
Construction	---	---	\$3,456	\$3,456
<b><u>Series 2018 A1</u></b>				
Reserve	---	\$184,314	---	\$184,314
Revenue	---	\$118,311	---	\$118,311
Construction	---	---	\$395	\$395
<b><u>Series 2018 A2</u></b>				
Reserve	---	\$156,288	---	\$156,288
Revenue	---	\$71,969	---	\$71,969
Prepayment	---	\$1,395,527	---	\$1,395,527
<b><u>Series 2019 A1</u></b>				
Reserve	---	\$77,572	---	\$77,572
Construction	---	---	\$5,586	\$5,586
<b><u>Series 2019 A2</u></b>				
Reserve	---	\$94,689	---	\$94,689
Prepayment	---	\$244	---	\$244
Due From Developer	---	---	\$601,651	\$601,651
Electric Deposits	\$3,385	---	---	\$3,385
Prepaid Expenses	\$4,342	---	---	\$4,342
<b>Total Assets</b>	<b>\$194,631</b>	<b>\$2,823,800</b>	<b>\$611,444</b>	<b>\$3,629,875</b>
<b><u>Liabilities:</u></b>				
Accounts Payable	\$25,819	---	---	\$25,819
Accrued Expenses	\$111	---	---	\$111
<b><u>Fund Balances:</u></b>				
Nonspendable	\$7,727	\$0	\$0	\$7,727
Restricted for Capital Projects	---	---	\$611,444	\$611,444
Restricted for Debt Service	---	\$2,823,800	---	\$2,823,800
Unassigned	\$160,974	---	---	\$160,974
<b>Total Liabilities &amp; Fund Equity</b>	<b>\$194,631</b>	<b>\$2,823,800</b>	<b>\$611,444</b>	<b>\$3,629,875</b>

# Meadow View at Twin Creeks

## Community Development District

### GENERAL FUND

#### Statement of Revenues & Expenditures

For the Period ending March 31, 2020

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/20</i>	<i>Actual Thru 03/31/20</i>	<i>Variance</i>
<b><u>REVENUES:</u></b>				
Developer Contributions	\$716,009	\$247,542	\$247,542	\$0
Assessments - Tax Roll	\$202,720	\$192,989	\$192,989	\$0
Assessments - Direct	\$170,111	\$89,734	\$89,734	\$0
Interest/Miscellaneous Income	\$0	\$0	\$37	\$37
Facility Revenue	\$0	\$0	\$1,250	\$1,250
<b>TOTAL REVENUES</b>	<b>\$1,088,840</b>	<b>\$530,265</b>	<b>\$531,552</b>	<b>\$1,287</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
Engineering	\$20,000	\$10,000	\$15,466	(\$5,466)
Attorney Fees	\$30,000	\$15,000	\$7,060	\$7,940
Annual Audit	\$3,800	\$1,000	\$1,000	\$0
Arbitrage	\$1,800	\$0	\$0	\$0
Assessment Roll	\$5,000	\$5,000	\$5,000	\$0
Dissemination	\$7,500	\$3,750	\$4,500	(\$750)
Trustee Fees	\$20,000	\$11,431	\$11,431	\$0
Management Fees	\$47,250	\$23,625	\$23,625	\$0
Information Technology	\$2,000	\$1,000	\$1,000	(\$0)
Website Compliance	\$1,200	\$600	\$0	\$600
Telephone	\$500	\$250	\$192	\$59
Postage	\$500	\$250	\$391	(\$141)
Insurance	\$9,000	\$9,000	\$5,750	\$3,250
Printing and Binding	\$4,000	\$2,000	\$1,285	\$715
Legal Advertising	\$3,000	\$1,500	\$673	\$827
Other Current Charges	\$2,500	\$1,250	\$223	\$1,027
Office Supplies	\$500	\$250	\$79	\$171
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
<b>ADMINISTRATIVE EXPENDITURES</b>	<b>\$158,725</b>	<b>\$86,081</b>	<b>\$77,850</b>	<b>\$8,231</b>
<b><u>AMENITY CENTER:</u></b>				
Utilities				
Telephone/Cable/Internet	\$9,200	\$4,600	\$4,357	\$243
Electric	\$40,000	\$20,000	\$16,745	\$3,255
Water/Irrigation	\$20,000	\$10,000	\$7,965	\$2,035
Gas	\$1,500	\$750	\$820	(\$70)
Trash Removal	\$6,000	\$3,000	\$1,004	\$1,996
Security				
Security Monitoring	\$1,331	\$666	\$1,133	(\$468)
Access Cards	\$3,000	\$1,500	\$313	\$1,188
Contracted Security	\$20,000	\$10,000	\$0	\$10,000
Management Contracts				
Facility Management	\$125,000	\$62,500	\$30,000	\$32,500
Pool Attendants	\$48,000	\$24,000	\$0	\$24,000
Canoe Launch Attendant	\$28,800	\$14,400	\$0	\$14,400
Snack Bar Attendant	\$16,640	\$8,320	\$0	\$8,320
Field Mgmt / Admin	\$25,000	\$12,500	\$10,000	\$2,500
Pool Maintenance	\$30,000	\$15,000	\$8,410	\$6,590
Pool Chemicals	\$15,000	\$7,500	\$3,930	\$3,570

# Meadow View at Twin Creeks

## Community Development District

### GENERAL FUND

#### Statement of Revenues & Expenditures

For the Period ending March 31, 2020

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/20</i>	<i>Actual Thru 03/31/20</i>	<i>Variance</i>
<b>AMENITY CENTER CONTINUED</b>				
Janitorial	\$15,540	\$7,770	\$7,935	(\$165)
Facility Maintenance	\$15,000	\$7,500	\$6,154	\$1,346
Repairs & Maintenance	\$10,000	\$5,000	\$17,713	(\$12,713)
Capital Projects	\$12,000	\$6,000	\$1,206	\$4,794
Snack Bar Inventory- CGS	\$1,000	\$1,000	\$526	\$474
Food Service License	\$500	\$250	\$250	\$0
Rental and Leases	\$27,691	\$13,846	\$13,846	(\$0)
Subscriptions	\$12,000	\$6,000	\$2,988	\$3,012
Pest Control	\$2,280	\$1,140	\$1,140	\$0
Supplies	\$2,000	\$1,004	\$1,004	\$0
Towel/Linen Service	\$0	\$0	\$481	(\$481)
Furniture, Fixtures & Equipment	\$0	\$0	\$3,370	(\$3,370)
Special Events	\$30,000	\$17,474	\$17,474	\$0
Holiday Decorations	\$9,000	\$4,500	\$0	\$4,500
Fitness Center Repairs/Supplies	\$2,000	\$1,000	\$1,227	(\$227)
Office Supplies	\$2,000	\$1,000	\$270	\$730
ASCAP/BMI Licenses	\$1,000	\$500	\$0	\$500
Property Insurance	\$30,000	\$30,000	\$33,867	(\$3,867)
<b>AMENITY CENTER EXPENDITURES</b>	<b>\$561,482</b>	<b>\$298,719</b>	<b>\$194,127</b>	<b>\$104,592</b>
<b><u>GROUND MAINTENANCE EXPENDITURES</u></b>				
Hydrology Quality/Mitigation	\$6,400	\$3,200	\$0	\$3,200
Electric	\$15,000	\$7,500	\$4,027	\$3,473
Landscape Maintenance	\$187,846	\$93,923	\$100,271	(\$6,348)
Landscape Contingency	\$25,000	\$12,500	\$28,038	(\$15,538)
Lake Maintenance	\$10,800	\$5,400	\$4,500	\$900
Grounds Maintenance	\$12,000	\$6,000	\$1,735	\$4,265
Pump Repairs	\$5,000	\$2,500	\$12,612	(\$10,112)
Streetlighting	\$22,000	\$11,000	\$9,939	\$1,061
Streetlight Repairs	\$5,000	\$2,500	\$0	\$2,500
Irrigation Repairs	\$7,500	\$3,750	\$4,941	(\$1,191)
Miscellaneous	\$5,000	\$2,500	\$74	\$2,426
Contingency	\$67,086	\$33,543	\$4,913	\$28,630
<b>GROUNDS MAINTENANCE EXPENDITURES</b>	<b>\$368,633</b>	<b>\$184,316</b>	<b>\$171,050</b>	<b>\$13,267</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,088,840</b>	<b>\$569,116</b>	<b>\$443,026</b>	<b>\$126,090</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>		<b>\$88,526</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$0</b>		<b>\$80,175</b>	
<b>FUND BALANCE - Ending</b>	<b>\$0</b>		<b>\$168,701</b>	

**Meadow View at Twin Creeks**  
**Community Development District**  
**General Fund**  
*Month By Month Income Statement*  
*Fiscal Year 2020*

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><u>Revenues:</u></b>													
Developer Contributions	\$61,988	\$54,335	\$80,379	\$50,840	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$247,542
Assessments - Tax Roll	\$0	\$4,775	\$78,184	\$108,675	\$0	\$1,354	\$0	\$0	\$0	\$0	\$0	\$0	\$192,989
Assessments - Direct	\$42,528	\$0	\$42,528	\$1,183	\$2,258	\$1,237	\$0	\$0	\$0	\$0	\$0	\$0	\$89,734
Interest/Miscellaneous Income	\$2	\$2	\$2	\$7	\$10	\$14	\$0	\$0	\$0	\$0	\$0	\$0	\$37
Facility Revenue	\$0	\$750	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,250
<b>Total Revenues</b>	<b>\$104,518</b>	<b>\$59,863</b>	<b>\$201,093</b>	<b>\$161,205</b>	<b>\$2,269</b>	<b>\$2,605</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$531,552</b>
<b><u>Expenditures:</u></b>													
<b><u>Administrative</u></b>													
Engineering	\$1,691	\$2,989	\$4,511	\$0	\$6,275	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,466
Attorney Fees	\$1,081	\$576	\$0	\$1,285	\$4,119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,060
Annual Audit	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assesment Roll	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Dissemination	\$625	\$625	\$625	\$875	\$625	\$1,125	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500
Trustee Fees	\$0	\$0	\$0	\$11,431	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,431
Management Fees	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$3,938	\$0	\$0	\$0	\$0	\$0	\$0	\$23,625
Information Technology	\$167	\$167	\$167	\$167	\$167	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
Telephone	\$27	\$32	\$16	\$91	\$0	\$25	\$0	\$0	\$0	\$0	\$0	\$0	\$192
Postage	\$5	\$9	\$12	\$71	\$67	\$228	\$0	\$0	\$0	\$0	\$0	\$0	\$391
Insurance	\$5,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,750
Printing and Binding	\$212	\$202	\$309	\$15	\$302	\$245	\$0	\$0	\$0	\$0	\$0	\$0	\$1,285
Legal Advertising	\$85	\$85	\$341	\$81	\$81	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$673
Other Current Charges	\$113	\$185	\$142	\$138	\$138	(\$492)	\$0	\$0	\$0	\$0	\$0	\$0	\$223
Office Supplies	\$13	\$16	\$16	\$1	\$19	\$16	\$0	\$0	\$0	\$0	\$0	\$0	\$79
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
<b>Total Administrative Expenditures</b>	<b>\$19,382</b>	<b>\$9,322</b>	<b>\$10,075</b>	<b>\$18,091</b>	<b>\$15,728</b>	<b>\$5,250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$77,850</b>
<b><u>Amenity Center</u></b>													
Telephone	\$727	\$722	\$722	\$729	\$729	\$729	\$0	\$0	\$0	\$0	\$0	\$0	\$4,357
Electric	\$2,970	\$2,721	\$2,650	\$2,769	\$2,758	\$2,877	\$0	\$0	\$0	\$0	\$0	\$0	\$16,745
Water/Irrigation	\$2,364	\$648	\$1,211	\$918	\$1,222	\$1,602	\$0	\$0	\$0	\$0	\$0	\$0	\$7,965
Gas	\$214	\$52	\$242	\$117	\$17	\$176	\$0	\$0	\$0	\$0	\$0	\$0	\$820
Trash Removal	\$114	\$180	\$180	\$180	\$172	\$179	\$0	\$0	\$0	\$0	\$0	\$0	\$1,004
Security Monitoring	\$111	\$111	\$111	\$578	\$111	\$111	\$0	\$0	\$0	\$0	\$0	\$0	\$1,133
Access Cards	\$0	\$0	\$313	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$313
Contracted Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Management	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$30,000
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	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$1,667	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000
Pool Maintenance	\$1,365	\$1,365	\$1,365	\$1,365	\$1,585	\$1,365	\$0	\$0	\$0	\$0	\$0	\$0	\$8,410
Pool Chemicals	\$885	\$885	\$600	\$0	\$1,200	\$360	\$0	\$0	\$0	\$0	\$0	\$0	\$3,930
Janitorial	\$1,295	\$1,295	\$1,295	\$1,295	\$1,441	\$1,315	\$0	\$0	\$0	\$0	\$0	\$0	\$7,935
Facility Maintenance	\$1,020	\$1,143	\$0	\$3,413	\$478	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$6,154

**Meadow View at Twin Creeks**  
**Community Development District**  
**General Fund**  
*Month By Month Income Statement*  
*Fiscal Year 2020*

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<b><i>Amenity Center Continued</i></b>													
Repairs & Maintenance	\$2,025	\$3,194	\$3,419	\$515	\$6,361	\$2,200	\$0	\$0	\$0	\$0	\$0	\$0	\$17,713
New Capital Projects	\$0	\$0	\$0	\$0	\$543	\$663	\$0	\$0	\$0	\$0	\$0	\$0	\$1,206
Snack Bar Inventory- CGS	\$0	\$272	\$153	\$102	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$526
Food Service License	\$0	\$0	\$0	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250
Rental and Leases	\$2,308	\$2,308	\$2,308	\$2,308	\$2,308	\$2,308	\$0	\$0	\$0	\$0	\$0	\$0	\$13,846
Subscriptions	\$0	\$0	\$0	\$0	\$0	\$2,988	\$0	\$0	\$0	\$0	\$0	\$0	\$2,988
Pest Control	\$190	\$190	\$190	\$190	\$190	\$190	\$0	\$0	\$0	\$0	\$0	\$0	\$1,140
Supplies	\$0	\$1,004	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,004
Towel/Linen Service	\$67	\$66	\$123	\$116	\$109	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$481
Furniture, Fixtures & Equipment	\$0	\$3,370	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,370
Special Events	\$2,839	\$8,278	\$5,412	\$0	\$0	\$945	\$0	\$0	\$0	\$0	\$0	\$0	\$17,474
Holiday Decorations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fitness Center Repairs/Supplies	\$250	\$345	\$450	\$80	\$51	\$51	\$0	\$0	\$0	\$0	\$0	\$0	\$1,227
Office Supplies	\$0	\$0	\$0	\$260	\$0	\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$270
ASCAP/BMI Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Property Insurance	\$33,212	\$0	\$0	\$0	\$655	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,867
<b>Total Amenity Center Expenditures</b>	<b>\$58,622</b>	<b>\$34,814</b>	<b>\$27,409</b>	<b>\$21,852</b>	<b>\$26,595</b>	<b>\$24,835</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$194,127</b>
<b><i>Ground Maintenance Expenditures</i></b>													
Hydrology Quality/Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$987	\$708	\$574	\$630	\$561	\$567	\$0	\$0	\$0	\$0	\$0	\$0	\$4,027
Landscape Maintenance	\$22,001	\$15,654	\$15,654	\$15,654	\$15,654	\$15,654	\$0	\$0	\$0	\$0	\$0	\$0	\$100,271
Landscape Contingency	\$0	\$5,570	\$14,600	\$7,008	\$0	\$860	\$0	\$0	\$0	\$0	\$0	\$0	\$28,038
Lake Maintenance	\$900	\$900	\$900	\$900	\$900	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500
Grounds Maintenance	\$996	\$367	\$154	\$218	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,735
Pump Repairs	\$0	\$0	\$0	\$160	\$0	\$12,452	\$0	\$0	\$0	\$0	\$0	\$0	\$12,612
Streetlights	\$1,656	\$1,645	\$1,656	\$1,681	\$1,650	\$1,650	\$0	\$0	\$0	\$0	\$0	\$0	\$9,939
Streetlight Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Repairs	\$2,617	\$0	\$69	\$1,737	\$0	\$518	\$0	\$0	\$0	\$0	\$0	\$0	\$4,941
Miscellaneous	\$0	\$0	\$25	\$49	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$74
Contingency	\$762	\$1,712	\$2,439	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,913
<b>Total Administrative</b>	<b>\$29,919</b>	<b>\$26,556</b>	<b>\$36,072</b>	<b>\$28,037</b>	<b>\$18,765</b>	<b>\$31,701</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$171,050</b>
<b>Total Expenses</b>	<b>\$107,923</b>	<b>\$70,693</b>	<b>\$73,556</b>	<b>\$67,979</b>	<b>\$61,088</b>	<b>\$61,787</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$443,026</b>
<b>Excess Revenues (Expenditures)</b>	<b>(\$3,405)</b>	<b>(\$10,830)</b>	<b>\$127,537</b>	<b>\$93,226</b>	<b>(\$58,820)</b>	<b>(\$59,182)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$88,526</b>

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

<i>Funding Request #</i>	<i>Date of Request</i>	<i>Check Date Received Developer</i>	<i>Check Amount Developer</i>	<i>Requested Funding Amount FY 2019</i>	<i>Requested Funding Amount FY 2020</i>	<i>Balance Due From Developer</i>
30	9/11/18	1/23/19	\$34,148.68	\$34,148.68	\$0.00	\$0.00
31	10/10/18	1/23/19	\$14,973.18	\$14,973.18	\$0.00	\$0.00
32	11/7/18	12/21/18	\$31,919.36	\$31,919.36	\$0.00	\$0.00
33	12/12/18	1/2/19	\$35,012.39	\$35,012.39	\$0.00	\$0.00
34	1/10/19	2/4/19	\$69,696.10	\$69,696.10	\$0.00	\$0.00
35	2/12/19	3/19/19	\$95,825.53	\$95,825.53	\$0.00	\$0.00
36	6/10/19	7/10/19	\$19,859.03	\$19,859.03	\$0.00	\$0.00
37	7/10/19	8/14/19	\$51,288.97	\$51,288.97	\$0.00	\$0.00
38	8/6/19	8/29/19	\$70,913.54	\$70,913.54	\$0.00	\$0.00
39	9/16/19	10/2/19	\$100,857.69	\$61,895.69	\$38,962.00	\$0.00
40	10/10/19	11/7/19	\$59,050.67	\$36,025.08	\$23,025.59	\$0.00
41	11/13/19	12/10/19	\$54,592.27	\$257.27	\$54,335.00	\$0.00
42	12/11/19	1/29/20	\$87,001.27	\$6,622.02	\$80,379.25	\$0.00
43	1/7/20	1/29/20	\$50,840.10	\$0.00	\$50,840.10	\$0.00
TOTAL			\$775,978.78	\$528,436.84	\$247,541.94	\$0.00



# Meadow View at Twin Creeks

## Community Development District

### Debt Service Fund Series 2016 A1 & A2

### Statement of Revenues & Expenditures

For the Period ending March 31, 2020

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/20</i>	<i>Actual Thru 03/31/20</i>	<i>Variance</i>
<b><u>REVENUES:</u></b>				
<i>Special Assessments - 2016 A1</i>	\$443,376	\$422,082	\$422,082	\$0
<i>Interest Income</i>	\$1,000	\$500	\$255	(\$245)
<b><i>TOTAL REVENUES</i></b>	<b>\$444,376</b>	<b>\$422,582</b>	<b>\$422,337</b>	<b>(\$245)</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>Series 2016 A1</u></b>				
<i>Interest Expense - 11/01</i>	\$166,763	\$166,763	\$166,763	\$0
<i>Interest Expense - 05/01</i>	\$166,763	\$0	\$0	\$0
<i>Principal Expense - 05/01</i>	\$110,000	\$0	\$0	\$0
<b><i>TOTAL EXPENDITURES</i></b>	<b>\$443,525</b>	<b>\$166,763</b>	<b>\$166,763</b>	<b>\$0</b>
<b><u>OTHER SOURCES/(USES)</u></b>				
<i>Interfund Transfer In/(Out)</i>	\$0	\$0	\$0	\$0
<b><i>TOTAL OTHER SOURCES AND USES</i></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	<b>\$851</b>		<b>\$255,574</b>	
<b><i>FUND BALANCE - Beginning</i></b>	<b>\$202,329</b>		<b>\$335,882</b>	
<b><i>FUND BALANCE - Ending</i></b>	<b>\$203,180</b>		<b>\$591,456</b>	

# Meadow View at Twin Creeks

## Community Development District

### Debt Service Fund Series 2016 B

#### Statement of Revenues & Expenditures

For the Period ending March 31, 2020

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/20</i>	<i>Actual Thru 03/31/20</i>	<i>Variance</i>
<b><u>REVENUES:</u></b>				
<i>Special Assessments - 2016 B</i>	\$274,800	\$0	\$0	\$0
<i>Special Assessments - Prepayments</i>	\$0	\$0	\$0	\$0
<i>Interest Income</i>	\$600	\$300	\$152	(\$148)
<b><i>TOTAL REVENUES</i></b>	<b>\$275,400</b>	<b>\$300</b>	<b>\$152</b>	<b>(\$148)</b>
<b><u>EXPENDITURES:</u></b>				
<i>Interest Expense - 11/01</i>	\$137,400	\$137,400	\$137,400	\$0
<i>Principal Expense - 11/1 (Prepayment)</i>	\$0	\$0	\$145,000	(\$145,000)
<i>Interest Expense - 12/15</i>	\$0	\$0	\$0	\$0
<i>Principal Expense - 2/2 (Prepayment)</i>	\$0	\$0	\$5,000	(\$5,000)
<i>Interest Expense - 2/2</i>	\$0	\$0	\$75	(\$75)
<i>Interest Expense - 05/01</i>	\$137,400	\$0	\$0	\$0
<b><i>TOTAL EXPENDITURES</i></b>	<b>\$274,800</b>	<b>\$137,400</b>	<b>\$287,475</b>	<b>(\$150,075)</b>
<b><u>OTHER SOURCES/(USES)</u></b>				
<i>Interfund Transfer In/(Out)</i>	\$0	\$0	(\$144)	(\$144)
<b><i>TOTAL OTHER SOURCES AND USES</i></b>	<b>\$0</b>	<b>\$0</b>	<b>(\$144)</b>	<b>(\$144)</b>
<b><i>EXCESS REVENUES (EXPENDITURES)</i></b>	<b>\$600</b>		<b>(\$287,466)</b>	
<b><i>FUND BALANCE - Beginning</i></b>	<b>\$138,886</b>		<b>\$420,896</b>	
<b><i>FUND BALANCE - Ending</i></b>	<b>\$139,486</b>		<b>\$133,430</b>	

# Meadow View at Twin Creeks

## Community Development District

Debt Service Fund Series 2018 A1/A2

Statement of Revenues & Expenditures

For the Period ending March 31, 2020

	<i>Proposed Budget</i>	<i>Prorated Thru 03/31/20</i>	<i>Actual Thru 03/31/20</i>	<i>Variance</i>
<b><u>REVENUES:</u></b>				
Assessments Direct - 2018 A1	\$612,550	\$118,305	118,305.42	\$0
Assessments Direct - 2018 A2	\$520,960	\$100,616	100,616.23	\$0
Interest Income	\$1,500	\$750	\$460	(\$290)
Prepayments	\$0	\$0	\$1,365,131	\$1,365,131
<b>TOTAL REVENUES</b>	<b>\$1,135,010</b>	<b>\$219,672</b>	<b>\$1,584,512</b>	<b>\$1,364,841</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>2018 A1</u></b>				
Interest Expense - 11/01	\$241,425	\$241,425	\$241,425	\$0
Interest Expense - 05/01	\$130,000	\$0	\$0	\$0
Principal Expense - 05/01	\$0	\$0	\$0	\$0
<b><u>2018 A2</u></b>				
Interest Expense - 11/01	\$210,980	\$210,980	\$210,980	\$0
Interest Expense - 05/01	\$100,000	\$0	\$0	\$0
Principal Expense - 05/01	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$1,134,810</b>	<b>\$452,405</b>	<b>\$452,405</b>	<b>\$0</b>
<b><u>OTHER SOURCES/(USES)</u></b>				
Interfund Transfer In/(Out)	\$0	\$0	(\$119)	(\$119)
<b>TOTAL OTHER SOURCES AND USES</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$119)</b>	<b>(\$119)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$200</b>		<b>\$1,131,989</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$453,126</b>		<b>\$794,420</b>	
<b>FUND BALANCE - Ending</b>	<b>\$453,326</b>		<b>\$1,926,409</b>	

# Meadow View at Twin Creeks

## Community Development District

Debt Service Fund Series 2019 A1/A2

Statement of Revenues & Expenditures

For the Period ending March 31, 2020

	<i>Adopted Budget</i>	<i>Prorated Thru 03/31/20</i>	<i>Actual Thru 03/31/20</i>	<i>Variance</i>
<b><u>REVENUES:</u></b>				
Assessments - Direct 2019 A1	\$257,360	\$0	\$0	\$0
Assessments - Direct 2019 A2	\$315,630	\$0	\$0	\$0
Interest Income	\$500	\$250	\$195	(\$55)
Prepayments	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$573,490</b>	<b>\$250</b>	<b>\$195</b>	<b>(\$55)</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>2019 A1</u></b>				
Interest Expense - 11/01	\$103,490	\$103,490	\$103,490	\$0
Interest Expense - 05/01	\$103,490	\$0	\$0	\$0
Principal Expense - 05/01	\$50,000	\$0	\$0	\$0
Principal Expense - 05/01 (Prepayment)	\$0	\$0	\$0	\$0
Other Debt Service Costs	\$0	\$0	\$0	\$0
<b><u>2019 A2</u></b>				
Interest Expense - 11/01	\$129,050	\$129,050	\$129,050	\$0
Interest Expense - 05/01	\$129,050	\$0	\$0	\$0
Principal Expense - 05/01	\$55,000	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$570,080</b>	<b>\$232,540</b>	<b>\$232,540</b>	<b>\$0</b>
<b><u>OTHER SOURCES/(USES)</u></b>				
Interfund Transfer In/(Out)	\$0	\$0	(\$72)	(\$72)
<b>TOTAL OTHER SOURCES AND USES</b>	<b>\$0</b>	<b>\$0</b>	<b>(\$72)</b>	<b>(\$72)</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$3,410</b>		<b>(\$232,417)</b>	
<b>FUND BALANCE - Beginning</b>	<b>\$232,540</b>		<b>\$404,922</b>	
<b>FUND BALANCE - Ending</b>	<b>\$235,950</b>		<b>\$172,505</b>	

# Meadow View at Twin Creeks

## Community Development District

### Capital Projects Funds

#### Statement of Revenues & Expenditures

For the Period ending March 31, 2020

	Series 2016 A1/A2	Series 2016 B	Series 2018	Series 2019
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$1	0.25	\$774
Developer Contributions	\$0	\$0	\$0	\$7,862,286
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$1</b>	<b>\$0</b>	<b>\$7,863,060</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	(\$2,193)	\$0	\$6,654,244
Cost of Issuance	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>(\$2,193)</b>	<b>\$0</b>	<b>\$6,654,244</b>
<b><u>OTHER SOURCES/(USES)</u></b>				
Interfund Transfer In (Out)	\$0	\$144	\$119	\$72
<b>TOTAL OTHER SOURCES/(USES)</b>	<b>\$0</b>	<b>\$144</b>	<b>\$119</b>	<b>\$72</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$0</b>	<b>\$2,338</b>	<b>\$119</b>	<b>\$1,208,888</b>
<b>FUND BALANCE - Beginning</b>	<b>\$356</b>	<b>\$1,118</b>	<b>\$276</b>	<b>(\$601,651)</b>
<b>FUND BALANCE - Ending</b>	<b>\$356</b>	<b>\$3,456</b>	<b>\$395</b>	<b>\$607,236.80</b>

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

<b>Series 2016 A1 Special Assessment Bonds</b>	
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:	\$133,735.87
Bonds outstanding - 10/26/2016	\$6,640,000
Less: May 1, 2017	\$0
Less: May 1, 2018	(\$100,000)
Less: May 1, 2019	(\$105,000)
Current Bonds Outstanding	\$6,435,000

<b>Series 2016 B Special Assessment Bonds</b>	
Interest Rate:	6.00%
Maturity Date:	11/1/26
Reserve Fund Definition:	6 months of Interest
Reserve Fund Requirement:	\$132,900.00
Reserve Balance:	\$133,050.00
Bonds outstanding - 10/26/2016	\$9,405,000
Less: May 1, 2017	\$0
Less: December 15, 2018 (Prepayment)	(\$3,400,000)
Less: March 21, 2019 (Prepayment)	(\$1,425,000)
Less: November 11, 2019 (Prepayment)	(\$145,000)
Less: February 2, 2020 (Prepayment)	(\$5,000)
Current Bonds Outstanding	\$4,430,000

<b>Series 2018 A1 Special Assessment Bonds</b>	
Interest Rate:	4.25%-5.8%
Maturity Date:	5/1/49
Reserve Fund Definition:	30% of MADS
Reserve Fund Requirement:	\$183,765.00
Reserve Balance:	\$184,313.66
Bonds outstanding - 11/19/2018	\$8,955,000
Current Bonds Outstanding	\$8,955,000

<b>Series 2018 A2 Special Assessment Bonds</b>	
Interest Rate:	5.60%-5.80%
Maturity Date:	5/1/49
Reserve Fund Definition:	30% of MADS
Reserve Fund Requirement:	\$156,288.00
Reserve Balance:	\$156,288.00
Bonds outstanding - 11/19/2018	\$7,535,000
Current Bonds Outstanding	\$7,535,000

<b>Series 2019 A1 Special Assessment Bonds</b>	
Interest Rate:	5.20%-5.70%
Maturity Date:	5/1/49
Reserve Fund Definition:	30% of MADS
Reserve Fund Requirement:	\$77,208.00
Reserve Balance:	\$77,571.89
Bonds outstanding - 2/25/2019	\$3,660,000
Current Bonds Outstanding	\$3,660,000

<b>Series 2019 A2 Special Assessment Bonds</b>	
Interest Rate:	5.80%
Maturity Date:	5/1/49
Reserve Fund Definition:	30% of MADS
Reserve Fund Requirement:	\$94,689.00
Reserve Balance:	\$94,689.00
Bonds outstanding - 2/25/2019	\$4,450,000
Current Bonds Outstanding	\$4,450,000

*B.*

# MEADOWVIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

## FISCAL YEAR 2020 ASSESSMENT RECEIPTS

ASSESSED	# UNITS	SERIES 2016A 1 DEBT SERVICE NET	SERIES 2016B DEBT SERVICE NET	SERIES 2018A 1 DEBT SERVICE NET	SERIES 2018A 2 DEBT SERVICE NET	SERIES 2019A 1 DEBT SERVICE NET	SERIES 2019- 2 DEBT SERVICE NET	FY20 O&M NET	TOTAL ASSESSED
HEARTWOOD 23 LLC	1,174	-	274,800.00	612,550.00	520,960.00	257,360.00	315,630.00	170,111.18	2,151,411.18
<b>TOTAL DIRECT INVOICE</b>	<b>1,174</b>	<b>-</b>	<b>274,800.00</b>	<b>612,550.00</b>	<b>520,960.00</b>	<b>257,360.00</b>	<b>315,630.00</b>	<b>170,111.18</b>	<b>2,151,411.18</b>
<b>TAX ROLL ASSESSED</b>	<b>302</b>	<b>443,364.15</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>202,719.93</b>	<b>646,084.08</b>
<b>TOTAL ASSESSED</b>	<b>1,476</b>	<b>443,364.15</b>	<b>274,800.00</b>	<b>612,550.00</b>	<b>520,960.00</b>	<b>257,360.00</b>	<b>315,630.00</b>	<b>372,831.11</b>	<b>2,797,495.26</b>

DUE / RECEIVED	BALANCE DUE	SERIES 2016A 1 DEBT SERVICE RECEIVED	SERIES 2016B DEBT SERVICE RECEIVED	SERIES 2018A 1 DEBT SERVICE RECEIVED	SERIES 2018A 2 DEBT SERVICE RECEIVED	SERIES 2019A 1 DEBT SERVICE RECEIVED	SERIES 2019- 2 DEBT SERVICE RECEIVED	O&M RECEIVED	TOTAL RECEIVED
HEARTWOOD 23 LLC	777,202.78	-	137,400.00	397,107.50	339,674.00	167,284.00	205,159.50	127,583.40	1,374,208.40
<b>DIRECT RECEIPTS</b>	<b>777,202.78</b>	<b>-</b>	<b>137,400.00</b>	<b>397,107.50</b>	<b>339,674.00</b>	<b>167,284.00</b>	<b>205,159.50</b>	<b>127,583.40</b>	<b>1,374,208.40</b>
<b>TAX ROLL RECEIPTS</b>	<b>30,705.96</b>	<b>422,292.71</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>193,085.41</b>	<b>615,378.12</b>
<b>TOTAL RECEIPTS</b>	<b>807,908.74</b>	<b>422,292.71</b>	<b>137,400.00</b>	<b>397,107.50</b>	<b>339,674.00</b>	<b>167,284.00</b>	<b>205,159.50</b>	<b>320,668.81</b>	<b>1,989,586.52</b>

### TAX ROLL RECEIPTS

DISTRIBUTION	DATE	SERIES 2016A 1 DEBT SERVICE RECEIVED	SERIES 2016B DEBT SERVICE RECEIVED	SERIES 2018A 1 DEBT SERVICE RECEIVED	SERIES 2018A 2 DEBT SERVICE RECEIVED	SERIES 2019A 1 DEBT SERVICE RECEIVED	SERIES 2019- 2 DEBT SERVICE RECEIVED	O&M RECEIVED	TOTAL RECEIVED
1	11/19/2019	5,874.96	-	-	-	-	-	2,686.21	8,561.17
2	11/25/2019	-	-	-	-	-	-	-	-
3	11/26/2019	4,569.42	-	-	-	-	-	2,089.28	6,658.70
4	12/13/2019	28,214.31	-	-	-	-	-	12,900.47	41,114.78
5 (11/26-12/6)	12/19/2019	142,780.56	-	-	-	-	-	65,283.73	208,064.29
6 (11/2-11/3)	1/14/2020	145,133.45	-	-	-	-	-	66,359.55	211,493.00
7 (11/9-12/31)	1/29/2020	92,103.09	-	-	-	-	-	42,112.41	134,215.50
INTEREST (10/1-12/31)	1/30/2020	444.31	-	-	-	-	-	203.15	647.46
8 (1/1-1/30)	3/30/2020	2,961.66	-	-	-	-	-	1,354.17	4,315.83
INTEREST	4/14/2020	210.94	-	-	-	-	-	96.45	307.39
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-
<b>TOTAL TAX ROLL RECEIPTS</b>		<b>422,292.71</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>193,085.41</b>	<b>615,378.12</b>

DIRECT INVOICE INSTALLMENTS DUE 10/1/19, 1/1/20, 4/1/20, 7/1/20 FOR O&M AND 4/15/20, 10/15/20 FOR D/S

THERE IS AN ADDITIONAL \$716,009 DUE FOR DEVELOPER CONTRIBUTION

PERCENT COLLECTED DIRECT	0%	50%	65%	65%	65%	65%	75.0%	63.9%
PERCENT COLLECTED TAX ROLL	95%	0%	0%	0%	0%	0%	95.2%	95.2%
PERCENT COLLECTED TOTAL	95%	50%	65%	65%	65%	65%	86.0%	71.1%



*C.*

*Meadow View at Twin Creeks  
Community Development District*

*Check Run Summary*

*2/1/20 - 2/29/20*

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<i>General Fund</i>		
<i>2/3/20</i>	<i>530-554</i>	<i>\$998,182.43</i>
<i>2/7/20</i>	<i>555-557</i>	<i>\$7,666.03</i>
<i>2/13/20</i>	<i>558-562</i>	<i>\$4,996.76</i>
<i>2/18/20</i>	<i>563-564</i>	<i>\$24,048.00</i>
<i>2/21/20</i>	<i>565-574</i>	<i>\$24,242.12</i>
<i>2/27/20</i>	<i>575-580</i>	<i>\$3,088.35</i>
<i>2/28/20</i>	<i>581</i>	<i>\$1,500.00</i>
<i>Total Checks</i>		<i>\$1,063,723.69</i>
<i>Autopayments</i>		
<i>2/5/20</i>	<i>Republic Services</i>	<i>\$1,211.39</i>
<i>2/18/20</i>	<i>St Johns County Utility Dept</i>	<i>\$1,221.98</i>
<i>2/18/20</i>	<i>Comcast</i>	<i>\$728.79</i>
<i>2/28/20</i>	<i>Wells Fargo Credit Card</i>	<i>\$1,036.97</i>
<i>2/26/20</i>	<i>FPL</i>	<i>\$4,968.76</i>
<i>Total Paid Electronically</i>		<i>\$9,167.89</i>
<i>Total General Fund</i>		<i>\$1,072,891.58</i>

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/03/20	00016	1/02/20 REQ148 CFR #4	202001 300-13100-10100 REQ #148	ECS FLORIDA, LLC	*	940.50	940.50 000530
2/03/20	00016	1/06/20 REQ149 CFR #4	202001 300-13100-10100 REQ #149	ECS FLORIDA, LLC	*	852.50	852.50 000531
2/03/20	00060	11/22/19 REQ150 CFR #4	202001 300-13100-10100 REQ 150	HUGHES BROTHERS CONSTRUCTION INC	*	134,129.63	134,129.63 000532
2/03/20	00019	12/31/19 REQ166 CFR #5	202001 300-13100-10100 REQ #166	CLARY & ASSOCIATES, INC.	*	550.00	550.00 000533
2/03/20	00019	12/31/19 REQ167 CFR #5	202001 300-13100-10100 REQ #167	CLARY & ASSOCIATES, INC.	*	1,050.00	1,050.00 000534
2/03/20	00019	12/31/19 REQ168 CFR #5	202001 300-13100-10100 REQ #168	CLARY & ASSOCIATES, INC.	*	2,250.00	2,250.00 000535
2/03/20	00019	12/31/19 REQ170 CFR #5	202001 300-13100-10100 REQ #170	CLARY & ASSOCIATES, INC.	*	1,500.00	1,500.00 000536
2/03/20	00019	12/31/19 REQ170 CFR #5	202001 300-13100-10100 REQ #170	CLARY & ASSOCIATES, INC.	V	1,500.00-	.00 000536
2/03/20	00019	12/31/19 REQ171 CFR #5	202001 300-13100-10100 REQ #171	CLARY & ASSOCIATES, INC.	*	1,500.00	1,500.00 000537
2/03/20	00019	12/31/19 REQ172 CFR #5	202001 300-13100-10100 REQ #172	CLARY & ASSOCIATES, INC.	*	1,500.00	1,500.00 000538
2/03/20	00016	1/02/20 REQ153 CFR #5	202001 300-13100-10100 REQ #153	ECS FLORIDA, LLC	*	940.50	940.50 000539
2/03/20	00016	1/06/20 REQ152 CFR #5	202001 300-13100-10100 REQ #152	ECS FLORIDA, LLC	*	852.50	852.50 000540

MVTP MEADOW VIEW TP BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/03/20	00005	1/10/20 REQ159 CFR #5	202001 300-13100-10100 REQ #159	ENGLAND THIMS & MILLER, INC	*	3,998.23	3,998.23 000541
2/03/20	00005	1/10/20 REQ160 CFR #5	202001 300-13100-10100 REQ #160	ENGLAND THIMS & MILLER, INC	*	5,124.86	5,124.86 000542
2/03/20	00005	1/10/20 REQ161 CFR #5	202001 300-13100-10100 REQ #161	ENGLAND THIMS & MILLER, INC	*	17,224.05	17,224.05 000543
2/03/20	00005	1/10/20 REQ162 CFR #5	202001 300-13100-10100 REQ #162	ENGLAND THIMS & MILLER, INC	*	1,500.00	1,500.00 000544
2/03/20	00005	1/10/20 REQ163 CFR #5	202001 300-13100-10100 REQ #163	ENGLAND THIMS & MILLER, INC	*	3,750.00	3,750.00 000545
2/03/20	00005	1/10/20 REQ164 CFR #5	202001 300-13100-10100 REQ #164	ENGLAND THIMS & MILLER, INC	*	2,775.00	2,775.00 000546
2/03/20	00005	1/10/20 REQ165 CFR #5	202001 300-13100-10100 REQ #165	ENGLAND THIMS & MILLER, INC	*	4,528.00	4,528.00 000547
2/03/20	00066	12/21/19 REQ151 CFR #5	202001 300-13100-10100 REQ #151	ENVIRONMENTAL RESOURCE SOLUTIONS	*	1,038.75	1,038.75 000548
2/03/20	00060	5/24/19 REQ59 CFR #5	202001 300-13100-10100 REQ #59	HUGHES BROTHERS CONSTRUCTION INC	*	56,207.08	56,207.08 000549
2/03/20	00060	12/18/19 REQ154 CFR #5	202001 300-13100-10100 REQ #154	HUGHES BROTHERS CONSTRUCTION INC	*	373,424.13	373,424.13 000550
2/03/20	00060	12/18/19 REQ155 CFR #5	202001 300-13100-10100 REQ #155	HUGHES BROTHERS CONSTRUCTION INC	*	30,383.81	30,383.81 000551
2/03/20	00060	12/18/19 REQ156 CFR #5	202001 300-13100-10100 REQ #156	HUGHES BROTHERS CONSTRUCTION INC	*	99,541.93	99,541.93 000552

MVTP MEADOW VIEW TP BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/03/20	00060	12/18/19 REQ157 CFR #5	202001 300-13100-10100 REQ #157	HUGHES BROTHERS CONSTRUCTION INC	*	114,256.45	114,256.45 000553
2/03/20	00060	12/18/19 REQ158 CFR #5	202001 300-13100-10100 REQ #158	HUGHES BROTHERS CONSTRUCTION INC	*	139,864.51	139,864.51 000554
2/07/20	00038	1/15/20 144579 FEB SECURITY MONITORING	202002 320-57200-45400	ATLANTIC SECURITY	*	110.95	110.95 000555
2/07/20	00001	2/01/20 54 FEB MANAGEMENT FEE	202002 310-51300-34000		*	3,937.50	
		2/01/20 54 FEB INFORM TECHNOLOGY	202002 310-51300-35100		*	166.67	
		2/01/20 54 FEB DISSEMINATION SERVICE	202002 310-51300-31600		*	625.00	
		2/01/20 54 OFFICE SUPPLIES	202002 310-51300-51000		*	18.75	
		2/01/20 54 POSTAGE	202002 310-51300-42000		*	66.51	
		2/01/20 54 COPIES	202002 310-51300-42500		*	301.65	
				GOVERNMENTAL MANAGEMENT SERVICES			5,116.08 000556
2/07/20	00073	12/18/19 4232 ADDED OUTLETS	201912 320-53800-45002	KAD ELECTRIC COMPANY	*	2,439.00	2,439.00 000557
2/13/20	00074	2/07/20 02072020 LINEN HAMPER	202002 320-57200-44200		*	170.16	
		2/07/20 02072020 PICNIC TABLE W/ BENCHES	202002 320-57200-44200		*	663.98	
				DANIELLE SIMPSON			834.14 000558
2/13/20	00004	2/06/20 10427 ADDITIONAL INSURANCE	202002 320-57200-44210	EGIS INSURANCE ADVISORS, LLC	*	655.00	655.00 000559
2/13/20	00014	2/01/20 0617615 FEB LEASE PAYMENT	202002 320-57200-45915	MUNICIPAL ASSET MANAGEMENT, INC	*	2,307.62	2,307.62 000560
2/13/20	00022	2/10/20 13129559 POOL CHEMICALS	202002 320-57200-45506	POOLSURE	*	750.00	750.00 000561

MVTP MEADOW VIEW TP BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/13/20	00022	2/10/20 13129559	202002 320-57200-45506	POOL CHEMICALS	*	450.00	
			POOLSURE				450.00 000562
2/18/20	00049	2/05/20 REQ174	202002 300-13100-10100	CFR #7 REQ #174	*	378.00	
			HARBINGER				378.00 000563
2/18/20	00075	1/13/20 REQ173	202002 300-13100-10100	CFR #6 REQ #173	*	11,680.00	
		1/13/20 REQ173	202002 300-13100-10100	CFR #6 REQ #173	*	11,990.00	
			LAYMAN WELL DRILLING INC.				23,670.00 000564
2/21/20	00076	12/11/19 34726	201912 320-53800-45007	PUMP REPAIRS	*	160.00	
			EAST COAST WELLS & PUMPS SERVICE				160.00 000565
2/21/20	00045	12/31/19 61301	201912 320-53800-45005	DEC LAKE MAINTENANCE	*	900.00	
			FUTURE HORIZONS, INC.				900.00 000566
2/21/20	00043	12/24/19 L163211	201912 320-57200-45919	LAUNDRY SERVICE TOWELS	*	71.41	
			SIMPLY LINEN SOLUTIONS				71.41 000567
2/21/20	00043	2/19/20 L163344	202002 320-57200-45919	LAUNDRY SERVICE TOWELS	*	109.38	
			SIMPLY LINEN SOLUTIONS				109.38 000568
2/21/20	00002	1/08/20 I0324876	202001 310-51300-48000	NOTICE OF MEETING 1/16/20	*	80.78	
			ST AUGUSTINE RECORD				80.78 000569
2/21/20	00046	1/15/20 6354671	202001 320-57200-45917	JAN PEST CONTROL	*	190.00	
			TURNER PEST CONTROL				190.00 000570
2/21/20	00040	1/15/20 JAX81765	202001 320-53800-45003	JAN LANDSCAPE MAINTENANCE	*	15,653.85	
			YELLOWSTONE LANDSCAPE				15,653.85 000571
2/21/20	00040	12/31/19 JAX80272	201912 320-53800-45009	LATERAL LINE LEAK REAPIRS	*	69.08	
			YELLOWSTONE LANDSCAPE				69.08 000572

MVTP MEADOW VIEW TP BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/21/20	00040	12/31/19 JAX80273	201912 320-53800-45004	TOP DRESS/FERTILIZATION	*	660.00	
				YELLOWSTONE LANDSCAPE			660.00 000573
2/21/20	00040	12/31/19 JAX80274	201912 320-53800-45004	WINTER ANNUALS	*	6,347.62	
				YELLOWSTONE LANDSCAPE			6,347.62 000574
2/27/20	00021	2/10/20 324967ES	201912 320-57200-45913	DEC GAS	*	32.42	
		2/10/20 324967ES	202001 320-57200-45913	JAN GAS	*	29.16	
				FLORIDA NATURAL GAS			61.58 000575
2/27/20	00045	1/31/20 61630	202001 320-53800-45005	JAN LAKE MAINTENANCE	*	900.00	
				FUTURE HORIZONS, INC.			900.00 000576
2/27/20	00077	1/20/20 C43695	202001 320-57200-44200	REPLACE FILTERS	*	390.00	
				THIGPEN HEATING & COOLING, INC.			390.00 000577
2/27/20	00040	1/31/20 JAX83382	202001 320-53800-45009	IRRIGATION REPAIRS	*	247.50	
				YELLOWSTONE LANDSCAPE			247.50 000578
2/27/20	00040	1/31/20 JAX83383	202001 320-53800-45009	IRRIGATION REPAIRS	*	645.00	
				YELLOWSTONE LANDSCAPE			645.00 000579
2/27/20	00040	1/31/20 JAX83384	202001 320-53800-45009	IRRIGATION REPAIRS	*	844.27	
				YELLOWSTONE LANDSCAPE			844.27 000580
2/28/20	00019	1/21/20 REQ 170	202001 300-13100-10100	REQ #170 CFR #5	*	1,500.00	
				CLARY & ASSOCIATES, INC.			1,500.00 000581
TOTAL FOR BANK A						1,063,723.69	
TOTAL FOR REGISTER						1,063,723.69	

MVTP MEADOW VIEW TP BPEREGRINO

FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT SPECIAL  
ASSESSMENT BONDS, SERIES 2019

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

E. Requisition Number: 148

F. Name and address of Payee:

ECS Florida, LLC  
14026 Thunderbolt Place, Suite 600  
Chantilly, VA 20151

G. Amount Payable: 940.50

H. Purpose 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 Cost of Issuance, if applicable): Beacon Lake Phase 3A- Engineering and Reporting Services - Invoice 778424

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

5. ☐ 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 Acquisition and Construction Fund that have not previously been paid;



6. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

7. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

8. each disbursement represents a Cost of the 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.

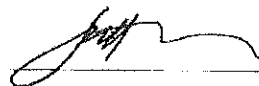
MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT

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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

January 7, 2020

FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT SPECIAL  
ASSESSMENT BONDS, SERIES 2019

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: 149

B. Name and address of Payee:

ECS Florida, LLC  
14026 Thunderbolt Place, Suite 600  
Chantilly, VA 20151

C. Amount Payable: 852.50

D. Purpose 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 Cost of Issuance, if applicable): Beacon Lake Phase 2 - Engineering and Reporting Services - Invoice 779933

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

MEADOWVIEW AT TWIN CREEKS  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

January 7, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT  
DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **150**

B. Name and address of Payee:

**Overnight to:  
Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
FedEx Account: 189249470**

C. Amount Payable: **134,129.63**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #1 - Beacon Lake Phase 3A Parkway**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the 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.

**MEADOWVIEW AT TWIN  
CREEKS 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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

January 8, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **167**
- B. Name and address of Payee: **Clary & Associates, Inc.  
Suite A  
3830 Crown Point Road, Suite A  
Jacksonville, FL 32257**
- C. Amount Payable: **1,050.00**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 3B-Map and Description - Phase 3B Conservation Easement - Invoice 2019-749**
- E. Amount, if any, that is to used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **168**
- B. Name and address of Payee: **Clary & Associates, Inc.**  
**Suite A**  
**3830 Crown Point Road, Suite A**  
**Jacksonville, FL 32257**
- C. Amount Payable: **2,250.00**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 2B-Map and Description of offsite easements for Phae 2A & 2C - Invoice 2019-809**
- E. Amount, if any, that is to used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

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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.

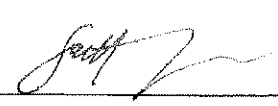
**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **171**

B. Name and address of Payee: **Clary & Associates, Inc.  
Suite A  
3830 Crown Point Road, Suite A  
Jacksonville, FL 32257**

C. Amount Payable: **1,500.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 2A - Plat Administration - Invoice 2019-331-3**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

\_\_\_\_\_  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **172**

B. Name and address of Payee: **Clary & Associates, Inc.  
Suite A  
3830 Crown Point Road, Suite A  
Jacksonville, FL 32257**

C. Amount Payable: **1,500.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 2B - Plat Administration - Invoice 2019-161-3**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **153**
- B. Name and address of Payee: **ECS**  
**14026 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**
- C. Amount Payable: **940.50**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A - Engineering and Reporting Services - Invoice 778424-2**
- E. Amount, if any, that is to used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

January 16, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **152**
- B. Name and address of Payee: **ECS**  
**14028 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**
- C. Amount Payable: **852.50**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 2 - Engineering and Reporting Services - Invoice 779933**
- E. Amount, if any, that is to be used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

January 16, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **159**

B. Name and address of Payee: **ETM  
Jacksonville, FL  
First Citizens  
Account #9061592290 - England, Thims & Miller, Inc.  
ABA Routing #053100300**

C. Amount Payable: **3,998.23**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Townhomes Bidding & CEI Services (WA#10) Invoice 192972**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

January 16, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **160**

B. Name and address of Payee: **ETM  
Jacksonville, FL  
First Citizens  
Account #9061592290 - England, Thims & Miller, Inc.  
ABA Routing #053100300**

C. Amount Payable: **5,124.86**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 2 Bidding and CEI Services (WA#11) Invoice 192973**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the 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.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

\_\_\_\_\_  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **161**
- B. Name and address of Payee: **ETM  
Jacksonville, FL  
First Citizens  
Account #9061592290 - England, Thims & Miller, Inc.  
ABA Routing #053100300**
- C. Amount Payable: **17,224.05**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 3B (200 Lots Only) WA#15 - Invoice 192975**
- E. Amount, if any, that is to be used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **162**

B. Name and address of Payee: **ETM  
Jacksonville, FL  
First Citizens  
Account #9061592290 - England, Thims & Miller, Inc.  
ABA Routing #053100300**

C. Amount Payable: **1,500.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Community Park and Graden-Design Phase (WA#20) Invoice 192981**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

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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.

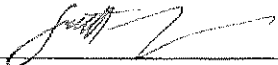
**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **163**
- B. Name and address of Payee: **ETM  
Jacksonville, FL  
First Citizens  
Account #9061592290 - England, Thims & Miller, Inc.  
ABA Routing #053100300**
- C. Amount Payable: **3,750.00**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 4/Twin Creeks Drive to Phase 4 Entrance Gate (WA#19) Invoice 192980**
- E. Amount, if any, that is to used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

January 16, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **164**
- B. Name and address of Payee: **ETM  
Jacksonville, FL  
First Citizens  
Account #9061592290 - England, Thims & Miller, Inc.  
ABA Routing #053100300**
- C. Amount Payable: **2,775.00**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 3A (CEI Services) WA#17 - Invoice 192978**
- E. Amount, if any, that is to used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

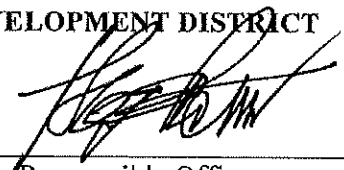
4. each disbursement represents a Cost of the Project which has not previously been paid.

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.

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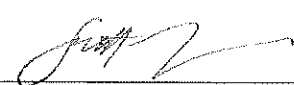
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested.

**MEADOW VIEW AT TWIN CREEKS  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **165**
- B. Name and address of Payee: **ETM  
Jacksonville, FL  
First Citizens  
Account #9061592290 - England, Thims & Miller, Inc.  
ABA Routing #053100300**
- C. Amount Payable: **4,528.00**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 2B WA#18 - Invoice 192977**
- E. Amount, if any, that is to be used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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Consulting Engineer

January 16, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **151**

B. Name and address of Payee: **Environmental Resource Solutions, Inc.  
3550 St. Johns Bluff Road South  
Jacksonville, FL 32224**

C. Amount Payable: **1,038.75**

D. Purpose 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 Cost of Issuance, if applicable): **Professional Services related to Beacon Lakes Phase 3B - Invoice 36591**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

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☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

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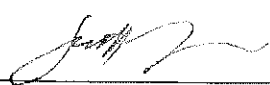
**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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Consulting Engineer

January 16, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **59**

B. Name and address of Payee:

**Overnight to:  
Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
FedEx Account: 189249470**

C. Amount Payable: **56,207.08**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #28 - Final Retainage - Beacon Lake Phase 1**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

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☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

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3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

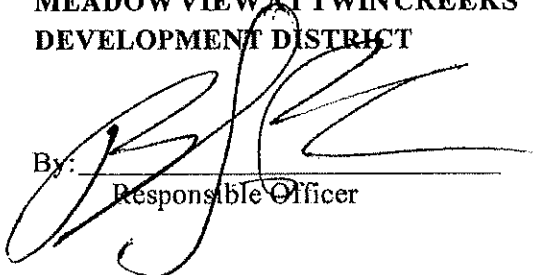
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

September 19, 2019

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **154**
- B. Name and address of Payee: **Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
FedEx Account: 189249470**
- C. Amount Payable: **373,424.13**
- D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #13 - Beacon Lake Phase 2**
- E. Amount, if any, that is to used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the 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.

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**MEADOW VIEW AT TWIN CREEKS  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

\_\_\_\_\_  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **155**

B. Name and address of Payee: **Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
FedEx Account: 189249470**

C. Amount Payable: **30,383.81**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #13 - Beacon Lake Townhomes**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

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

Responsible Officer

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

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\_\_\_\_\_  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **156**
- B. Name and address of Payee: **Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
FedEx Account: 189249470**
- C. Amount Payable: **99,541.93**
- D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #3 - Beacon Lake Phase 2B**
- E. Amount, if any, that is to used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

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

Responsible Officer

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

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\_\_\_\_\_  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **157**

B. Name and address of Payee: **Hughes Brothers Construction, Inc.**  
**948 Walker Road**  
**Wildwood, FL 34785**  
**FedEx Account: 189249470**

C. Amount Payable: **114,256.45**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #2 - Beacon Lake Phase 3A Parkway**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

or

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

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

Responsible Officer

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FOR NON-COST OF ISSUANCE REQUESTS ONLY**

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\_\_\_\_\_  
Consulting Engineer

January 16, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **158**

B. Name and address of Payee: **Hughes Brothers Construction, Inc.**  
**948 Walker Road**  
**Wildwood, FL 34785**  
**FedEx Account: 189249470**

C. Amount Payable: **139,864.51**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #3 - Beacon Lake Phase 3A**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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Consulting Engineer

January 16, 2020



SMARTHOMEBIZ

Tel. 904-743-8444  
www.smarthome.biz  
sales@smarthome.biz

Meadow View at Twin Creeks CCD  
475 West Town Place  
Suite #114  
St Augustine FL 32092

PLEASE PAY BY

01/15/2020

AMOUNT

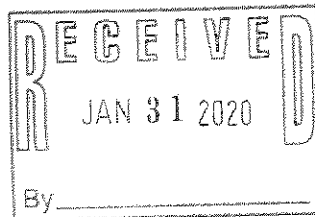
\$110.95

INVOICE DATE

01/15/2020

**INVOICE NO. 144579**

**Site:** Beacon Lakes Amenities  
Center(Meadow View @ Twin  
Creeks)  
**Site Address:** 850 Beacon Lakes Pkwy  
St Augustine FL 32092  
**Period:** 02/01/2020 to 02/29/2020  
**Recurring No.:** 4197  
**Job Name:**  
**Order No.:**



**Description**

Meadow View @ Twin Creeks

**Security Monitoring**

38 @ Approved

13205720045400

Sub-Total ex Tax	\$110.95
Tax	\$0.00
<b>Total</b>	<b>\$110.95</b>

Sub-Total ex Tax	\$110.95
Tax	\$0.00
<b>Total inc Tax</b>	<b>\$110.95</b>
<b>Amount Applied</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$110.95</b>

"Thank you—we really appreciate your business! Please send payment within 21 days of receiving this invoice."

**IMPORTANT:** Please remember to test your system monthly.

Need automation for your home? Visit us online at [www.smarthome.biz](http://www.smarthome.biz)

There will be a 1.5% interest charge per month on late invoices.

**How To Pay**

**Credit Card (MasterCard, Visa, Amex )**

Credit Card No.

Card Holder's Name:

CCV:

Expiry Date: / Signature:

**NAME:**

Meadow View at Twin Creeks CCD

**DUE DATE:**

01/15/2020

**AMOUNT DUE:**

\$110.95

Please Reference: **144579**

INVOICE NO. 144579

**Mail**

Detach this section and mail check to:

Atlantic Security  
1714 Cesery Blvd  
Jacksonville, FL 32211

**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice**

Invoice #: 54

Invoice Date: 2/1/20

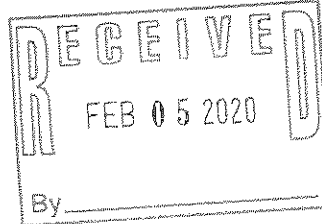
Due Date: 2/1/20

Case:

P.O. Number:

**Bill To:**

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



Description	Hours/Qty	Rate	Amount
Management Fees - February 2020 1, 310, 573.340		3,937.50	3,937.50
Information Technology - February 2020 357		166.67	166.67
Dissemination Agent Services - February 2020 316		625.00	625.00
Office Supplies 570		18.75	18.75
Postage 420		66.51	66.51
Copies 425		301.65	301.65
1 (A)			

---

**Total** \$5,116.08

---

**Payments/Credits** \$0.00

---

**Balance Due** \$5,116.08

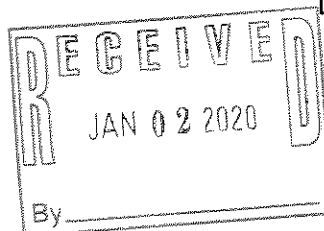
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**KAD ELECTRIC COMPANY**  
**P.O. BOX 8567**  
**FLEMING ISLAND FL 32006-0014**

**Invoice**

DATE	INVOICE #
12/18/2019	4232



BILL TO
BBX Capital 401 East Las Olas Blvd. Suite 800 Fort Lauderdale FL 33301

P.O. NO.	TERMS	JOB
	Due on receipt	19-1000

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Elec. Labor	1	Job: Beacon Lakes Amenity Center and material. Added outlets for Christmas lights.	2,439.00	2,439.00

73  
1,320,538.45002

Thank you for your business. We appreciate it very much.			<b>Total</b>	\$2,439.00
			<b>Payments/Credits</b>	\$0.00
Phone #	Fax #	E-mail	<b>Balance Due</b>	\$2,439.00
904-541-1000	904-215-3475	LDEASE@AOL.COM		



amazon.com

**Final Details for Order #112-6195748-3806604**

Print this page for your records.

**Order Placed:** February 7, 2020

**Amazon.com order number:** 112-6195748-3806604

**Order Total: \$170.16**

1.32.572.442  
74

**Shipped on February 7, 2020**

**Items Ordered**

1 of: *Crosley Furniture CF7003-WH Linen Hamper, White*  
Sold by: Amazon.com Services LLC

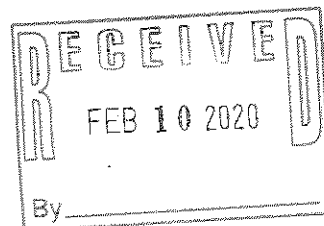
**Price**

\$159.77

Condition: New

**Shipping Address:**

Meadow View at Twin Creeks CDD  
850 Beacon Lake Parkway  
St. Augustine, FL 32095  
United States



**Shipping Speed:**

Standard Shipping

**Payment information**

**Payment Method:**

Visa | Last digits: 2097

Item(s) Subtotal: \$159.77

Shipping & Handling: \$0.00

**Billing address**

Danielle C Simpson  
2831 SHEEPHEAD CT  
SAINT AUGUSTINE, FL 32092-2441  
United States

Total before tax: \$159.77

Estimated tax to be collected: \$10.39

**Grand Total: \$170.16**

**Credit Card transactions**

Visa ending in 2097: February 7, 2020: \$170.16

To view the status of your order, return to [Order Summary](#).

**Final Details for Order #112-0457616-8465020**

Print this page for your records.

**Order Placed:** February 4, 2020

**Amazon.com order number:** 112-0457616-8465020

**Order Total: \$663.98**

**Shipped on February 8, 2020**

**Items Ordered**

**Price**

2 of: *Dura-Trel, Inc. Picnic Table w Benches in White Finish (72 in.)*

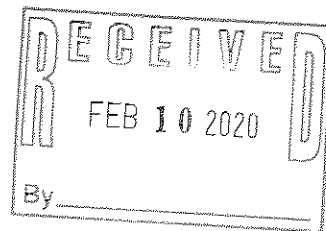
\$331.99

Sold by: Simply Eezy ([seller profile](#))

Condition: New

**Shipping Address:**

Danielle Simpson  
2831 SHEEPHEAD CT  
SAINT AUGUSTINE, FL 32092-2441  
United States



**Shipping Speed:**

Expedited Shipping

**Payment information**

**Payment Method:**

Visa | Last digits: 2097

Item(s) Subtotal: \$663.98

Shipping & Handling: \$0.00

**Billing address**

Danielle C Simpson  
2831 SHEEPHEAD CT  
SAINT AUGUSTINE, FL 32092-2441  
United States

Total before tax: \$663.98

Estimated tax to be collected: \$0.00

**Grand Total: \$663.98**

**Credit Card transactions**

Visa ending in 2097: February 8, 2020: \$663.98

To view the status of your order, return to [Order Summary](#).



# INVOICE

<b>Customer</b>	Meadow View at Twin Creeks Community Development District
<b>Acct #</b>	643
<b>Date</b>	02/06/2020
<b>Customer Service</b>	Kristina Rudez
<b>Page</b>	1 of 1

Meadow View at Twin Creeks Community Development District  
c/o Governmental Management Services  
475 West Town Place, Ste 114  
St. Augustine, FL 32092

Payment Information	
<b>Invoice Summary</b>	\$ 655.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#10427
100119283	

Thank You

Please detach and return with payment

Customer: Meadow View at Twin Creeks Community Development District

Invoice	Effective	Transaction	Description	Amount
10427	02/04/2020	Policy change	Policy #100119283 10/01/2019-10/01/2020 Florida Insurance Alliance Package - Add Liquor Liab Due Date: 2/6/2020  <div style="text-align: right;">1-32-572-44210 4</div> <div style="text-align: center;">               By _____           </div>	655.00
				<b>Total</b>
				\$ 655.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC  
Lockbox 234021 PO Box 84021  
Chicago, IL 60689-4002

(321)233-9939

sclimer@egisadvisors.com

Date

02/06/2020

# Municipal Asset Management, Inc.

25288 Foothills Drive North  
Suite 225  
Golden, CO 80401  
(303) 273-9494

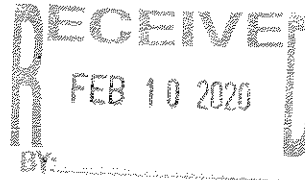
# INVOICE

**INVOICE NO:** 0617615

**DATE:** 2/1/2020

**To:** Meadow View at Twin Creeks CDD  
Ernesto J Torres  
475 West Town Place, Suite 114  
St. Augustine, FL 32902

1-32-572-45915



DUE DATE	RENTAL PERIOD
3/7/2020	

PMT NUMBER	DESCRIPTION	AMOUNT
14	Lease payment due pursuant to Tax-Exempt Lease Purchase Agreement dated October 25, 2018 for the acquisition of fitness equipment	2,307.62

**TOTAL DUE**

**\$2,307.62**

Please detach coupon and return with check payable to MUNICIPAL ASSET MANAGEMENT, INC. and remit to address above.

If you have any questions concerning this invoice,  
call: Municipal Asset Management, Paul Collings, (303) 273-9494.

THANK YOU FOR YOUR BUSINESS!

Invoice #	Due Date	Total Due	Amount Enclosed
0617615	3/7/2020	\$2,307.62	

Meadow View at Twin Creeks CDD  
Ernesto J Torres  
475 West Town Place, Suite 114  
St. Augustine, FL 32902

Municipal Asset Management, Inc.  
25288 Foothills Drive North  
Suite 225  
Golden, CO 80401



## Invoice

Date  
Invoice #2/10/2020  
131295591132

1707 Townhurst Dr  
Houston TX 77043  
ar@poolsure.com  
800-858-POOL (7665)  
www.poolsure.com

<b>Terms</b>	Net 20
<b>Due Date</b>	3/1/2020
<b>PO #</b>	
<b>Delivery Ticket #</b>	Sales Order #1329631
<b>Delivery Date</b>	2/10/2020
<b>Delivery Location</b>	Meadow View at Twin Creeks CDD Pool
<b>Customer #</b>	13BEA030

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

<b>Ship To</b>	Meadow View at Twin Creeks CDD 755 Cr-210 W St Johns FL 32259
----------------	---

LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees.

1.32.512.45506

22

Item ID	Item	Quantity	Units	Rate	Amount
115-300	Bleach Minibulk Delivered	500	gal	1.50	750.00
<div data-bbox="483 879 797 1089"></div>					

Total 750.00  
Amount Due \$750.00

## Remittance Slip

**Customer**  
13BEA030  
**Invoice #**  
131295591132

Amount Due \$750.00

Amount Paid \_\_\_\_\_

Make Checks Payable To

Poolsure  
PO Box 55372  
Houston, TX 77255-5372



131295591132



## Invoice

Date  
Invoice #2/10/2020  
131295591133

1707 Townhurst Dr  
Houston TX 77043  
ar@poolsure.com  
800-858-POOL (7665)  
www.poolsure.com

Terms	Net 20
Due Date	3/1/2020
PO #	
Delivery Ticket #	Sales Order #1329632
Delivery Date	2/10/2020
Delivery Location	Meadow View at Twin Creeks CDD Activity Po...
Customer #	13BEA030

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

Ship To	Meadow View at Twin Creeks CDD 755 Cr-210 W St Johns FL 32259
---------	---

LATE FEE: This constitutes notice under the truth in lending act that any accounts remaining unpaid after the due date are subject to 1 1/2% per month late charge and attorney fees.

132,572.45506  
22

Item ID	Item	Quantity	Units	Rate	Amount
115-300	Bleach Minibulk Delivered	300	gal	1.50	450.00
<div data-bbox="472 936 794 1163"><div>RECEIVED</div><div>FEB 11 2020</div><div>By _____</div></div>					

Total 450.00  
Amount Due \$450.00

## Remittance Slip

Customer  
13BEA030  
Invoice #  
131295591133

Amount Due \$450.00

Amount Paid \_\_\_\_\_

Make Checks Payable To

Poolsure  
PO Box 55372  
Houston, TX 77255-5372



131295591133

FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT SPECIAL  
ASSESSMENT BONDS, SERIES 2019

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **174**
- B. Name and address of Payee: **Harbinger  
5300 Shad Road  
Jacksonville, FL 32257**
- C. Amount Payable: **378.00**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Signage – Proposal #76255**
- E. Amount, if any, that is to used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. , each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

---

Consulting Engineer

February 12, 2020



**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to U.S. Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 173
- (B) Name of Payee: Layman Well Drilling, Inc.  
PO Box 66  
Satsuma, FL 32189
- (C) Amount Payable: \$23,670.00
- (D) Purpose 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): Beacon Lake Townhomes wells
- (E) Amount, if any, that is to used for a Deferred Cost:
- (E) Fund or Account from which disbursement to be made: 2019A

The undersigned hereby certifies that:

- 1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

or

D this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

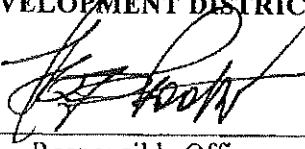
4. each disbursement represents a Cost of the Project which has not previously been paid.

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.

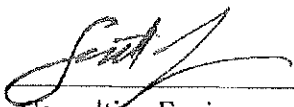
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested.

**MEADOW VIEW AT TWIN CREEKS  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 11, 2020

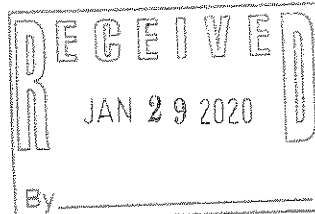
East Coast Wells & Pump Service  
 PO Box 860179  
 St. Augustine, FL 32086-0179  
 904 824-6630  
 www.eastcoastwells.com  
 eastcoastwells@gmail.com


# INVOICE

DATE	INVOICE #
12/11/2019	34726

**BILL TO:**

Riverside Management  
 C/O ~~XXXXXXXXXX~~  
 9655 Florida Mining Blvd West  
 Building 300 Suite 305  
 Jacksonville, FL 32257



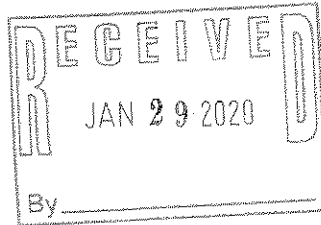
		P.O. NO	TERMS	REP	PERMIT #
			DUE UPON RECEIPT	DH	
QUANTITY	DESCRIPTION		RATE		AMOUNT
	SITE: BEACON LAKE <u>                    </u> SERVICE CALL: NEED TO PULL PUMP TO SEE IF WIRE OR MOTOR IS BAD. SEE QUOTE.		70.00		70.00
0.75	LABOR PER HOUR		120.00		90.00
<div><div>B Steph 1-13-20 Pump Repairs 001.320.53800.45007 76 (A)  POSTED</div></div>					
18% APR will be applied to any invoice not paid in full within 30 days. Visa or Mastercard Accepted			Total \$160.00		
*ALL PUMPS CARRY A ONE YEAR MANUFACTURER'S WARRANTY. PARTS & LABOR ARE PROVIDED FREE OF CHARGE FOR A 30 DAY PERIOD FOLLOWING INSTALLATION. LABOR IS NOT COVERED UNDER WARRANTY AFTER THE FIRST 30 DAYS AND WILL BE BILLED AT THE CURRENT BUSINESS RATE. *ALL DISCREPANCIES MUST BE REPORTED WITHIN 10 DAYS. *REASONABLE COLLECTION & ATTORNEY'S FEES WILL BE ASSESSED TO ALL ACCOUNTS PLACED FOR COLLECTION.			Payments/Credits \$0.00		
			Balance Due \$160.00		

**Future Horizons, Inc.**

403 North First Street  
P O Box 1115  
Hastings, FL 32145-1115

Voice: 800-682-1187

Fax: 904-692-1193

**INVOICE**

Invoice Number: 61301

Invoice Date: Dec 31, 2019

Page: 1

**Bill To:**

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

**Ship to:**

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

Customer ID	Customer PO	Payment Terms	
Beacon02	Per Contract	Net 45 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		2/14/20

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services performed in 12/11/19	900.00	900.00
<p><i>B. H. H. 1-20-20</i> <i>LAKE MAINT.</i> <i>001.320.87200.45005</i> <i>53800,</i> <i>45</i> <b>POSTED</b></p>				
Subtotal				900.00
Sales Tax				
Freight				
Total Invoice Amount				900.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>900.00</b>

Check/Credit Memo No:

Overdue invoices are subject to finance charges.

# Simply Linen Solutions

A Division of Star Brite Laundries, LLC

**PAST DUE**

124 Century 21 Drive, Suite 3

Jacksonville, FL 32216

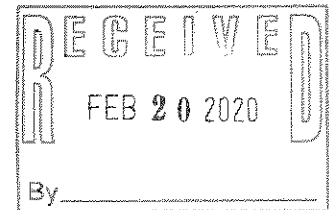
(904) 855-4014

www.simplylinensolutions.com

CUSTOMER NAME: <i>Meadowview @ Twin Lakes</i>				INVOICE NUMBER <i>L 163211</i>				DATE <i>1/24/19</i>		TYPE <i>COG</i>		CONTRACT DATE	
M	T	<b>W</b>	TH	F	S	SU	PO# <i>BEACON LAKE Clubhouse</i>	PMT TERMS <i>NIS</i>		TAX <i>/</i>		FREQ. <i>1X</i>	
ROUTE <i>1</i>													

ITEM DESCRIPTION	COLOR	ADDITIONAL INFO	SR C	DATE: QUANT.	DATE: QUANT.	DATE: QUANT.	DATE: QUANT.	UNIT PRICE	TOTAL AMOUNT	ADJ AMOUNT
LAUNDRY SERVICE										
<i>Towels</i>	<i>Wht</i>			<i>35</i>	<i>58</i>	<i>19</i>		<i>.135</i>	<i>22.01</i>	
<i>Pool Towels</i>	<i>Navy</i>				<i>2</i>			<i>.475</i>	<i>.95</i>	
<i>Richard M. Gunn</i>										
WRAP/PACKAGING		<i>CERT</i>		<i>1</i>	<i>1</i>	<i>1</i>		<i>2.45</i>	<i>7.35</i>	
SERVICE INCLUDES EQUIPMENT / DELIVERY				<i>1</i>	<i>1</i>	<i>1</i>		<i>12.45</i>	<i>51.35</i>	
<small>Rental linens and textiles are the property of Simply Linen Solutions. Rates are based on a weekly time period. Customer is responsible for lost/damaged/abused linens &amp; textiles and will be billed for replacement. Additional rental and/or replacement costs will be billed for all non-returned linens and textiles. Inventories kept longer than one week are subject to additional fees. Invoices not paid within 30 days of delivery date will incur 10% late fee and interruption of service. Credits are not issued for returned un-used linens.</small>										
Delivery Received by: _____									Date: _____	
Signature of Customer										
STRICTLY PROHIBITED: LAUNDERING OR LENDING OF SUPPLIER-OWNED GOODS.										
									<b>TOTAL</b> <i>71.41</i>	

*\$71.41*



*Richard M. Gunn*

*13205720045919*

*43 (A)*

*Approved*

**POSTED**

# Simply Linen Solutions

A Division of Star Brite Laundries, LLC

124 Century 21 Drive, Suite 3  
Jacksonville, FL 32216  
(904) 855-4014  
www.simplylinensolutions.com

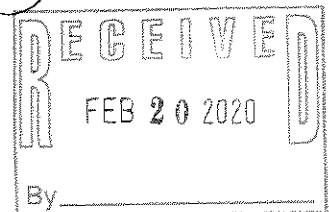
CUSTOMER NAME:				INVOICE NUMBER <b>L 163344</b>				DATE <b>2/19/20</b>		TYPE		CONTRACT DATE	
M T W TH F S SU				PO#				PMT TERMS		TAX		FREQ. ROUTE	
ITEM DESCRIPTION	COLOR	ADDITIONAL INFO	SRC %	DATE: QUANT.	DATE: QUANT.	DATE: QUANT.	DATE: QUANT.	UNIT PRICE	TOTAL AMOUNT	ADJ AMOUNT			
LAUNDRY SERVICE													
WRAP/PACKAGING													
<p>Rental linens and textiles are the property of Simply Linen Solutions. Rates are based on a weekly time period. Customer is responsible for lost/damaged/abused linens &amp; textiles and will be billed for replacement. Additional rental and/or replacement costs will be billed for all non-returned linens and textiles. Inventories kept longer than one week are subject to additional fees. Invoices not paid within 30 days of delivery date will incur 10% late fee and interruption of service. Credits are not issued for returned un-used linens.</p>										AMOUNT			
<p>Delivery Received by: _____ Signature of Customer</p>										SURCHARGES			
<p>STRICTLY PROHIBITED: LAUNDERING OR LENDING OF SUPPLIER-OWNED GOODS.</p>										TAX			
										TOTAL			

**109.38**

**\$109.38**

*Richard M. [Signature]*

13205720045919  
43 (A)



Approved

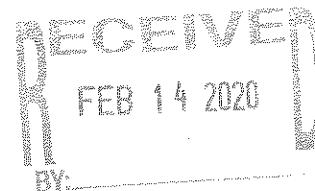
POSTED

10	11	12	13	14	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
12/29		Balance Forward						\$341.07	
01/29	P122402	Payment - Lockbox 50518						\$-341.07	
01/08 01/08	103248769-01082020	REG MTG BOS 1/16/2020	SA St Augustine Record	1.00 x 4.5000	4.5	1	\$8.98	\$40.41	
01/08 01/08	103248769-01082020	REG MTG BOS 1/16/2020	SA St Aug Record Online	1.00 x 4.5000	4.5	1	\$8.97	\$40.37	
PREVIOUS AMOUNT OWED:				\$341.07					
NEW CHARGES THIS PERIOD:				\$80.78					
CASH THIS PERIOD:				(\$341.07)					
DEBIT ADJUSTMENTS THIS PERIOD:				\$0.00					
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00					
We appreciate your business.									

RECEIVED  
FEB 14 2020  
BY: \_\_\_\_\_

20  
1,810.573.480

POSTED



20  
1,810.573.480

POSTED

**INVOICE AND STATEMENT OF ACCOUNT**

AGING OF PAST DUE ACCOUNTS

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE	
	\$80.78		\$0.00	\$0.00	\$0.00	\$0.00		\$80.78	
SALES REP/PHONE #		ADVERTISER INFORMATION							
Melissa Rhinehart 904-819-3423		1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			12/30/2019 - 02/02/2020		15651		15651		MEADOW VIEW AT TWIN CREEKS CDD

**MAKE CHECKS PAYABLE TO**

The St. Augustine Record Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

Payment is due upon receipt.

The St. Augustine Record

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



The St. Augustine Record Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

**ADVERTISING INVOICE and STATEMENT**

1		BILLING PERIOD		2		ADVERTISER/CLIENT NAME													
		12/30/2019 - 02/02/2020				MEADOW VIEW AT TWIN CREEKS CDD													
COMPANY		23		TOTAL AMOUNT DUE		* UNAPPLIED AMOUNT		3		TERMS OF PAYMENT									
SA 7				\$80.78		\$0.00				NET 15 DAYS									
21		CURRENT NET AMOUNT		22		30 DAYS		60 DAYS		OVER 90 DAYS									
		\$80.78		\$0.00		\$0.00		\$0.00											
4		PAGE #		5		BILLING DATE		6		BILLED ACCOUNT NUMBER		7		ADVERTISER/CLIENT NUMBER		24		STATEMENT NUMBER	
						02/02/2020				15651				15651				0000064018	

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



9  
8 - 2623

MEADOW VIEW AT TWIN CREEKS CDD  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649



The St. Augustine Record  
Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

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# 0003248769-01

PO#

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

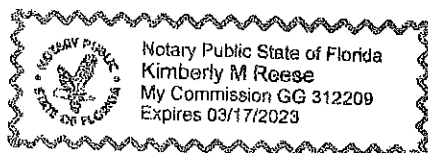
STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **REG MTG BOS 1/16/2020** was published in said newspaper on **01/08/2020**.

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 JAN 08 2020 day of  
by [Signature] who is personally known to me  
or who has produced as identification

[Signature]  
(Signature of Notary Public)



NOTICE OF MEETING  
MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT  
DISTRICT

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District will be held on Thursday, January 16, 2020 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The meeting is open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for this meeting may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

James Oliver  
District Manager  
0003248769 January 8, 2020





Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256  
904-355-5300 • Fax: 904-353-1459 • Toll Free: 800-225-5305  
www.turnerpest.com

Turner Pest Control  
8400 Baymeadows Way, Suite 12  
Jacksonville, FL 32256  
904-355-5300

## Service Slip/Invoice

INVOICE: 6354671  
DATE: 1/15/2020  
ORDER: 6354671

Bill To: [385188]  
Meadow View at Twin Creeks CDD  
Brian Stephens  
475 W Town pl  
Suite 114  
Saint Augustine, FL 32092

Work Location: [385188] 904-627-9271  
Beacon Lake Amenity Center  
Brian Stephens  
850 Beacon lake pkwy  
Saint Augustine, FL 32095

Work Date	Time	Target Pest	Technician	Time In
1/15/2020	04:13 PM	MICE, RATS, ROACH, S		04:13 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	1/15/2020		04:54 PM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	190.00
<div>RECEIVED JAN 29 2020 By _____</div> <div>B. Stephens 1-17-20 Pest Control 001.320.57200.45917 46 (A)  POSTED</div>		
SUBTOTAL		\$190.00
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$190.00
AMOUNT DUE		\$190.00
TECHNICIAN SIGNATURE		
CUSTOMER SIGNATURE		Brian

Balancees outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law.  
Customer agrees to pay accrued expenses in the event of collection

Hereby acknowledge the satisfactory completion of all services rendered and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE



**YELLOWSTONE**  
LANDSCAPE

**Bill To:**

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

**Property Name:** Meadow View at Twin Creeks  
CDD

**INVOICE**

INVOICE #	INVOICE DATE
JAX 81765	1/15/2020
TERMS	PO NUMBER
Net 30	

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Invoice Due Date:** February 14, 2020

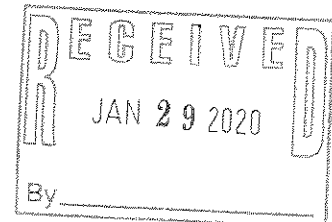
**Invoice Amount:** \$15,653.85

Description	Current Amount
Monthly Landscape Maintenance January 2020	\$15,653.85

**Invoice Total** **\$15,653.85**

*B. Hapt* 1-17-20  
LANDSCAPE MAINT.  
001.320.83800.45003

*110* *(B)*  
**POSTED**



Should you have any questions or inquiries please call (386) 437-6211.



**YELLOWSTONE**  
LANDSCAPE

## INVOICE

INVOICE #	INVOICE DATE
JAX 80272	12/31/2019
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Meadow View at Twin Creeks  
CDD

**Invoice Due Date:** January 30, 2020

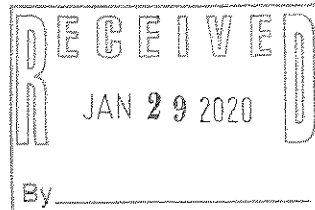
**Invoice Amount:** \$69.08

Description	Current Amount
-------------	----------------

Lateral Line Leak at Fence

Irrigation Repairs

\$69.08



**Invoice Total**

**\$69.08**

*B. Stephens 1-14-20*  
*IRRIGATION REPAIRS*  
*001, 320.53800, 45009*  
*40 (A)*



Should you have any questions or inquiries please call (386) 437-6211.



**YELLOWSTONE**  
LANDSCAPE

**INVOICE**

INVOICE #	INVOICE DATE
JAX 80273	12/31/2019
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Meadow View at Twin Creeks  
CDD

**Invoice Due Date:** January 30, 2020

**Invoice Amount:** \$660.00

Description	Current Amount
-------------	----------------

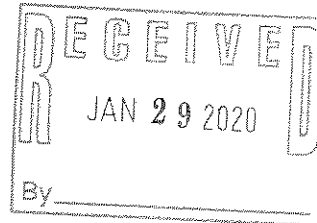
**Top Dress** Entire Bahia Area - Per Application - Labor Only

Entire field = 120,000 sq ft = 92.6 yards of sand for .25in depth per application.

Top dress will be done in multiple applications on .25in.

**PRE-APPROVED**

**Fertilization**



\$660.00

*B. H. 1-14-20*  
*LANDSCAPE CONTINGENCY*  
*001, 320, 53800, 45000*

**Invoice Total**

**\$660.00**

*40 A*



**POSTED**

Should you have any questions or inquiries please call (386) 437-6211.



**YELLOWSTONE**  
LANDSCAPE

## INVOICE

INVOICE #	INVOICE DATE
JAX 80274	12/31/2019
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

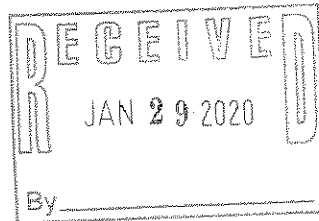
Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Meadow View at Twin Creeks  
CDD

**Invoice Due Date:** January 30, 2020

**Invoice Amount:** \$6,347.62

Description	Current Amount
Winter Annuals	
Annual Installation	\$6,347.62



**Invoice Total**

**\$6,347.62**

*B. Huph 1-14-20*  
*LANDSCAPE CONTINGENCY*  
*001,320,53600.45004*  
*40 A*



Should you have any questions or inquiries please call (386) 437-6211.

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

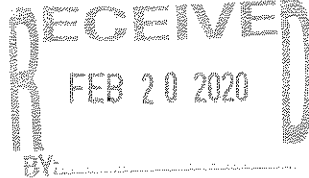
**Florida Natural Gas**P.O. Box 934726  
Atlanta, GA 31193-4726

Phone: 877-436-4427 Fax: 844-393-9006

Email: customerservice@onlyfng.com

# Invoice

MDG2020 00000679 01

Meadow View at Twin Creeks CDD dba Beacon Lakes Amenity Center  
Accounts Payable  
475 W. Town Place #114  
St Augustine, FL 32092-0000

Billing Group #:	39005
Invoice Date:	February 10, 2020
Invoice #:	324967ES
Due Date:	March 04, 2020
Current Charges:	\$29.16
Last Payment:	
Payment Date:	
Prior Balance Due:	\$32.42
Total Amount Due:	\$61.58

Description	Term	Therm	Cost
INSIDE FERC FGT Z3	01/03/20 - 02/03/20	35.00	\$9.94
Fuel	01/03/20 - 02/03/20	1.00	\$0.28
<b>Commodity Charges Sub Total:</b>		<b>36.00</b>	<b>\$10.22</b>
Transportation			\$2.99
<b>Transportation Charges Sub Total:</b>			<b>\$2.99</b>
Customer Charge			\$5.95
Finance Charge			\$10.00
<b>Miscellaneous Charges Sub Total:</b>			<b>\$15.95</b>
<b>Pre-Tax Sub Total:</b>			<b>\$29.16</b>
Sales Taxes			\$0.00
<b>Taxes Sub Total:</b>			<b>\$0.00</b>
<b>Total Current Charges:</b>			<b>\$29.16</b>
<b>Prior Balance Due:</b>			<b>\$32.42</b>
<b>Total Amount Due:</b>			<b>\$61.58</b>

Exp. to July 2020 → **\$29.16**

Exp. to Dec 20 ← **\$32.42**

**\$61.58**

Enough with paper bills! Simplify your life by signing up for FNG's Paperless Billing. It's easy and convenient. Enroll online at OnlyFNG.com.

Ⓟ 21 1,320,572.45B13

Please detach and remit this portion with your payment

Billing Group #:	39005
Invoice Date:	February 10, 2020
Invoice #:	324967ES
Due Date:	March 04, 2020
Current Charges:	\$29.16
Last Payment:	
Payment Date:	
Prior Balance Due:	\$32.42
Total Amount Due:	\$61.58
Amount Paid:	

Meadow View at Twin Creeks C  
Accounts Payable  
475 W. Town Place #114  
St Augustine, FL 32092-0000

Make Checks Payable To: Florida Natural Gas

Please include your Billing Group # on your check.

Wire/ACH Payment To:

Bank: Wells Fargo Bank Atlanta GA

ABA #: 121000248

Acct Name: Florida Natural Gas

Account #: 2000036933330

Mail Payment To:

Florida Natural Gas  
P.O. Box 934726  
Atlanta, GA 31193-4726



**Florida Natural Gas**

Phone: 877-436-4427 Fax: 844-393-9006  
Email: customerservice@onlyfng.com

Page 2 of 2

Invoice #: 324967ES

### Account Detail

Service Address:	850 Beacon Lakes Pkwy	City, State:	St Johns, FL
Utility:	TECO - Peoples Gas	Utility Account #:	221004398311

### Current Charges

Natural Gas - Commodity				
Description	Term	Therm	Price	Cost
INSIDE FERC FGT Z3	01/03/20 - 02/03/20	35.00	\$0.2840	\$9.94
Fuel	01/03/20 - 02/03/20	1.00	\$0.2840	\$0.28
Totals:		36.00		\$10.22

Transportation Charges				
Description		Units	Price	Cost
Transportation		35.00	\$0.0854	\$2.99
Totals:				\$2.99

Miscellaneous Charges				
Description				Cost
Customer Charge				\$5.95
Totals:				\$5.95

Taxes				
Description				Cost
Florida State Tax 100% Exempt				\$0.00
St. Johns County Tax 100% Exempt				\$0.00
Totals:				\$0.00

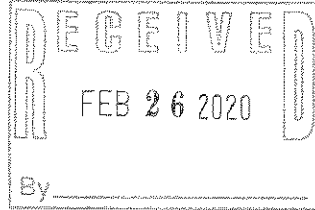
Total Account Charges: \$19.16

**Future Horizons, Inc.**

403 North First Street  
P O Box 1115  
Hastings, FL 32145-1115

Voice: 800-682-1187

Fax: 904-692-1193

**INVOICE**

Invoice Number: 61630

Invoice Date: Jan 31, 2020

Page: 1

**Bill To:**

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

**Ship to:**

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

Customer ID	Customer PO	Payment Terms	
Beacon02	Per Contract	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		3/1/20

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services performed in January, 2020  <i>BA Stephens 1-30-20 LAKE MAINT. 001. 320. 53800. 45005 45 (A)</i>	900.00	900.00
Subtotal				900.00
Sales Tax				
Freight				
Total Invoice Amount				900.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>900.00</b>

Check/Credit Memo No:

Overdue invoices are subject to finance charges.



# Invoice

Thigpen Heating & Cooling, Inc.

CAC056726  
2801 Dawn Road  
Jacksonville FL 32207  
904-448-1962 FAX: 904-448-9090  
59-2621999

Invoice # C43695  
Date: 01/20/20  
Page # 1 of 1

Account # 127224

Beacon Lake Amenity Center  
850 Beacon Lake Parkway  
St. Augustine FL 32095

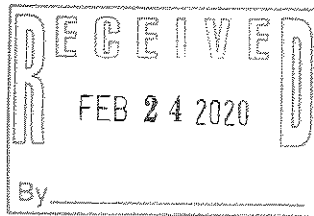
Service At:  
Beacon Lake Amenity Center  
850 Beacon Lake Parkway  
St. Augustine FL 32095

Service Date 01/20/20 PO # Job # 322727 Contract # Claim #

Completed maintenance per Thigpen standards.

Description Of Service	Quantity	Unit Price	Extended Price	Tax
Commercial Maintenance Agmt (#424283)	1	\$0.00	\$0.00	
Scheduled maintenance per #424283	1	\$390.00	\$390.00	
PLEAT FILTER 23-5/16X21.5X1 CARRIER/ICP	2	\$0.00	\$0.00	
PLEAT FLTR 19-7/8X21.5X1	1	\$0.00	\$0.00	
16X24X2 PLEATED FILTER	1	\$0.00	\$0.00	

Balance Due \$390.00



77 (A)  
1,322.572.412

Terms: Due Upon Receipt

Please pay from this Invoice. Thank You

Please Detach and Return with Remittance

Check Enclosed [ ]	Method of Payment
Master Card [ ] Visa [ ] Discover [ ]	
Acct # _____	Exp Date _____
Name on Card _____	
Signature _____	

Invoice # C43695

Date : 01/20/20

Account # 127224

Beacon Lake Amenity Center

Remit To:

Thigpen Heating & Cooling, Inc.  
CAC056726  
2801 Dawn Road  
Jacksonville FL 32207

Amount Due \$390.00

Amount Paid



**YELLOWSTONE**  
LANDSCAPE

## INVOICE

INVOICE #	INVOICE DATE
JAX 83382	1/31/2020
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

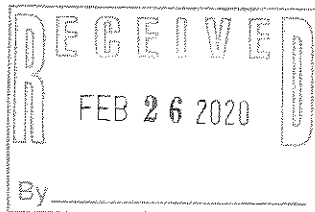
Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Meadow View at Twin Creeks  
CDD

**Invoice Due Date:** March 1, 2020

**Invoice Amount:** \$247.50

Description	Current Amount
Irrigation repairs due to construction damage - Concave See attachment for approval. Irrigation Reapairs	\$247.50



**Invoice Total** \$247.50

*B. Stephens 1-29-20*  
*IRRIGATION REPAIRS*

*001. 320. 53800. 45009*

*40 (A)*

Should you have any questions or inquiries please call (386) 437-6211.



**YELLOWSTONE**  
LANDSCAPE

## INVOICE

INVOICE #	INVOICE DATE
JAX 83383	1/31/2020
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

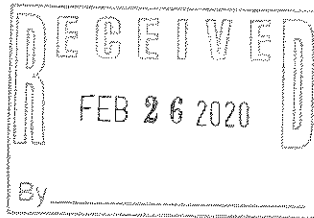
Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Meadow View at Twin Creeks  
CDD

**Invoice Due Date:** March 1, 2020

**Invoice Amount:** \$645.00

Description	Current Amount
Mainline Repair January Irrigation Repairs	\$645.00



**Invoice Total** \$645.00

*B. Hight 1-29-20*  
*IRRIGATION REPAIRS*  
*001. 320. 53800. 45009*  
*40 (A)*

Should you have any questions or inquiries please call (386) 437-6211.



**YELLOWSTONE**  
LANDSCAPE

## INVOICE

INVOICE #	INVOICE DATE
JAX 83384	1/31/2020
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

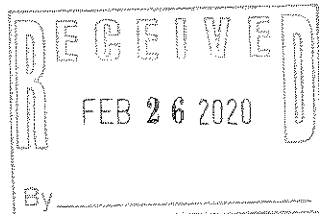
Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Meadow View at Twin Creeks  
CDD

**Invoice Due Date:** March 1, 2020

**Invoice Amount:** \$844.27

Description	Current Amount
January Repairs	
Irrigation Repairs	\$844.27



**Invoice Total** \$844.27

*CB/Sept 1-29-20*  
*IRRIGATION REPAIRS*  
*001. 320. 53800. 45009*  
*40(A)*

Should you have any questions or inquiries please call (386) 437-6211.

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **170**

B. Name and address of Payee: **Clary & Associates, Inc.  
Suite A  
3830 Crown Point Road, Suite A  
Jacksonville, FL 32257**

C. Amount Payable: **1,500.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 2C-Plat Administration - Invoice 2019-332-2**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

January 16, 2020

*Meadow View at Twin Creeks  
Community Development District*

*Check Run Summary*

*3/1/20 - 3/31/20*

<i>Date</i>	<i>Check Numbers</i>	<i>Amount</i>
<i>General Fund</i>		
<i>3/5/20</i>	<i>582-609</i>	<i>\$1,768,733.36</i>
<i>3/19/20</i>	<i>610-623</i>	<i>\$47,500.88</i>
<i>3/26/20</i>	<i>625</i>	<i>\$1,117.27</i>
<i>3/30/20</i>	<i>626-643</i>	<i>\$1,238,226.89</i>
<i>Total Checks</i>		<i>\$3,055,578.40</i>
<i>Autopayments</i>		
<i>3/10/20</i>	<i>Republic Services</i>	<i>\$179.29</i>
<i>3/18/20</i>	<i>St Johns County Utility Dept</i>	<i>\$1,601.80</i>
<i>3/23/20</i>	<i>Comcast</i>	<i>\$1,457.58</i>
<i>3/28/20</i>	<i>Wells Fargo Credit Card</i>	<i>\$1,789.21</i>
<i>3/26/20</i>	<i>FPL</i>	<i>\$5,093.55</i>
<i>3/31/20</i>	<i>TECO</i>	<i>\$176.14</i>
<i>Total Paid Electronically</i>		<i>\$10,297.57</i>
<i>Total General Fund</i>		<i>\$3,065,875.97</i>

*\* Fedex Invoices will be available upon request*





CHECK DATE	VEND#	.....INVOICE..... DATE	.....EXPENSED TO..... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	#
3/05/20	00058	2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #198 INV 1734045							*	348.00		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #198 INV 1734010							*	8,648.00		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #198 INV 1734010-1							*	466.00		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #198 INV 1717991-1							*	3,744.00		
									FEL-JACKSONVILLE WW-#149			13,206.00	000589
3/05/20	00058	2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1716091							*	4,372.40		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1734661							*	15,457.00		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1734665							*	48,350.00		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1736217							*	54,354.00		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1734670							*	28,172.40		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1735288							*	93,839.40		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1734670-1							*	8,492.00		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1736217-1							*	697.00		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1736217-1							*	2,846.00		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1743019							*	3,690.00		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1742873							*	1,250.00		
		2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #200 INV #1742824							*	27,456.00		
									FEL-JACKSONVILLE WW-#149			288,976.20	000590
3/05/20	00058	2/19/20	CFR7 REQ 202003 300-13100-10100 REQ #202 INV #1706968							*	20,654.00		
									FEL-JACKSONVILLE WW-#149			20,654.00	000591
3/05/20	00070	2/19/20	CFR #7 202003 300-13100-10100 REQ 196 INV #2							*	3,250.00		
									GEMINI ENGINEERING & SCIENCES, INC			3,250.00	000592
3/05/20	00060	2/19/20	CFR7 REQ 202003 300-13100-10100 REQ 185 APP #14 TH							*	50,940.95		
									HUGHES BROTHERS CONSTRUCTION INC			50,940.95	000593
									MVTP MEADOW VIEW TP BPEREGRINO				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/05/20	00060	2/19/20 CFR7 REQ 202003 300-13100-10100 REQ #186 APP 4 PHASE 2B		HUGHES BROTHERS CONSTRUCTION INC	*	54,929.82	54,929.82 000594
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
3/05/20	00060	2/19/20 CFR7 REQ 202003 300-13100-10100 REQ #187 APP #3 3A PKWY		HUGHES BROTHERS CONSTRUCTION INC	*	285,697.84	285,697.84 000595
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
3/05/20	00060	2/19/20 CFR7 REQ 202003 300-13100-10100 REQ #188 APP #4 PH 3A		HUGHES BROTHERS CONSTRUCTION INC	*	351,511.19	351,511.19 000596
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
3/05/20	00060	2/19/20 CFR7 REQ 202003 300-13100-10100 REQ #189 APP #14 PH 2		HUGHES BROTHERS CONSTRUCTION INC	*	249,265.20	249,265.20 000597
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
3/05/20	00060	2/19/20 CFR7 REQ 202003 300-13100-10100 REQ 197 APP #5 PH 2B		HUGHES BROTHERS CONSTRUCTION INC	*	38,906.70	38,906.70 000598
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
3/05/20	00075	2/19/20 CFR #7 202003 300-13100-10100 REQ #204 PROPOSAL 2/12/20		LAYMAN WELL DRILLING INC.	*	12,170.00	12,170.00 000599
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
3/05/20	00041	2/19/20 CFR #7 202003 300-13100-10100 REQ #194 INV #9909		STERLING SPECIALTIES, INC.	*	7,680.00	7,680.00 000600
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
3/05/20	00013	2/19/20 CFR #7 202003 300-13100-10100 REQ #203 APP #1 ENTRY2/TH		WEST ORANGE NURSERIES, INC	*	280,044.66	280,044.66 000601
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
3/05/20	00007	2/19/20 CFR #7 202003 300-13100-10100 REQ #201 INV #3556A98805			*	2,676.00	
		2/19/20 CFR #7 202003 300-13100-10100 REQ #201 INV #3556A99231			*	17,342.00	
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
				XYLEM WATER SOLUTIONS			20,018.00 000602
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
3/05/20	00078	3/02/20 32285 202003 320-53800-45007 PREVENT MAINT PROGRAM		COMPAC FILTRATION, INC.	*	6,245.44	6,245.44 000603
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
3/05/20	00001	3/01/20 55 202003 310-51300-34000 MAR MANAGEMENT FEES			*	3,937.50	
		3/01/20 55 202003 310-51300-35100 MAR INFORM TECHNOLOGY			*	166.67	

MVTP MEADOW VIEW TP BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE	...EXPENSED TO... INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT	..... #
		3/01/20	55	202003	310	51300	31600			*	625.00		
			MAR DISSEMINATION SERVICE										
		3/01/20	55	202003	310	51300	51000			*	15.51		
			OFFICE SUPPLIES										
		3/01/20	55	202003	310	51300	42000			*	227.76		
			POSTAGE										
		3/01/20	55	202003	310	51300	42500			*	245.10		
			COPIES										
		3/01/20	55	202003	310	51300	41000			*	25.18		
			TELEPHONE										
									GOVERNMENTAL MANAGEMENT SERVICES			5,242.72	000604
3/05/20	00003	2/28/20	113076	202001	310	51300	31500			*	1,284.99		
			JAN GENERAL COUNSEL										
									HOPPING GREEN & SAMS			1,284.99	000605
3/05/20	00020	2/25/20	55	202001	320	57200	45508			*	3,013.43		
			JAN FACIL MAINT-AMENITY										
		2/25/20	55	202001	320	53800	45006			*	218.46		
			JAN GROUNDS MAINTENANCE										
									RIVERSIDE MANAGEMENT SERVICES			3,231.89	000606
3/05/20	00020	3/01/20	54	202003	320	57200	45507			*	1,295.00		
			MAR JANITORIAL SERVICES										
		3/01/20	54	202003	320	57200	45505			*	1,365.00		
			MAR POLL MAINTENANCE										
		3/01/20	54	202003	320	57200	45504			*	1,666.67		
			MAR CONTRACT ADMIN										
		3/01/20	54	202003	320	57200	45500			*	5,000.00		
			MAR FACILITY MANAGEMENT										
									RIVERSIDE MANAGEMENT SERVICES			9,326.67	000607
3/05/20	00034	2/25/20	1279263	202002	320	57200	44200			*	303.73		
			CLEANING SUPPLIES										
									SEA BREEZE FOOD SERVICE			303.73	000608
3/05/20	00030	9/13/19	278281	201910	320	57200	44207			*	250.00		
			PROJECTOR										
									WELLBEATS, INC			250.00	000609
3/11/20	00080	2/19/20	CFR #7	202003	300	13100	10100			*	7,056.00		
			FPL LIC & PERMIT										
									SMITH-MANUS			7,056.00	000610
3/19/20	00081	2/14/20	200220	202002	320	57200	44200			*	1,569.00		
			LIGHT FIXTURE REPAIRS										
									BEACON ELECTRICAL CONTRACTORS INC			1,569.00	000611
									MVTP MEADOW VIEW TP BPEREGRINO				

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/19/20	00076	3/04/20 35231	202003 320-53800-45007	REPLACE SUBMERSIBLE PUMP	*	6,206.47	
				EAST COAST WELLS & PUMPS SERVICE			6,206.47 000612
3/19/20	00005	3/05/20 193509	202002 310-51300-31100	FEB PROFESSIONAL SERVICES	*	6,275.00	
				ENGLAND THIMS & MILLER, INC			6,275.00 000613
3/19/20	00045	2/28/20 61934	202002 320-53800-45005	FEB LAKE MAINTENANCE	*	900.00	
				FUTURE HORIZONS, INC.			900.00 000614
3/19/20	00014	3/01/20 617650	202003 320-57200-45915	MAR GYM EQUIPMENT LEASE	*	2,307.62	
				MUNICIPAL ASSET MANAGEMENT, INC			2,307.62 000615
3/19/20	00020	2/01/20 53	202002 320-57200-45507	FEB JANITORIAL SERVICES	*	1,295.00	
		2/01/20 53	202002 320-57200-45505	FEB POOL MAINTENANCE	*	1,365.00	
		2/01/20 53	202002 320-57200-45504	FEB OPERATIONS MANAGEMENT	*	1,666.67	
		2/01/20 53	202002 320-57200-45500	FEB FACILITY MANAGEMENT	*	5,000.00	
				RIVERSIDE MANAGEMENT SERVICES			9,326.67 000616
3/19/20	00002	2/11/20 10325807	202002 310-51300-48000	NOTICE OF MEETING 2/20/20	*	80.78	
				ST AUGUSTINE RECORD			80.78 000617
3/19/20	00082	2/25/20 02252020	202002 320-57200-44200	DOOR REPAIR	*	625.00	
				TOMMY WEEKS CONSTRUCTION			625.00 000618
3/19/20	00046	3/10/20 648532	202003 320-57200-45917	MARCH PEST CONTROL	*	190.00	
				TURNER PEST CONTROL			190.00 000619
3/19/20	00030	3/01/20 25117	202003 320-57200-45916	WORKOUT PLAN PLUS	*	2,988.00	
				WELLBEATS, INC			2,988.00 000620
3/19/20	00040	2/29/20 JAX90767	202002 320-53800-45003	FEB LANDSCAPE MAINTENANCE	*	15,653.85	
				YELLOWSTONE LANDSCAPE			15,653.85 000621

MVTP MEADOW VIEW TP BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/19/20	00040	3/02/20 JAX92552	202003 320-53800-45009	IRRIGATION REPAIRS	*	518.49	
				YELLOWSTONE LANDSCAPE			518.49 000622
3/19/20	00040	3/02/20 JAX92553	202003 320-53800-45004	PLANT INSTALLATION	*	860.00	
				YELLOWSTONE LANDSCAPE			860.00 000623
3/26/20	00084	3/04/20 03042020	202003 320-57200-44200	50% DEPOS REPLACED AWNING	*	1,100.00	
				ADVANCED AWNING & DESIGN, LLC			1,100.00 000624
3/26/20	00021	3/10/20 329360ES	202002 320-57200-45913	FEB GAS	*	17.27	
				FLORIDA NATURAL GAS			17.27 000625
3/30/20	00019	3/18/20 CFR#8	202003 300-13100-10100	REQ #223 INV #2020-100	*	350.00	
		3/18/20 CFR#8	202003 300-13100-10100	REQ #224 INV #2019-89-3	*	1,500.00	
		3/18/20 CFR#8	202003 300-13100-10100	REQ #225 INV #2018-724-4	*	11,440.00	
		3/18/20 CFR#8	202003 300-13100-10100	REQ #226 INV #2018-724-5	*	11,440.00	
				CLARY & ASSOCIATES, INC.			24,730.00 000626
3/30/20	00016	3/18/20 CFR #8	202003 300-13100-10100	REQ #212 INV #793497	*	940.50	
		3/18/20 CFR #8	202003 300-13100-10100	REQ #219 INV #792351	*	83.75	
		3/18/20 CFR #8	202003 300-13100-10100	REQ #220 INV #792352	*	586.50	
		3/18/20 CFR #8	202003 300-13100-10100	REQ #228 INV #796526	*	2,788.50	
		3/18/20 CFR #8	202003 300-13100-10100	REQ #229 INV #786578	*	3,294.50	
				ECS FLORIDA, LLC			7,693.75 000627
3/30/20	00005	3/18/20 CFR #8	202003 300-13100-10100	REQ #205 INV #193508	*	2,736.46	
		3/18/20 CFR #8	202003 300-13100-10100	REQ #206 INV #193516	*	750.00	
		3/18/20 CFR #8	202003 300-13100-10100	REQ #207 INV #193514	*	2,135.54	
		3/18/20 CFR #8	202003 300-13100-10100	REQ #208 INV #193517	*	3,618.95	

MVTP MEADOW VIEW TP BPEREGRINO

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		3/18/20	CFR #8 202003 300-13100-10100 REQ #209 INV #193512		*	3,706.64	
		3/18/20	CFR #8 202003 300-13100-10100 REQ #210 INV #193513		*	1,179.20	
		3/18/20	CFR #8 202003 300-13100-10100 REQ #211 INV #193507		*	5,826.03	
				ENGLAND THIMS & MILLER, INC			19,952.82 000628
3/30/20	00066	3/18/20	CFR #8 202003 300-13100-10100 REQ #236 INV #36698		*	280.00	
				ENVIRONMENTAL RESOURCE SOLUTIONS			280.00 000629
3/30/20	00058	3/18/20	CFR#8 RE 202003 300-13100-10100 REQ #231 DIR PUR FEB 2020		*	23,831.40	
				FEL-JACKSONVILLE WW-#149			23,831.40 000630
3/30/20	00058	3/18/20	CFR#8 RE 202003 300-13100-10100 REQ #232 DIR PUR FEB 2020		*	24,580.00	
				FEL-JACKSONVILLE WW-#149			24,580.00 000631
3/30/20	00060	3/18/20	CFR#8 RE 202003 300-13100-10100 REQ #213 PAYMENT #5		*	209,270.11	
				HUGHES BROTHERS CONSTRUCTION INC			209,270.11 000632
3/30/20	00060	3/18/20	CFR#8 RE 202003 300-13100-10100 REQ#214 PAYMENT #15		*	203,798.50	
				HUGHES BROTHERS CONSTRUCTION INC			203,798.50 000633
3/30/20	00060	3/18/20	CFR#8 RE 202003 300-13100-10100 REQ 216 PAYMENT #16		*	297,856.24	
				HUGHES BROTHERS CONSTRUCTION INC			297,856.24 000634
3/30/20	00060	3/18/20	CFR#8 RE 202003 300-13100-10100 REQ #217 PAYMENT #6		*	29,770.49	
				HUGHES BROTHERS CONSTRUCTION INC			29,770.49 000635
3/30/20	00060	3/18/20	CFR#8 RE 202003 300-13100-10100 REQ #218 RAYMENT #4		*	271,212.32	
				HUGHES BROTHERS CONSTRUCTION INC			271,212.32 000636
3/30/20	00073	3/18/20	CFR#8 202003 300-13100-10100 REQ #233 INV #4231		*	23,700.00	
				KAD ELECTRIC COMPANY			23,700.00 000637
3/30/20	00085	3/18/20	CFR#8 RE 202003 300-13100-10100 REQ#221 INV#1234 60% DEPO		*	24,174.00	
				MAILBOX SPECIALISTS			24,174.00 000638
				MVTP MEADOW VIEW TP BPEREGRINO			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
3/30/20	00085	3/18/20 CFR#8 RE REQ#222	202003 300-13100-10100 INV#1235 60% DEPO	MAILBOX SPECIALISTS	*	12,177.87	12,177.87 000639
3/30/20	00085	3/18/20 CFR#8 RE REQ#227	202003 300-13100-10100 INV#19043 60% DEP	MAILBOX SPECIALISTS	*	18,480.00	18,480.00 000640
3/30/20	00083	3/18/20 CFR #8 REQ #230	202003 300-13100-10100 INV #16565	ST JOHNS SOD SERVICES LLC	*	6,270.00	6,270.00 000641
3/30/20	00086	3/18/20 CFR#8 REQ #234	202003 300-13100-10100 INV #2412	TOP LINE RECREATION, INC.	*	39,150.39	39,150.39 000642
3/30/20	00007	3/18/20 CFR #8 REQ #235	202003 300-13100-10100 DIR PUR FEB 2020	XYLEM WATER SOLUTIONS	*	1,299.00	1,299.00 000643
TOTAL FOR BANK A						3,055,578.40	
TOTAL FOR REGISTER						3,055,578.40	

MVTP MEADOW VIEW TP BPEREGRINO

# Meadow View at Twin Creeks

Community Development District

Construction Funding Request #7

February 19, 2020

Req.	PAYEE		
174	<b>Harbinger</b> 3 Sign Backings Proposal #76255 2/5/20	Already paid	\$ 378.00
175	<b>ECS Florida LLC</b> Beacon Lake Townhomes - Engineering and Reporting Services Inv #7861760		\$ 951.50
176	<b>Basham Lucas</b> Beacon Lake Inv #8048		\$ 10,740.00
177	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 2 Bidding & CEI Services WA#11 Jan20 Inv #193168		\$ 1,490.45
178	<b>England Thims &amp; Millier Inc</b> Beacon Lake Townhomes Bidding & CEI Services WA#10 Jan20 Inv #193166		\$ 4,573.25
179	<b>England Thims &amp; Millier Inc</b> Beacon Lake Community Park and Garden -Design Phase WA#20 Jan20 Inv #193177		\$ 8,705.12
180	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 4/Twin Creeks Drive to Phase 4 Entrance Gate WA #19 Jan20 Inv #193176		\$ 2,250.00
181	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 3A CEI Services WA#17 Jan20 Inv #193174 1/10/20		\$ 2,728.00
182	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 2B WA#18 Jan20 Inv #193173		\$ 1,163.12
183	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 3B (200 Lots Only) WA#15 Jan20 Inv #193171		\$ 6,486.17
184	<b>Environmental Resource Solutions Inc</b> Beacon Lake Phase 3B Professional Services Jan20 Inv #36643		\$ 1,773.75
185	<b>Hughes Brothers Construction Inc</b> Beacon Lake Townhouse Payment #14		\$ 50,940.95
186	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 2B Payment #4		\$ 54,929.82
187	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 3A Parkway Payment #3		\$ 285,697.84
188	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 3A Payment #4		\$ 351,511.19
189	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 2 Payment #14		\$ 249,265.20
190	<b>Bluegreen Corporation</b> License and Permit Bond (Florida Power & Light) Inv #153515-1-1		\$ 7,056.00
191	<b>Clary &amp; Associates Inc</b> Beacon Lake Unit 2A Set Permanent Control Points Inv #2019-331-6		\$ 2,325.00
192	<b>Clary &amp; Associates Inc</b> Beacon Lake Unit 2A Set Rear Lot Corners Inv #2019-331-5		\$ 3,825.00
193	<b>Clary &amp; Associates Inc</b>		



# Meadow View at Twin Creeks

Community Development District

Construction Funding Request #7

February 19, 2020

Req.	PAYEE		
	Beacon Lake Unit 2A Set Front Lot Corners Inv #2019-331-4	\$	5,740.00
194	<b>Sterling Specialties Inc</b> Beacon Lake- Temporary chain link fence in construction area Inv #9909	\$	7,680.00
195	<b>Environmental Resource Solutions Inc</b> Beacon Lake Phase 3B Professional Services Feb20 Inv #36488	\$	4,635.00
196	<b>Gemini Engineering &amp; Sciences Inc</b> Beacon Lake Phase 3B - Professional Services Inv #2 1/24/20	\$	3,250.00
197	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 2B Payment #5	\$	38,906.70
198	<b>Ferguson Water Works</b> Beacon Lakes Phase 3A Parkway - Direct Purchase Jan 2020	\$	13,206.00
199	<b>Del Zotto Products of Florida Inc</b> Beacon Lake Phase 3A Parkway - Direct Purchase Jan 2020	\$	1,155.00
200	<b>Ferguson Water Works</b> Beacon Lake Phase 3A Sub - Direct Purchase Jan 2020	\$	288,976.20
201	<b>Xylem Water Solutions</b> Beacon Lake Phase 3A Sub - Direct Purchase Jan 2020	\$	20,018.00
202	<b>Ferguson Water Works</b> Beacon Lakes Phase 2 - Direct Purchase Jan 2020	\$	20,654.00
203	<b>West Orange Nurseries Inc</b> Beacon Lake Entry #2 & Townhomes - Application for Payment #1	\$	280,044.66
204	<b>Laymann Well Drilling Inc</b> 2 Wells for Beacon Lake Townhomes - Phase 2 (50% deposit)	\$	12,170.00
<b>Total Funding Request</b>		<b>\$</b>	<b>1,743,225.92</b>

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

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **175**

B. Name and address of Payee: **ECS**  
**14026 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**

C. Amount Payable: **951.50**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Townhomes - Engineering and Reporting Services - Invoice 786176**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

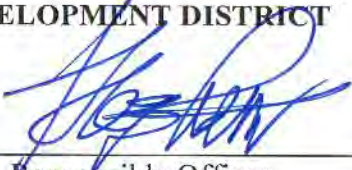
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **176**

B. Name and address of Payee: **Basham Lucas  
7645 Gate Parkway, Suite 201  
Jacksonville, FL 32256**

C. Amount Payable: **10,740.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake - Invoice 8048**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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Consulting Engineer

February 19, 2020



**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **177**

B. Name and address of Payee: **ETM  
ABA Routing #053100300  
Jacksonville, FL  
Account #9061592290 - England, Thims & Miller, Inc.**

C. Amount Payable: **1,490.45**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 2 Bidding and CEI Services (WA#11) Invoice 193168**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **178**

B. Name and address of Payee: **ETM  
ABA Routing #053100300  
Jacksonville, FL  
Account #9061592290 - England, Thims & Miller, Inc.**

C. Amount Payable: **4,573.25**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Townhomes Bidding & CEI Services (WA#10) Invoice 193166**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **179**

B. Name and address of Payee: **ETM  
ABA Routing #053100300  
Jacksonville, FL  
Account #9061592290 - England, Thims & Miller, Inc.**

C. Amount Payable: **8,705.12**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Community Park and Graden-Design Phase (WA#20) Invoice 193177**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;


2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **180**

B. Name and address of Payee: **ETM  
ABA Routing #053100300  
Jacksonville, FL  
Account #9061592290 - England, Thims & Miller, Inc.**

C. Amount Payable: **2,250.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 4/Twin Creeks Drive to Phase 4 Entrance Gate (WA#19) Invoice 193176**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

\_\_\_\_\_  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **181**

B. Name and address of Payee: **ETM  
ABA Routing #053100300  
Jacksonville, FL  
Account #9061592290 - England, Thims & Miller, Inc.**

C. Amount Payable: **2,728.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 3A (CEI Services) WA#17 - Invoice 193174**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **182**

B. Name and address of Payee: **ETM**  
**ABA Routing #053100300**  
**Jacksonville, FL**  
**Account #9061592290 - England, Thims & Miller, Inc.**

C. Amount Payable: **1,163.12**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 2B WA#18 - Invoice 193173**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **183**

B. Name and address of Payee: **ETM  
ABA Routing #053100300  
Jacksonville, FL  
Account #9061592290 - England, Thims & Miller, Inc.**

C. Amount Payable: **6,486.17**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 3B (200 Lots Only) WA#15 - Invoice 193171**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;


2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **184**

B. Name and address of Payee: **Environmental Resource Solutions, Inc.  
3550 St. Johns Bluff Road  
Jacksonville, FL 32246**

C. Amount Payable: **1,773.75**

D. Purpose 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 Cost of Issuance, if applicable): **Professional Services related to Beacon Lakes Phase 3B - Invoice 36643**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

\_\_\_\_\_  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **185**
- B. Name and address of Payee: **Hughes Brothers Construction, Inc.**  
**948 Walker Road**  
**FedEx Account: 189249470**
- C. Amount Payable: **50,940.95**
- D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #14 - Beacon Lake Townhomes**
- E. Amount, if any, that is to be used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

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☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

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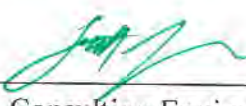
**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **186**

B. Name and address of Payee: **Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
FedEx Account: 189249470**

C. Amount Payable: **54,929.82**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #4 - Beacon Lake Phase 2B**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

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☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;



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**MEADOW VIEW AT TWIN CREEKS  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **187**

B. Name and address of Payee: **Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
FedEx Account: 189249470**

C. Amount Payable: **285,697.84**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #3 - Beacon Lake Phase 3A Parkway**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **188**

B. Name and address of Payee: **Hughes Brothers Construction, Inc.**  
**948 Walker Road**  
**Wildwood, FL 34785**  
**FedEx Account: 189249470**

C. Amount Payable: **351,511.19**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #4 - Beacon Lake Phase 3A**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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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  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **189**

B. Name and address of Payee: **Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
FedEx Account: 189249470**

C. Amount Payable: **249,265.20**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #14 - Beacon Lake Phase 2**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the 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  
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **190**

B. Name and address of Payee: **Bluegreen Corporation  
Attn: Toni Hartman  
4960 Conference Way No., Ste 100  
Boca Raton, FL 33431-4453**

C. Amount Payable: **7,056.00**

D. Purpose 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 Cost of Issuance, if applicable): **License and Permit Bond (Florida Power & Light) Invoice 183515-1-1**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **191**

B. Name and address of Payee: **Clary & Associates, Inc.  
3830 Crown Point Road  
Suite A  
Jacksonville, FL 32257**

C. Amount Payable: **2,325.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 2A - Set Permanent Control Points - Invoice 2019-331-6**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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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  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **192**

B. Name and address of Payee: **Clary & Associates, Inc.  
3830 Crown Point Road  
Suite A  
Jacksonville, FL 32257**

C. Amount Payable: **3,825.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 2A - Set Rear Lot Corners - Invoice 2019-331-5**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

\_\_\_\_\_  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **193**

B. Name and address of Payee: **Clary & Associates, Inc.  
3830 Crown Point Road  
Suite A  
Jacksonville, FL 32257**

C. Amount Payable: **5,740.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 2A - Set Front Lot Corners- Invoice 2019-331-4**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the Project which has not previously been paid.

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**MEADOW VIEW AT TWIN CREEKS  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **194**

B. Name and address of Payee: **Sterling Specialties, Inc.  
7000 Highway 1 North, Ste 601  
St. Augustine, FL 32095**

C. Amount Payable: **7,680.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake - Temporary chain link fence in construction area - Invoice 9909**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **195**
- B. Name and address of Payee: **Environmental Resource Solutions, Inc.  
3550 St. Johns Bluff Road  
Jacksonville, FL 32246**
- C. Amount Payable: **4,635.00**
- D. Purpose 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 Cost of Issuance, if applicable): **Professional Services related to Beacon Lakes Phase 3B - Invoice 36488**
- E. Amount, if any, that is to be used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

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☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

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

Responsible Officer

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

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\_\_\_\_\_  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **196**

B. Name and address of Payee: **Gemini Engineering & Sciences, Inc.**  
**2950 Halcyon Lane, Suite 501**  
**Jacksonville, FL 32223**

C. Amount Payable: **3,250.00**

D. Purpose 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 Cost of Issuance, if applicable): **Professional services related to Beacon Lake Ph 3B - Inv #2**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

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2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **197**

B. Name and address of Payee: **Hughes Brothers Construction, Inc.**  
**948 Walker Road**  
**Wildwood, FL 34785**  
**FedEx Account: 189249470**

C. Amount Payable: **38,906.70**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #5 - Beacon Lake Phase 2B**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously been paid.

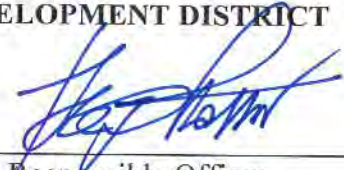
The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

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

  
Responsible Officer

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

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Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **198**

B. Name and address of Payee: **Ferguson Water Works  
PO Box 100286  
Atlanta, GA 30384-0286**

C. Amount Payable: **13,206.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A Prkwy - Direct Purchase (Jan 2020)**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

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A. Requisition Number: **199**

B. Name and address of Payee: **Del Zotto Products of Florida Inc.  
4575 W Hwy 40  
Ocala, FL 34482**

C. Amount Payable: **1,155.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A Prkwy - Direct Purchase (Jan 2020)**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **200**

B. Name and address of Payee: **Ferguson Water Works  
PO Box 100286  
Atlanta, GA 30384-0286**

C.

D. Amount Payable: **288,976.20**

E. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A Sub - Direct Purchase (Jan 2020)**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **201**

B. Name and address of Payee: **Xylem Water Solutions  
2152 Sprint Blvd  
Apopka, FL 32703**

C. Amount Payable: **20,018.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A Sub- Direct Purchase (Jan 2020)**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **202**

B. Name and address of Payee: **Ferguson Water Works  
PO Box 100286  
Atlanta, GA 30384-0286**

C. Amount Payable: **20,654.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 2 - Direct Purchase (Jan 2020)**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By: 

Responsible Officer

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

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Consulting Engineer

February 19, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

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A. Requisition Number: **203**

B. Name and address of Payee: **West Orange Nurseries, Inc.  
13207 W Colonial Drive Winter Garden FL 3478  
West Orange Plant Installation  
Routing Number 067005158  
Account Number 111010377**

C. Amount Payable: **280,044.66**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Entry #2 & Townhomes - Application for Payment No. 1**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

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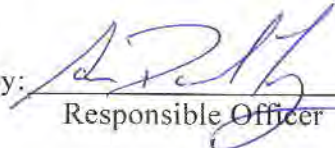
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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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Consulting Engineer

February 19, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **204**
- B. Name and address of Payee: **Layman Well Drilling, Inc.**  
**PO Box 66**  
**Satsuma, FL 32189**
- C. Amount Payable: **12,170.00**
- D. Purpose 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 Cost of Issuance, if applicable): **2 wells for Beacon Lake Townhomes - Phase 2 (50% Deposit)**
- E. Amount, if any, that is to be used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: The

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- or
- ☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;



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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
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**CONSULTING ENGINEER'S APPROVAL  
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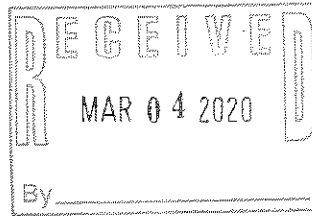
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Consulting Engineer

February 19, 2020



2020 West Beaver Street  
Jacksonville, FL 32209  
Phone: 904-356-4003



# Invoice

Date	Invoice Number
3/2/2020	32285

Bill To
Beacon Lake Amenity Group 475 West Town Place Suite 114 St. Augustine, FL 32092

Ship To
Beacon Lake Amenity Group 475 West Town Place Suite 114 St. Augustine, FL 32092

78 (A)

1,322,538.45007

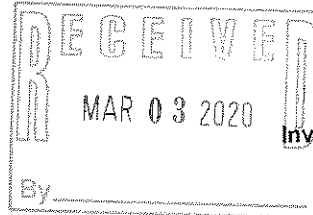
WO/JOB Number
022120-3

Terms	PO Number	Project Name	SO Number	Quote Number	Due Date	Ship Via	Ship Date
Due Prior To Service Sched...		Beacon Lakes	022120-3	021020-2TA	3/2/2020		3/2/2020
Qty	Item	Description	Rate	Amount			
4	Item Service	Preventative Maintenance Program -Complete Equipment Clean-Up -Replace gauges/flow meters as needed -Replace Peristaltic Pump Tubings as needed -Grease Motors as needed -Complete Filter Degrease-Acid Wash Filters as needed -Evaluate and provide recommendations on all other mechanical equipment to ensure minimum downtime  NOTE: (Price is per site visit per equipment pack and qty is divided in a 12 month period with 2 visits minimum)  This job has two equipment packs so two trips for the year billing half for each one	2,945.96	11,783.84			
	Discount	Preferred Customer Discount	-5,538.40	-5,538.40			

<div>Insufficient funds due to returned checks, wire transfers and/or credit cards will be subject to loss of customer discount and will incur a 1.5% finance charge compounded monthly until paid in full.</div> <div>Customer discount will be revoked and charged back to the Final Invoice if not paid within the specified terms.</div>	<b>Subtotal</b>	USD 6,245.44
	<b>Sales Tax (0.0%)</b>	USD 0.00
	<b>Additional Payments/Credits</b>	USD 0.00
	<b>Balance Due</b>	USD 6,245.44

**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice**

Invoice #: 55  
Invoice Date: 3/1/20  
Due Date: 3/1/20  
Case:  
P.O. Number:

**Bill To:**

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

Description	Hours/Qty	Rate	Amount
Management Fees - March 2020 1,310.573,340		3,937.50	3,937.50
Information Technology - March 2020 351		166.67	166.67
Dissemination Agent Services - March 2020 316		625.00	625.00
Office Supplies 570		15.51	15.51
Postage 422		227.76	227.76
Copies 425		245.10	245.10
Telephone 410		25.18	25.18
1 (A)			
Total			\$5,242.72
Payments/Credits			\$0.00
Balance Due			\$5,242.72

# Hopping Green & Sams

Attorneys and Counselors

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

3 (A)  
1,310, 573, 315

## STATEMENT

February 28, 2020

Meadow View at Twin Creeks Community Development

District

c/o GMS, LLC

475 West Town Place, Suite 114

St. Augustine, FL 32092

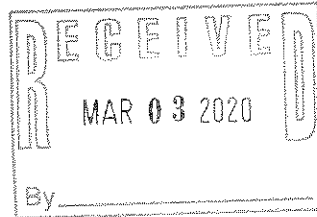
Bill Number 113076

Billed through 01/31/2020

**General Counsel**

**MVTCDD 00001**

**JLE**



### **FOR PROFESSIONAL SERVICES RENDERED**

12/10/19	LMC	Prepare response to Notice to Owner letters to Central Florida Lift Stations; Duval Asphalt Products, Inc; and Preferred Materials, Inc - Concrete; prepare postage for same.	1.40 hrs
01/07/20	JLE	Research regarding Form 8 inquiry.	0.20 hrs
01/07/20	KEM	Prepare responses to notices to owner.	0.10 hrs
01/07/20	LMC	Finalize, transmit, and forward electronic copies of response to Notice to Owner letters.	0.80 hrs
01/10/20	KEM	Confer with DPBR regarding status of alcohol license.	0.10 hrs
01/10/20	LMC	Prepare response to Notice to Owner letters.	1.20 hrs
01/13/20	KEM	Confer with DPBR regarding status of alcohol license.	0.10 hrs
01/14/20	JLE	Review documents regarding alcohol license; follow-up regarding the same.	0.20 hrs
01/14/20	KEM	Confer with Mossing and Whetsel regarding fingerprinting for alcohol license.	0.20 hrs
01/16/20	JLE	Prepare for and attend Board meeting.	0.40 hrs
01/21/20	JLE	Confer with District Staff and Board Supervisor regarding performance bond; follow-up email regarding the same.	0.40 hrs
01/22/20	JLE	Conference call regarding performance bond; follow-up regarding the same.	0.40 hrs
01/23/20	JLE	Review forms of performance bond; conferences with Board Supervisor and Precious regarding the same; review final form; email regarding the same.	0.60 hrs
01/27/20	KEM	Review executed surety bond and indemnification agreement.	0.20 hrs
01/28/20	JLE	Email regarding fence easement item.	0.20 hrs
01/30/20	KEM	Confer with Mossing and Whetsel regarding fingerprinting for alcohol license.	0.10 hrs



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Total fees for this matter	\$1,269.00
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**DISBURSEMENTS**

Conference Calls	15.99
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Total disbursements for this matter	\$15.99
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**MATTER SUMMARY**

Earlywine, Jere L.	2.40 hrs	275 /hr	\$660.00
Ibarra, Katherine E. - Paralegal	0.80 hrs	145 /hr	\$116.00
Clavenna, Lydia M. - Paralegal	3.40 hrs	145 /hr	\$493.00

TOTAL FEES	\$1,269.00
TOTAL DISBURSEMENTS	\$15.99

<b>TOTAL CHARGES FOR THIS MATTER</b>	<b>\$1,284.99</b>
--------------------------------------	-------------------

**BILLING SUMMARY**

Earlywine, Jere L.	2.40 hrs	275 /hr	\$660.00
Ibarra, Katherine E. - Paralegal	0.80 hrs	145 /hr	\$116.00
Clavenna, Lydia M. - Paralegal	3.40 hrs	145 /hr	\$493.00

TOTAL FEES	\$1,269.00
TOTAL DISBURSEMENTS	\$15.99

<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$1,284.99</b>
------------------------------------	-------------------

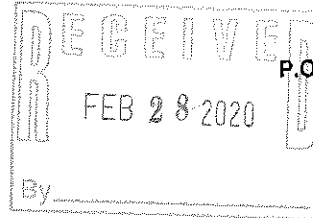
**Please include the bill number on your check.**

Riverside Management Services, Inc  
9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Invoice #: 55  
Invoice Date: 2/25/2020  
Due Date: 2/25/2020  
Case:  
P.O. Number:

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



Description	Hours/Qty	Rate	Amount
Facility Maintenance January 1 - January 31, 2019		1,993.97	1,993.97
Maintenance Supplies		1,237.92	1,237.92
<div>20 (A)</div> <div>YB Hupt 2-26-20 Facility Maint. Amenity - \$3013.43 001.320.57200.45508 Grounds Maint. - \$218.46 001.320.53800.45006</div>			

Total \$3,231.89

Payments/Credits \$0.00

Balance Due \$3,231.89

RMS

**MEADOWVIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
MAINTENANCE BILLABLE HOURS  
FOR THE MONTH OF JANUARY 2020**

<u>Date</u>	<u>Hours</u>	<u>Employee</u>	<u>Description</u>
1/2/20	4	K.H.	Removed debris on tennis courts, spot cleaned with pressure washer on pool deck and building, replaced hose end on handicapped chair on pool deck, picked up supplies
1/6/20	2	K.B.	Replaced 2 hoses in stenner pumps, fixed 4 chairs that had damage from wind
1/8/20	1	F.S.	Removed debris throughout the neighborhood
1/9/20	7	K.B.	Replaced light bulbs in restaurant area, used magic eraser to removed scuff marks from walls, fixed gated to dog parks, checked all windscreens on tennis court, pressure washed front of building
1/13/20	1.5	K.B.	Checked light in office, tried 3 new bulbs still not working, needs new ballast, checked water fountain to change filter, unable to find filter location, Danielle emailed Mike Smith
1/14/20	3.5	K.B.	Extra cleaning on pool - vacuumed, skimmed, scrubbed tile and checked pool chemicals
1/16/20	1	F.S.	Removed debris throughout the neighborhood
1/16/20	8	K.B.	Pressure washed half of the backside of building, including breeze way, patio and chairs at fireplace
1/21/20	6	R.W.	Pressure washed section on amenity center, underside of pool sunshades (3), 75 pieces of pool furniture
1/22/20	1	F.S.	Removed debris throughout the neighborhood
1/23/20	7.5	K.B.	Wiped down playground picnic tables, raked playground mulch, cleaned water fountain at playground, cleaned gate and 2 fences on each side leading to playground, cleaned window seals and bathroom doors, fixed 2 fan blades
1/27/20	3.5	K.B.	Sanded sign near park entrance, wiped walls of scuff marks, fixed 2 chairs that had loose screws on pool deck
1/29/20	1	F.S.	Removed debris throughout the neighborhood
1/30/20	7.5	K.B.	Pressure washed gazebo inside and out, changed lights in gazebo, pressure washed gazebo floor, put together lost and found chest
1/30/20	2	F.S.	Removed debris around all lakes

TOTAL      58.5

MILES      37

\*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

MAINTENANCE BILLABLE PURCHASES

Period Ending 02/05/20

<u>DISTRICT</u>	<u>DATE</u>	<u>SUPPLIES</u>	<u>PRICE</u>	<u>EMPLOYEE</u>
MEADOWVIEW				
AT TWIN CREEKS GDD	1/9/20	Stenner Pump Tube (2)	93.15	B.S.
(MVTC)	1/10/20	Jumbo Toilet Paper 12 Rolls/case	61.51	T.W.
	1/12/20	Cool White 10pk Light Bulbs 4'	36.90	K.B.
	1/17/20	Dog Waste Bags 10 rolls of 200	70.06	B.S.
	1/17/20	Urinal Screens Box of 10 (5)	136.78	B.S.
	1/22/20	Mason Line (2)	10.05	B.S.
	1/22/20	4" Heat Shrink Tubing	4.58	B.S.
	1/22/20	Solid Braid Rope 3/8"x1' (20)	10.81	B.S.
	1/28/20	Chlorine Feeder Pump for Lap Pool	808.07	B.S.
			0.00	
		TOTAL	<u>\$1,237.92</u>	

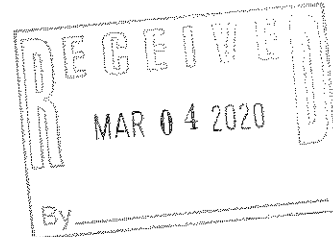
Riverside Management Services, Inc

9655 Florida Mining Blvd. W.  
Building 300, Suite 305

# Invoice

Date	Invoice #
3/1/2020	54

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



P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Janitorial Services - March 2020 320, 572, 45507	1,295.00	1,295.00
	Pool Maintenance Services - March 2020 320, 572, 45505	1,365.00	1,365.00
	Contract Administration - March 2020 320, 572, 45504	1,666.67	1,666.67
	Facility Management - Meadow View - March 2020 320, 572, 4550	5,000.00	5,000.00
	20 ④		
Total			\$9,326.67

RMW  
3/2/20

CUSTOMER COPY

INVOICE NO. 1279263

PAGE 1

SLM. # 74

CUSTOMER # 609500

ORDER DATE 02252020

3807 Edgewood Drive  
Jacksonville, Florida 32254  
Phone 904-356-9905/Fax 904-356-9902  
1-800-745-0945

TRIP STOP 5

TELEPHONE 602-373-7227

TERMS DUE AFTER 30 DAYS

SPECIAL INSTRUCTIONS

MEMO- 00 PD #-

VIEW AT TWIN CREEK MEADOW VIEW AT TWIN CREEK  
JACON LAKE PKWY 475 WEST TOWN PLACE  
STE 114 ST AUGUSTINE FL 32092  
JUSTINE FL 32095

34 (A) 1,320,582.442

QTY	UNIT	DESCRIPTION	PACK	SIZE	ST	WEIGHT	COST	AMOUNT
1		CHEMICAL PINE SOL LEMON FRSH CONCENTRATE	3	144 OZ			30.94	30.94
1		TOWEL MULTIFOLD WHITE 9.25X9.5 #AMW250	16	250 CT			28.89	28.89
1		TISSUE TOILET JUMBO 2PLY 12" WIDE ROLL	6	2000 FT			38.53	77.06
1		CLEANER DISTINCT II GLASS WITH AMONIA	4	1 GAL			30.97	30.97
1		MOP COTTON HEAD SCREW TYPE 240Z	1	EACH			5.75	27.00
1		CLEANER STAINLESS AQUA STEEL AEROSOL	12	16 OZ			38.55	38.55
1		SWIFFER DUSTER REFILL #70911	4	10 CT			29.52	59.04
1		LINER 38X58 1.5MIL BLACK #EC385815K 60 G	10	10 CT			32.78	32.78
1		MOP BUCKET W/ WRINGER YELLOW 36 QT	1	EACH			59.20	59.20
CATEGORY RECAP			COST		RETAIL		% PROF	
			384.43		14			
DELIVERY FEE							5.50	

20  
803.733  
Please pay

RECEIVED  
FEB 27 2020

By

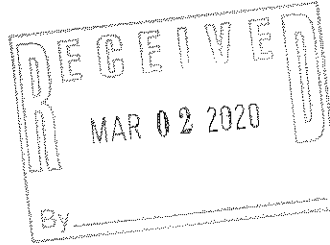
SUB-TOTAL	789.93
TAX	.00
INVOICE TOTAL	789.93

ST = STATUS CODE  
O = OUT  
S = SUB  
P = PARTIAL FILL  
TX = TAX

CUSTOMER SIGNATURE  
Richard M. [Signature]  
CHECK MERCHANDISE CAREFULLY - NO ADJUSTMENTS MADE AFTER DRIVER LEAVES  
IN CASE BUYER IS INSTITUTED TO COLLECT THIS INVOICE OR ANY PORTION THEREOF, BUYER AGREES TO PAY SUCH ADDITIONAL SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEE FOR ANY MATTER RELATING TO THIS INVOICE. SHALL BE JACKSONVILLE, FLORIDA.

THE RATE OF 1% WILL BE CHARGED ON ALL OUTSTANDING BALANCES

# Invoice



Page 1/1  
Invoice 278281  
Date 9/13/2019

**Wellbeats, Inc.**  
1660 South Hwy 100  
Suite 590  
St. Louis Park MN 55416

**Bill To:** Beacon Lake  
GOVERNMENTAL MANANGEMENT SERVICES  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649

**Ship To:** Beacon Lake  
Ernesto Torres  
GOVERNMENTAL MANANGEMENT SERVICES  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		13316			BEST WAY		9/13/2019	241,438
Ordered	Shipped	B/O	Item Number	Description		Discount	Unit Price	Ext. Price
1	\$1.00	\$0.00	MISC	D968U PROJECTOR		\$0.00	\$250.00	250

1.320.572.44207

80 8

Subtotal	\$250.00
Misc	\$0.00
Tax	\$0.00
Freight	0.00000
Trade Discount	\$0.00
Total	\$250.00
Amount Received	\$0.00
Amount Due	\$250.00

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **190**

B. Name and address of Payee: **Smith Manus  
Bluegreen Corporation  
Attn: Toni Hartman  
4960 Conference Way No., Ste 100  
Boca Raton, FL 33431-4453**

C. Amount Payable: **7,056.00**

D. Purpose 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 Cost of Issuance, if applicable): **License and Permit Bond (Florida Power & Light) Invoice 183515-1-1**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

February 19, 2020

Smith-Manus  
2307 River Road, Suite 200  
Louisville, KY 40206-5005  
Phone: (502) 636-9191  
Fax: (502) 636-5328

# BOND INVOICE



Remit to:  
Smith-Manus  
2307 River Road, Suite 200  
Louisville, KY 40206-5005

Mailing Address:	Code: 032
Bluegreen Corporation Attn: Toni Hartman 4960 Conference Way No., Ste 100 Boca Raton, FL 33431-4453	

Terms: Due Upon Receipt

Customer Copy

Bond Executed in the following Company:

Lexon Insurance Company

RECEIVED

JAN 28 2020

Risk Mgmt.

Principal:

Meadow View at Twin Creeks CDD  
475 West Town Place  
Suite 114  
Saint Augustine, FL 32092  
Account Number: MeadViews

Obligee:

Florida Power & Light Company  
303 Hastings Rd.  
St. Augustine, FL 32084

Bond Number- Term-Trans	Effective Date	Expiration Date	Statement
LICX1192193-1-1	1/23/2020	1/23/2021	JAN 20

Bond Amount	Type	Invoice Number
\$470,416.18	LICENSE & PERMIT BONDS	183515-1-1

Bond Description
Beacon Lake Phase 2 - Work Order Nos. 8375202/8938595

Kentucky Surcharge Amount	%	FL Hurricane Cat Fund	%
\$ .00	0.0%	\$ .00	0.0%

Premium	Plus Taxes	Total Customer Amount	Balance Due-SMA
\$7,056.00	\$0.00	\$7,056.00	\$7,056.00

Date Printed: 1/23/2020

Date Invoiced: 1/22/2020

# Beacon Electrical Contractors, Inc.

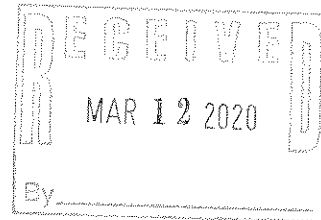
731 Duval Station Rd. Suite 107-306  
Jacksonville, Florida 32218  
Phone: 904-338-5394  
Fax: 904-751-6583

## INVOICE #200220

Date: 2-14-20

To: Riverside Management Services, Inc.  
9145 Narcoossee Road, Suite A206  
Orlando, FL 32827

Attn: Brian Stephens  
Phone:  
Email: bstephans@riversidemngtsvc.com



WORK COMPLETED 2-14-20 @ Beacon Lakes Clubhouse:

Labor and materials for:

- Trouble shoot light fixtures.
- Install six new emergency light fixtures and ballasts.
- Install six new emergency ballast and five normal ballast.
- Install (12) new lamps to match existing fixture lamp color.

*B. Stephens* 3-6-20  
Repairs + Replacements  
001.320.57200.44200  
81

TOTAL INVOICE AMOUNT

\$ 1,569.00

All work has been completed in a workmanlike manner according to standard practices and the National Electrical Codes. All work has a one-year warranty effective as of the date of this invoice.

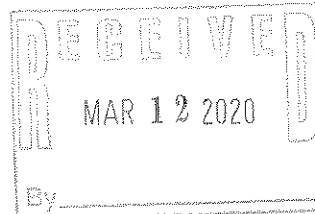
East Coast Wells & Pump Service  
 PO Box 860179  
 St. Augustine, FL 32086-0179  
 904 824-6630  
 www.eastcoastwells.com  
 eastcoastwells@gmail.com

# INVOICE

DATE	INVOICE #
3/4/2020	35231

**BILL TO:**

Riverside Management  
 9655 Florida Mining Blvd West  
 Building 300 Suite 305  
 Jacksonville, FL 32257



P.O. NO	TERMS	REP	PERMIT #
	DUE UPON RECEIPT	DH/RM	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	<p><u>SITE: BEACON LAKE</u></p> <p>QUOTED: - PULLED &amp; REPLACED SUBMERSIBLE PUMP</p> <p>MATERIAL: 7.5 HP, 460V, 3-PHASE MOTOR WITH 7.5 HP/80 GPM LIQUID END (2) STICKS - 2" PIPE 42' - 10/3 WIRE</p> <p><i>Blapt 3-6-20</i>  <i>Pump Repairs</i>  <i>001.320.53800.45007</i>  <i>76</i></p>	<p>1,800.00</p> <p>4,406.47</p>	<p>1,800.00</p> <p>4,406.47</p>

18% APR will be applied to any invoice not paid in full within 30 days.  
 Visa or Mastercard Accepted

**Total** \$6,206.47

\*ALL PUMPS CARRY A ONE YEAR MANUFACTURER'S WARRANTY. PARTS & LABOR ARE PROVIDED FREE OF CHARGE FOR A 30 DAY PERIOD FOLLOWING INSTALLATION. LABOR IS NOT COVERED UNDER WARRANTY AFTER THE FIRST 30 DAYS AND WILL BE BILLED AT THE CURRENT BUSINESS RATE.  
 \*ALL DISCREPANCIES MUST BE REPORTED WITHIN 10 DAYS.  
 \*REASONABLE COLLECTION & ATTORNEY'S FEES WILL BE ASSESSED TO ALL ACCOUNTS PLACED FOR COLLECTION.

**Payments/Credits** \$0.00

**Balance Due** \$6,206.47



GF

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

March 5, 2020  
Project No: 17348.00000  
Invoice No: 0193509

Project 17348.00000 2019/2020 General Consulting Services (WA#8)  
**Professional Services rendered through February 29, 2020**  
**Professional Personnel**

1-31-513-311  
5

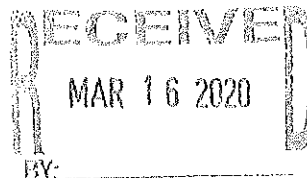
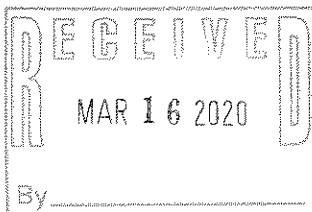
		Hours	Rate	Amount
Project Manager				
Lockwood, Scott	2/1/2020	1.00	178.00	178.00
Lockwood, Scott	2/15/2020	4.75	178.00	845.50
Lockwood, Scott	2/22/2020	9.75	178.00	1,735.50
Administrative Support				
Blair, Shelley	2/15/2020	1.00	81.00	81.00
Blair, Shelley	2/22/2020	2.50	81.00	202.50
Totals		19.00		3,042.50
<b>Total Labor</b>				<b>3,042.50</b>

**Invoice Total this Period** **\$3,042.50**

**Outstanding Invoices**

Number	Date	Balance
0193169	2/5/2020	3,232.50
<b>Total</b>		<b>3,232.50</b>

**Total Now Due** **\$6,275.00**



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

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32218 • Tel 904-642-8900 • Fax 904-648-8448  
CA 00032584 LC 0000116

**Future Horizons, Inc.**

403 North First Street  
P O Box 1115  
Hastings, FL 32145-1115

Voice: 800-682-1187  
Fax: 904-692-1193

**INVOICE**

Invoice Number: 61934  
Invoice Date: Feb 28, 2020  
Page: 1

*Duplicate*

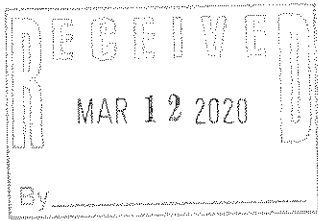
**Bill To:**

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

**Ship to:**

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

Customer ID	Customer PO	Payment Terms	
Beacon02	Per Contract	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Hand Deliver		3/29/20

Quantity	Item	Description	Unit Price	Amount
1.00	Aquatic Weed Control	Aquatic Weed Control services performed in February, 2020  <i>B. Steph 3-4-20 LAKE MAINT 001.320.53800.45005 45</i>  	900.00	900.00
Subtotal				900.00
Sales Tax				
Total Invoice Amount				900.00
Payment/Credit Applied				
<b>TOTAL</b>				<b>900.00</b>

Check/Credit Memo No:

Overdue invoices are subject to finance charges.

# Municipal Asset Management, Inc.

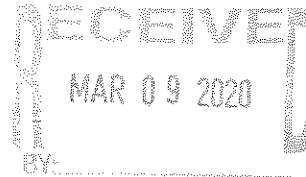
25288 Foothills Drive North  
Suite 225  
Golden, CO 80401  
(303) 273-9494



## INVOICE

**INVOICE NO:** 0617650  
**DATE:** 3/1/2020

**To:** Meadow View at Twin Creeks CDD  
Ernesto J Torres  
475 West Town Place, Suite 114  
St. Augustine, FL 32902



DUE DATE	RENTAL PERIOD
4/7/2020	

1-32-572-45915  
14

PMT NUMBER	DESCRIPTION	AMOUNT
15	Lease payment due pursuant to Tax-Exempt Lease Purchase Agreement dated October 25, 2018 for the acquisition of fitness equipment	2,307.62

**TOTAL DUE**

**\$2,307.62**

Please detach coupon and return with check payable to MUNICIPAL ASSET MANAGEMENT, INC. and remit to address above.

If you have any questions concerning this invoice,  
call: Municipal Asset Management, Paul Collings, (303) 273-9494.

THANK YOU FOR YOUR BUSINESS!

Invoice #	Due Date	Total Due	Amount Enclosed
0617650	4/7/2020	\$2,307.62	

Meadow View at Twin Creeks CDD  
Ernesto J Torres  
475 West Town Place, Suite 114  
St. Augustine, FL 32902

Municipal Asset Management, Inc.  
25288 Foothills Drive North  
Suite 225  
Golden, CO 80401

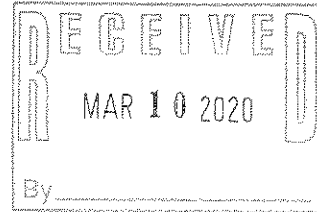
Riverside Management Services, Inc

9655 Florida Mining Blvd. W.  
Building 300, Suite 305  
Jacksonville, FL 32257

# Invoice

Date	Invoice #
2/1/2020	53

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



P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Janitorial Services - February 2020 320,572.45507	1,295.00	1,295.00
	Pool Maintenance Services - February 2020 320,572.45505	1,365.00	1,365.00
	Operations Management Services - February 2020 320,572.45504	1,666.67	1,666.67
	Facility Management - Meadow View - February 2020 320,572.4550	5,000.00	5,000.00
	20		
Total			\$9,326.67

RMW  
2.6.20



10	11	12 14	13	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
02/02		Balance Forward						\$80.78
02/11 02/11	I03258076-02112020	BOS REG MTG 02/20/20	SA St Augustine Record	1.00 x 4.5000	4.5	1	\$8.98	\$40.41
02/11 02/11	I03258076-02112020	BOS REG MTG 02/20/20	SA St Aug Record Online	1.00 x 4.5000	4.5	1	\$8.97	\$40.37
PREVIOUS AMOUNT OWED:				\$80.78				
NEW CHARGES THIS PERIOD:				\$80.78				
CASH THIS PERIOD:				\$0.00				
DEBIT ADJUSTMENTS THIS PERIOD:				\$0.00				
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00				
We appreciate your business.								
So that we may serve you better, please remit the amount due. New business is dependent on prompt payments. Please include the remittance stub and input your account number on your check. Thank you.								
1.31. 513. 48 2								
RECEIVED MAR 09 2020								

**INVOICE AND STATEMENT OF ACCOUNT**

AGING OF PAST DUE ACCOUNTS

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE	
	\$80.78		\$80.78	\$0.00	\$0.00	\$0.00		\$161.56	
SALES REP/PHONE #		ADVERTISER INFORMATION							
Melissa Rhinehart 904-819-3423	1		BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			02/03/2020 - 03/01/2020		15651		15651		MEADOW VIEW AT TWIN CREEKS CDD

**MAKE CHECKS PAYABLE TO**

The St. Augustine Record Dept 1261  
 PO Box 121261  
 Dallas, TX 75312-1261

Payment is due upon receipt.

The St. Augustine Record

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



The St. Augustine Record Dept 1261  
 PO Box 121261  
 Dallas, TX 75312-1261

**ADVERTISING INVOICE and STATEMENT**

1		BILLING PERIOD		2		ADVERTISER/CLIENT NAME											
		02/03/2020 - 03/01/2020				MEADOW VIEW AT TWIN CREEKS CDD											
COMPANY		23	TOTAL AMOUNT DUE		* UNAPPLIED AMOUNT		3	TERMS OF PAYMENT									
SA 7		\$161.56		\$0.00				NET 15 DAYS									
21		CURRENT NET AMOUNT		22	30 DAYS		60 DAYS		OVER 90 DAYS								
		\$80.78		\$80.78		\$0.00		\$0.00									
4		PAGE #		5	BILLING DATE		6	BILLED ACCOUNT NUMBER		7	ADVERTISER/CLIENT NUMBER		24		STATEMENT NUMBER		
				03/01/2020				15651				15651				0000065953	

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



8 - 2538

MEADOW VIEW AT TWIN CREEKS CDD  
 475 W TOWN PL STE 114  
 SAINT AUGUSTINE FL 32092-3649



The St. Augustine Record  
 Dept 1261  
 PO Box 121261  
 Dallas, TX 75312-1261

Wed, Feb 13, 2019  
7:48:03AM

## Legal Ad Invoice

# The St. Augustine Record

Send Payments to:  
The St. Augusting Record Dept 1261  
PO Box 121261  
Dallas, TX 75312-1261

**Acct:** 15651  
**Phone:** 9049405850

**E-Mail:**

**Client:** MEADOW VIEW AT TWIN CREEKS ( **City:** SAINT AUGUSTINE **State:** FL **Zip:** 32092

**Name:** MEADOW VIEW AT TWIN CREEKS CDD  
**Address:** 475 WEST TOWN PLACE, SUITE 114

**Ad Number:** 0003141867-01

**Start:** 02/13/2019

**Placement:** SA Legals

**Copy Line:** NOTICE OF MEETING MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT The regular meetir

**Caller:** COURTNEY HOGGE

**Issues:** 1

**Rep:** Melissa Rhinehart

**Paytype:** BILL

**Stop:** 02/13/2019

Lines 54  
Depth 4.50  
Columns 1  
  
Price \$80.78

### NOTICE OF MEETING MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

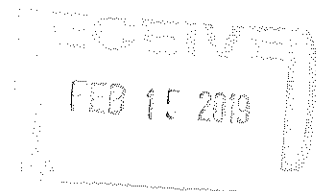
The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District will be held on Thursday, February 21, 2019 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The meeting is open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for this meeting may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

James Oliver  
District Manager

0003141867 february 13, 2019



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# 0003141867-01  
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 **REG MTG 2/21/19** was published in said newspaper on **02/13/2019**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

**NOTICE OF MEETING  
MEADOW VIEW AT TWIN CREEKS  
COMMUNITY DEVELOPMENT  
DISTRICT**

The regular meeting of the Board of Supervisors of the Meadow View at Twin Creeks Community Development District will be held on Thursday, February 21, 2019 at 10:00 a.m. at the offices of Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The meeting is open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for this meeting may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

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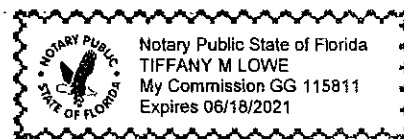
A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony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

James Oliver  
District Manager  
0003141867 february 13, 2019

Sworn to and subscribed before me this \_\_\_\_\_ day of **FEB 13 2019**

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

Tiffany M. Lowe  
(Signature of Notary Public)



**Brian Stephens**

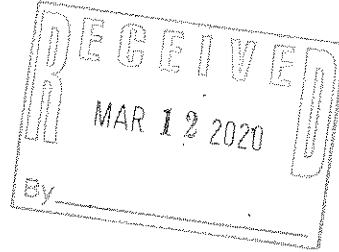
---

**From:** Tommy Weeks <tommyweeksconstruction@comcast.net>  
**Sent:** Tuesday, February 25, 2020 2:34 PM  
**To:** bstephens@riversidemgtsvc.com  
**Subject:** Invoice for Meadow View at Twin Creeks CDD

Tommy Weeks Construction Services Inc  
5333 Lamar Shaw Ct Jacksonville FL 32258  
904-509-5111

INVOICE - Meadow View at Twin Creeks CDD

Attn Brian Stephens - 627-9271  
Riverside Management Services  
9655 Florida Mining Blvd B300 Ste 305  
Jacksonville FL 32257



The following has been completed:  
Replace 6 5/8" cedar jamb and rehang door.  
Install 2x6's for backing to shore up both doors and fasten long screws in.  
\$185.00 Material  
\$440.00 Labor

\$625.00 Total Due

Thank you,  
Tommy Weeks

*B. Weeks 3-2-20*  
*Repairs & Replacements*  
*001,320.57200.44200*  
*82*



Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256  
 904-355-5300 • Fax: 904-353-1459 • Toll Free: 800-225-5395  
 www.turnerpest.com

Turner Pest Control  
 8400 Baymeadows Way, Suite 12  
 Jacksonville, FL 32256  
 904-355-5300

## Service Slip/Invoice

INVOICE: 6482532  
 DATE: 3/10/2020  
 ORDER: 6482532

Bill To: [385188]

Meadow View at Twin Creeks CDD  
 Brian Stephens  
 475 W Town pl  
 Suite 114  
 Saint Augustine, FL 32092

Work

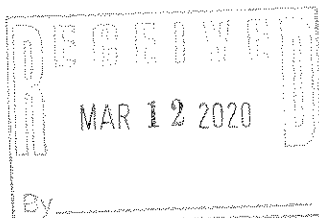
Location: [385188] 904-627-9271

Beacon Lake Amenity Center  
 Brian Stephens  
 850 Beacon lake pkwy  
 Saint Augustine, FL 32095

Work Date	Time	Target Pest	Technician	Time In
3/10/2020	08:34 AM	MICE, RATS, ROACH, S		08:34 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	3/10/2020		09:47 AM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	190.00
SUBTOTAL		\$190.00
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$190.00

AMOUNT DUE \$190.00



*B. Stephens*  
*3-11-20*  
*PEST CONTROL*  
*001.320.57200.45917*  
*46*

*[Signature]*

TECHNICIAN SIGNATURE

*[Signature]*

Diana  
 CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE



# Invoice

Page 1/1  
EPIV00000025117  
Date 3/1/2020

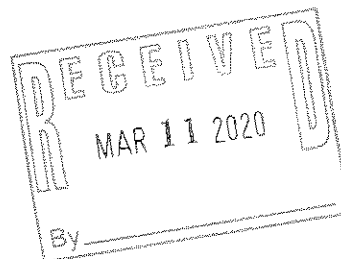
1660 South Hwy 100  
Suite 590  
St. Louis Park MN 55416

Bill To: Beacon Lake  
GOVERNMENTAL MANANGEMENT SERVICES  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649

Ship To: Beacon Lake  
Ernesto Torres  
GOVERNMENTAL MANANGEMENT SERVICES  
475 W TOWN PL STE 114  
SAINT AUGUSTINE FL 32092-3649

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		13316			BEST WAY	Net 30	3/1/2020	248,762
Ordered	Shipped	B/O	Item Number	Description		Discount	Unit Price	Ext. Price
12	12	0	WBC-PLUS	Plus (16 Channels, 7+ Workout Plans, 3 F		\$0.00	\$249.00	\$2,988.00

Subtotal	\$2,988.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$2,988.00
Amount Received	\$0.00
Amount Due	\$2,988.00



1-32-572-45916

30



**YELLOWSTONE**  
LANDSCAPE

## INVOICE

INVOICE #	INVOICE DATE
JAX 90767	2/29/2020
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

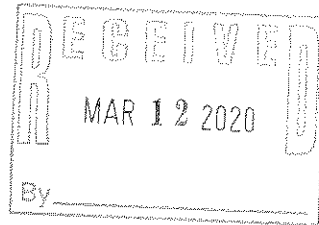
Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Meadow View at Twin Creeks  
CDD

**Invoice Due Date:** March 30, 2020

**Invoice Amount:** \$15,653.85

Description	Current Amount
Monthly Landscape Maintenance February 2020	\$15,653.85



**Invoice Total** \$15,653.85

*BT/upt 2-26-20*  
*LANDSCAPE MAINT*  
*001.320.5-3800.45003*  
*40*

Should you have any questions or inquiries please call (386) 437-6211.



## INVOICE

INVOICE #	INVOICE DATE
JAX 92552	3/2/2020
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

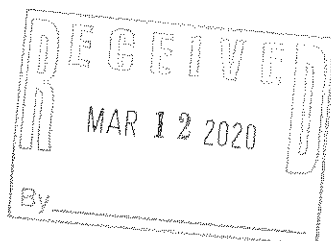
Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Meadow View at Twin Creeks  
CDD

**Invoice Due Date:** April 1, 2020

**Invoice Amount:** \$518.49

Description	Current Amount
Mainline and valve repair at entrance Irrigation Repairs	\$518.49



**Invoice Total** \$518.49

*B. Shupe 3.2.20*  
*IRRIGATION REPAIRS*  
*001.320.53800145009*  
*40*

Should you have any questions or inquiries please call (386) 437-6211.





**YELLOWSTONE**  
LANDSCAPE

## INVOICE

INVOICE #	INVOICE DATE
JAX 92553	3/2/2020
TERMS	PO NUMBER
Net 30	

**Bill To:**

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

**Remit To:**

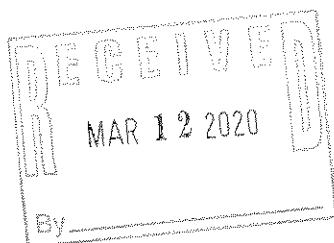
Yellowstone Landscape  
PO Box 101017  
Atlanta, GA 30392-1017

**Property Name:** Meadow View at Twin Creeks  
CDD

**Invoice Due Date:** April 1, 2020

**Invoice Amount:** \$860.00

Description	Current Amount
Bermuda for Entrance Plant Installation	\$860.00



**Invoice Total** \$860.00

*B. Apple 3.2.20*  
*LANDSCAPE CONTINGENCY*  
*001,320.53800,45004*  
*40*

Should you have any questions or inquiries please call (386) 437-6211.

# ADVANCED AWNING & DESIGN, LLC

2155 CORPORATE SQUARE BLVD. BUILDING 100

www.Advanced-Awning.com

JACKSONVILLE, FL 32216

Estimating@Advanced-Awning.com

(904) 724-5567 - Fax (904) 724-1323

STATE LICENSE NO. CGC 1510068

DATE:	March 4, 2020	ESTIMATOR:	JACKIE SMITH
SUBMITTED TO:	RICHARD	PROJECT NAME:	BEACON LAKES AMENITY
ADDRESS:	850 BEACON LAKES PKWAY	LOCATION:	SAME
	ST. JOHNS, FL	CONTACT:	SAME
PHONE:	904-316-9279	EMAIL:	BEACONMANAGER@BMSNE.COM

WE PROPOSE hereby to furnish material and labor - complete in accordance with the following specifications:

## RE-LACE (5) EXISTING SLOPED STYLE AWNINGS ON CLUBHOUSE

\$550.00 (1 med and 1 small done @ 2 hours

3 LARGE ONES @ 2 HOURS EACH

\$1650.00

TOTAL: 2200.00 / = \$1100 = 50%.

RECEIVED

MAR 20 2020

84 (A)

1,320.572.442

\*3.5% FEE WILL APPLY FOR CREDIT CARD TRANSACTIONS

\*QUOTED PRICES GOOD FOR 30 DAYS\*\*

\*Note: Any engineering, permitting, or additional required insurance (certificate of coverage attached) will be at an additional cost.

**PAYMENT TERMS:** Payments of Contract Price shall be made as follows: 50% DEPOSIT - BALANCE DUE UPON DELIVERY AND/OR INSTALLATION

- CASH, CHECK, VISA, MASTERCARD, AMERICAN EXPRESS AND DISCOVER ACCEPTED (a finance charge of 1.5% per month shall be applied to accounts not paid within 10 days after completion of all work invoiced) ALL WORK IS CUSTOM - MADE TO ORDER, THEREFORE DEPOSIT IS NON-REFUNDABLE.

**TERMS AND CONDITIONS:** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workmen's compensation insurance.

**ACCEPTANCE OF PROPOSAL:** The above specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

BUYER/AUTHORIZED SIGNATURE

03.19.2020  
DATE OF ACCEPTANCE

RECEIVED



**Florida Natural Gas**

P.O. Box 934726  
Atlanta, GA 31193-4726

Phone: 877-436-4427 Fax: 844-393-9006

Email: customerservice@onlyfng.com

MAR 24 2020

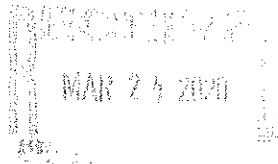
Invoice

MDG2020 00000117 01



Meadow View at Twin Creeks CDD dba Beacon Lakes Amenity Center  
Accounts Payable  
475 W. Town Place #114  
St Augustine, FL 32092-0000

Billing Group #: 39005  
Invoice Date: March 10, 2020  
Invoice #: 329360ES  
Due Date: April 02, 2020  
Current Charges: \$17.27  
Last Payment: \$61.58  
Payment Date: March 09, 2020  
Prior Balance Due: \$0.00  
Total Amount Due: \$17.27



Description	Term	Therm	Cost
INSIDE FERC FGT Z3	02/03/20 - 03/03/20	30.40	\$8.48
Fuel	02/03/20 - 03/03/20	0.87	\$0.24
Commodity Charges Sub Total:		31.27	\$8.72
Transportation			\$2.60
Transportation Charges Sub Total:			\$2.60
Customer Charge			\$5.95
Miscellaneous Charges Sub Total:			\$5.95
Pre-Tax Sub Total:			\$17.27
Sales Taxes			\$0.00
Taxes Sub Total:			\$0.00
Total Current Charges:			\$17.27

Enough with paper bills! Simplify your life by signing up for FNG's Paperless Billing. It's easy and convenient. Enroll online at OnlyFNG.com.

21  
1,322,572.45813

Please detach and remit this portion with your payment

Billing Group #: 39005  
Invoice Date: March 10, 2020  
Invoice #: 329360ES  
Due Date: April 02, 2020  
Current Charges: \$17.27  
Last Payment: \$61.58  
Payment Date: March 09, 2020  
Prior Balance Due: \$0.00  
Total Amount Due: \$17.27  
Amount Paid:

Meadow View at Twin Creeks C  
Accounts Payable  
475 W. Town Place #114  
St Augustine, FL 32092-0000

Make Checks Payable To: Florida Natural Gas  
Please include your Billing Group # on your check.  
Wire/ACH Payment To:  
Bank: Wells Fargo Bank Atlanta GA  
ABA #: 121000248  
Acct Name: Florida Natural Gas  
Account #: 2000036933330

Mail Payment To:  
Florida Natural Gas  
P.O. Box 934726  
Atlanta, GA 31193-4726



100000 01 01 000117 000117 P



Florida Natural Gas

Phone: 877-436-4427 Fax: 844-393-9006  
Email: customerservice@onlyfng.com

Page 2 of 2

Invoice #: 329360ES

### Account Detail

<b>Service Address:</b>	850 Beacon Lakes Pkwy	<b>City, State:</b>	St Johns, FL
<b>Utility:</b>	TECO - Peoples Gas	<b>Utility Account #:</b>	221004398311

### Current Charges

#### Natural Gas - Commodity

Description	Term	Therm	Price	Cost
INSIDE FERC FGT Z3	02/03/20 - 03/03/20	30.40	\$0.2790	\$8.48
Fuel	02/03/20 - 03/03/20	0.87	\$0.2790	\$0.24
<b>Totals:</b>		31.27		\$8.72

#### Transportation Charges

Description	Units	Price	Cost
Transportation	30.40	\$0.0855	\$2.60
<b>Totals:</b>			\$2.60

#### Miscellaneous Charges

Description	Cost
Customer Charge	\$5.95
<b>Totals:</b>	\$5.95

#### Taxes

Description	Cost
Florida State Tax 100% Exempt	\$0.00
St. Johns County Tax 100% Exempt	\$0.00
<b>Totals:</b>	\$0.00

**Total Account Charges:** \$17.27

# Meadow View at Twin Creeks

Community Development District

Construction Funding Request #8

March 18, 2020

Req.	PAYEE		
205	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 2 Bidding & CEI Services WA#11 Feb20 Inv #193508	\$	2,736.46
206	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 4/Twin Creeks Drive to Phase 4 Entrance Gate WA #19 Feb20 Inv #193516	\$	750.00
207	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 3A CEI Services WA#17 Feb20 Inv #193514	\$	2,135.54
208	<b>England Thims &amp; Millier Inc</b> Beacon Lake Community Park and Garden -Design Phase WA#20 Feb20 Inv #193517	\$	3,618.95
209	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 3B (200 Lots Only) WA#15 Feb20 Inv #193512	\$	3,706.64
210	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 2B WA#18 Feb20 Inv #19513	\$	1,179.20
211	<b>England Thims &amp; Millier Inc</b> Beacon Lake Townhomes Bidding & CEI Services WA#10 Feb20 Inv #193507	\$	5,826.03
212	<b>ECS Florida LLC</b> Beacon Lake Phase 3A - Engineering and Reporting Services Inv #793497	\$	940.50
213	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 3A Payment #5	\$	209,270.11
214	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 2 Payment #15	\$	203,798.50
215	<b>Hughes Brothers Construction Inc</b> Beacon Lake Townhouse Payment #15	\$	-
216	<b>Hughes Brothers Construction Inc</b> Beacon Lake Townhouse Payment #16 Final Invoice	\$	297,856.24
217	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 2B Payment #6	\$	29,770.49
218	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 3A Payment #5	\$	271,212.32
219	<b>ECS Florida LLC</b> Beacon Lake Phase 2 - Engineering and Reporting Services Inv #792351	\$	83.75
220	<b>ECS Florida LLC</b> Beacon Lake Townhomes - Engineering and Reporting Services Inv #792352	\$	586.50
221	<b>Mailbox Specialist</b> Beacon Lake Phase 2 mailboxes Inv #1234 60% Deposit	\$	24,174.00
222	<b>Mailbox Specialist</b> Beacon Lake Phase 3A mailboxes Inv #1235 60% Deposit	\$	12,177.87
223	<b>Clary &amp; Associates Inc</b> Beacon Lake Townhouse Map and Description Inv #2020-100	\$	350.00
224	<b>Clary &amp; Associates Inc</b> Beacon Lake Unit 3A Plat Administration Inv #2019-89-3	\$	1,500.00

# Meadow View at Twin Creeks

Community Development District

Construction Funding Request #8

March 18, 2020

Req.	PAYEE		
225	<b>Clary &amp; Associates Inc</b> Beacon Lake Unit 2 Townhouse map and Description Inv #2018-724-4	\$	11,440.00
226	<b>Clary &amp; Associates Inc</b> Beacon Lake Unit 2 Townhouse map and Description Inv #2018-724-5	\$	11,440.00
227	<b>Mailbox Specialist</b> Beacon Lake Townhomes mailboxes Inv #19043 60% Deposit	\$	18,480.00
228	<b>ECS Florida LLC</b> Beacon Lake Phase 2 - Engineering and Reporting Services Inv #786526	\$	2,788.50
229	<b>ECS Florida LLC</b> Beacon Lake Phase 3A - Engineering and Reporting Services Inv #786528	\$	3,294.50
230	<b>St Johns Sod Services LLC</b> Phase 1 Bank Sod - 16 Pallet Bahia 33 pallets Inv #16565 2/19/20	\$	6,270.00
231	<b>Ferguson Water Works</b> Beacon Lakes Phase 3A Sub - Direct Purchase Feb 2020	\$	23,831.40
232	<b>Ferguson Water Works</b> Beacon Lakes Phase P2 - Direct Purchase Feb 2020	\$	24,580.00
233	<b>KAD Electric Company</b> Electrical Labor for power and meter installation for signs and stop signs Inv #4231 12/18/19	\$	23,700.00
234	<b>Top Line Recreation Inc</b> Playground Equipment - Pocket Parks Inv #2412 12/4/19	\$	39,150.39
235	<b>Xylem Water Solutions</b> Beacon Lake Phase 3A Sub - Direct Purchase Feb 2020	\$	1,299.00
236	<b>Environmental Resource Solutions Inc</b> Beacon Lake Phase 3B Professional Services FEB20 Inv #36698	\$	280.00
<b>Total Funding Request</b>		<b>\$</b>	<b>1,238,226.89</b>

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

## BANK A: MEADOW VIEW-GENERAL

VEND NO.	Invoice Date	Vendor Inv. No.	General Ledger#	St Cr	DUE DATE	GROSS AMOUNT	DISC AMOUNT	NET AMOUNT	CHECK NO.
00019	31820	CFR#8	001-300-13100-10100		31820	350.00	.00	350.00	
REQ #223	INV #2020-100		DUE FROM DEVELOPER						
00019	31820	CFR#8	001-300-13100-10100		31820	1,500.00	.00	1,500.00	
REQ #224	INV #2019-89-3		DUE FROM DEVELOPER						
00019	31820	CFR#8	001-300-13100-10100		31820	11,440.00	.00	11,440.00	
REQ #225	INV #2018-724-4		DUE FROM DEVELOPER						
00019	31820	CFR#8	001-300-13100-10100		31820	11,440.00	.00	11,440.00	
REQ #226	INV #2018-724-5		DUE FROM DEVELOPER						
		CLARY & ASSOCIATES, INC.				24,730.00	.00	24,730.00	000626
00016	31820	CFR #8	001-300-13100-10100		31820	940.50	.00	940.50	
REQ #212	INV #793497		DUE FROM DEVELOPER						
00016	31820	CFR #8	001-300-13100-10100		31820	83.75	.00	83.75	
REQ #219	INV #792351		DUE FROM DEVELOPER						
00016	31820	CFR #8	001-300-13100-10100		31820	586.50	.00	586.50	
REQ #220	INV #792352		DUE FROM DEVELOPER						
00016	31820	CFR #8	001-300-13100-10100		31820	2,788.50	.00	2,788.50	
REQ #228	INV #796526		DUE FROM DEVELOPER						
00016	31820	CFR #8	001-300-13100-10100		31820	3,294.50	.00	3,294.50	
REQ #229	INV #786578		DUE FROM DEVELOPER						
		ECS FLORIDA, LLC				7,693.75	.00	7,693.75	000627
00005	31820	CFR #8	001-300-13100-10100		31820	2,736.46	.00	2,736.46	
REQ #205	INV #193508		DUE FROM DEVELOPER						
00005	31820	CFR #8	001-300-13100-10100		31820	750.00	.00	750.00	
REQ #206	INV #193516		DUE FROM DEVELOPER						
00005	31820	CFR #8	001-300-13100-10100		31820	2,135.54	.00	2,135.54	
REQ #207	INV #193514		DUE FROM DEVELOPER						
00005	31820	CFR #8	001-300-13100-10100		31820	3,618.95	.00	3,618.95	
REQ #208	INV #193517		DUE FROM DEVELOPER						
00005	31820	CFR #8	001-300-13100-10100		31820	3,706.64	.00	3,706.64	
REQ #209	INV #193512		DUE FROM DEVELOPER						
00005	31820	CFR #8	001-300-13100-10100		31820	1,179.20	.00	1,179.20	
REQ #210	INV #193513		DUE FROM DEVELOPER						
00005	31820	CFR #8	001-300-13100-10100		31820	5,826.03	.00	5,826.03	
REQ #211	INV #193507		DUE FROM DEVELOPER						
		ENGLAND THIMS & MILLER, INC				19,952.82	.00	19,952.82	000628
00066	31820	CFR #8	001-300-13100-10100		31820	280.00	.00	280.00	
REQ #236	INV #36698		DUE FROM DEVELOPER						
		ENVIRONMENTAL RESOURCE SOLUTIONS				280.00	.00	280.00	000629
00058	31820	CFR#8 RE	001-300-13100-10100		31820	23,831.40	.00	23,831.40	
REQ #231	DIR PUR FEB 2020		DUE FROM DEVELOPER						
		FEL-JACKSONVILLE WW-#149				23,831.40	.00	23,831.40	000630
00058	31820	CFR#8 RE	001-300-13100-10100		31820	24,580.00	.00	24,580.00	
REQ #232	DIR PUR FEB 2020		DUE FROM DEVELOPER						

MVTP MEADOW VIEW TP OKUZNK

## BANK A: MEADOW VIEW-GENERAL

VEND NO.	Invoice Vendor Date	Inv. No.	---General Ledger#-----	St Cr	DUE DATE	GROSS AMOUNT	DISC AMOUNT	NET AMOUNT	CHECK NO.
			FEL-JACKSONVILLE WW-#149			24,580.00	.00	24,580.00	000631
00060	31820	CFR#8	RE 001-300-13100-10100		31820	209,270.11	.00	209,270.11	
REQ #213	PAYMENT #5		DUE FROM DEVELOPER						
			HUGHES BROTHERS CONSTRUCTION INC			209,270.11	.00	209,270.11	000632
00060	31820	CFR#8	RE 001-300-13100-10100		31820	203,798.50	.00	203,798.50	
REQ#214	PAYMENT #15		DUE FROM DEVELOPER						
			HUGHES BROTHERS CONSTRUCTION INC			203,798.50	.00	203,798.50	000633
00060	31820	CFR#8	RE 001-300-13100-10100		31820	297,856.24	.00	297,856.24	
REQ 216	PAYMENT #16		DUE FROM DEVELOPER						
			HUGHES BROTHERS CONSTRUCTION INC			297,856.24	.00	297,856.24	000634
00060	31820	CFR#8	RE 001-300-13100-10100		31820	29,770.49	.00	29,770.49	
REQ #217	PAYMENT #6		DUE FROM DEVELOPER						
			HUGHES BROTHERS CONSTRUCTION INC			29,770.49	.00	29,770.49	000635
00060	31820	CFR#8	RE 001-300-13100-10100		31820	271,212.32	.00	271,212.32	
REQ #218	PAYMENT #4		DUE FROM DEVELOPER						
			HUGHES BROTHERS CONSTRUCTION INC			271,212.32	.00	271,212.32	000636
00073	31820	CFR#8	001-300-13100-10100		31820	23,700.00	.00	23,700.00	
REQ #233	INV #4231		DUE FROM DEVELOPER						
			KAD ELECTRIC COMPANY			23,700.00	.00	23,700.00	000637
00085	31820	CFR#8	RE 001-300-13100-10100		31820	24,174.00	.00	24,174.00	
REQ#221	INV#1234		60% DEPO						
			MAILBOX SPECIALISTS			24,174.00	.00	24,174.00	000638
00085	31820	CFR#8	RE 001-300-13100-10100		31820	12,177.87	.00	12,177.87	
REQ#222	INV#1235		60% DEPO						
			MAILBOX SPECIALISTS			12,177.87	.00	12,177.87	000639
00085	31820	CFR#8	RE 001-300-13100-10100		31820	18,480.00	.00	18,480.00	
REQ#227	INV#19043		60% DEP						
			MAILBOX SPECIALISTS			18,480.00	.00	18,480.00	000640
00083	31820	CFR #8	001-300-13100-10100		31820	6,270.00	.00	6,270.00	
REQ #230	INV #16565		DUE FROM DEVELOPER						
			ST JOHNS SOD SERVICES LLC			6,270.00	.00	6,270.00	000641

MVTP MEADOW VIEW TP OKUMUK



API120W

ACCOUNTS PAYABLES CHECK REGISTER AS OF 3/31/2020  
001 MEADOW VIEW @ TWIN CREEKS GFRUN DATE 3/27/2020 20.14.57  
CHECK DATE 3/30/2020

PAGE 3

## BANK A: MEADOW VIEW-GENERAL

VEND NO.	Invoice Date	Vendor Inv. No.	---General Ledger#-----	St Cr	DUE DATE	GROSS AMOUNT	DISC AMOUNT	NET AMOUNT	CHECK NO.
00086	31820	CFR#8	001-300-13100-10100		31820	39,150.39	.00	39,150.39	
REQ #234	INV #2412		DUE FROM DEVELOPER			39,150.39	.00	39,150.39	000642
			TOP LINE RECREATION, INC.						
00007	31820	CFR #8	001-300-13100-10100		31820	1,299.00	.00	1,299.00	
REQ #235	DIR PUR FEB 2020		DUE FROM DEVELOPER			1,299.00	.00	1,299.00	000643
			XYLEM WATER SOLUTIONS						
MEADOW VIEW-GENERAL						1,238,226.89	.00	1,238,226.89	
MEADOW VIEW @ TWIN CREEKS GF						1,238,226.89	.00	1,238,226.89	

MVTP MEADOW VIEW TP OKUZNOK

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **205**

B. Name and address of Payee: **England-Thims & Miller, Inc.**  
**First Citizens**  
**ABA Routing #053100300**  
**Account #9061592290**  
**Jacksonville, FL**

C. Amount Payable: **2,736.46**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 2 Bidding and CEI Services (WA#11) Invoice 193508**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

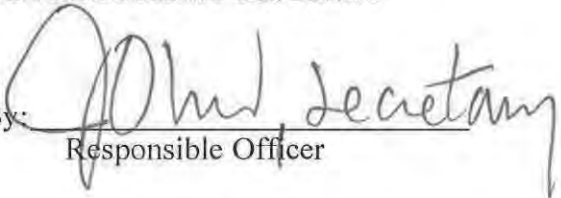
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **206**

B. Name and address of Payee: **England-Thims & Miller, Inc.  
First Citizens  
ABA Routing #053100300  
Account #9061592290  
Jacksonville, FL**

C. Amount Payable: **750.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 4/Twin Creeks Drive to Phase 4 Entrance Gate  
(WA#19) Invoice 193516**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

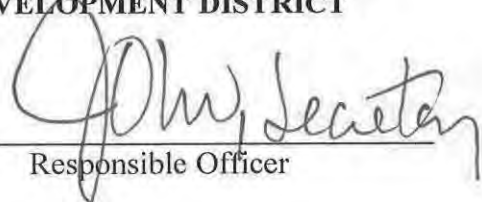
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **207**

B. Name and address of Payee: **First Citizens**  
**ABA Routing #053100300**  
**Jacksonville, FL**

C. Amount Payable: **2,135.54**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 3A (CEI Services) WA#17 - Invoice 193514**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

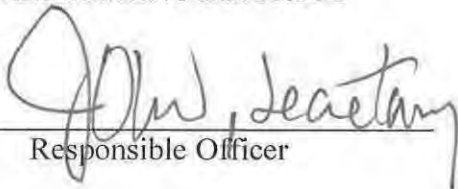
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020



**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **208**

B. Name and address of Payee: **England-Thims & Miller, Inc.  
First Citizens  
ABA Routing #053100300  
Account #9061592290  
Jacksonville, FL**

C. Amount Payable: **3,618.95**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Community Park and Graden-Design Phase (WA#20) Invoice 193517**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

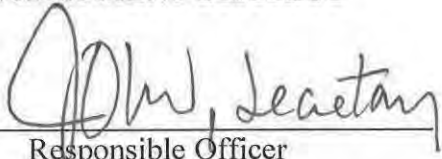
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **209**

B. Name and address of Payee: **England-Thims & Miller, Inc.  
First Citizens  
ABA Routing #053100300  
Account #9061592290  
Jacksonville, FL**

C. Amount Payable: **3,706.64**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 3B (200 Lots Only) WA#15 - Invoice 193512**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

*Scott John Paul*

\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **210**

B. Name and address of Payee: **England-Thims & Miller, Inc.**  
**First Citizens**  
**ABA Routing #053100300**  
**Account #9061592290**  
**Jacksonville, FL**

C. Amount Payable: **1,179.20**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 2B WA#18 - Invoice 193513**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

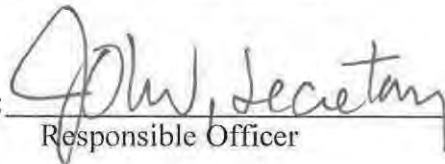
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **211**

B. Name and address of Payee: **England-Thims & Miller, Inc.**  
**First Citizens**  
**ABA Routing #053100300**  
**Account #9061592290**  
**Jacksonville, FL**

C. Amount Payable: **5,826.03**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Townhomes Bidding & CEI Services (WA#10) Invoice 193507**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

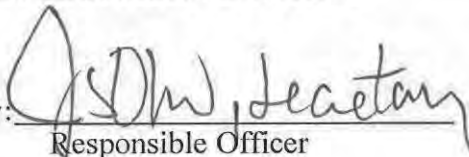
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **212**

B. Name and address of Payee: **ECS Florida, LLC**  
**14026 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**

C. Amount Payable: **940.50**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A - Engineering and Reporting Services - Invoice 793497**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

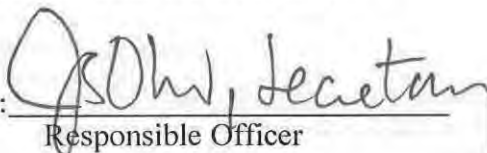
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **213**

B. Name and address of Payee: **Overnight to:**  
**Hughes Brothers Construction, Inc.**  
**948 Walker Road**  
**Wildwood, FL 34785**  
**FedEx Account: 189249470**

C. Amount Payable: **209,270.11**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #5 Beacon Lake Phase 3A**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **214**

B. Name and address of Payee: **Overnight to:  
Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
FedEx Account: 189249470**

C. Amount Payable: **203,798.50**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #15 - Beacon Lake Phase 2**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

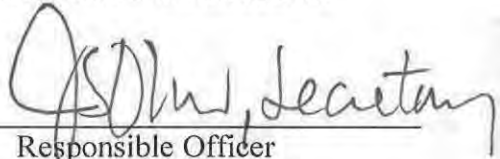
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **217**

B. Name and address of Payee: **Overnight to:**  
**Hughes Brothers Construction, Inc.**  
**948 Walker Road**  
**Wildwood, FL 34785**  
**FedEx Account: 189249470**

C. Amount Payable: **29,770.49**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #6 - Beacon Lake Phase 2B**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

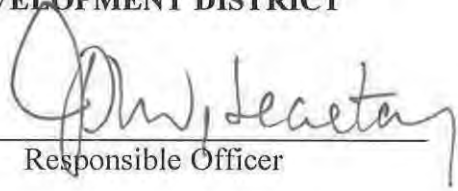
4. each disbursement represents a Cost of the Project which has not previously been paid.

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.

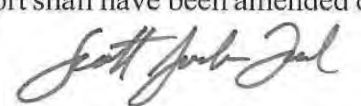
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested.

**MEADOW VIEW AT TWIN CREEKS  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **218**

B. Name and address of Payee: **Overnight to:  
Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
FedEx Account: 189249470**

C. Amount Payable: **271,212.32**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #4 - Beacon Lake Phase 3A Parkway**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

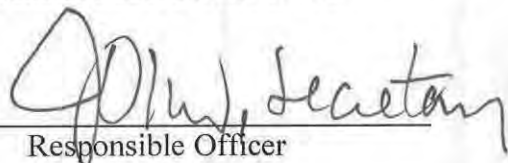
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **219**

B. Name and address of Payee: **ECS Florida, LLC**  
**14026 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**

C. Amount Payable: **83.75**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 2 - Engineering and Reporting Services - Invoice 792351**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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.

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**MEADOW VIEW AT TWIN CREEKS  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **220**
- B. Name and address of Payee: **ECS Florida, LLC**  
**14026 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**
- C. Amount Payable: **586.50**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Townhomes - Engineering and Reporting Services - Invoice 792352**
- E. Amount, if any, that is to used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

- I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

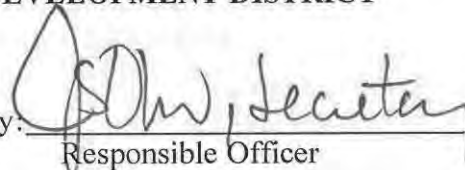
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **221**

B. Name and address of Payee:     **Mailbox Specialist**  
  **44141 Pinebreeze Blvd**  
  **Callahan, FL 32011**

C. Amount Payable:   **24,174.00**

D. Purpose 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 Cost of Issuance, if applicable): **60% Deposit - Beacon Lake Phase 2 mailboxes - Invoice 1234**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

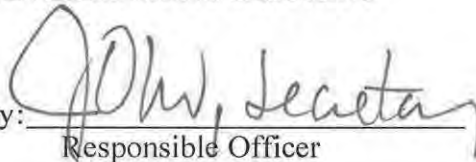
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **222**

B. Name and address of Payee: **Mailbox Specialist  
44141 Pinebreeze Blvd  
Callahan, FL 32011**

C. Amount Payable: **12,177.87**

D. Purpose 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 Cost of Issuance, if applicable): **60% Deposit - Beacon Lake Phase 3A mailboxes - Invoice 1235**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

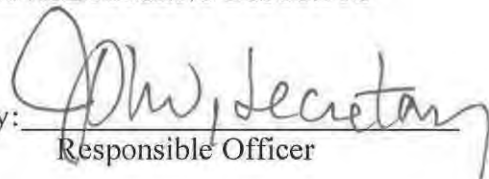
4. each disbursement represents a Cost of the Project which has not previously been paid.

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.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **223**

B. Name and address of Payee: **Clary & Associates, Inc.  
3830 Crown Point Road  
Suite A  
Jacksonville, FL 32257**

C. Amount Payable: **350.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Townhomes - Map and Description - Invoice 2020-100**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

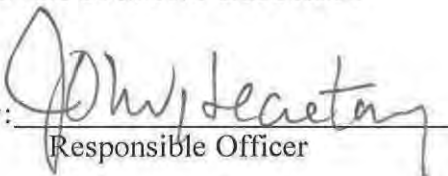
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

A. Requisition Number: **224**

B. Name and address of Payee: **Clary & Associates, Inc.**  
**3830 Crown Point Road**  
**Suite A**  
**Jacksonville, FL 32257**

C. Amount Payable: **1,500.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 3A - Plat Administration - Invoice 2019-89-3**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

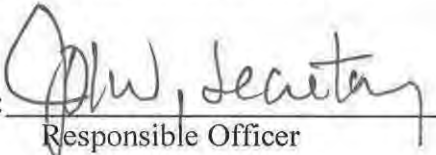
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **225**

B. Name and address of Payee: **Clary & Associates, Inc.**  
**3830 Crown Point Road**  
**Suite A**  
**Jacksonville, FL 32257**

C. Amount Payable: **11,440.0**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 2 Townhomes - Map and Description - Invoice 2018-724-4**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

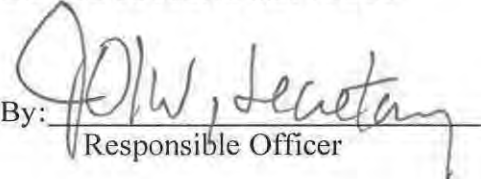
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **226**

B. Name and address of Payee: **Clary & Associates, Inc.  
3830 Crown Point Road  
Suite A  
Jacksonville, FL 32257**

C. Amount Payable: **11,440.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 2 Townhomes - Map and Description - Invoice 2018-724-5**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

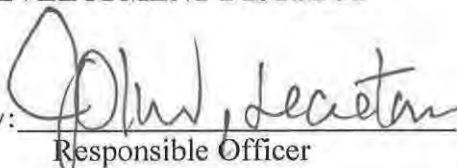
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

E. Requisition Number: **227**

F. Name and address of Payee: **Mailbox Specialist**  
**44141 Pinebreeze Blvd**  
**Callahan, FL 32011**

G. Amount Payable: **18,480.00**

H. Purpose 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 Cost of Issuance, if applicable): **60% Deposit - Beacon Lake Phase Townhomes mailboxes - Invoice 19043**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
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**MEADOW VIEW AT TWIN CREEKS  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **228**

B. Name and address of Payee: **ECS Florida, LLC**  
**14026 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**

C. Amount Payable: **2,788.50**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 2 - Engineering and Reporting Services - Invoice 786526**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

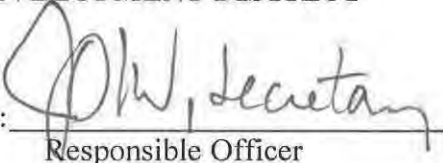
4. each disbursement represents a Cost of the Project which has not previously been paid.

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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  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **229**

B. Name and address of Payee: **ECS Florida, LLC**  
**14026 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**

C. Amount Payable: **3,294.50**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A - Engineering and Reporting Services - Invoice 786528**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

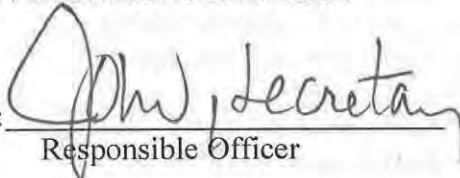
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

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A. Requisition Number: **230**

B. Name and address of Payee: **St. Johns Sod Services, LLC**  
**420 CR13A South**  
**Elkton, FL 32033**

C. Amount Payable: **6,270.00**

D. Purpose 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 Cost of Issuance, if applicable): **Phase 1 Bank Sod - Invoice 16565**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

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☐ this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;



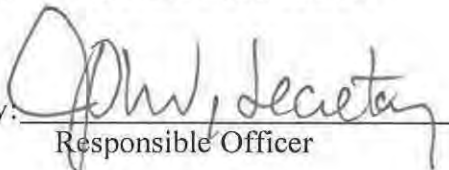
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

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A. Requisition Number: **231**

B. Name and address of Payee: **FEI-Jacksonville WW #149**  
**PO Box 100286**  
**Atlanta, GA 30384-0286**

C. Amount Payable: **23,831.40**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A Sub - Direct Purchase (Feb 2020)**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

1. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

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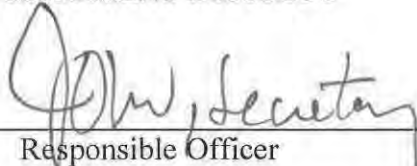
4. each disbursement represents a Cost of the Project which has not previously been paid.

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **232**

B. Name and address of Payee: **FEL-Jacksonville WW #149**  
**PO Box 100286**  
**Atlanta, GA 30384-0286**

C. Amount Payable: **24,580.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase P2 - Direct Purchase (Feb 2020)**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ obligations in the stated amount set forth above have been incurred by the Issuer,

or

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2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

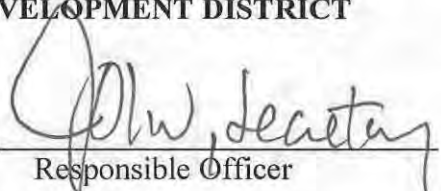
4. each disbursement represents a Cost of the Project which has not previously been paid.

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

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A. Requisition Number: **233**

B. Name and address of Payee: **KAD Electric Company**  
**PO Box 8567**  
**Fleming Island, FL 32006-0014**

C. Amount Payable: **23,700.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes - Electric work - Invoice 4231**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

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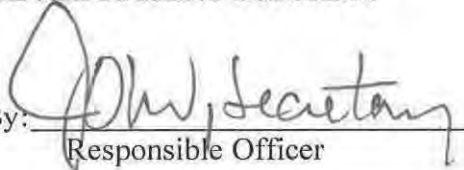
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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

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A. Requisition Number: **234**

B. Name and address of Payee: **Top Line Recreation  
2922 Howland Blvd,Suite 4  
Deltona, FL 32725**

C. Amount Payable: **39,150.39**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Playground Equipment - Invoice 2412**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

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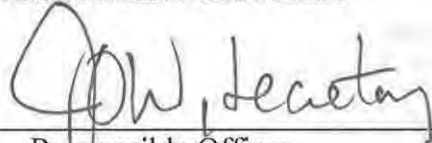
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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

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A. Requisition Number: **235**

B. Name and address of Payee: **Xylem Water Solutions USA, Inc.**  
**2152 Sprint Blvd**  
**Apopka, FL 32703**

C. Amount Payable: **1,299.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A Sub- Direct Purchase (Feb 2020)**

E. Amount, if any, that is to used for a Deferred Cost:

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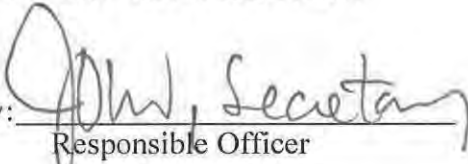
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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL  
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\_\_\_\_\_  
Consulting Engineer

March 23, 2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

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A. Requisition Number: **236**

B. Name and address of Payee: **Environmental Resource Solutions, Inc.**  
**3550 St. Johns Bluff Road**  
**Jacksonville, FL 32246**

C. Amount Payable: **280.00**

D. Purpose 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 Cost of Issuance, if applicable): **Professional Services related to Beacon Lakes Phase 3B - Invoice 36698**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

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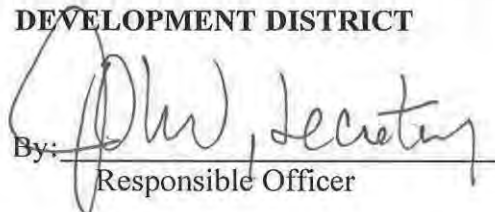
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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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\_\_\_\_\_  
Consulting Engineer

March 23, 2020

*D.*

# Meadow View at Twin Creeks

Community Development District

Construction Funding Request #8

March 18, 2020

Req.	PAYEE		
205	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 2 Bidding & CEI Services WA#11 Feb20 Inv #193508	\$	2,736.46
206	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 4/Twin Creeks Drive to Phase 4 Entrance Gate WA #19 Feb20 Inv #193516	\$	750.00
207	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 3A CEI Services WA#17 Feb20 Inv #193514	\$	2,135.54
208	<b>England Thims &amp; Millier Inc</b> Beacon Lake Community Park and Garden -Design Phase WA#20 Feb20 Inv #193517	\$	3,618.95
209	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 3B (200 Lots Only) WA#15 Feb20 Inv #193512	\$	3,706.64
210	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 2B WA#18 Feb20 Inv #19513	\$	1,179.20
211	<b>England Thims &amp; Millier Inc</b> Beacon Lake Townhomes Bidding & CEI Services WA#10 Feb20 Inv #193507	\$	5,826.03
212	<b>ECS Florida LLC</b> Beacon Lake Phase 3A - Engineering and Reporting Services Inv #793497	\$	940.50
213	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 3A Payment #5	\$	209,270.11
214	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 2 Payment #15	\$	203,798.50
215	<b>Hughes Brothers Construction Inc</b> Beacon Lake Townhouse Payment #15	\$	-
216	<b>Hughes Brothers Construction Inc</b> Beacon Lake Townhouse Payment #16 Final Invoice	\$	297,856.24
217	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 2B Payment #6	\$	29,770.49
218	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 3A Payment #5	\$	271,212.32
219	<b>ECS Florida LLC</b> Beacon Lake Phase 2 - Engineering and Reporting Services Inv #792351	\$	83.75
220	<b>ECS Florida LLC</b> Beacon Lake Townhomes - Engineering and Reporting Services Inv #792352	\$	586.50
221	<b>Mailbox Specialist</b> Beacon Lake Phase 2 mailboxes Inv #1234 60% Deposit	\$	24,174.00
222	<b>Mailbox Specialist</b> Beacon Lake Phase 3A mailboxes Inv #1235 60% Deposit	\$	12,177.87
223	<b>Clary &amp; Associates Inc</b> Beacon Lake Townhouse Map and Description Inv #2020-100	\$	350.00
224	<b>Clary &amp; Associates Inc</b> Beacon Lake Unit 3A Plat Administration Inv #2019-89-3	\$	1,500.00

# Meadow View at Twin Creeks

Community Development District

Construction Funding Request #8

March 18, 2020

Req.	PAYEE		
225	<b>Clary &amp; Associates Inc</b> Beacon Lake Unit 2 Townhouse map and Description Inv #2018-724-4	\$	11,440.00
226	<b>Clary &amp; Associates Inc</b> Beacon Lake Unit 2 Townhouse map and Description Inv #2018-724-5	\$	11,440.00
227	<b>Mailbox Specialist</b> Beacon Lake Townhomes mailboxes Inv #19043 60% Deposit	\$	18,480.00
228	<b>ECS Florida LLC</b> Beacon Lake Phase 2 - Engineering and Reporting Services Inv #786526	\$	2,788.50
229	<b>ECS Florida LLC</b> Beacon Lake Phase 3A - Engineering and Reporting Services Inv #786528	\$	3,294.50
230	<b>St Johns Sod Services LLC</b> Phase 1 Bank Sod - 16 Pallet Bahia 33 pallets Inv #16565 2/19/20	\$	6,270.00
231	<b>Ferguson Water Works</b> Beacon Lakes Phase 3A Sub - Direct Purchase Feb 2020	\$	23,831.40
232	<b>Ferguson Water Works</b> Beacon Lakes Phase P2 - Direct Purchase Feb 2020	\$	24,580.00
233	<b>KAD Electric Company</b> Electrical Labor for power and meter installation for signs and stop signs Inv #4231 12/18/19	\$	23,700.00
234	<b>Top Line Recreation Inc</b> Playground Equipment - Pocket Parks Inv #2412 12/4/19	\$	39,150.39
235	<b>Xylem Water Solutions</b> Beacon Lake Phase 3A Sub - Direct Purchase Feb 2020	\$	1,299.00
236	<b>Environmental Resource Solutions Inc</b> Beacon Lake Phase 3B Professional Services FEB20 Inv #36698	\$	280.00
<b>Total Funding Request</b>		<b>\$</b>	<b>1,238,226.89</b>

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



**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **205**

B. Name and address of Payee: **England-Thims & Miller, Inc.**  
**First Citizens**  
**ABA Routing #053100300**  
**Account #9061592290**  
**Jacksonville, FL**

C. Amount Payable: **2,736.46**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 2 Bidding and CEI Services (WA#11) Invoice 193508**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

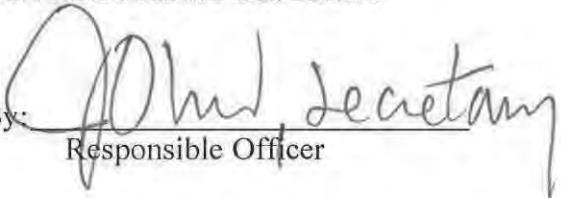
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020



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

March 5, 2020  
 Project No: 17228.01000  
 Invoice No: 0193508

Project 17228.01000 Beacon Lake Phase 2 - Bidding & CEI Services (WA#11)  
 EMAIL INVOICE TO BLAZ KOVACIC - BKOVAIC@BBXCAPITAL.COM

**Professional Services rendered through February 29, 2020**

Task	01	Bidding-Services	Total this Task	0.00
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Task	02	CEI Services
<b>Professional Personnel</b>		

		Hours	Rate	Amount	
Project Manager					
Lockwood, Scott	2/8/2020	3.50	178.00	623.00	
Lockwood, Scott	2/22/2020	5.00	178.00	890.00	
CADD/GIS Technician					
Sims, Daniel	2/22/2020	7.50	118.00	885.00	
Inspector					
Lanh, Pong	2/15/2020	2.00	118.00	236.00	
Lanh, Pong	2/22/2020	.50	118.00	59.00	
Totals		18.50		2,693.00	
<b>Total Labor</b>					<b>2,693.00</b>

	Current	Prior	To-Date	
Total Billings	2,693.00	56,330.75	59,023.75	
Contract Limit			90,000.00	
Remaining			30,976.25	
<b>Total this Task</b>				<b>\$2,693.00</b>

Task	XP	Reimbursable Expenses
<b>Expenses</b>		

Mileage		11.50	
Delivery / Messenger Svc		26.29	
<b>Total Expenses</b>	<b>1.15 times</b>	<b>37.79</b>	<b>43.46</b>

	Current	Prior	To-Date	
Total Billings	43.46	2,032.47	2,075.93	
Contract Limit			5,000.00	
Remaining			2,924.07	

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **206**

B. Name and address of Payee: **England-Thims & Miller, Inc.  
First Citizens  
ABA Routing #053100300  
Account #9061592290  
Jacksonville, FL**

C. Amount Payable: **750.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 4/Twin Creeks Drive to Phase 4 Entrance Gate  
(WA#19) Invoice 193516**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

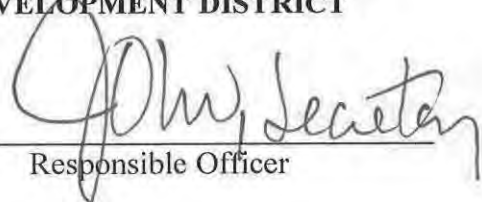
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020



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

March 5, 2020

Project No: 19268.00000  
Invoice No: 0193516

Project 19268.00000 Meadow View at Twin Creek CDD-Beacon Lake Phase 4/Twin Creeks  
Drive to the Phase 4 Entrance Gate (WA#19)

EMAIL INVOICE TO BLAZ KOVACIC - BKOVACIC@BBXCAPITAL.COM

**Professional Services rendered through February 29, 2020**

Phase	01	Phase 4 Entrance Road Civil Engineering
Total Fee	15,000.00	
Percent Complete	45.00	Total Earned 6,750.00
		Previous Fee Billing 6,000.00
		Current Fee Billing 750.00
		<b>Total Fee 750.00</b>
		<b>Total this Phase \$750.00</b>

Phase	XP	Expenses	Current	Prior	To-Date
Expenses			0.00	0.00	0.00
Estimated Budget					3,500.00
Remaining					3,500.00
					<b>Total this Phase 0.00</b>
					<b>Invoice Total this Period \$750.00</b>

**Outstanding Invoices**

Number	Date	Balance
0193176	2/5/2020	2,250.00
<b>Total</b>		<b>2,250.00</b>

**Total Now Due \$3,000.00**

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

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8900 • Fax 904-646-6485  
CA-00002584 LC-0000316

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **207**

B. Name and address of Payee: **First Citizens**  
**ABA Routing #053100300**  
**Jacksonville, FL**

C. Amount Payable: **2,135.54**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 3A (CEI Services) WA#17 - Invoice 193514**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



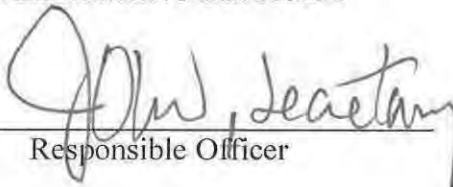
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020





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

March 5, 2020  
Project No: 19231.00000  
Invoice No: 0193514

Project 19231.00000 Beacon Lake Phase 3A (WA#17)  
EMAIL INVOICE TO BLAZ KOVACIC - BKOVAIC@BBXCAPITAL.COM

**Professional Services rendered through February 29, 2020**

Phase 01 CEI Services

**Professional Personnel**

	Hours	Rate	Amount	
Project Manager				
Lockwood, Scott	3.75	180.00	675.00	
Inspector				
Lanh, Pong	11.50	120.00	1,380.00	
Totals	15.25		2,055.00	
<b>Total Labor</b>				<b>2,055.00</b>
	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	2,055.00	16,504.50	18,559.50	
Estimated Budget			50,000.00	
Remaining			31,440.50	
		<b>Total this Phase</b>		<b>\$2,055.00</b>

Phase XP Reimbursable Expenses

**Expenses**

Mileage			27.60	
Telephone			7.53	
Delivery / Messenger Svc			45.41	
<b>Total Expenses</b>		<b>1.0 times</b>	<b>80.54</b>	<b>80.54</b>
	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	80.54	661.12	741.66	
Estimated Budget			3,500.00	
Remaining			2,758.34	
		<b>Total this Phase</b>		<b>\$80.54</b>

**Invoice Total this Period \$2,135.54**

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

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32218 • Tel 904-642-9990 • Fax 904-645-9445  
CA-00002594 LC-0000316

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **208**

B. Name and address of Payee: **England-Thims & Miller, Inc.  
First Citizens  
ABA Routing #053100300  
Account #9061592290  
Jacksonville, FL**

C. Amount Payable: **3,618.95**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Community Park and Graden-Design Phase (WA#20) Invoice 193517**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

\_\_\_\_\_  
Consulting Engineer

March 23, 2020



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

March 5, 2020  
Project No: 19317.01000  
Invoice No: 0193517

Project 19317.01000 Beacon Lakes Community Park and Garden-Design Phase (WA#20)  
EMAIL INVOICE TO BLAZ KOVACIC - BKOVACIC@BBXCAPITAL.COM

**Professional Services rendered through February 29, 2020**

Task	Lump Sum				
Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
1.Community Park Grading Design	15,000.00	100.00	15,000.00	15,000.00	0.00
2.Master Development Plan	3,500.00	100.00	3,500.00	2,625.00	875.00
3.SJRWMD Environmental Resource Permit M	4,800.00	75.00	3,600.00	1,200.00	2,400.00
4.SJC Regulatory Permitting (SCJ Approva	3,250.00	50.00	1,625.00	1,625.00	0.00
5.Landscape and Tree Mitigation Plan	1,250.00	100.00	1,250.00	937.50	312.50
Total Fee	27,800.00		24,975.00	21,387.50	3,587.50
Total Fee				3,587.50	
Total this Task				\$3,587.50	

Task	XP	Expenses		
<b>Expenses</b>				
Delivery / Messenger Svc			27.35	
Total Expenses		1.15 times	27.35	31.45
Total this Task				\$31.45
Invoice Total this Period				\$3,618.95

**Outstanding Invoices**

Number	Date	Balance
0193177	2/5/2020	8,705.12
Total		8,705.12

Total Now Due \$12,324.07

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

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8090 • Fax 904-646-9485  
CA-0002584 LC-0000316

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **209**

B. Name and address of Payee: **England-Thims & Miller, Inc.  
First Citizens  
ABA Routing #053100300  
Account #9061592290  
Jacksonville, FL**

C. Amount Payable: **3,706.64**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Phase 3B (200 Lots Only) WA#15 - Invoice 193512**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

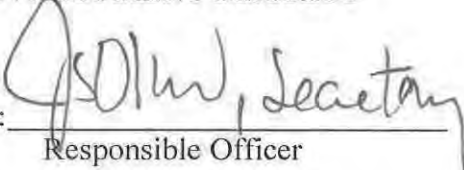
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020





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

March 5, 2020  
 Project No: 19090.00000  
 Invoice No: 0193512

Project 19090.00000 Beacon Lakes Phase 3B (200 Lots Only) WA#15  
 EMAIL INVOICE TO BLAZ KOVACIC - BKOVACIC@BBXCAPITAL.COM

**Professional Services rendered through February 29, 2020**

Task 01 Site Plan Revisions

Note: Additional adjustments to the site plan to get total lots and adjust cul de sacs as discussed with Owner.

**Total this Task 0.00**

Task 02-10 Lump Sum

Task	Contract Amount	Percent Complete	Earned To Date	Previously Billed	Current Billed
2. Master Development Plan	4,000.00	100.00	4,000.00	4,000.00	0.00
3. Master Stormwater Plan	7,000.00	100.00	7,000.00	7,000.00	0.00
4. SJRWMD Environmental Resource Permit (Phase 3B only)	12,000.00	100.00	12,000.00	12,000.00	0.00
5. Master Utility Plan	5,000.00	100.00	5,000.00	5,000.00	0.00
6. Collector Rd Final Eng. & Constr. Plans (Ph.3B only)	24,000.00	100.00	24,000.00	24,000.00	0.00
7. Subdivision Civil Eng. Constr. Plans (200 Lots only)	85,800.00	100.00	85,800.00	85,800.00	0.00
8. Phase 3B Lift Station Design	9,350.00	100.00	9,350.00	9,350.00	0.00
<b>9. Phase 3B Regulatory Permitting/Approvals</b>					
1. SJC Util. Dpt. Wtr, Sew. & Reuse Rev. Coord	4,000.00	100.00	4,000.00	3,000.00	1,000.00
2. SJC DRC Submittal & Constr. Plan App.	3,250.00	100.00	3,250.00	1,625.00	1,625.00
3. DEP Water Distri. System Gen. Permit	1,800.00	50.00	900.00	450.00	450.00
4. DEP San. Sewer Coll. System Gen. Permit	1,800.00	50.00	900.00	450.00	450.00
5. EPA NPDES General NOI-Constr. Permit	1,500.00	0.00	0.00	0.00	0.00
10. Landscape & Tree Mitigation Plan	7,500.00	100.00	7,500.00	7,500.00	0.00
<b>Total Fee</b>	<b>167,000.00</b>		<b>163,700.00</b>	<b>160,175.00</b>	<b>3,525.00</b>
<b>Total Fee</b>					<b>3,525.00</b>
<b>Total this Task</b>					<b>\$3,525.00</b>

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

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8990 • Fax 904-646-8485  
 CA-00032584 LC-0003316

Task	XP	Expenses		
<b>Expenses</b>				
Reproductions			157.95	
	<b>Total Expenses</b>	<b>1.15 times</b>	<b>157.95</b>	<b>181.64</b>
		<b>Total this Task</b>		<b>\$181.64</b>
		<b>Invoice Total this Period</b>		<b>\$3,706.64</b>

#### Outstanding Invoices

Number	Date	Balance		
0193171	2/5/2020	6,486.17		
<b>Total</b>		<b>6,486.17</b>		
		<b>Total Now Due</b>		<b>\$10,192.81</b>

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

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
 14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-612-8690 • Fax 904-616-4485  
 CA-00002594 LC-0000316



**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **210**

B. Name and address of Payee: **England-Thims & Miller, Inc.**  
**First Citizens**  
**ABA Routing #053100300**  
**Account #9061592290**  
**Jacksonville, FL**

C. Amount Payable: **1,179.20**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 2B WA#18 - Invoice 193513**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

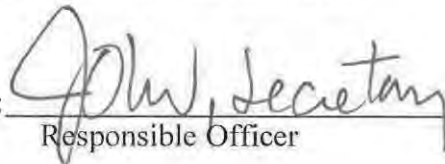
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020



VISION • EXPERIENCE • RESULTS

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

March 5, 2020

Project No: 19224.00000

Invoice No: 0193513

Project 19224.00000 Beacon Lake Phase 2B (WA#18)

EMAIL INVOICE TO BLAZ KOVACIC - BKOVACIC@BBXCAPITAL.COM

Professional Services rendered through February 29, 2020

Phase 01 CEI Services

**Professional Personnel**

	Hours	Rate	Amount
Project Manager			
Lockwood, Scott	1.50	180.00	270.00
CADD/GIS Technician			
Sims, Daniel	5.00	120.00	600.00
Inspector			
Lanh, Pong	2.50	120.00	300.00
Totals	9.00		1,170.00
<b>Total Labor</b>			<b>1,170.00</b>

	Current	Prior	To-Date
Total Billings	1,170.00	16,075.00	17,245.00
Estimated Budget			30,000.00
Remaining			12,755.00
<b>Total this Phase</b>			<b>\$1,170.00</b>

Phase XP Reimbursable Expenses

**Expenses**

Mileage			9.20
<b>Total Expenses</b>		<b>1.0 times</b>	<b>9.20</b>
			<b>9.20</b>
	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	9.20	752.02	761.22
Estimated Budget			3,500.00
Remaining			2,738.78
<b>Total this Phase</b>			<b>\$9.20</b>

**Invoice Total this Period \$1,179.20**

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

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8990 • Fax 904-646-9485  
CA-0002584 LC-000316

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **211**

B. Name and address of Payee: **England-Thims & Miller, Inc.**  
**First Citizens**  
**ABA Routing #053100300**  
**Account #9061592290**  
**Jacksonville, FL**

C. Amount Payable: **5,826.03**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes Townhomes Bidding & CEI Services (WA#10) Invoice 193507**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

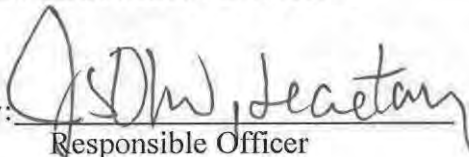
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020



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

March 5, 2020  
 Project No: 17085.01000  
 Invoice No: 0193507

Project 17085.01000 Beacon Lakes Townhomes Bidding & CEI Services (WA#10)

SEND EMAIL COPY OF INVOICE TO BLAZ KOVACIC-BKOVACIC@BBXCAPITAL.COM

**Professional Services rendered through February 29, 2020**

Task	01	Bidding Services	Current	Prior	To-Date
Total Billings			0.00	9,656.50	9,656.50
Contract Limit					10,000.00
Remaining					343.50
<b>Total this Task</b>					<b>0.00</b>

Task	02	CEI Services	Hours	Rate	Amount
<b>Professional Personnel</b>					
Project Manager					
Lockwood, Scott	2/1/2020		11.50	178.00	2,047.00
Lockwood, Scott	2/8/2020		4.75	178.00	845.50
Lockwood, Scott	2/15/2020		3.50	178.00	623.00
CADD/GIS Technician					
Sims, Daniel	2/1/2020		5.50	118.00	649.00
Sims, Daniel	2/8/2020		.75	118.00	88.50
Inspector					
Lanh, Pong	2/1/2020		5.00	118.00	590.00
Lanh, Pong	2/15/2020		2.00	118.00	236.00
Lanh, Pong	2/22/2020		1.00	118.00	118.00
Totals			34.00		5,197.00
<b>Total Labor</b>					<b>5,197.00</b>
			<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings			5,197.00	58,060.00	63,257.00
Contract Limit					75,000.00
Remaining					11,743.00
<b>Total this Task</b>					<b>\$5,197.00</b>



Task XP Reimbursable Expenses

Expenses

Mileage			31.05	
Delivery / Messenger Svc			47.93	
Permits			468.00	
<b>Total Expenses</b>		<b>1.15 times</b>	<b>546.98</b>	<b>629.03</b>

	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>	
Total Billings	629.03	1,423.75	2,052.78	
Contract Limit			5,000.00	
Remaining			2,947.22	

**Total this Task \$629.03**

**Invoice Total this Period \$5,826.03**

Outstanding Invoices

Number	Date	Balance
0193166	2/5/2020	4,573.25
<b>Total</b>		<b>4,573.25</b>

**Total Now Due \$10,399.28**

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

ENGINEERS • PLANNERS • SURVEYORS • GIS • LANDSCAPE ARCHITECTS  
14775 Old St. Augustine Road • Jacksonville, Florida 32258 • Tel 904-642-8950 • Fax 904-648-8455  
CA-00002534 LC-0000318

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **212**

B. Name and address of Payee: **ECS Florida, LLC**  
**14026 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**

C. Amount Payable: **940.50**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A - Engineering and Reporting Services - Invoice 793497**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

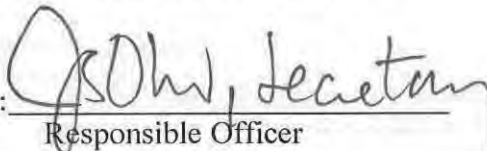
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
DEVELOPMENT DISTRICT**

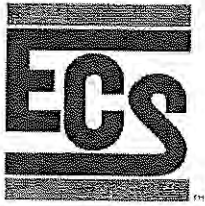
By:   
Responsible Officer

**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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
Consulting Engineer

March 23, 2020



## PLEASE REMIT TO:

ECS FLORIDA, LLC  
14026 THUNDERBOLT PLACE, SUITE 600  
CHANTILLY, VA 20151

Invoice Date	Invoice Number
03/11/2020	793497
Always Refer To Above Number	

Page 1 of 1

PROJECT NAME: Beacon Lake Phase 3A  
St. Johns County, FL

TO: Mr. Blaz Kovacic  
Meadow View at Twin Creeks Community Dev  
c/o Governmental Management Services, LL  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT No.	BILLED THRU DATE	TERMS
NG5701	35:24691-C	02/29/2020	DUE UPON RECEIPT

Please Pay  
This Amount: **\$940.50**

Description	Quantity	Units	Unit Price	Extension	Total
<b>Professional Services</b>					
Engineering & Reporting Fee	1.00	LUMP SUM	\$0.00		\$85.50
				Subtotal:	\$85.50
<b>Miscellaneous Services</b>					
LBR with Percent Fines	2.00	EACH	\$225.00		\$450.00
Report #34 On-Site Time	1.00	HOUR	\$70.00		\$70.00
Report #36 On-Site Time	2.00	HOUR	\$70.00		\$140.00
Report #36 Field Compaction Unit Testing	13.00	EACH	\$15.00		\$195.00
				Subtotal:	\$855.00

\*\*\*\*\*  
\* Invoice Total - Please Remit => **\$940.50**  
\*\*\*\*\*

If you have any questions regarding this  
invoice please contact Chance Leonard at  
904.880.0960

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **213**

B. Name and address of Payee: **Overnight to:**  
**Hughes Brothers Construction, Inc.**  
**948 Walker Road**  
**Wildwood, FL 34785**  
**FedEx Account: 189249470**

C. Amount Payable: **209,270.11**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #5 Beacon Lake Phase 3A**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

\_\_\_\_\_  
Consulting Engineer

March 23, 2020

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:  
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

PROJECT:  
BEACON LAKE PHASE 3A

APPLICATION NO.:  
APPLICATION DATE: 2/25/2020

DISTRIBUTION TO:  
X OWNER  
X ENGINEER  
CONTRACTOR

PAY PERIOD: 2/1/20 - 2/29/20

CONTRACT DATE:

## FROM CONTRACTOR:

Hughes Brothers Construction, Inc.  
948 Walker Rd.  
Wildwood, Florida 34785  
352-399-6829

## VIA ENGINEER:

England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, FL 32258  
904-642-8990

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract  
Continuation sheets, as applicable, are attached.

### 1. ORIGINAL CONTRACT SUM

\$ 3,724,268.32

### 2. Net change by Change Orders (4 Total to Date)

\$ (1,143,366.09)

### 3. Contract Sum To Date (Line 1+2)

\$ 2,580,902.23

### 4. TOTAL COMPLETED AND STORED TO DATE

\$ 1,194,841.52

(Column G on individual sheets)

### 5. RETAINAGE:

- a. 10% of completed work
- b. Retainage released to date
- c. Net retainage held to date

\$ 119,484.15

\$ -

\$ 119,484.15

### 6. TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

\$ 1,075,357.37

### 7. LESS PREVIOUS PAYMENTS

(Line 6 from prior Application)

\$ 866,087.26

### 8. CURRENT PAYMENT DUE

\$ 209,270.11

### 9. BALANCE TO FINISH, INCL. RETAINAGE

(Line 3 less Line 6)

\$ 1,505,544.86

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		(795,084.09)
Total approved this month		(348,282.00)
TOTALS	-	(1,143,366.09)
NET CHANGES by Change Order		(1,143,366.09)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.

By: Rachael Mundorff  
Project Manager

Date: 3/11/20

State of: FLORIDA  
County of: SUMTER  
Subscribed and sworn to before me this 11 day of March, 2020



Rachael Mundorff  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG075002  
Expires 2/28/2021

Notary Public: Rachael Mundorff  
My Commission expires: 2/28/2021

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.  
AMOUNT CERTIFIED: 209,270.11 Date: 3/13/20  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer: Rachael Mundorff Date: 3/13/20

"S.L."  
3/10/20  
Revised.

Reviewed and Accrued to  
Site Condition. Pay Lr. 3/13/20

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
MOBILIZATION												
10	Mobilization	1.00	LS	\$ 23,350.00	\$ 23,350.00	0.4	\$ 9,340.00	0.2	\$ 4,670.00	0.6	\$ 14,010.00	60.00%
30	Project Management & Project Supervision	1.00	LS	\$ 85,336.00	\$ 85,336.00	0.4	\$ 34,134.40	0.2	\$ 17,067.20	0.6	\$ 51,201.60	60.00%
60	Surveying and Stakeout	1.00	LS	\$ 55,914.05	\$ 55,914.05	0.5	\$ 27,957.03	0.2	\$ 11,182.81	0.7	\$ 39,139.84	70.00%
70	TOTAL MOBILIZATION				\$ 164,600.05		\$ 71,431.43		\$ 32,920.01		\$ 104,351.44	
MOT												
90	Construction Entrance & Maintenance	1.00	LS	\$ 2,215.00	\$ 2,215.00	0.5	\$ 1,107.50	0.25	\$ 553.75	0.75	\$ 1,661.25	75.00%
100	TOTAL MOT				\$ 2,215.00		\$ 1,107.50		\$ 553.75		\$ 1,661.25	
PREVENTION OF EROSION AND WATER POLLUTION												
110	Prevention, Control, and Abatement of Erosion & Wa	1.00	LS	\$ 5,829.00	\$ 5,829.00	0.4	\$ 2,331.60	0.2	\$ 1,165.80	0.6	\$ 3,497.40	60.00%
160	Filter Barrier	12,985.00	LF	\$ 1.90	\$ 24,671.50	12985	\$ 24,671.50	0	\$ -	12985	\$ 24,671.50	100.00%
170	TOTAL PREVENTION OF EROSION AND WATER POLLUTION				\$ 30,500.50		\$ 27,003.10		\$ 1,165.80		\$ 28,168.90	
SWPPP												
180	Storm Water Pollution Prevention Plan	1.00	LS	\$ 1,244.00	\$ 1,244.00	1	\$ 1,244.00	0	\$ -	1	\$ 1,244.00	100.00%
190	Npdes Monitoring	1.00	LS	\$ 4,664.00	\$ 4,664.00	0.4	\$ 1,865.60	0.2	\$ 932.80	0.6	\$ 2,798.40	60.00%
200	TOTAL SWPPP				\$ 5,908.00		\$ 3,109.60		\$ 932.80		\$ 4,042.40	
PAYMENT AND PERFORMANCE BONDS												
210	Payment & Performance Bond	1.00	EA	\$ 46,020.00	\$ 46,020.00	1	\$ 46,020.00	0	\$ -	1	\$ 46,020.00	100.00%
220	TOTAL PAYMENT AND PERFORMANCE BONDS				\$ 46,020.00		\$ 46,020.00		\$ -		\$ 46,020.00	
EARTHWORKS												
300	Fine Grade Lots	157,980.00	SY	\$ 0.45	\$ 71,091.00	0	\$ -	65210	\$ 29,344.50	65210	\$ 29,344.50	41.28%
310	Fine Grade R/W	24,540.00	SY	\$ 0.60	\$ 14,724.00	0	\$ -	0	\$ -	0	\$ -	0.00%
330	Fine Grade Dist. Areas	32580	SY	\$ 0.45	\$ 14,661.00	0	\$ -	9432	\$ 4,244.40	9432	\$ 4,244.40	28.95%
400	TOTAL EARTHWORKS				\$ 100,476.00		\$ -		\$ 33,588.90		\$ 33,588.90	
NEIGHBORHOOD GRADING AS-BUILTS												
410	Neighborhood Grading Asbuilts	1.000	EA	\$ 6,934.25	\$ 6,934.25	0	\$ -	0	\$ -	0	\$ -	0.00%



SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
420	TOTAL NEIGHBORHOOD GRADING AS-BUILTS				\$ 6,934.25		\$ -		\$ -		\$ -	
	PAVING CURB & GUTTER											
430	12" Stabilized Subgrade LBR 40	21,095.00	SY	\$ 9.50	\$ 200,402.50	0	\$ -	2500	\$ 23,750.00	2500	\$ 23,750.00	11.85%
450	6" Limerock Base LBR 100 - 98% Max Density Mod Pro	16,225.00	SY	\$ 12.60	\$ 204,435.00	0	\$ -	0	\$ -	0	\$ -	0.00%
460	Asphaltic Concrete Paving (1" 12 5 Super Pave 1st)	16,225.00	SY	\$ 7.05	\$ 114,386.25	0	\$ -	0	\$ -	0	\$ -	0.00%
480	Asphaltic Concrete Paving (0 75" 9 5 2nd Lift)	16,225.00	SY	\$ 6.90	\$ 111,952.50	0	\$ -	16225	\$ 111,952.50	16225	\$ 111,952.50	100.00%
500	Miami Curb And Gutter	11,985.00	LF	\$ 14.79	\$ 177,258.15	0	\$ -	0	\$ -	0	\$ -	0.00%
510	Standard Curb And Gutter	350.00	LF	\$ 15.95	\$ 5,582.50	0	\$ -	0	\$ -	0	\$ -	0.00%
550	TOTAL PAVING CURB & GUTTER				\$ 814,016.90		\$ -		\$ 135,702.50		\$ 135,702.50	
	COMMON AREA SIDEWALK											
560	Common Area Sidewalk	8,710.00	SY	\$ 39.15	\$ 340,996.50	0	\$ -	0	\$ -	0	\$ -	0.00%
570	ADA Curb Ramps with Detectable Warnings	8.00	EA	\$ 1,220.00	\$ 9,760.00	0	\$ -	0	\$ -	0	\$ -	0.00%
580	TOTAL COMMON AREA SIDEWALK				\$ 350,756.50		\$ -		\$ -		\$ -	
	SIGNAGE AND MARKINGS											
600	Pedestrian Crossing Ahead Sign W11-2 & W16-9P	4.00	EA	\$ 377.00	\$ 1,508.00	0	\$ -	0	\$ -	0	\$ -	0.00%
620	Stop / Street Name Combo Sign	5.00	EA	\$ 800.40	\$ 4,002.00	0	\$ -	0	\$ -	0	\$ -	0.00%
630	Speed Limit Sign R2-1	2.00	EA	\$ 290.00	\$ 580.00	0	\$ -	0	\$ -	0	\$ -	0.00%
660	Reuse Warning Signs (locations to be determined)	10.00	EA	\$ 300.00	\$ 3,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
670	24" White Stop Bar	6.00	EA	\$ 675.00	\$ 4,050.00	0	\$ -	0	\$ -	0	\$ -	0.00%
720	Special Emphasis Pedestrian Crosswalk (per interse	6.00	EA	\$ 675.00	\$ 4,050.00	0	\$ -	0	\$ -	0	\$ -	0.00%
730	TOTAL SIGNAGE AND MARKINGS				\$ 17,190.00		\$ -		\$ -		\$ -	
	STORM DRAINAGE COLLECTION											
735	10" N12 Pipe	660.00	LF	\$ 31.15	\$ 20,559.00	660	\$ 20,559.00	0	\$ -	660	\$ 20,559.00	100.00%
740	12" HP N12 Pipe	520.00	LF	\$ 38.25	\$ 19,890.00	520	\$ 19,890.00	0	\$ -	520	\$ 19,890.00	100.00%
750	18" HP N12 Pipe	300.00	LF	\$ 40.80	\$ 12,240.00	0	\$ -	0	\$ -	0	\$ -	0.00%
760	24" HP N12 Pipe	245.00	LF	\$ 52.80	\$ 12,936.00	0	\$ -	0	\$ -	0	\$ -	0.00%
770	36" HP N12 Pipe	355.00	LF	\$ 79.35	\$ 28,169.25	355	\$ 28,169.25	0	\$ -	355	\$ 28,169.25	100.00%
780	15" RCP	535.00	LF	\$ 45.55	\$ 24,369.25	535	\$ 24,369.25	0	\$ -	535	\$ 24,369.25	100.00%
790	18" RCP	1,195.00	LF	\$ 48.80	\$ 58,316.00	1195	\$ 58,316.00	0	\$ -	1195	\$ 58,316.00	100.00%
800	24" RCP	595.00	LF	\$ 61.00	\$ 36,295.00	595	\$ 36,295.00	0	\$ -	595	\$ 36,295.00	100.00%
810	30" RCP	40.00	LF	\$ 76.00	\$ 3,040.00	40	\$ 3,040.00	0	\$ -	40	\$ 3,040.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
845	15" Mes	1.00	EA	\$ 642.24	\$ 642.24	1	\$ 642.24	0	\$ -	1	\$ 642.24	100.00%
850	18" Mes	6.00	EA	\$ 1,500.00	\$ 9,000.00	6	\$ 9,000.00	0	\$ -	6	\$ 9,000.00	100.00%
860	24" Mes	2.00	EA	\$ 1,725.00	\$ 3,450.00	2	\$ 3,450.00	0	\$ -	2	\$ 3,450.00	100.00%
870	36" Mes	1.00	EA	\$ 2,495.00	\$ 2,495.00	1	\$ 2,495.00	0	\$ -	1	\$ 2,495.00	100.00%
900	Type E Inlet	4.00	EA	\$ 3,900.50	\$ 15,602.00	2	\$ 7,801.00	0	\$ -	2	\$ 7,801.00	50.00%
980	Type J-1 Mh	4.00	EA	\$ 3,625.00	\$ 14,500.00	4	\$ 14,500.00	0	\$ -	4	\$ 14,500.00	100.00%
990	Single Curb Inlet 4' ID - Type A	15.00	EA	\$ 4,605.45	\$ 69,081.75	11	\$ 50,659.95	0	\$ -	11	\$ 50,659.95	73.33%
1020	Double Curb Inlet 5' ID - Type B	6.00	EA	\$ 6,879.35	\$ 41,276.10	4	\$ 27,517.40	0	\$ -	4	\$ 27,517.40	66.67%
1110	Concrete Yard Drain	22.00	EA	\$ 1,735.00	\$ 38,170.00	22	\$ 38,170.00	0	\$ -	22	\$ 38,170.00	100.00%
1120	Storm Sewer Testing (Video)	1.00	LS	\$ 23,263.00	\$ 23,263.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1130	TOTAL STORM DRAINAGE COLLECTION				\$ 433,294.59		\$ 344,874.09		\$ -		\$ 344,874.09	
	ROADWAY UNDERDRAIN TYPES A & B											
1140	Type A Underdrain	7,000.00	LF	\$ 22.00	\$ 154,000.00	420	\$ 9,240.00	6580	\$ 144,760.00	7000	\$ 154,000.00	100.00%
1150	Type B Underdrain	1,000.00	LF	\$ 38.50	\$ 38,500.00	0	\$ -	1000	\$ 38,500.00	1000	\$ 38,500.00	100.00%
1160	Underdrain Clean-Out	20.00	EA	\$ 620.00	\$ 12,400.00	0	\$ -	20	\$ 12,400.00	20	\$ 12,400.00	100.00%
1170	TOTAL ROADWAY UNDERDRAIN TYPES A & B				\$ 204,900.00		\$ 9,240.00		\$ 195,660.00		\$ 204,900.00	
	PAVING & DRAINAGE AS-BUILTS											
1180	Paving & Drainage Asbultts	1.00	EA	\$ 13,224.00	\$ 13,224.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1190	TOTAL PAVING & DRAINAGE AS-BUILTS				\$ 13,224.00		\$ -		\$ -		\$ -	
	WATER TRANSMISSION & DISTRIBUTION SYS. (SCJUD)											
1200	2" Hdpe Cis (Sdr 9)	945.00	LF	\$ 9.78	\$ 9,242.10	205	\$ 2,004.90	740	\$ 7,237.20	945	\$ 9,242.10	100.00%
1210	4" Pvc (Dr18)	1,290.00	LF	\$ 11.00	\$ 14,190.00	640	\$ 7,040.00	650	\$ 7,150.00	1290	\$ 14,190.00	100.00%
1220	4" Hdpe (Sdr 11)	200.00	LF	\$ 19.40	\$ 3,880.00	200	\$ 3,880.00	0	\$ -	200	\$ 3,880.00	100.00%
1250	8" Pvc (Dr18)	1,610.00	LF	\$ 20.50	\$ 33,005.00	1480	\$ 30,340.00	130	\$ 2,665.00	1610	\$ 33,005.00	100.00%
1270	10" Pvc (Dr18)	2,230.00	LF	\$ 28.75	\$ 64,112.50	520	\$ 14,950.00	1710	\$ 49,162.50	2230	\$ 64,112.50	100.00%
1300	12" Hdpe (Sdr 11)	320.00	LF	\$ 73.15	\$ 23,408.00	232	\$ 16,970.80	88	\$ 6,437.20	320	\$ 23,408.00	100.00%
1320	4" Gate Valve	2.00	EA	\$ 850.00	\$ 1,700.00	0	\$ -	2	\$ 1,700.00	2	\$ 1,700.00	100.00%
1340	8" Gate Valve	3.00	EA	\$ 1,405.00	\$ 4,215.00	2	\$ 2,810.00	1	\$ 1,405.00	3	\$ 4,215.00	100.00%
1350	10" Gate Valve	4.00	EA	\$ 2,070.00	\$ 8,280.00	2	\$ 4,140.00	2	\$ 4,140.00	4	\$ 8,280.00	100.00%
1365	10" X 8" Cross	2.00	EA	\$ 675.00	\$ 1,350.00	1	\$ 675.00	1	\$ 675.00	2	\$ 1,350.00	100.00%
1390	4" 11.25 Bend	2.00	EA	\$ 250.00	\$ 500.00	0	\$ -	2	\$ 500.00	2	\$ 500.00	100.00%
1400	4" 22.5 Bend	1.00	EA	\$ 255.00	\$ 255.00	0	\$ -	1	\$ 255.00	1	\$ 255.00	100.00%
1410	4" 45 Bend	1.00	EA	\$ 255.00	\$ 255.00	0	\$ -	1	\$ 255.00	1	\$ 255.00	100.00%



SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1430	8" 11.25 Bend	18.00	EA	\$ 358.85	\$ 6,459.30	18	\$ 6,459.30	0	\$ -	18	\$ 6,459.30	100.00%
1450	8" 45 Bend	6.00	EA	\$ 370.25	\$ 2,221.50	0	\$ -	6	\$ 2,221.50	6	\$ 2,221.50	100.00%
1460	10" 11.25 Bend	20.00	EA	\$ 515.00	\$ 10,300.00	7	\$ 3,605.00	13	\$ 6,695.00	20	\$ 10,300.00	100.00%
1480	10" 45 Bend	4.00	EA	\$ 515.00	\$ 2,060.00	0	\$ -	4	\$ 2,060.00	4	\$ 2,060.00	100.00%
1510	4" Cap Tapped 2"	5.00	EA	\$ 353.85	\$ 1,769.25	0	\$ -	5	\$ 1,769.25	5	\$ 1,769.25	100.00%
1540	8" x 4" Reducer	4.00	EA	\$ 310.00	\$ 1,240.00	3	\$ 930.00	1	\$ 310.00	4	\$ 1,240.00	100.00%
1550	10" x 8" Reducer	2.00	EA	\$ 425.00	\$ 850.00	1	\$ 425.00	1	\$ 425.00	2	\$ 850.00	100.00%
1590	Fire Hydrant Assembly	9.00	EA	\$ 4,430.55	\$ 39,874.95	6	\$ 26,583.30	3	\$ 13,291.65	9	\$ 39,874.95	100.00%
1600	Single Water Service	67.00	EA	\$ 880.00	\$ 58,960.00	24	\$ 21,120.00	43	\$ 37,840.00	67	\$ 58,960.00	100.00%
1610	Double Water Service	35.00	EA	\$ 1,180.00	\$ 41,300.00	15	\$ 17,700.00	20	\$ 23,600.00	35	\$ 41,300.00	100.00%
1640	2" Flushing Hydrant Assy	5.00	EA	\$ 1,770.00	\$ 8,850.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1650	Bacteriological Sample Point	12.00	EA	\$ 545.00	\$ 6,540.00	2	\$ 1,090.00	0	\$ -	2	\$ 1,090.00	16.67%
1660	Misc Fittings Potable Water	1.00	LS	\$ 9,045.00	\$ 9,045.00	0.3	\$ 2,713.50	0.7	\$ 6,331.50	1	\$ 9,045.00	100.00%
1670	Testing Potable Water	1.00	LS	\$ 22,560.00	\$ 22,560.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1680	Locate Wire Potable Water	6.695.00	LF	\$ 0.75	\$ 5,021.25	0	\$ -	0	\$ -	0	\$ -	0.00%
1690	TOTAL WATER TRANSMISSION & DISTRIBUTION SYS. (SCJUD)				\$ 381,443.85		\$ 163,436.80		\$ 176,125.80		\$ 339,562.60	
	GRAVITY SANITARY SEWER COLLECTION SYS. (SCJUD)											
1700	0/6 8" Pvc (Sdr 26) San	2,170.00	LF	\$ 35.70	\$ 77,469.00	2170	\$ 77,469.00	0	\$ -	2170	\$ 77,469.00	100.00%
1710	6/8 8" Pvc (Sdr 26) San	1,140.00	LF	\$ 37.50	\$ 42,750.00	1140	\$ 42,750.00	0	\$ -	1140	\$ 42,750.00	100.00%
1720	8/10 8" Pvc (Sdr 26) San	710.00	LF	\$ 40.00	\$ 28,400.00	710	\$ 28,400.00	0	\$ -	710	\$ 28,400.00	100.00%
1730	10/12 8" Pvc (Sdr 26) San	810.00	LF	\$ 43.50	\$ 35,235.00	810	\$ 35,235.00	0	\$ -	810	\$ 35,235.00	100.00%
1750	10/12 10" Pvc (Sdr 26) San	235.00	LF	\$ 47.00	\$ 11,045.00	235	\$ 11,045.00	0	\$ -	235	\$ 11,045.00	100.00%
1760	12/14 10" Pvc (Sdr 26) San	460.00	LF	\$ 52.00	\$ 23,920.00	460	\$ 23,920.00	0	\$ -	460	\$ 23,920.00	100.00%
1770	14/16 10" Pvc (Sdr 26) San	125.00	LF	\$ 61.00	\$ 7,625.00	125	\$ 7,625.00	0	\$ -	125	\$ 7,625.00	100.00%
1780	0/6 San Mh - Type A	10.00	EA	\$ 3,280.00	\$ 32,800.00	10	\$ 32,800.00	0	\$ -	10	\$ 32,800.00	100.00%
1790	0/6 San Mh - Type A W/ Liner	5.00	EA	\$ 6,910.00	\$ 34,550.00	5	\$ 34,550.00	0	\$ -	5	\$ 34,550.00	100.00%
1800	6/8 San Manhole	7.00	EA	\$ 3,790.00	\$ 26,530.00	7	\$ 26,530.00	0	\$ -	7	\$ 26,530.00	100.00%
1820	8/10 San Mh Type A	3.00	EA	\$ 4,615.00	\$ 13,845.00	3	\$ 13,845.00	0	\$ -	3	\$ 13,845.00	100.00%
1830	8/10 San Mh Type A W/ Liner	1.00	EA	\$ 12,589.75	\$ 12,589.75	1	\$ 12,589.75	0	\$ -	1	\$ 12,589.75	100.00%
1840	10/12 San Mh Type A	4.00	EA	\$ 5,280.00	\$ 21,120.00	4	\$ 21,120.00	0	\$ -	4	\$ 21,120.00	100.00%
1850	10/12 San Mh Type A W/ Liner	1.00	EA	\$ 13,662.00	\$ 13,662.00	1	\$ 13,662.00	0	\$ -	1	\$ 13,662.00	100.00%
1870	12/14 San Mh Type A	3.00	EA	\$ 6,315.00	\$ 18,945.00	3	\$ 18,945.00	0	\$ -	3	\$ 18,945.00	100.00%
1880	12/14 San Mh Type A W/ Liner	1.00	EA	\$ 14,845.50	\$ 14,845.50	1	\$ 14,845.50	0	\$ -	1	\$ 14,845.50	100.00%
1900	14/16 San Mh Type A	1.00	EA	\$ 7,690.00	\$ 7,690.00	1	\$ 7,690.00	0	\$ -	1	\$ 7,690.00	100.00%
1910	14/16 Sewer Mh Type A W/ Liner (Drop Mh Type B)	1.00	EA	\$ 16,889.65	\$ 16,889.65	1	\$ 16,889.65	0	\$ -	1	\$ 16,889.65	100.00%
1920	Single Service San	135.00	EA	\$ 1,155.00	\$ 155,925.00	135	\$ 155,925.00	0	\$ -	135	\$ 155,925.00	100.00%
1930	Testing (Video, Lamping) San	1.00	LS	\$ 20,820.00	\$ 20,820.00	0	\$ -	0	\$ -	0	\$ -	0.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1940	TOTAL GRAVITY SANITARY SEWER COLLECTION SYS. (SCJUD)				\$ 616,655.90		\$ 595,835.90		\$ -		\$ 595,835.90	
	REUSE DISTRIBUTION SYS. (SCJUD)											
1945	Connect to Existing	2.00	EA	\$ 798.85	\$ 1,597.70	1	\$ 798.85	1	\$ 798.85	2	\$ 1,597.70	100.00%
1960	4" Pvc (Dr18)	2,030.00	LF	\$ 10.40	\$ 21,112.00	1027	\$ 10,680.80	1003	\$ 10,431.20	2030	\$ 21,112.00	100.00%
1970	4" Hdpe (Sdr 11)	850.00	LF	\$ 19.30	\$ 16,405.00	0	\$ -	850	\$ 16,405.00	850	\$ 16,405.00	100.00%
1980	6" Pvc (Dr18)	1,060.00	LF	\$ 15.00	\$ 15,900.00	580	\$ 8,700.00	480	\$ 7,200.00	1060	\$ 15,900.00	100.00%
1990	6" Hdpe (Sdr 11)	65.00	LF	\$ 32.50	\$ 2,112.50	0	\$ -	65	\$ 2,112.50	65	\$ 2,112.50	100.00%
2000	8" Pvc (Dr18)	2,000.00	LF	\$ 20.70	\$ 41,400.00	390	\$ 8,073.00	1610	\$ 33,327.00	2000	\$ 41,400.00	100.00%
2010	8" Hdpe (Sdr 11)	50.00	LF	\$ 41.70	\$ 2,085.00	0	\$ -	50	\$ 2,085.00	50	\$ 2,085.00	100.00%
2020	10" Pvc (Dr18)	195.00	LF	\$ 31.60	\$ 6,162.00	0	\$ -	195	\$ 6,162.00	195	\$ 6,162.00	100.00%
2030	10" Hdpe (Sdr 11)	280.00	LF	\$ 58.00	\$ 16,240.00	280	\$ 16,240.00	0	\$ -	280	\$ 16,240.00	100.00%
2040	12" Pvc (Dr18)	2,395.00	LF	\$ 35.00	\$ 83,825.00	2395	\$ 83,825.00	0	\$ -	2395	\$ 83,825.00	100.00%
2060	4" Gate Valve	6.00	EA	\$ 850.00	\$ 5,100.00	1	\$ 850.00	5	\$ 4,250.00	6	\$ 5,100.00	100.00%
2070	6" Gate Valve	1.00	EA	\$ 990.00	\$ 990.00	0	\$ -	1	\$ 990.00	1	\$ 990.00	100.00%
2080	8" Gate Valve	4.00	EA	\$ 1,400.00	\$ 5,600.00	3	\$ 4,200.00	1	\$ 1,400.00	4	\$ 5,600.00	100.00%
2090	12" Gate Valve	3.00	EA	\$ 2,530.00	\$ 7,590.00	3	\$ 7,590.00	0	\$ -	3	\$ 7,590.00	100.00%
2120	6" Tee	1.00	EA	\$ 385.00	\$ 385.00	0	\$ -	1	\$ 385.00	1	\$ 385.00	100.00%
2140	8" x 4" Tee	2.00	EA	\$ 446.00	\$ 892.00	0	\$ -	2	\$ 892.00	2	\$ 892.00	100.00%
2170	4" 11 25 Bend	8.00	EA	\$ 252.00	\$ 2,016.00	4	\$ 1,008.00	4	\$ 1,008.00	8	\$ 2,016.00	100.00%
2190	4" 45 Bend	4.00	EA	\$ 256.00	\$ 1,024.00	0	\$ -	4	\$ 1,024.00	4	\$ 1,024.00	100.00%
2200	6" 11 25 Bend	5.00	EA	\$ 286.00	\$ 1,430.00	1	\$ 286.00	4	\$ 1,144.00	5	\$ 1,430.00	100.00%
2230	8" 11 25 Bend	20.00	EA	\$ 355.00	\$ 7,100.00	10	\$ 3,550.00	10	\$ 3,550.00	20	\$ 7,100.00	100.00%
2250	8" 45 Bend	2.00	EA	\$ 371.00	\$ 742.00	2	\$ 742.00	0	\$ -	2	\$ 742.00	100.00%
2280	12" 11 25 Bend	4.00	EA	\$ 560.00	\$ 2,240.00	0	\$ -	4	\$ 2,240.00	4	\$ 2,240.00	100.00%
2295	12" X 10" Wet Tap	1.00	EA	\$ 5,608.00	\$ 5,608.00	0	\$ -	1	\$ 5,608.00	1	\$ 5,608.00	100.00%
2300	4" Cap Tapped 2"	5.00	EA	\$ 355.00	\$ 1,775.00	0	\$ -	5	\$ 1,775.00	5	\$ 1,775.00	100.00%
2310	6" x 4" Reducer	3.00	EA	\$ 265.00	\$ 795.00	2	\$ 530.00	1	\$ 265.00	3	\$ 795.00	100.00%
2320	8" x 6" Reducer	2.00	EA	\$ 315.00	\$ 630.00	0	\$ -	2	\$ 630.00	2	\$ 630.00	100.00%
2340	10" x 8" Reducer	2.00	EA	\$ 423.00	\$ 846.00	2	\$ 846.00	0	\$ -	2	\$ 846.00	100.00%
2370	Single Reuse Service	7.00	EA	\$ 880.00	\$ 6,160.00	5	\$ 4,400.00	2	\$ 1,760.00	7	\$ 6,160.00	100.00%
2380	Double Reuse Service	66.00	EA	\$ 1,170.00	\$ 77,220.00	28	\$ 30,420.00	40	\$ 46,800.00	66	\$ 77,220.00	100.00%
2385	2" Service	2.00	EA	\$ 1,218.35	\$ 2,436.70	0	\$ -	2	\$ 2,436.70	2	\$ 2,436.70	100.00%
2390	2" Flushing Hydrant Assy.	5.00	EA	\$ 1,500.00	\$ 7,500.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2400	Misc. Reuse Fittings	1.00	LS	\$ 5,554.90	\$ 5,554.90	0.3	\$ 1,666.47	0.7	\$ 3,888.43	1	\$ 5,554.90	100.00%
2410	Locate Wire - Reuse	8,925.00	LF	\$ 1.10	\$ 9,817.50	0	\$ -	0	\$ -	0	\$ -	0.00%
2420	Testing Reuse Water	1.00	LS	\$ 11,546.48	\$ 11,546.48	0.25	\$ 2,866.62	0	\$ -	0.25	\$ 2,866.62	25.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
2430	TOTAL REUSE DISTRIBUTION SYS. (SCJUD)				\$ 371,837.78		\$ 187,292.74		\$ 158,567.68		\$ 345,860.42	
	WATER, SEWER & REUSE AS-BUILTS (SCJUD)											
2650	Water, Sewer & Reuse Asbuilts	1.00	EA	\$ 10,150.00	\$ 10,150.00	0.2	\$ 2,030.00	0.2	\$ 2,030.00	0.4	\$ 4,060.00	40.00%
2660	TOTAL WATER, SEWER & REUSE AS-BUILTS (SCJUD)				\$ 10,150.00		\$ 2,030.00		\$ 2,030.00		\$ 4,060.00	
	SODDING											
2670	Sod 2' Back Of Curb	2,740.00	SY	\$ 2.50	\$ 6,850.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2700	Sod (General Areas)	100.00	SY	\$ 2.50	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2710	TOTAL SODDING				\$ 7,100.00		\$ -		\$ -		\$ -	
	SEED & MULCH											
2720	Seed & Mulch Disturbed Areas	32,580.00	SY	\$ 0.25	\$ 8,145.00	0	\$ -	9432	\$ 2,358.00	9432	\$ 2,358.00	28.95%
2730	Seed & Mulch Lots	157,980.00	SY	\$ 0.25	\$ 39,495.00	0	\$ -	65210	\$ 16,302.50	65210	\$ 16,302.50	41.28%
2740	Seed & Mulch ROW	24,540.00	SY	\$ 0.25	\$ 6,135.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2750	TOTAL SEED & MULCH				\$ 53,775.00		\$ -		\$ 18,660.50		\$ 18,660.50	
	IRRIGATION SLEEVES, CATV CONDUIT & AS-BUILTS											
2760	2" SCH 40 Pvc materials and installation	1,000.00	LF	\$ 7.20	\$ 7,200.00	0	\$ -	1000	\$ 7,200.00	1000	\$ 7,200.00	100.00%
2770	3" SCH 40 Pvc materials and installation	1,000.00	LF	\$ 8.50	\$ 8,500.00	0	\$ -	1000	\$ 8,500.00	1000	\$ 8,500.00	100.00%
2780	4" SCH 40 Pvc materials and installation	1,000.00	LF	\$ 9.20	\$ 9,200.00	0	\$ -	1000	\$ 9,200.00	1000	\$ 9,200.00	100.00%
2790	6" SCH 40 Pvc materials and installation	1,000.00	LF	\$ 12.50	\$ 12,500.00	0	\$ -	1000	\$ 12,500.00	1000	\$ 12,500.00	100.00%
2800	8" SCH 40 Pvc materials and installation	1,000.00	LF	\$ 15.00	\$ 15,000.00	0	\$ -	1000	\$ 15,000.00	1000	\$ 15,000.00	100.00%
2830	3" SCH 40 Pvc installation only	1,000.00	LF	\$ 7.00	\$ 7,000.00	0	\$ -	1000	\$ 7,000.00	1000	\$ 7,000.00	100.00%
2840	4" SCH 40 Pvc installation only	1,000.00	LF	\$ 7.00	\$ 7,000.00	0	\$ -	1000	\$ 7,000.00	1000	\$ 7,000.00	100.00%
2850	6" SCH 40 Pvc installation only	1,000.00	LF	\$ 8.00	\$ 8,000.00	0	\$ -	1000	\$ 8,000.00	1000	\$ 8,000.00	100.00%
2860	8" SCH 40 Pvc installation only	1,000.00	LF	\$ 9.00	\$ 9,000.00	0	\$ -	1000	\$ 9,000.00	1000	\$ 9,000.00	100.00%
2870	2" SCH 40 Pvc installation only	1,000.00	LF	\$ 6.00	\$ 6,000.00	0	\$ -	1000	\$ 6,000.00	1000	\$ 6,000.00	100.00%
2880	Sleeving Asbuilts	1.00	LS	\$ 3,870.00	\$ 3,870.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	TOTAL IRRIGATION SLEEVES, CATV CONDUIT & AS-BUILTS				\$ 93,270.00		\$ -		\$ 89,400.00		\$ 89,400.00	
	TOTAL BEACON LAKE PH 3A				\$ 3,724,268.32		\$ 1,451,381.16		\$ 845,307.74		\$ 2,296,688.90	
	CHANGE ORDER #1 (Not Used)											

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
CHANGE ORDER #2												
New	Ferguson Direct Purchase Deduct	1.00	LS	\$ (482,419.22)	\$ (482,419.22)	0.514	\$ (247,963.48)	0.425	\$ (205,028.17)	0.939	\$ (452,991.65)	93.90%
New	Del Zotto Direct Purchase Deduct	1.00	LS	\$ (202,055.70)	\$ (202,055.70)	0.946	\$ (191,144.69)	0	\$ -	0.946	\$ (191,144.69)	94.60%
New	County Materials Direct Purchase Deduct	1.00	LS	\$ (45,565.81)	\$ (45,565.81)	1	\$ (45,565.81)	0	\$ -	1	\$ (45,565.81)	100.00%
New	Xylem Direct Purchase Deduct	1.00	LS	\$ (60,875.36)	\$ (60,875.36)	0	\$ -	0.977	\$ (59,475.23)	0.977	\$ (59,475.23)	97.70%
	TOTAL CHANGE ORDER #2				\$ (790,916.09)		\$ (484,673.98)		\$ (264,503.40)		\$ (749,177.38)	
CHANGE ORDER #3												
740	12" HP N12 Pipe	400.00	LF	\$ 38.25	\$ 15,300.00	400	\$ 15,300.00	0	\$ -	400	\$ 15,300.00	100.00%
780	15" RCP	502.00	LF	\$ 45.55	\$ 22,866.10	502	\$ 22,866.10	0	\$ -	502	\$ 22,866.10	100.00%
790	18" RCP	-502.00	LF	\$ 48.80	\$ (24,497.60)	-502	\$ (24,497.60)	0	\$ -	-502	\$ (24,497.60)	100.00%
800	24" RCP	-346.00	LF	\$ 61.00	\$ (21,106.00)	-346	\$ (21,106.00)	0	\$ -	-346	\$ (21,106.00)	100.00%
860	24" MES	-1.00	EA	\$ 1,725.00	\$ (1,725.00)	-1	\$ (1,725.00)	0	\$ -	-1	\$ (1,725.00)	100.00%
900	Type E Inlet	-1.00	EA	\$ 3,900.50	\$ (3,900.50)	-1	\$ (3,900.50)	0	\$ -	-1	\$ (3,900.50)	100.00%
1110	Concrete Yard Drain	5.00	EA	\$ 1,735.00	\$ 8,675.00	5	\$ 8,675.00	0	\$ -	5	\$ 8,675.00	100.00%
1120	Storm Sewer Testing	1.00	LS	\$ 220.00	\$ 220.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	Subtotal Storm Drainage Collection				\$ (4,168.00)		\$ (4,388.00)		\$ -		\$ (4,388.00)	
	TOTAL CHANGE ORDER #3				\$ (4,168.00)		\$ (4,388.00)		\$ -		\$ (4,388.00)	
CHANGE ORDER #4												
480	Asphaltic Concrete Paving (0.75" 9.5 2nd Lift)	-16225.00	SY	\$ 6.90	\$ (111,952.50)	0	\$ -	-16225	\$ (111,952.50)	-16225	\$ (111,952.50)	100.00%
	Subtotal Paving Curb & Gutter				\$ (111,952.50)		\$ -		\$ (111,952.50)		\$ (111,952.50)	
1140	Type A Underdrain	-6580.00	LF	\$ 22.00	\$ (144,760.00)	0	\$ -	-6580	\$ (144,760.00)	-6580	\$ (144,760.00)	100.00%
1150	Type B Underdrain	-1000.00	LF	\$ 38.50	\$ (38,500.00)	0	\$ -	-1000	\$ (38,500.00)	-1000	\$ (38,500.00)	100.00%
1160	Underdrain Clean-Out	-20.00	EA	\$ 620.00	\$ (12,400.00)	0	\$ -	-20	\$ (12,400.00)	-20	\$ (12,400.00)	100.00%
	Subtotal Roadway Underdrain Types A & B				\$ (195,660.00)		\$ -		\$ (195,660.00)		\$ (195,660.00)	
1920	Single Service Sanitary	1.00	EA	\$ 1,155.00	\$ 1,155.00	0	\$ -	1	\$ 1,155.00	1	\$ 1,155.00	100.00%
	Subtotal Gravity Sanitary Sewer Collection Sys. (SJCUD)				\$ 1,155.00		\$ -		\$ 1,155.00		\$ 1,155.00	
2760	2" SCH 40 Pvc materials and installation	-335.00	LF	\$ 7.20	\$ (2,412.00)	0	\$ -	-335	\$ (2,412.00)	-335	\$ (2,412.00)	100.00%
2770	3" SCH 40 Pvc materials and installation	-1000.00	LF	\$ 8.50	\$ (8,500.00)	0	\$ -	-1000	\$ (8,500.00)	-1000	\$ (8,500.00)	100.00%
2780	4" SCH 40 Pvc materials and installation	-605.00	LF	\$ 9.20	\$ (5,566.00)	0	\$ -	-605	\$ (5,566.00)	-605	\$ (5,566.00)	100.00%
2790	6" SCH 40 Pvc materials and installation	-705.00	LF	\$ 12.50	\$ (8,812.50)	0	\$ -	-705	\$ (8,812.50)	-705	\$ (8,812.50)	100.00%
2800	8" SCH 40 Pvc materials and installation	-1000.00	LF	\$ 15.00	\$ (15,000.00)	0	\$ -	-1000	\$ (15,000.00)	-1000	\$ (15,000.00)	100.00%
2830	3" SCH 40 Pvc installation only	-1000.00	LF	\$ 7.00	\$ (7,000.00)	0	\$ -	-1000	\$ (7,000.00)	-1000	\$ (7,000.00)	100.00%

# SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
2840	4" SCH 40 Pvc installation only	-1000.00	LF	\$ 7.00	\$ (7,000.00)	0	\$ -	-1000	\$ (7,000.00)	-1000	\$ (7,000.00)	100.00%
2850	6" SCH 40 Pvc installation only	-1000.00	LF	\$ 8.00	\$ (8,000.00)	0	\$ -	-1000	\$ (8,000.00)	-1000	\$ (8,000.00)	100.00%
2860	8" SCH 40 Pvc installation only	-1000.00	LF	\$ 9.00	\$ (9,000.00)	0	\$ -	-1000	\$ (9,000.00)	-1000	\$ (9,000.00)	100.00%
2870	2" SCH 40 Pvc installation only	4911.00	LF	\$ 6.00	\$ 29,466.00	0	\$ -	4911	\$ 29,466.00	4911	\$ 29,466.00	100.00%
	Subtotal Irrigation Sleeves, CATV Conduit				\$ (41,824.50)		\$ -		\$ (41,824.50)		\$ (41,824.50)	
	TOTAL CHANGE ORDER #4				\$ (348,282.00)		\$ -		\$ (348,282.00)		\$ (348,282.00)	
	TOTAL CHANGE ORDERS				\$ (1,143,366.09)		\$ (489,061.98)		\$ (612,785.40)		\$ (1,101,847.38)	
	TOTAL BEACON LAKE PHASE 3A + C/O's				\$ 2,580,902.23		\$ 962,319.17		\$ 232,522.34		\$ 1,194,841.52	

**CONDITIONAL STATUTORY WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**  
(Section 713.20(4) Florida Statutes)

The undersigned Lienor, upon the progress payment in the amount of \$209,270.11 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through (date) 2/29/20 to (customer) meadowview @ Twin Creek on the job of Beacon Lake / Phase 3A to the following described property:

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 3/11/20

Lienor Name: Hughes Brothers Construction  
Address: 9480 Walker Rd  
Wildwood, FL 34785  
By: [Signature]  
Printed Name: Chad Hughes

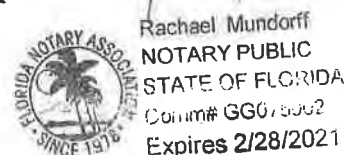
State of FL )  
County of Sumter ) SS.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2020 by Chad Hughes, as the President of HBC, Inc., on behalf of the corporation. He/She is personally known to me ( ) or produced ( ) as identification ( )

WITNESS my hand and official seal in the County and State last aforesaid this 11<sup>th</sup> day of March, A.D. 2020

[Signature]  
Notary Public

My Commission Expires: 2/28/21





### CONTRACTOR'S AFFIDAVIT

STATE OF FLORIDA     }  
COUNTY OF Sumter     } S.S.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, CHAD HUGHES, BEING DULY SWORN, DEPOSED AND SAYS THAT HE IS  
PRESIDENT OF HUGHES BROTHERS CONSTRUCTION, INC., WHO IS THE CONTRACTOR FURNISHING  
GENERAL CONTRACTING WORK ON THE PREMISES AT: **BEACON LAKE - PHASE 3A**

That the total amount of the contract including extras is **\$2,580,902.23** on which he has received payment of **\$866,087.26** prior to this payment. That all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contract or subcontracts for specific portions of said work or for material entering into the construction thereof and the amounts due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to the plans and specifications.

SUBCONTRACTORS NAME AND ADDRESS	DESCRIPTION OF WORK	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Hughes Brothers Construction, Inc. 948 Walker Road, Wildwood, FL 34785	Site Excavation & Utilities	3,227,041.32	1,320,761.24	423,773.31	1,482,506.57
Ferguson Waterworks 9692 Florida Mining Blvd, Jacksonville, FL 32257	Utility Supplies	(482,419.22)	(247,963.47)	(205,028.17)	(29,427.58)
Del Zotto Products of Florida, Inc. 4575 West Hwy 40, Ocala, FL 34482	Precast Structures	(202,055.70)	(191,144.70)		(10,911.00)
County Materials Corporation PO Box 435, Astatula, FL 34705	Precast Concrete Pipe	(45,565.81)	(45,565.81)		-
Gradeworks, LLC 851 NW 24th CT, Suite 101, Ocala, FL 34475	Survey & As-Builts	65,917.00	30,000.00	10,000.00	25,917.00
Central Florida Liftstations PO Box 740179, Orange City, FL 32774	Lift Station Installation	78,860.00	-	40,000.00	38,860.00
Xylem Water Solutions USA Inc. / Flygt Products 2412 Birds Eye Court, Orange Park, FL 32003	Lift Station Materials	(60,875.36)	-	(59,475.23)	(1,400.13)
SUBTOTALS		2,580,902.23	866,087.26	209,270.11	1,505,544.86
HUGHES BROTHERS CONSTRUCTION & Misc Vendors		2,580,902.23	866,087.26	209,270.11	1,505,544.86
TOTALS		2,580,902.23	866,087.26	209,270.11	1,505,544.86

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done or in connection with said work other than above stated.

DATE: 2/25/20

SIGNATURE

SUBSCRIBED AND SWORN TO ME THIS 25TH DAY OF FEBRUARY, 2020.

Notary Public

EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT



Rachael Mundorff  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG075002  
Expires 2/28/2021

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **214**

B. Name and address of Payee: **Overnight to:  
Hughes Brothers Construction, Inc.  
948 Walker Road  
Wildwood, FL 34785  
FedEx Account: 189249470**

C. Amount Payable: **203,798.50**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #15 - Beacon Lake Phase 2**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

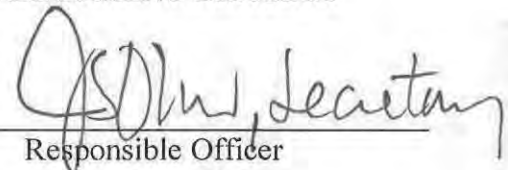
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: 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

PROJECT: BEACON LAKE PHASE 2

APPLICATION NO.: 15  
APPLICATION DATE: 2/25/2020

PAY PERIOD: 2/1/20 - 2/29/20

CONTRACT DATE: 1/28/2019

DISTRIBUTION TO:  
X OWNER  
X ENGINEER  
CONTRACTOR

FROM CONTRACTOR:  
Hughes Brothers Construction, Inc.  
948 Walker Rd.  
Wildwood, Florida 34785  
352-399-6829

VIA ENGINEER:  
England-Thims & Miller, Inc.  
14775 Old St. Augustine Road  
Jacksonville, FL 32258  
904-642-8990

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.  
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM	\$ 10,005,624.42
2. Net change by Change Orders (6 Total to Date)	\$ 857,653.78
3. Contract Sum To Date (line 1+2)	\$ 10,863,278.20
4. TOTAL COMPLETED AND STORED TO DATE (Column G on individual sheets)	\$ 10,862,467.37

5. RETAINAGE:	
a. 10% of completed work	\$ 1,086,246.74
b. Retainage released to date	\$ 395,007.00
c. Net retainage held to date	\$ 671,239.74
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 9,991,227.63
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 9,787,429.13
8. CURRENT PAYMENT DUE	\$ 203,798.50

9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$ 872,050.57
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CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	2,835,910.86	(1,776,257.08)
Total approved this month		
TOTALS	2,835,910.86	(1,776,257.08)
NET CHANGES by Change Order		857,653.78

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.

By: Rachael Mundorff Date: 2/25/20  
Project Manager

State of: FLORIDA  
County of: SUMMITER  
Subscribed and sworn to before me this 25 day of February, 2020

Rachael Mundorff  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG075002  
Expires 2/28/2021

Notary Public: Rachael Mundorff  
My Commission expires: 2/28/21

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED: \$203,798.50 Date: 3/13/20  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on this Continuation Sheet that are changed to conform to the amount certified.)

Engineer: Rachael Mundorff Date: 3/13/20

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
10	Mobilization	1.00	LS	\$	\$ 59,000.00	0.95	\$ 56,050.00	0.025	\$ 1,475.00	0.975	\$ 57,525.00	97.50%
20	General Conditions	1.00	LS	\$	\$ -	1	\$ -	0	\$ -	1	\$ -	100.00%
30	Project Management & Project Supervision	1.00	LS	\$	\$ 254,000.00	0.95	\$ 241,300.00	0.025	\$ 6,350.00	0.975	\$ 247,650.00	97.50%
40	Demolition	1.00	LS	\$	\$ 5,568.00	1	\$ 5,568.00	0	\$ -	1	\$ 5,568.00	100.00%
50	Clean up & Maintenance	1.00	LS	\$	\$ -	1	\$ -	0	\$ -	1	\$ -	100.00%
60	Surveying and Stakeout	1.00	LS	\$	\$ 100,995.00	0.95	\$ 95,945.25	0.025	\$ 2,524.88	0.975	\$ 98,470.13	97.50%
70	TOTAL MOBILIZATION				\$ 419,563.00		\$ 398,863.25		\$ 10,349.88		\$ 409,213.13	
80	Maintenance Of Traffic	1.00	LS	\$	\$ 6,728.00	0.9	\$ 6,055.20	0.05	\$ 336.40	0.95	\$ 6,391.60	95.00%
90	Construction Entrance & Maintenance	1.00	LS	\$	\$ 3,300.00	0.9	\$ 2,970.00	0.05	\$ 165.00	0.95	\$ 3,135.00	95.00%
100	TOTAL MAINTENANCE OF TRAFFIC				\$ 10,028.00		\$ 9,025.20		\$ 501.40		\$ 9,526.60	
110	Prevention, Control, and Abatement of Erosion & Wa	1.00	LS	\$	\$ 8,700.00	0.95	\$ 8,265.00	0.025	\$ 217.50	0.975	\$ 8,482.50	97.50%
120	Coir Bales	0.00	EA	\$	\$ -	0	\$ -	0	\$ -	0	\$ -	
130	Gravel and Wire Sediment Filter	3.00	EA	\$	\$ 1,390.00	0	\$ -	0	\$ -	0	\$ -	0.00%
140	Tree Fencing	0.00	LF	\$	\$ -	0	\$ -	0	\$ -	0	\$ -	
150	Floating Turbidity Barrier	730.00	LF	\$	\$ 11.50	0	\$ -	0	\$ -	0	\$ -	0.00%
160	Filler Barrier	25,800.00	LF	\$	\$ 1.90	25800	\$ 49,020.00	0	\$ -	25800	\$ 49,020.00	100.00%
170	TOTAL PREVENTION OF EROSION AND WATER POLLUTION				\$ 70,285.00		\$ 57,285.00		\$ 217.50		\$ 57,502.50	
180	Storm Water Pollution Prevention Plan	1.00	LS	\$	\$ 1,855.00	1	\$ 1,855.00	0	\$ -	1	\$ 1,855.00	100.00%
190	Nodes Monitoring	1.00	LS	\$	\$ 8,700.00	0.95	\$ 8,265.00	0.025	\$ 217.50	0.975	\$ 8,482.50	97.50%
200	TOTAL STORMWATER POLLUTION PREVENTION PLAN				\$ 10,555.00		\$ 10,120.00		\$ 217.50		\$ 10,337.50	
210	Payment & Performance Bond	1.00	EA	\$	\$ 127,000.00	1	\$ 127,000.00	0	\$ -	1	\$ 127,000.00	100.00%
220	TOTAL PAYMENT AND PERFORMANCE BONDS				\$ 127,000.00		\$ 127,000.00		\$ -		\$ 127,000.00	
230	Clearing & Grubbing	96.00	AC	\$	\$ 6,440.00	96	\$ 618,240.00	0	\$ -	96	\$ 618,240.00	100.00%
240	TOTAL CLEARING AND GRUBBING				\$ 618,240.00		\$ 618,240.00		\$ -		\$ 618,240.00	
280	Compaction For Fill Placed From Smfs To Lots	600,646.00	CY	\$	\$ 0.20	600646	\$ 120,129.20	0	\$ -	600646	\$ 120,129.20	100.00%
290	Site Cut, Fill, Balance & Stripped Material	100,410.00	CY	\$	\$ 1.85	100410	\$ 185,758.50	0	\$ -	100410	\$ 185,758.50	100.00%
300	Fine Grade Lots	228,234.00	SY	\$	\$ 0.45	193920	\$ 87,264.00	22500	\$ 10,125.00	216420	\$ 97,389.00	94.82%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
310	Fine Grade R/W	42,985.00	SY	\$ 0.60	\$ 25,791.00	36540	\$ 21,924.00	4250	\$ 2,550.00	40790	\$ 24,474.00	94.89%
320	Finish Grade Smfs Slopes	63,520.00	SY	\$ 0.55	\$ 34,936.00	63520	\$ 34,936.00	0	\$ -	63520	\$ 34,936.00	100.00%
330	Fine Grade Dist. Areas	26,080.00	SY	\$ 0.45	\$ 11,736.00	15570	\$ 7,006.50	5300	\$ 2,385.00	20870	\$ 9,391.50	80.02%
340	<b>TOTAL EARTHWORK</b>				<b>\$ 481,056.00</b>		<b>\$ 457,018.20</b>		<b>\$ 15,060.00</b>		<b>\$ 472,078.20</b>	
350	Hauling of Fill from Smfs	600646.00	CY	\$ 1.50	\$ 900,969.00	600646	\$ 900,969.00	0	\$ -	600646	\$ 900,969.00	100.00%
360	Placement of Fill from Smfs	600646.00	CY	\$ 0.46	\$ 276,297.16	600646	\$ 276,297.16	0	\$ -	600646	\$ 276,297.16	100.00%
370	Dewatering	1.00	LS	\$ 313,200.00	\$ 313,200.00	1	\$ 313,200.00	0	\$ -	1	\$ 313,200.00	100.00%
380	Maintain / Repair / Existing Smf 6 Phase 1	1.00	LS	\$ 40,600.00	\$ 40,600.00	0.95	\$ 38,570.00	0.05	\$ 2,030.00	1	\$ 40,600.00	100.00%
390	Storm Water Mgmt Fac. (Smf) Excavation Cut, Fill	600646.00	CY	\$ 1.15	\$ 690,742.90	600646	\$ 690,742.90	0	\$ -	600646	\$ 690,742.90	100.00%
400	<b>TOTAL STORMWATER MANAGEMENT FACILITIES</b>				<b>\$ 2,221,809.06</b>		<b>\$ 2,219,779.06</b>		<b>\$ 2,030.00</b>		<b>\$ 2,221,809.06</b>	
410	Neighborhood Grading Asbuilts	1.00	EA	\$ 8,700.00	\$ 8,700.00	0.45	\$ 3,915.00	0	\$ -	0.45	\$ 3,915.00	45.00%
420	<b>TOTAL NEIGHBORHOOD GRADING AS-BUILTS</b>				<b>\$ 8,700.00</b>		<b>\$ 3,915.00</b>		<b>\$ -</b>		<b>\$ 3,915.00</b>	
430	12" Stabilized Subgrade LBR 40	33,414.00	SY	\$ 9.40	\$ 314,091.60	33414	\$ 314,091.60	0	\$ -	33414	\$ 314,091.60	100.00%
440	8" Limerock Base LBR 100 - 98% Max Density Mod Pro	4,784.00	SY	\$ 16.35	\$ 87,786.40	4784	\$ 87,786.40	0	\$ -	4784	\$ 87,786.40	100.00%
450	6" Limerock Base LBR 100 - 98% Max Density Mod Pro	25,280.00	SY	\$ 12.60	\$ 318,528.00	25280	\$ 318,528.00	0	\$ -	25280	\$ 318,528.00	100.00%
460	Asphaltic Concrete Paving (1" 12.5 Super Pave 1st Lift)	25,280.00	SY	\$ 6.55	\$ 165,584.00	25280	\$ 165,584.00	0	\$ -	25280	\$ 165,584.00	100.00%
470	Asphaltic Concrete Paving (1-1/2" 12.5 Super Pave 1st Lift)	4,784.00	SY	\$ 9.05	\$ 43,295.20	4784	\$ 43,295.20	0	\$ -	4784	\$ 43,295.20	100.00%
480	Asphaltic Concrete Paving Section - Multi-Path (1-4")	2,300.00	SY	\$ 6.55	\$ 15,065.00	0	\$ -	2300	\$ 15,065.00	2300	\$ 15,065.00	100.00%
490	4" Crushed Conc Base LBR 120 100 Max Density Mod P	2,990.00	SY	\$ 13.96	\$ 41,740.40	2990	\$ 41,740.40	0	\$ -	2990	\$ 41,740.40	100.00%
500	Miami Curb And Gutter	19,735.00	LF	\$ 14.79	\$ 291,880.65	19735	\$ 291,880.65	0	\$ -	19735	\$ 291,880.65	100.00%
510	Standard Curb And Gutter	3,540.00	LF	\$ 15.95	\$ 56,463.00	3540	\$ 56,463.00	0	\$ -	3540	\$ 56,463.00	100.00%
520	Type "C" Curb And Gutter	380.00	LF	\$ 15.95	\$ 6,061.00	380	\$ 6,061.00	0	\$ -	380	\$ 6,061.00	100.00%
530	Header Curb And Gutter	0.00	LF	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	
540	FDOT R/A Curb and Gutter	0.00	LF	\$ +	\$ +	0	\$ -	0	\$ -	0	\$ -	
550	<b>TOTAL PAVING, CURB AND GUTTER</b>				<b>\$ 1,340,495.25</b>		<b>\$ 1,325,430.25</b>		<b>\$ 15,065.00</b>		<b>\$ 1,340,495.25</b>	
560	Common Area Sidewalk	2,590.00	SY	\$ 39.15	\$ 101,398.50	0	\$ -	2195	\$ 85,934.25	2195	\$ 85,934.25	84.75%
570	ADA Curb Ramps with Detectable Warnings	24.00	EA	\$ 1,220.00	\$ 29,280.00	0	\$ -	1	\$ 1,220.00	1	\$ 1,220.00	4.17%
580	<b>TOTAL COMMON AREA SIDEWALKS</b>				<b>\$ 130,678.50</b>		<b>\$ -</b>		<b>\$ 87,154.25</b>		<b>\$ 87,154.25</b>	
590	Keep Right Sign R4-7	2.00	EA	\$ 280.00	\$ 560.00	2	\$ 560.00	0	\$ -	2	\$ 560.00	100.00%
600	Pedestrian Crossing Ahead Sign W11-2 & W16-9P	8.00	EA	\$ 300.00	\$ 2,400.00	8	\$ 2,400.00	0	\$ -	8	\$ 2,400.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
610	Roundabout Warning Sign 22-6 W16-17P	2.00	EA	\$ 300.00	\$ 600.00	2	\$ 600.00	0	\$ -	2	\$ 600.00	100.00%
620	Stop / Street Name Combo Sign	11.00	EA	\$ 600.00	\$ 6,600.00	11	\$ 6,600.00	0	\$ -	11	\$ 6,600.00	100.00%
630	Speed Limit Sign R2-1	3.00	EA	\$ 220.00	\$ 660.00	3	\$ 660.00	0	\$ -	3	\$ 660.00	100.00%
640	Temporary 18" x 18" End of Road Markers	17.00	EA	\$ 190.00	\$ 3,230.00	17	\$ 3,230.00	0	\$ -	17	\$ 3,230.00	100.00%
650	Street Name Sign	11.00	EA	\$ 220.00	\$ 2,420.00	11	\$ 2,420.00	0	\$ -	11	\$ 2,420.00	100.00%
660	Reuse Warning Signs (locations to be determined)	7.00	EA	\$ 300.00	\$ 2,100.00	7	\$ 2,100.00	0	\$ -	7	\$ 2,100.00	100.00%
670	24" White Stop Bar	11.00	EA	\$ 675.00	\$ 7,425.00	11	\$ 7,425.00	0	\$ -	11	\$ 7,425.00	100.00%
680	12" White Crosswalk Stripings (per intersection)	8.00	EA	\$ 490.00	\$ 3,920.00	8	\$ 3,920.00	0	\$ -	8	\$ 3,920.00	100.00%
690	White Striping	1.00	EA	\$ 3,710.00	\$ 3,710.00	1	\$ 3,710.00	0	\$ -	1	\$ 3,710.00	100.00%
700	Double Yellow Striping	1.00	EA	\$ 1,740.00	\$ 1,740.00	1	\$ 1,740.00	0	\$ -	1	\$ 1,740.00	100.00%
710	Bi Directional Yellow with Roms	20,000.00	LF	\$ 0.65	\$ 13,000.00	20000	\$ 13,000.00	0	\$ -	20000	\$ 13,000.00	100.00%
720	Special Emphasis Pedestrian Crosswalk (per interse	1.00	EA	\$ 675.00	\$ 675.00	1	\$ 675.00	0	\$ -	1	\$ 675.00	100.00%
730	TOTAL SIGNAGE AND MARKINGS				\$ 49,040.00		\$ 49,040.00		\$ -		\$ 49,040.00	
740	12" Ads Pipe	20.00	LF	\$ 37.30	\$ 746.00	20	\$ 746.00	0	\$ -	20	\$ 746.00	100.00%
750	15" Ads Pipe	20.00	LF	\$ 40.35	\$ 807.00	20	\$ 807.00	0	\$ -	20	\$ 807.00	100.00%
760	12" HP Pipe	80.00	LF	\$ 38.00	\$ 3,040.00	80	\$ 3,040.00	0	\$ -	80	\$ 3,040.00	100.00%
770	15" HP Pipe	140.00	LF	\$ 41.50	\$ 5,810.00	140	\$ 5,810.00	0	\$ -	140	\$ 5,810.00	100.00%
780	15" RCP	432.00	LF	\$ 43.00	\$ 18,576.00	432	\$ 18,576.00	0	\$ -	432	\$ 18,576.00	100.00%
790	18" RCP	1,944.00	LF	\$ 48.80	\$ 94,867.20	1944	\$ 94,867.20	0	\$ -	1944	\$ 94,867.20	100.00%
800	24" RCP	626.00	LF	\$ 61.00	\$ 38,186.00	626	\$ 38,186.00	0	\$ -	626	\$ 38,186.00	100.00%
810	30" RCP	1,762.00	LF	\$ 76.00	\$ 133,912.00	1762	\$ 133,912.00	0	\$ -	1762	\$ 133,912.00	100.00%
820	36" RCP	2,396.00	LF	\$ 97.00	\$ 232,412.00	2396	\$ 232,412.00	0	\$ -	2396	\$ 232,412.00	100.00%
830	42" RCP	1,006.00	LF	\$ 117.00	\$ 117,702.00	1006	\$ 117,702.00	0	\$ -	1006	\$ 117,702.00	100.00%
840	48" RCP	126.00	LF	\$ 145.00	\$ 18,270.00	126	\$ 18,270.00	0	\$ -	126	\$ 18,270.00	100.00%
850	18" Mes	5.00	EA	\$ 1,500.00	\$ 7,500.00	5	\$ 7,500.00	0	\$ -	5	\$ 7,500.00	100.00%
860	24" Mes	1.00	EA	\$ 1,725.00	\$ 1,725.00	1	\$ 1,725.00	0	\$ -	1	\$ 1,725.00	100.00%
870	30" Mes	5.00	EA	\$ 2,160.00	\$ 10,800.00	5	\$ 10,800.00	0	\$ -	5	\$ 10,800.00	100.00%
880	36" Mes	8.00	EA	\$ 2,495.00	\$ 19,960.00	8	\$ 19,960.00	0	\$ -	8	\$ 19,960.00	100.00%
890	48" Mes	1.00	EA	\$ 3,605.00	\$ 3,605.00	1	\$ 3,605.00	0	\$ -	1	\$ 3,605.00	100.00%
900	Type C Inlet	5.00	EA	\$ 3,070.00	\$ 15,350.00	5	\$ 15,350.00	0	\$ -	5	\$ 15,350.00	100.00%
910	Type J-1 Mh	2.00	EA	\$ 3,625.00	\$ 7,250.00	2	\$ 7,250.00	0	\$ -	2	\$ 7,250.00	100.00%
920	Type J-1A Mh	2.00	EA	\$ 3,625.00	\$ 7,250.00	2	\$ 7,250.00	0	\$ -	2	\$ 7,250.00	100.00%
930	Type J-1B Mh	2.00	EA	\$ 3,625.00	\$ 7,250.00	2	\$ 7,250.00	0	\$ -	2	\$ 7,250.00	100.00%
940	Type J-1C Mh	2.00	EA	\$ 3,625.00	\$ 7,250.00	2	\$ 7,250.00	0	\$ -	2	\$ 7,250.00	100.00%
950	Type J-1D Mh	2.00	EA	\$ 3,625.00	\$ 7,250.00	2	\$ 7,250.00	0	\$ -	2	\$ 7,250.00	100.00%
960	Type J-1E Mh	2.00	EA	\$ 3,625.00	\$ 7,250.00	2	\$ 7,250.00	0	\$ -	2	\$ 7,250.00	100.00%
970	Type J-1F Mh	2.00	EA	\$ 3,625.00	\$ 7,250.00	2	\$ 7,250.00	0	\$ -	2	\$ 7,250.00	100.00%
980	Type J-1 Mh	2.00	EA	\$ 3,625.00	\$ 7,250.00	2	\$ 7,250.00	0	\$ -	2	\$ 7,250.00	100.00%



SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
990	Single Curb Inlet 4' ID - Type A	26.00	EA	\$ 3,700.00	\$ 96,200.00	26	\$ 96,200.00	0	\$ -	26	\$ 96,200.00	100.00%
1000	Single Curb Inlet 5' ID - Type A	7.00	EA	\$ 5,070.00	\$ 35,490.00	7	\$ 35,490.00	0	\$ -	7	\$ 35,490.00	100.00%
1010	Double Curb Inlet 4' ID - Type B	4.00	EA	\$ 5,735.00	\$ 22,940.00	4	\$ 22,940.00	0	\$ -	4	\$ 22,940.00	100.00%
1020	Double Curb Inlet 5' ID - Type B	5.00	EA	\$ 6,130.00	\$ 30,650.00	5	\$ 30,650.00	0	\$ -	5	\$ 30,650.00	100.00%
1030	Triple Curb Inlet 5' ID	1.00	EA	\$ 12,095.00	\$ 12,095.00	1	\$ 12,095.00	0	\$ -	1	\$ 12,095.00	100.00%
1040	Modified C Inlet	5.00	EA	\$ 3,085.00	\$ 15,425.00	5	\$ 15,425.00	0	\$ -	5	\$ 15,425.00	100.00%
1050	Overflow Spillway CS-4	1.00	EA	\$ 3,305.00	\$ 3,305.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1060	Control Structure CS-17 Mod J-2 Inlet	1.00	EA	\$ 5,955.00	\$ 5,955.00	1	\$ 5,955.00	0	\$ -	1	\$ 5,955.00	100.00%
1070	Control Structure CS-18 Mod J-2 Inlet	1.00	EA	\$ 5,955.00	\$ 5,955.00	1	\$ 5,955.00	0	\$ -	1	\$ 5,955.00	100.00%
1080	Control Structure CS-19 Mod J-2 Inlet	1.00	EA	\$ 5,955.00	\$ 5,955.00	1	\$ 5,955.00	0	\$ -	1	\$ 5,955.00	100.00%
1090	Overflow Spillway CS-19A	1.00	EA	\$ 3,665.00	\$ 3,665.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1100	Control Structure CS-20 Mod J-2 Inlet	1.00	EA	\$ 5,960.00	\$ 5,960.00	1	\$ 5,960.00	0	\$ -	1	\$ 5,960.00	100.00%
1110	Overflow Spillway CS-20A	1.00	EA	\$ 3,305.00	\$ 3,305.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1120	Storm Sewer Testing (V/dec)	1.00	LS	\$ 34,721.00	\$ 34,721.00	0.75	\$ 26,040.75	0.25	\$ 8,680.25	1	\$ 34,721.00	100.00%
1130	TOTAL STORM DRAINAGE COLLECTION				\$ 1,062,889.20		\$ 1,043,933.95		\$ 8,680.25		\$ 1,052,614.20	
1140	Type A Underdrain	7000.00	LF	\$ 22.00	\$ 154,000.00	7000	\$ 154,000.00	0	\$ -	7000	\$ 154,000.00	100.00%
1150	Type B Underdrain	1000.00	LF	\$ 38.50	\$ 38,500.00	1000	\$ 38,500.00	0	\$ -	1000	\$ 38,500.00	100.00%
1160	Underdrain Clean-Out	20.00	EA	\$ 620.00	\$ 12,400.00	20	\$ 12,400.00	0	\$ -	20	\$ 12,400.00	100.00%
1170	TOTAL ROADWAY UNDERDRAIN TYPES A & B				\$ 204,900.00		\$ 204,900.00		\$ -		\$ 204,900.00	
1180	Paving & Drainage Asbuilts	1.00	EA	\$ 8,700.00	\$ 8,700.00	0.55	\$ 4,785.00	0	\$ -	0.55	\$ 4,785.00	55.00%
1190	TOTAL PAVING & DRAINAGE AS-BUILTS				\$ 8,700.00		\$ 4,785.00		\$ -		\$ 4,785.00	
1200	2" Hdpe Cis (Sdr 9)	1292.00	LF	\$ 9.78	\$ 12,635.76	1292	\$ 12,635.76	0	\$ -	1292	\$ 12,635.76	100.00%
1210	4" Pvc (Dr18)	880.00	LF	\$ 11.00	\$ 9,680.00	880	\$ 9,680.00	0	\$ -	880	\$ 9,680.00	100.00%
1220	4" Hdpe (Sdr 11)	45.00	LF	\$ 19.40	\$ 873.00	45	\$ 873.00	0	\$ -	45	\$ 873.00	100.00%
1230	6" Pvc (Dr18)	1120.00	LF	\$ 15.15	\$ 16,968.00	1120	\$ 16,968.00	0	\$ -	1120	\$ 16,968.00	100.00%
1240	6" Hdpe (Sdr 11)	45.00	LF	\$ 28.00	\$ 1,260.00	45	\$ 1,260.00	0	\$ -	45	\$ 1,260.00	100.00%
1250	8" Pvc (Dr18)	5254.00	LF	\$ 20.50	\$ 107,707.00	5254	\$ 107,707.00	0	\$ -	5254	\$ 107,707.00	100.00%
1260	8" Hdpe (Sdr 11)	180.00	LF	\$ 40.80	\$ 7,344.00	180	\$ 7,344.00	0	\$ -	180	\$ 7,344.00	100.00%
1270	10" Pvc (Dr18)	2660.00	LF	\$ 28.75	\$ 76,475.00	2660	\$ 76,475.00	0	\$ -	2660	\$ 76,475.00	100.00%
1280	10" Hdpe (Sdr 11)	135.00	LF	\$ 57.65	\$ 7,782.75	135	\$ 7,782.75	0	\$ -	135	\$ 7,782.75	100.00%
1290	12" Pvc (Dr18)	960.00	LF	\$ 33.45	\$ 32,112.00	960	\$ 32,112.00	0	\$ -	960	\$ 32,112.00	100.00%
1300	12" Hdpe (Sdr 11)	45.00	LF	\$ 73.15	\$ 3,291.75	45	\$ 3,291.75	0	\$ -	45	\$ 3,291.75	100.00%
1310	16" Hdpe (Sdr 11)	45.00	LF	\$ 91.00	\$ 4,095.00	45	\$ 4,095.00	0	\$ -	45	\$ 4,095.00	100.00%
1320	4" Gate Valve	1.00	EA	\$ 850.00	\$ 850.00	1	\$ 850.00	0	\$ -	1	\$ 850.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1330	6" Gate Valve	2.00	EA	\$ 990.00	\$ 1,980.00	2	\$ 1,980.00	0	\$ -	2	\$ 1,980.00	100.00%
1340	8" Gate Valve	13.00	EA	\$ 1,405.00	\$ 18,265.00	13	\$ 18,265.00	0	\$ -	13	\$ 18,265.00	100.00%
1350	10" Gate Valve	5.00	EA	\$ 2,070.00	\$ 10,350.00	5	\$ 10,350.00	0	\$ -	5	\$ 10,350.00	100.00%
1360	12" Gate Valve	1.00	EA	\$ 2,485.00	\$ 2,485.00	1	\$ 2,485.00	0	\$ -	1	\$ 2,485.00	100.00%
1365	10" X 8" Cross	1.00	EA	\$ 530.00	\$ 530.00	1	\$ 530.00	0	\$ -	1	\$ 530.00	100.00%
1370	12" Cross	1.00	EA	\$ 1,175.00	\$ 1,175.00	1	\$ 1,175.00	0	\$ -	1	\$ 1,175.00	100.00%
1380	8" Tee	3.00	EA	\$ 520.00	\$ 1,560.00	3	\$ 1,560.00	0	\$ -	3	\$ 1,560.00	100.00%
1390	4" 11.25 Bend	7.00	EA	\$ 250.00	\$ 1,750.00	7	\$ 1,750.00	0	\$ -	7	\$ 1,750.00	100.00%
1400	4" 22.5 Bend	5.00	EA	\$ 255.00	\$ 1,275.00	5	\$ 1,275.00	0	\$ -	5	\$ 1,275.00	100.00%
1410	4" 45 Bend	6.00	EA	\$ 255.00	\$ 1,530.00	6	\$ 1,530.00	0	\$ -	6	\$ 1,530.00	100.00%
1420	6" 11.25 Bend	2.00	EA	\$ 285.00	\$ 570.00	2	\$ 570.00	0	\$ -	2	\$ 570.00	100.00%
1430	8" 11.25 Bend	42.00	EA	\$ 355.00	\$ 14,910.00	42	\$ 14,910.00	0	\$ -	42	\$ 14,910.00	100.00%
1440	8" 22.5 Bend	3.00	EA	\$ 365.00	\$ 1,095.00	3	\$ 1,095.00	0	\$ -	3	\$ 1,095.00	100.00%
1450	8" 45 Bend	16.00	EA	\$ 365.00	\$ 5,840.00	16	\$ 5,840.00	0	\$ -	16	\$ 5,840.00	100.00%
1460	10" 11.25 Bend	10.00	EA	\$ 515.00	\$ 5,150.00	10	\$ 5,150.00	0	\$ -	10	\$ 5,150.00	100.00%
1470	10" 22.5 Bend	6.00	EA	\$ 515.00	\$ 3,090.00	6	\$ 3,090.00	0	\$ -	6	\$ 3,090.00	100.00%
1480	10" 45 Bend	11.00	EA	\$ 515.00	\$ 5,665.00	11	\$ 5,665.00	0	\$ -	11	\$ 5,665.00	100.00%
1490	12" 11.25 Bend	3.00	EA	\$ 560.00	\$ 1,680.00	3	\$ 1,680.00	0	\$ -	3	\$ 1,680.00	100.00%
1500	12" 45 Bend	4.00	EA	\$ 600.00	\$ 2,400.00	4	\$ 2,400.00	0	\$ -	4	\$ 2,400.00	100.00%
1510	4" Cap Tapped 2"	6.00	EA	\$ 325.00	\$ 1,950.00	6	\$ 1,950.00	0	\$ -	6	\$ 1,950.00	100.00%
1520	6" x 4" Reducer	4.00	EA	\$ 265.00	\$ 1,060.00	4	\$ 1,060.00	0	\$ -	4	\$ 1,060.00	100.00%
1530	8" x 6" Reducer	4.00	EA	\$ 315.00	\$ 1,260.00	4	\$ 1,260.00	0	\$ -	4	\$ 1,260.00	100.00%
1540	8" x 4" Reducer	2.00	EA	\$ 310.00	\$ 620.00	2	\$ 620.00	0	\$ -	2	\$ 620.00	100.00%
1550	10" x 8" Reducer	2.00	EA	\$ 425.00	\$ 850.00	2	\$ 850.00	0	\$ -	2	\$ 850.00	100.00%
1560	12" x 10" Reducer	2.00	EA	\$ 515.00	\$ 1,030.00	2	\$ 1,030.00	0	\$ -	2	\$ 1,030.00	100.00%
1570	12" x 6" Reducer	2.00	EA	\$ 425.00	\$ 850.00	2	\$ 850.00	0	\$ -	2	\$ 850.00	100.00%
1580	8" Plug	2.00	EA	\$ 275.00	\$ 550.00	2	\$ 550.00	0	\$ -	2	\$ 550.00	100.00%
1590	Fire Hydrant Assembly	16.00	EA	\$ 4,240.00	\$ 67,840.00	16	\$ 67,840.00	0	\$ -	16	\$ 67,840.00	100.00%
1600	Single Water Service	149.00	EA	\$ 880.00	\$ 131,120.00	149	\$ 131,120.00	0	\$ -	149	\$ 131,120.00	100.00%
1610	Double Water Service	59.00	EA	\$ 1,180.00	\$ 69,620.00	59	\$ 69,620.00	0	\$ -	59	\$ 69,620.00	100.00%
1620	Lift Station Water Service	1.00	EA	\$ 1,780.00	\$ 1,780.00	1	\$ 1,780.00	0	\$ -	1	\$ 1,780.00	100.00%
1640	2" Flushing Hydrant Assy.	9.00	EA	\$ 1,770.00	\$ 15,930.00	9	\$ 15,930.00	0	\$ -	9	\$ 15,930.00	100.00%
1650	Bacteriological Sample Point	17.00	EA	\$ 545.00	\$ 9,265.00	7	\$ 3,815.00	1	\$ 545.00	8	\$ 4,360.00	47.06%
1660	Misc Fittings Potable Water	1.00	LS	\$ 26,955.00	\$ 26,955.00	1	\$ 26,955.00	0	\$ -	1	\$ 26,955.00	100.00%
1670	Testing Potable Water	1.00	LS	\$ 32,510.00	\$ 32,510.00	1	\$ 32,510.00	0	\$ -	1	\$ 32,510.00	100.00%
1680	Locate Wire Potable Water	12616.00	LF	\$ 0.75	\$ 9,462.00	12616	\$ 9,462.00	0	\$ -	12616	\$ 9,462.00	100.00%
1690	TOTAL WATER TRANSMISSION & DISTRIBUTION SYSTEM				\$ 735,026.26		\$ 729,576.26		\$ 545.00		\$ 730,121.26	
1700	0/6 8" Pvc (Sdr 26) San	904.00	LF	\$ 35.70	\$ 32,272.80	904	\$ 32,272.80	0	\$ -	904	\$ 32,272.80	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
1710	6/8 8" Pvc (Sdr 26) San	2500.00	LF	\$ 37.50	\$ 93,750.00	2500	\$ 93,750.00	0	\$ -	2500	\$ 93,750.00	100.00%
1720	8/10 8" Pvc (Sdr 26) San	1455.00	LF	\$ 40.00	\$ 58,200.00	1455	\$ 58,200.00	0	\$ -	1455	\$ 58,200.00	100.00%
1730	10/12 8" Pvc (Sdr 26) San	1256.00	LF	\$ 43.50	\$ 54,636.00	1256	\$ 54,636.00	0	\$ -	1256	\$ 54,636.00	100.00%
1740	12/14 8" Pvc (Sdr 26) San	334.00	LF	\$ 48.50	\$ 16,199.00	334	\$ 16,199.00	0	\$ -	334	\$ 16,199.00	100.00%
1750	10/12 10" Pvc (Sdr 26) San	1349.00	LF	\$ 47.00	\$ 63,403.00	1349	\$ 63,403.00	0	\$ -	1349	\$ 63,403.00	100.00%
1760	12/14 10" Pvc (Sdr 26) San	1536.00	LF	\$ 52.00	\$ 79,872.00	1536	\$ 79,872.00	0	\$ -	1536	\$ 79,872.00	100.00%
1770	14/16 10" Pvc (Sdr 26) San	290.00	LF	\$ 61.00	\$ 17,690.00	290	\$ 17,690.00	0	\$ -	290	\$ 17,690.00	100.00%
1780	0/6 San Mh - Type A	7.00	EA	\$ 3,280.00	\$ 22,960.00	7	\$ 22,960.00	0	\$ -	7	\$ 22,960.00	100.00%
1790	0/6 San Mh - Type A W/ Liner	3.00	EA	\$ 6,395.00	\$ 19,185.00	3	\$ 19,185.00	0	\$ -	3	\$ 19,185.00	100.00%
1800	6/8 San Manhole	11.00	EA	\$ 3,790.00	\$ 41,690.00	11	\$ 41,690.00	0	\$ -	11	\$ 41,690.00	100.00%
1810	6/8 San Mh Type A W/ Liner	1.00	EA	\$ 7,095.00	\$ 7,095.00	1	\$ 7,095.00	0	\$ -	1	\$ 7,095.00	100.00%
1820	8/10 San Mh Type A	6.00	EA	\$ 4,615.00	\$ 27,690.00	6	\$ 27,690.00	0	\$ -	6	\$ 27,690.00	100.00%
1830	8/10 San Mh Type A W/ Liner	2.00	EA	\$ 8,075.00	\$ 16,150.00	2	\$ 16,150.00	0	\$ -	2	\$ 16,150.00	100.00%
1840	10/12 San Mh Type A	16.00	EA	\$ 5,280.00	\$ 84,480.00	16	\$ 84,480.00	0	\$ -	16	\$ 84,480.00	100.00%
1850	10/12 San Mh Type A W/ Liner	1.00	EA	\$ 9,130.00	\$ 9,130.00	1	\$ 9,130.00	0	\$ -	1	\$ 9,130.00	100.00%
1860	10/12 San Mh Type A W/ Liner (Drop Mh Type A)	1.00	EA	\$ 9,745.00	\$ 9,745.00	1	\$ 9,745.00	0	\$ -	1	\$ 9,745.00	100.00%
1870	12/14 San Mh Type A	5.00	EA	\$ 6,315.00	\$ 31,575.00	5	\$ 31,575.00	0	\$ -	5	\$ 31,575.00	100.00%
1880	12/14 San Mh Type A W/ Liner	1.00	EA	\$ 10,760.00	\$ 10,760.00	1	\$ 10,760.00	0	\$ -	1	\$ 10,760.00	100.00%
1890	12/14 San Mh Type A W/ Liner (Drop Mh Type A)	1.00	EA	\$ 12,680.00	\$ 12,680.00	1	\$ 12,680.00	0	\$ -	1	\$ 12,680.00	100.00%
1900	14/16 San Mh Type A	2.00	EA	\$ 7,690.00	\$ 15,380.00	2	\$ 15,380.00	0	\$ -	2	\$ 15,380.00	100.00%
1910	12/14 Sewer Mh Type A W/ Liner (Drop Mh Type B)	1.00	EA	\$ 13,565.00	\$ 13,565.00	1	\$ 13,565.00	0	\$ -	1	\$ 13,565.00	100.00%
1920	Single Service San	268.00	EA	\$ 1,155.00	\$ 309,540.00	268	\$ 309,540.00	0	\$ -	268	\$ 309,540.00	100.00%
1930	Testing (Video, Lamping) San	9624.00	LF	\$ 4.35	\$ 41,864.40	9624	\$ 41,864.40	0	\$ -	9624	\$ 41,864.40	100.00%
1940	TOTAL GRAVITY SANITARY SEWER COLLECTION SYSTEM				\$ 1,089,512.20		\$ 1,089,512.20		\$ -		\$ 1,089,512.20	
1950	2" Hdpe Cts (Sdr 9)	1366.00	LF	\$ 9.75	\$ 13,318.50	1366	\$ 13,318.50	0	\$ -	1366	\$ 13,318.50	100.00%
1960	4" Pvc (Dr18)	2378.00	LF	\$ 10.40	\$ 24,731.20	2378	\$ 24,731.20	0	\$ -	2378	\$ 24,731.20	100.00%
1970	4" Hdpe (Sdr 11)	45.00	LF	\$ 19.30	\$ 868.50	45	\$ 868.50	0	\$ -	45	\$ 868.50	100.00%
1980	6" Pvc (Dr18)	3976.00	LF	\$ 15.00	\$ 59,640.00	3976	\$ 59,640.00	0	\$ -	3976	\$ 59,640.00	100.00%
1990	6" Hdpe (Sdr 11)	180.00	LF	\$ 28.00	\$ 5,040.00	180	\$ 5,040.00	0	\$ -	180	\$ 5,040.00	100.00%
2000	8" Pvc (Dr18)	2340.00	LF	\$ 20.70	\$ 48,438.00	2340	\$ 48,438.00	0	\$ -	2340	\$ 48,438.00	100.00%
2010	8" Hdpe (Sdr 11)	140.00	LF	\$ 41.70	\$ 5,838.00	140	\$ 5,838.00	0	\$ -	140	\$ 5,838.00	100.00%
2020	10" Pvc (Dr18)	840.00	LF	\$ 27.00	\$ 22,680.00	840	\$ 22,680.00	0	\$ -	840	\$ 22,680.00	100.00%
2030	10" Hdpe (Sdr 11)	90.00	LF	\$ 56.00	\$ 5,220.00	90	\$ 5,220.00	0	\$ -	90	\$ 5,220.00	100.00%
2040	12" Pvc (Dr18)	920.00	LF	\$ 35.00	\$ 32,200.00	920	\$ 32,200.00	0	\$ -	920	\$ 32,200.00	100.00%
2050	12" Hdpe (Sdr 11)	82.00	LF	\$ 73.00	\$ 5,986.00	82	\$ 5,986.00	0	\$ -	82	\$ 5,986.00	100.00%
2060	4" Gate Valve	7.00	EA	\$ 850.00	\$ 5,950.00	7	\$ 5,950.00	0	\$ -	7	\$ 5,950.00	100.00%
2070	6" Gate Valve	8.00	EA	\$ 900.00	\$ 7,920.00	8	\$ 7,920.00	0	\$ -	8	\$ 7,920.00	100.00%
2080	8" Gate Valve	6.00	EA	\$ 1,400.00	\$ 8,400.00	6	\$ 8,400.00	0	\$ -	6	\$ 8,400.00	100.00%



## SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
2090	10" Gate Valve	1.00	EA	\$ 2,070.00	\$ 2,070.00	1	\$ 2,070.00	0	\$ -	1	\$ 2,070.00	100.00%
2100	12" Gate Valve	1.00	EA	\$ 2,530.00	\$ 2,530.00	1	\$ 2,530.00	0	\$ -	1	\$ 2,530.00	100.00%
2110	12" Cross	1.00	EA	\$ 1,175.00	\$ 1,175.00	1	\$ 1,175.00	0	\$ -	1	\$ 1,175.00	100.00%
2120	6" Tee	1.00	EA	\$ 385.00	\$ 385.00	1	\$ 385.00	0	\$ -	1	\$ 385.00	100.00%
2130	8" Tee	1.00	EA	\$ 515.00	\$ 515.00	1	\$ 515.00	0	\$ -	1	\$ 515.00	100.00%
2140	8" x 4" Tee	1.00	EA	\$ 440.00	\$ 440.00	1	\$ 440.00	0	\$ -	1	\$ 440.00	100.00%
2150	10" x 8" Tee	1.00	EA	\$ 670.00	\$ 670.00	1	\$ 670.00	0	\$ -	1	\$ 670.00	100.00%
2160	10" x 6" Tee	1.00	EA	\$ 615.00	\$ 615.00	1	\$ 615.00	0	\$ -	1	\$ 615.00	100.00%
2170	4" 11.25 Bend	19.00	EA	\$ 252.00	\$ 4,788.00	19	\$ 4,788.00	0	\$ -	19	\$ 4,788.00	100.00%
2180	4" 22.5 Bend	3.00	EA	\$ 210.00	\$ 630.00	3	\$ 630.00	0	\$ -	3	\$ 630.00	100.00%
2190	4" 45 Bend	7.00	EA	\$ 255.00	\$ 1,785.00	7	\$ 1,785.00	0	\$ -	7	\$ 1,785.00	100.00%
2200	6" 11.25 Bend	20.00	EA	\$ 285.00	\$ 5,700.00	20	\$ 5,700.00	0	\$ -	20	\$ 5,700.00	100.00%
2210	6" 22.5 Bend	1.00	EA	\$ 280.00	\$ 280.00	1	\$ 280.00	0	\$ -	1	\$ 280.00	100.00%
2220	6" 45 Bend	23.00	EA	\$ 290.00	\$ 6,670.00	23	\$ 6,670.00	0	\$ -	23	\$ 6,670.00	100.00%
2230	8" 11.25 Bend	9.00	EA	\$ 355.00	\$ 3,195.00	9	\$ 3,195.00	0	\$ -	9	\$ 3,195.00	100.00%
2240	8" 22.5 Bend	4.00	EA	\$ 365.00	\$ 1,460.00	4	\$ 1,460.00	0	\$ -	4	\$ 1,460.00	100.00%
2250	8" 45 Bend	8.00	EA	\$ 365.00	\$ 2,920.00	8	\$ 2,920.00	0	\$ -	8	\$ 2,920.00	100.00%
2260	10" 11.25 Bend	4.00	EA	\$ 410.00	\$ 1,640.00	4	\$ 1,640.00	0	\$ -	4	\$ 1,640.00	100.00%
2270	10" 45 Bend	10.00	EA	\$ 515.00	\$ 5,150.00	10	\$ 5,150.00	0	\$ -	10	\$ 5,150.00	100.00%
2280	12" 11.25 Bend	4.00	EA	\$ 560.00	\$ 2,240.00	4	\$ 2,240.00	0	\$ -	4	\$ 2,240.00	100.00%
2290	12" 45 Bend	1.00	EA	\$ 595.00	\$ 595.00	1	\$ 595.00	0	\$ -	1	\$ 595.00	100.00%
2300	4" Cap Tapped 2"	6.00	EA	\$ 295.00	\$ 1,770.00	6	\$ 1,770.00	0	\$ -	6	\$ 1,770.00	100.00%
2310	6" x 4" Reducer	3.00	EA	\$ 265.00	\$ 795.00	3	\$ 795.00	0	\$ -	3	\$ 795.00	100.00%
2320	8" x 6" Reducer	1.00	EA	\$ 315.00	\$ 315.00	1	\$ 315.00	0	\$ -	1	\$ 315.00	100.00%
2330	8" x 4" Reducer	1.00	EA	\$ 305.00	\$ 305.00	1	\$ 305.00	0	\$ -	1	\$ 305.00	100.00%
2340	10" x 8" Reducer	1.00	EA	\$ 420.00	\$ 420.00	1	\$ 420.00	0	\$ -	1	\$ 420.00	100.00%
2350	12" x 10" Reducer	1.00	EA	\$ 515.00	\$ 515.00	1	\$ 515.00	0	\$ -	1	\$ 515.00	100.00%
2360	12" x 6" Reducer	1.00	EA	\$ 420.00	\$ 420.00	1	\$ 420.00	0	\$ -	1	\$ 420.00	100.00%
2370	Single Reuse Service	159.00	EA	\$ 880.00	\$ 139,920.00	159	\$ 139,920.00	0	\$ -	159	\$ 139,920.00	100.00%
2380	Double Reuse Service	60.00	EA	\$ 1,170.00	\$ 70,200.00	60	\$ 70,200.00	0	\$ -	60	\$ 70,200.00	100.00%
2390	2" Flushing Hydrant Assy	9.00	EA	\$ 1,500.00	\$ 13,500.00	9	\$ 13,500.00	0	\$ -	9	\$ 13,500.00	100.00%
2400	Misc. Reuse Fittings	1.00	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00	0	\$ -	1	\$ 5,000.00	100.00%
2410	Locate Wire - Reuse	12270.00	LF	\$ 1.00	\$ 12,270.00	12270	\$ 12,270.00	0	\$ -	12270	\$ 12,270.00	100.00%
2420	Testing Reuse Water	1.00	LS	\$ 15,815.00	\$ 15,815.00	1	\$ 15,815.00	0	\$ -	1	\$ 15,815.00	100.00%
2430	TOTAL REUSE DISTRIBUTION SYSTEM				\$ 552,928.20		\$ 552,928.20		\$ -		\$ 552,928.20	
2440	Lift Station S.JCUD Standard	1.00	LS	\$ 332,180.00	\$ 332,180.00	0.75	\$ 249,135.00	0.15	\$ 49,827.00	0.9	\$ 298,962.00	90.00%
2450	TOTAL LIFT STATION				\$ 332,180.00		\$ 249,135.00		\$ 49,827.00		\$ 298,962.00	

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
2460	4" Pvc (Dr18)	3885.00	LF	\$ 10.00	\$ 38,850.00	3885	\$ 38,850.00	0	\$ -	3885	\$ 38,850.00	100.00%
2470	4" Hdpe (Sdr 11)	135.00	LF	\$ 25.00	\$ 3,375.00	135	\$ 3,375.00	0	\$ -	135	\$ 3,375.00	100.00%
2480	6" Pvc (Dr18)	20.00	LF	\$ 12.90	\$ 258.00	20	\$ 258.00	0	\$ -	20	\$ 258.00	100.00%
2490	6" Hdpe (Sdr 11)	100.00	LF	\$ 27.28	\$ 2,728.00	100	\$ 2,728.00	0	\$ -	100	\$ 2,728.00	100.00%
2500	8" Pvc (Dr18)	895.00	LF	\$ 20.00	\$ 17,900.00	895	\$ 17,900.00	0	\$ -	895	\$ 17,900.00	100.00%
2510	4" Gate Valve	6.00	EA	\$ 850.00	\$ 5,100.00	6	\$ 5,100.00	0	\$ -	6	\$ 5,100.00	100.00%
2520	8" Gate Valve	1.00	EA	\$ 1,400.00	\$ 1,400.00	1	\$ 1,400.00	0	\$ -	1	\$ 1,400.00	100.00%
2530	8" x 4" Tee	1.00	EA	\$ 725.00	\$ 725.00	1	\$ 725.00	0	\$ -	1	\$ 725.00	100.00%
2540	4" 11.25 Bend	15.00	EA	\$ 375.00	\$ 5,625.00	15	\$ 5,625.00	0	\$ -	15	\$ 5,625.00	100.00%
2550	4" 22.5 Bend	22.00	EA	\$ 360.00	\$ 8,360.00	22	\$ 8,360.00	0	\$ -	22	\$ 8,360.00	100.00%
2560	4" 45 Bend	26.00	EA	\$ 385.00	\$ 10,010.00	26	\$ 10,010.00	0	\$ -	26	\$ 10,010.00	100.00%
2570	4" 90 Bend	1.00	EA	\$ 382.00	\$ 382.00	1	\$ 382.00	0	\$ -	1	\$ 382.00	100.00%
2580	8" 11.25 Bend	4.00	EA	\$ 620.00	\$ 2,480.00	4	\$ 2,480.00	0	\$ -	4	\$ 2,480.00	100.00%
2590	8" Plug	1.00	EA	\$ 475.00	\$ 475.00	1	\$ 475.00	0	\$ -	1	\$ 475.00	100.00%
2600	Air Release Valve	1.00	LS	\$ 23,670.00	\$ 23,670.00	1	\$ 23,670.00	0	\$ -	1	\$ 23,670.00	100.00%
2610	Misc Fittings Force Main	1.00	LS	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	0	\$ -	1	\$ 4,000.00	100.00%
2620	Testing Force Main	1.00	LS	\$ 6,465.00	\$ 6,465.00	1	\$ 6,465.00	0	\$ -	1	\$ 6,465.00	100.00%
2630	Locate Wire Force Main	5035.00	LF	\$ 1.10	\$ 5,538.50	5035	\$ 5,538.50	0	\$ -	5035	\$ 5,538.50	100.00%
2640	TOTAL FORCE MAIN				\$ 137,341.50		\$ 137,341.50		\$ -		\$ 137,341.50	
2650	Water, Sewer & Reuse Asbults	1.00	EA	\$ 8,700.00	\$ 8,700.00	0.75	\$ 6,525.00	0.2	\$ 1,740.00	0.95	\$ 8,265.00	95.00%
2660	TOTAL WATER, SEWER & REUSE AS-BUILTS				\$ 8,700.00		\$ 6,525.00		\$ 1,740.00		\$ 8,265.00	
2670	Sod 2' Back Of Curb	7883.00	SY	\$ 2.50	\$ 19,707.50	0	\$ -	0	\$ -	0	\$ -	0.00%
2680	Sod Smfs Slopes / Top / Backslope	41000.00	SY	\$ 2.50	\$ 102,500.00	41000	\$ 102,500.00	0	\$ -	41000	\$ 102,500.00	100.00%
2690	Sod Slopes steeper than 4:1	34696.00	SY	\$ 2.50	\$ 86,740.00	34696	\$ 86,740.00	0	\$ -	34696	\$ 86,740.00	100.00%
2700	Sod (General Areas)	1850.00	SY	\$ 2.50	\$ 4,625.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2710	TOTAL SODDING				\$ 213,572.50		\$ 189,240.00		\$ -		\$ 189,240.00	
2720	Seed & Mulch Disturbed Areas	26080.00	SY	\$ 0.25	\$ 6,520.00	7470	\$ 1,867.50	0	\$ -	7470	\$ 1,867.50	28.64%
2730	Seed & Mulch Lots	228234.00	SY	\$ 0.25	\$ 57,058.50	76200	\$ 19,050.00	140220	\$ 35,055.00	216420	\$ 54,105.00	94.82%
2740	Seed & Mulch ROW	42985.00	SY	\$ 0.25	\$ 10,746.25	12650	\$ 3,162.50	0	\$ -	12650	\$ 3,162.50	29.43%
2750	TOTAL SEEDING AND MULCHING				\$ 74,324.75		\$ 24,080.00		\$ 35,055.00		\$ 59,135.00	
2760	2" SCH 40 Pvc materials and installation	1000.00	LF	\$ 7.20	\$ 7,200.00	1000	\$ 7,200.00	0	\$ -	1000	\$ 7,200.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
2770	3" SCH 40 Pvc materials and installation	1000.00	LF	\$ 8.50	\$ 8,500.00	1000	\$ 8,500.00	0	\$ -	1000	\$ 8,500.00	100.00%
2780	4" SCH 40 Pvc materials and installation	1000.00	LF	\$ 9.20	\$ 9,200.00	1000	\$ 9,200.00	0	\$ -	1000	\$ 9,200.00	100.00%
2790	6" SCH 40 Pvc materials and installation	1000.00	LF	\$ 12.50	\$ 12,500.00	1000	\$ 12,500.00	0	\$ -	1000	\$ 12,500.00	100.00%
2800	8" SCH 40 Pvc materials and installation	1000.00	LF	\$ 15.00	\$ 15,000.00	1000	\$ 15,000.00	0	\$ -	1000	\$ 15,000.00	100.00%
2830	3" SCH 40 Pvc installation only	1000.00	LF	\$ 7.00	\$ 7,000.00	1000	\$ 7,000.00	0	\$ -	1000	\$ 7,000.00	100.00%
2840	4" SCH 40 Pvc installation only	1000.00	LF	\$ 7.00	\$ 7,000.00	1000	\$ 7,000.00	0	\$ -	1000	\$ 7,000.00	100.00%
2850	6" SCH 40 Pvc installation only	1000.00	LF	\$ 8.00	\$ 8,000.00	1000	\$ 8,000.00	0	\$ -	1000	\$ 8,000.00	100.00%
2860	8" SCH 40 Pvc installation only	1000.00	LF	\$ 9.00	\$ 9,000.00	1000	\$ 9,000.00	0	\$ -	1000	\$ 9,000.00	100.00%
2870	2" SCH 40 Pvc installation only	1000.00	LF	\$ 6.00	\$ 6,000.00	1000	\$ 6,000.00	0	\$ -	1000	\$ 6,000.00	100.00%
2880	Sleeving Asbuilts	1.00	LS	\$ 8,700.00	\$ 8,700.00	0.4	\$ 3,480.00	0	\$ -	0.4	\$ 3,480.00	40.00%
2890	TOTAL IRRIGATION SLEEVES, CATV CONDUIT & AS-BUILTS				\$ 98,100.00		\$ 92,880.00		\$ -		\$ 92,880.00	
	TOTAL BEACON LAKE PHASE 2				\$ 10,005,624.42		\$ 9,600,553.07		\$ 226,442.78		\$ 9,826,995.85	
	CHANGE ORDER #1											
New	Ferguson Direct Purchase Deduct	1.00	LS	\$ (833,262.03)	\$ (833,262.03)	0.936	\$ (779,933.26)	0	\$ -	0.936	\$ (779,933.26)	93.60%
New	Del Zotto Direct Purchase Deduct	1.00	LS	\$ (341,376.80)	\$ (341,376.80)	0.973	\$ (332,159.63)	0	\$ -	0.973	\$ (332,159.63)	97.30%
New	County Materials Direct Purchase Deduct	1.00	LS	\$ (318,899.91)	\$ (318,899.91)	0.968	\$ (308,695.11)	0	\$ -	0.968	\$ (308,695.11)	96.80%
New	Xylem Direct Purchase Deduct	1.00	LS	\$ (82,295.84)	\$ (82,295.84)	1	\$ (82,295.84)	0	\$ -	1	\$ (82,295.84)	100.00%
	TOTAL CHANGE ORDER #1				\$ (1,575,834.58)		\$ (1,503,083.84)		\$ -		\$ (1,503,083.84)	
	CHANGE ORDER #2											
New	Clearing & Grubbing (Phase 2B)	14.00	AC	\$ 6,440.00	\$ 90,160.00	14	\$ 90,160.00	0	\$ -	14	\$ 90,160.00	100.00%
New	Clearing & Grubbing (Pond 6)	20.00	AC	\$ 6,440.00	\$ 128,800.00	20	\$ 128,800.00	0	\$ -	20	\$ 128,800.00	100.00%
New	Clearing & Grubbing (Phase 3A)	60.00	AC	\$ 6,440.00	\$ 386,400.00	60	\$ 386,400.00	0	\$ -	60	\$ 386,400.00	100.00%
	Subtotal Clearing & Grubbing				\$ 605,360.00		\$ 605,360.00		\$ -		\$ 605,360.00	
1900	14/16 San MH Type "A"	-1.00	EA	\$ 7,690.00	\$ (7,690.00)	-1	\$ (7,690.00)	0	\$ -	-1	\$ (7,690.00)	100.00%
New	14/16 San MH Type "A" w/ Liner	1.00	EA	\$ 11,800.00	\$ 11,800.00	1	\$ 11,800.00	0	\$ -	1	\$ 11,800.00	100.00%
	Subtotal Gravity Sanitary Sewer Collection System (SJCUD)				\$ 4,110.00		\$ 4,110.00		\$ -		\$ 4,110.00	
	TOTAL CHANGE ORDER #2				\$ 609,470.00		\$ 609,470.00		\$ -		\$ 609,470.00	
	CHANGE ORDER #3											
New	SMF 6 Excavation	536693.00	CY	\$ 1.35	\$ 724,535.55	536693	\$ 724,535.55	0	\$ -	536693	\$ 724,535.55	100.00%
New	Hauling & Placement of Fill from SMF to Phase 3A	396515.00	CY	\$ 1.40	\$ 555,121.00	396515	\$ 555,121.00	0	\$ -	396515	\$ 555,121.00	100.00%
New	Hauling & Placement of Fill from SMF to Phase 2B	140178.00	CY	\$ 1.40	\$ 196,249.20	140178	\$ 196,249.20	0	\$ -	140178	\$ 196,249.20	100.00%
New	Fine Grade SMF Slopes	59280.00	SY	\$ 0.55	\$ 32,604.00	59280	\$ 32,604.00	0	\$ -	59280	\$ 32,604.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	<b>Subtotal Stormwater Management Facilities</b>				<b>\$ 1,508,509.75</b>		<b>\$ 1,508,509.75</b>		<b>\$</b>		<b>\$ 1,508,509.75</b>	
New	Sod SMF Slopes/Top/Backslope	29468.00	SY	\$ 2.50	\$ 73,670.00	29468	\$ 73,670.00	0	\$	29468	\$ 73,670.00	100.00%
	<b>Subtotal Sodding</b>				<b>\$ 73,670.00</b>		<b>\$ 73,670.00</b>		<b>\$</b>		<b>\$ 73,670.00</b>	
	<b>TOTAL CHANGE ORDER #3</b>				<b>\$ 1,582,179.75</b>		<b>\$ 1,582,179.75</b>		<b>\$</b>		<b>\$ 1,582,179.75</b>	
	<b>CHANGE ORDER #4</b>											
New	Dewatering for Phase 2B & 3A	1.00	LS	\$ 186,746.96	\$ 186,746.96	1	\$ 186,746.96	0	\$	1	\$ 186,746.96	100.00%
New	SMF 6 Excavation for Future Parkway Filling	31312.00	CY	\$ 1.35	\$ 42,271.20	0	\$	0	\$	0	\$	0.00%
New	Hauling & Placement of Fill from SMF to Future Parkway	31312.00	CY	\$ 1.40	\$ 43,836.80	0	\$	0	\$	0	\$	0.00%
New	SMF 6 Excavation for Ph. 2 Onsite Landscape Berms	1785.00	CY	\$ 1.35	\$ 2,409.75	1785	\$ 2,409.75	0	\$	1785	\$ 2,409.75	100.00%
New	Hauling & Placement of Fill from SMF to Ph. 2 Onsite Berms	1785.00	CY	\$ 1.40	\$ 2,499.00	1785	\$ 2,499.00	0	\$	1785	\$ 2,499.00	100.00%
New	SMF 6 Excavation for Ph. 2 Parkway Landscape Berms	2382.00	CY	\$ 1.35	\$ 3,215.70	2382	\$ 3,215.70	0	\$	2382	\$ 3,215.70	100.00%
New	Hauling & Placement of Fill from SMF to Ph. 2 Parkway Berms	2382.00	CY	\$ 1.40	\$ 3,334.80	2382	\$ 3,334.80	0	\$	2382	\$ 3,334.80	100.00%
New	SMF 6 Excavation for Ph. 3A Onsite Landscape Berms	190.00	CY	\$ 1.35	\$ 256.50	190	\$ 256.50	0	\$	190	\$ 256.50	100.00%
New	Hauling & Placement of Fill from SMF to Ph. 3A Onsite Berms	190.00	CY	\$ 1.40	\$ 266.00	190	\$ 266.00	0	\$	190	\$ 266.00	100.00%
New	SMF 6 Excavation for Ph. 3A Parkway Landscape Berms	4322.00	CY	\$ 1.35	\$ 5,834.70	4322	\$ 5,834.70	0	\$	4322	\$ 5,834.70	100.00%
New	Hauling & Placement of Fill from SMF to Ph. 3A Parkway Berms	4322.00	CY	\$ 1.40	\$ 6,050.80	4322	\$ 6,050.80	0	\$	4322	\$ 6,050.80	100.00%
	<b>Subtotal Stormwater Management Facilities</b>				<b>\$ 296,722.21</b>		<b>\$ 210,614.21</b>		<b>\$</b>		<b>\$ 210,614.21</b>	
1710	6/8 8" PVC (SDR 26) San	60.00	LF	\$ 30.75	\$ 1,845.00	60	\$ 1,845.00	0	\$	60	\$ 1,845.00	100.00%
	<b>Subtotal Gravity Sanitary Sewer Collection System</b>				<b>\$ 1,845.00</b>		<b>\$ 1,845.00</b>		<b>\$</b>		<b>\$ 1,845.00</b>	
	<b>TOTAL CHANGE ORDER #4</b>				<b>\$ 298,567.21</b>		<b>\$ 212,459.21</b>		<b>\$</b>		<b>\$ 212,459.21</b>	
	<b>CHANGE ORDER #5</b>											
740	12" ADS Pipe	339.00	LF	\$ 37.30	\$ 12,644.70	339	\$ 12,644.70	0	\$	339	\$ 12,644.70	100.00%
760	12" HP Pipe	40.00	LF	\$ 38.00	\$ 1,520.00	40	\$ 1,520.00	0	\$	40	\$ 1,520.00	100.00%
860	24" MES	1.00	EA	\$ 1,725.00	\$ 1,725.00	1	\$ 1,725.00	0	\$	1	\$ 1,725.00	100.00%
New	10" ADS Pipe	1624.00	LF	\$ 31.15	\$ 50,587.60	1624	\$ 50,587.60	0	\$	1624	\$ 50,587.60	100.00%
New	24" HP Pipe	372.00	LF	\$ 52.80	\$ 19,641.60	372	\$ 19,641.60	0	\$	372	\$ 19,641.60	100.00%
New	Concrete Yard Drain	23.00	EA	\$ 1,785.00	\$ 41,055.00	23	\$ 41,055.00	0	\$	23	\$ 41,055.00	100.00%
New	Type C Inlet	2.00	EA	\$ 3,085.00	\$ 6,170.00	2	\$ 6,170.00	0	\$	2	\$ 6,170.00	100.00%
	<b>Subtotal Storm Drainage Collection</b>				<b>\$ 133,343.90</b>		<b>\$ 133,343.90</b>		<b>\$</b>		<b>\$ 133,343.90</b>	
New	Cut In 10" Gate Valve	1.00	EA	\$ 2,435.00	\$ 2,435.00	1	\$ 2,435.00	0	\$	1	\$ 2,435.00	100.00%
	<b>Subtotal Water Transmission &amp; Distribution System</b>				<b>\$ 2,435.00</b>		<b>\$ 2,435.00</b>		<b>\$</b>		<b>\$ 2,435.00</b>	
New	Cut In 4" Gate Valve	1.00	EA	\$ 1,090.00	\$ 1,090.00	1	\$ 1,090.00	0	\$	1	\$ 1,090.00	100.00%

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	Subtotal Force Main				\$ 1,090.00		\$ 1,090.00		\$ -		\$ 1,090.00	
New	Sod Swales	3530.00	SY	\$ 2.50	\$ 8,825.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	Subtotal Sodding				\$ 8,825.00		\$ -		\$ -		\$ -	
	TOTAL CHANGE ORDER #5				\$ 145,693.90		\$ 136,868.90		\$ -		\$ 136,868.90	
	CHANGE ORDER #6											
1140	Type A Underdrain	-6160.00	LF	\$ 22.00	\$ (135,520.00)	-6160	\$ (135,520.00)	0	\$ -	-6160	\$ (135,520.00)	100.00%
1150	Type B Underdrain	-1000.00	LF	\$ 38.50	\$ (38,500.00)	-1000	\$ (38,500.00)	0	\$ -	-1000	\$ (38,500.00)	100.00%
1160	Underdrain Clean-Out	-20.00	EA	\$ 620.00	\$ (12,400.00)	-20	\$ (12,400.00)	0	\$ -	-20	\$ (12,400.00)	100.00%
	Subtotal Roadway Underdrain Types A & B				\$ (186,420.00)		\$ (186,420.00)		\$ -		\$ (186,420.00)	
2760	2" SCH 40 PVC materials and installation	-335.00	LF	\$ 7.20	\$ (2,412.00)	-335	\$ (2,412.00)	0	\$ -	-335	\$ (2,412.00)	100.00%
2770	3" SCH 40 PVC materials and installation	-1000.00	LF	\$ 8.50	\$ (8,500.00)	-1000	\$ (8,500.00)	0	\$ -	-1000	\$ (8,500.00)	100.00%
2780	4" SCH 40 PVC materials and installation	-780.00	LF	\$ 9.20	\$ (7,176.00)	-780	\$ (7,176.00)	0	\$ -	-780	\$ (7,176.00)	100.00%
2790	6" SCH 40 PVC materials and installation	-525.00	LF	\$ 12.50	\$ (6,562.50)	-525	\$ (6,562.50)	0	\$ -	-525	\$ (6,562.50)	100.00%
2800	8" SCH 40 PVC materials and installation	-1000.00	LF	\$ 15.00	\$ (15,000.00)	-1000	\$ (15,000.00)	0	\$ -	-1000	\$ (15,000.00)	100.00%
2830	3" SCH 40 PVC installation only	-1000.00	LF	\$ 7.00	\$ (7,000.00)	-1000	\$ (7,000.00)	0	\$ -	-1000	\$ (7,000.00)	100.00%
2840	4" SCH 40 PVC installation only	-1000.00	LF	\$ 7.00	\$ (7,000.00)	-1000	\$ (7,000.00)	0	\$ -	-1000	\$ (7,000.00)	100.00%
2850	6" SCH 40 PVC installation only	-790.00	LF	\$ 8.00	\$ (6,320.00)	-790	\$ (6,320.00)	0	\$ -	-790	\$ (6,320.00)	100.00%
2860	8" SCH 40 PVC installation only	-1000.00	LF	\$ 9.00	\$ (9,000.00)	-1000	\$ (9,000.00)	0	\$ -	-1000	\$ (9,000.00)	100.00%
2870	2" SCH 40 PVC installation only	8828.00	LF	\$ 6.00	\$ 52,968.00	8828	\$ 52,968.00	0	\$ -	8828	\$ 52,968.00	100.00%
	Subtotal Irrigation Sleeves, CATV Conduit				\$ (16,002.50)		\$ (16,002.50)		\$ -		\$ (16,002.50)	
	TOTAL CHANGE ORDER #6				\$ (202,422.50)		\$ (202,422.50)		\$ -		\$ (202,422.50)	
	TOTAL CHANGE ORDERS				\$ 857,653.78		\$ 835,471.52		\$ -		\$ 835,471.52	
	TOTAL BEACON LAKE PHASE 2 + C/O's				\$ 10,863,278.20		\$ 10,436,024.59		\$ 226,442.78		\$ 10,662,467.37	



STATE OF FLORIDA     }  
COUNTY OF Sumter     } S.S.

THE UNDERSIGNED, CHAD HUGHES, BEING DULY SWORN, DEPOSED AND SAYS THAT HE IS  
PRESIDENT OF HUGHES BROTHERS CONSTRUCTION, INC., WHO IS THE CONTRACTOR FURNISHING  
GENERAL CONTRACTING WORK ON THE PREMISES AT: **BEACON LAKE - PHASE TWO**

[illegible]

Rachael Mundorff  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG075002  
Expires 2/28/2023

**CONDITIONAL STATUTORY WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**  
(Section 713.20(4) Florida Statutes)

The undersigned Lienor, upon the progress payment in the amount of \$ 203,798.50, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through (date) 2/29/20 to (customer) meadowview@TwinCreeks on the job of Beacon Lake / Phase 2 to the following described property:

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 2/25/20

Lienor Name: Hughes Brothers Construction  
Address: 948 Walker Rd  
Wildwood, FL 34785  
By: [Signature]  
Printed Name: Chad Hughes

State of FL  
County of Sumter SS.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2020 by Chad Hughes, as the President of HBCP Inc., on behalf of the corporation. He/She is personally known to me ☐ or produced ☐ as identification ☐

WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of Feb A.D. 2020

[Signature]  
Notary Public

My Commission Expires: 2/28/21



Rachael Mundorff  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG075002  
Expires 2/28/2021



# NPDES Inspection Report

## Summary

Site Name: Beacon Lake Phase 2 Customer: Hughes Brothers Construction  
Permit Number: FLR20CT28 Inspection Type: Routine Inspection  
Permit Description: CR 210 Inspector: Justin Kees - NPDES #43768  
Inspection Date: 01/29/2020 12:22PM jkees@flsilt.com  
Inspection Notes: This is a weekly/routine inspection. 0" of rain in gauge recorded at time of inspection.

## Previous Inspection - Responsive Actions Due

All items from previous inspection passed or have been corrected.

## Inspection Details

#	Question	Status	Comments	Responsive Action	Date	Initials
1	Are the Streets and Valley Gutters Clean?	Pass	Streets and valley gutters remain clean at this time.			
2	Concrete wash out area clearly marked	Pass	CWO is marked and remains in good order.			
3	Construction Entrance / Exit	Pass	Construction entrance and exits remain clean with no offsite tracking issues seen at time of inspection.			
4	Good Housekeeping	Pass	Good housekeeping rules are being followed at this time. Site continues to be in good order.			
5	Have the inspection logs been updated with corrective actions?	Pass	All inspection logs up to date with all corrective actions.			
6	Inlets (back lot)	Pass	Inlets are being protected and clean.			
7	Inlets (streets)	Pass	Inlets and valley gutters remain protected.			
8	Is the NOI or Acceptance letter and directions to the SWP3 location properly posted	Pass	NOI and all required documents are signed and posted in the SWPPP book.			
9	Is the Site Map Updated and current?	Pass	Site map is current and up to dated posted in the doc box at the construction entrance.			
10	Is there De-Watering Taking Place	Pass	Dewatering is being done at this time. No issues seen.			
11	Is there Turbid Water leaving the site?	Pass	No water nor turbid water is leaving the site.			
12	Liquid storage tanks	Pass	No issues to report regarding liquid storage tanks on site.			
13	Material storage and handling areas	Pass	All materials and and equipment stored on site are good at this time.			
14	Miscellaneous	N/A	N/A			
15	Miscellaneous 2	N/A	N/A			





# NPDES Inspection Report

16	Portable Toilets at least 10-12 feet BOC and away from any storm drain?	Pass	All portable toilets are properly located away from storm drains and roadways.			
17	Preserve Areas	Pass	Preserve areas are being protected.			
18	Silt Fence around perimeter Install <Disturbed Areas	Pass	Silt fence is installed around the perimeter of the site.			
19	Silt Fence around Perimeter Repair <Disturbed areas>	Pass	Some minor repairs are needed around the site where silt fence is down or sagging. Majority of site is being stabilized.			
20	Vehicle / Equipment maintenance areas	Pass	All vehicles and equipment are good. No leaks seen.			
21	Are there any Wash outs into lakes, preserves, or off-site?	Pass	No washouts seen on site at time of inspection.			
22	Outfall Structure Inspected	Pass	Outfall structurally intact.			

## Signatures

Inspector:

Justin Kees

Date: 01/29/2020

Qualification: NPDES #43768

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Responsible  
Authority:



Date:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."



# NPDES Inspection Report

## Summary

Site Name: Beacon Lake Phase 2 Customer: Hughes Brothers Construction  
Permit Number: FLR20CT28 Inspection Type: Routine Inspection  
Permit Description: CR 210 Inspector: Justin Kees - NPDES #43768  
Inspection Date: 02/05/2020 12:23PM jkees@flsilt.com  
Inspection Notes: This is a weekly/routine inspection. 3.8" of rain in gauge recorded at time of inspection.

## Previous Inspection - Responsive Actions Due

All items from previous inspection passed or have been corrected.

## Inspection Details

#	Question	Status	Comments	Responsive Action	Date	Initials
1	Are the Streets and Valley Gutters Clean?	Pass	Streets and valley gutters that are in place are clean and valley gutters are protected.			
2	Concrete wash out area clearly marked	Pass	Concrete washout is good at this time no issues seen during inspection.			
3	Construction Entrance / Exit	Pass	Construction entrance and exits remain clean with no offsite tracking issues seen at time of inspection.			
4	Good Housekeeping	Pass	No housekeeping issues seen during inspection. Site appears to be in good order.			
5	Have the inspection logs been updated with corrective actions?	Pass	All inspection logs up to date with all corrective actions.			
6	Inlets (back lot)	Pass	Inlets are being protected and clean.			
7	Inlets (streets)	Pass	Inlets and valley gutters remain protected.			
8	Is the NOI or Acceptance letter and directions to the SWP3 location properly posted	Pass	NOI and all required documents are signed and posted in the SWPPP book.			
9	Is the Site Map Updated and current?	Pass	Site map remains current and up to date.			
10	Is there De-Watering Taking Place	Pass	Dewatering is being done at this time. No issues seen.			
11	Is there Turbid Water leaving the site?	Pass	No water nor turbid water is leaving the site.			
12	Liquid storage tanks	Pass	Liquid storage tanks being used on site are good at this time.			
13	Material storage and handling areas	Pass	All materials and equipment stored on site are good at this time.			
14	Miscellaneous	N/A	N/A			
15	Miscellaneous 2	N/A	N/A			



# NPDES Inspection Report

16	Portable Toilets at least 10-12 feet BOC and away from any storm drain?	Pass	All portable toilets are properly located away from storm drains and roadways.			
17	Preserve Areas	Pass	Preserve areas are being protected.			
18	Silt Fence around perimeter Install <Disturbed Areas	Pass	Silt fence is installed around the perimeter of the site.			
19	Silt Fence around Perimeter Repair <Disturbed areas>	Pass	Some minor repairs are needed around the site where silt fence is down or sagging. Majority of site is being stabilized.			
20	Vehicle / Equipment maintenance areas	Pass	All vehicles and equipment are good. No leaks seen.			
21	Are there any Wash outs into lakes, preserves, or off-site?	Pass	No washouts seen on site at time of inspection.			
22	Outfall Structure Inspected	Pass	Outfall structurally intact.			

## Signatures

Inspector:

Justin Kees

Date: 02/06/2020

Qualification: NPDES #43768

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Responsible  
Authority:



Date:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."



# NPDES Inspection Report

## Summary

Site Name: Beacon Lake Phase 2 Customer: Hughes Brothers Construction  
Permit Number: FLR20CT28 Inspection Type: Routine Inspection  
Permit Description: CR 210 Inspector: Justin Kees - NPDES #43768  
Inspection Date: 02/12/2020 12:57PM jkees@flsilt.com  
Inspection Notes: This is a weekly/routine inspection. .6" of rain in gauge recorded at time of inspection.

## Previous Inspection - Responsive Actions Due

All items from previous inspection passed or have been corrected.

## Inspection Details

#	Question	Status	Comments	Responsive Action	Date	Initials
1	Are the Streets and Valley Gutters Clean?	Pass	Streets and valley gutters that are in place are clean and valley gutters are protected.			
2	Concrete wash out area clearly marked	N/A	No concrete washout seen on site at time of inspection.			
3	Construction Entrance / Exit	Pass	Entrance and exits are clean with no offsite tracking issues seen at time of inspection.			
4	Good Housekeeping	Pass	No housekeeping issues seen during inspection. Site appears to be in good order.			
5	Have the inspection logs been updated with corrective actions?	Pass	All inspection logs up to date with all corrective actions.			
6	Inlets (back lot)	Pass	Inlets are being protected and clean.			
7	Inlets (streets)	Pass	Inlets and valley gutters remain protected.			
8	Is the NOI or Acceptance letter and directions to the SWP3 location properly posted	Pass	NOI and all required documents are signed and posted in the SWPPP book.			
9	Is the Site Map Updated and current?	Pass	Site map remains current and is updated by the contractor as daily activities change.			
10	Is there De-Watering Taking Place	Pass	Dewatering is being done at this time. No issues seen.			
11	Is there Turbid Water leaving the site?	Pass	There is no water seen leaving the site at this time.			
12	Liquid storage tanks	Pass	Liquid storage tanks being used on site are good at this time.			
13	Material storage and handling areas	Pass	All materials and equipment stored on site are good at this time.			
14	Miscellaneous	N/A	N/A			
15	Miscellaneous 2	N/A	N/A			



# NPDES Inspection Report

16	Portable Toilets at least 10-12 feet BOC and away from any storm drain?	Pass	No issues seen with the placement of portable toilets located away from all roadways and storm drains as required.			
17	Preserve Areas	Pass	Preserve areas are being protected.			
18	Silt Fence around perimeter Install <Disturbed Areas	Pass	Silt fence is installed around the perimeter of the site.			
19	Silt Fence around Perimeter Repair <Disturbed areas>	Pass	Some minor repairs are needed around the site where silt fence is down or sagging. Majority of site is being stabilized.			
20	Vehicle / Equipment maintenance areas	Pass	There are currently no issues seen with vehicles and equipment on site.			
21	Are there any Wash outs into lakes, preserves, or off-site?	Pass	No washouts seen on site at time of inspection.			
22	Outfall Structure Inspected	Pass	Outfall structurally intact.			

## Signatures

Inspector: 

Justin Kees

Date: 02/12/2020

Qualification: NPDES #43768

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Responsible Authority:



Date:

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# NPDES Inspection Report

## Summary

Site Name: Beacon Lake Phase 2 Customer: Hughes Brothers Construction  
Permit Number: FLR20CT28 Inspection Type: Routine Inspection  
Permit Description: CR 210 Inspector: Justin Kees - NPDES #43768  
Inspection Date: 02/19/2020 11:50AM jkees@flsilt.com  
Inspection Notes: This is a weekly/routine inspection. .2" of rain in gauge recorded at time of inspection.

## Previous Inspection - Responsive Actions Due

All items from previous inspection passed or have been corrected.

## Inspection Details

#	Question	Status	Comments	Responsive Action	Date	Initials
1	Are the Streets and Valley Gutters Clean?	Pass	Streets and valley gutters that are in place are clean and valley gutters are protected.			
2	Concrete wash out area clearly marked	N/A	No concrete washout seen on site at time of inspection.			
3	Construction Entrance / Exit	Pass	Entrance and exits are clean with no offsite tracking issues seen at time of inspection.			
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6	Inlets (back lot)	Pass	Inlets are being protected and clean.			
7	Inlets (streets)	Pass	Inlets and valley gutters remain protected.			
8	Is the NOI or Acceptance letter and directions to the SWP3 location properly posted	Pass	NOI and all required documents are signed and posted in the SWPPP book.			
9	Is the Site Map Updated and current?	Pass	Site map remains current and is updated by the contractor as daily activities change.			
10	Is there De-Watering Taking Place	Pass	Dewatering is being done at this time. No issues seen.			
11	Is there Turbid Water leaving the site?	Pass	There is no water seen leaving the site at this time.			
12	Liquid storage tanks	Pass	Liquid storage tanks being used on site are good at this time.			
13	Material storage and handling areas	Pass	All materials and equipment stored on site are good at this time.			
14	Miscellaneous	N/A	N/A			
15	Miscellaneous 2	N/A	N/A			



# NPDES Inspection Report

16	Portable Toilets at least 10-12 feet BOC and away from any storm drain?	Pass	No issues seen with the placement of portable toilets located away from all roadways and storm drains as required.			
17	Preserve Areas	Pass	Preserve areas are being protected.			
18	Silt Fence around perimeter Install <Disturbed Areas	Pass	Silt fence is installed around the perimeter of the site.			
19	Silt Fence around Perimeter Repair <Disturbed areas>	Pass	Some minor repairs are needed around the site where silt fence is down or sagging. Majority of site is being stabilized.			
20	Vehicle / Equipment maintenance areas	Pass	There are currently no issues seen with vehicles and equipment on site.			
21	Are there any Wash outs into lakes, preserves, or off-site?	Pass	There are currently no washouts seen on site at time of inspection.			
22	Outfall Structure Inspected	Pass	Outfall structurally intact.			

## Signatures

Inspector:

Justin Kees

Date: 02/20/2020

Qualification: NPDES #43768

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Responsible  
Authority:



Date:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **217**

B. Name and address of Payee: **Overnight to:**  
**Hughes Brothers Construction, Inc.**  
**948 Walker Road**  
**Wildwood, FL 34785**  
**FedEx Account: 189249470**

C. Amount Payable: **29,770.49**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #6 - Beacon Lake Phase 2B**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

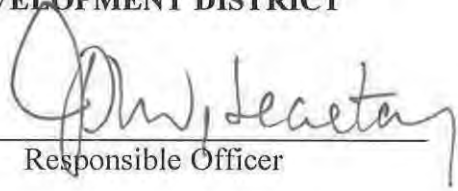
4. each disbursement represents a Cost of the Project which has not previously been paid.

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.

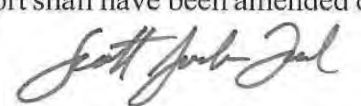
Attached hereto are copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested.

**MEADOW VIEW AT TWIN CREEKS  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

# APPLICATION AND CERTIFICATE FOR PAYMENT

**TO OWNER:**  
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

**PROJECT:**  
BEACON LAKE PHASE 2B

**APPLICATION NO.:** 6  
**APPLICATION DATE:** 2/25/2020

**DISTRIBUTION TO:**  
☒ OWNER  
☒ ENGINEER  
☐ CONTRACTOR

**PAY PERIOD:** 2/1/20 - 2/29/20

**CONTRACT DATE:**

**VIA ENGINEER:**  
England-Thims & Miller, Inc  
14775 Old St. Augustine Road  
Jacksonville, FL 32258  
904-642-8890

**FROM CONTRACTOR:**  
Hughes Brothers Construction, Inc.  
948 Walker Rd.  
Wildwood, Florida 34785  
352-399-6829

*Reviewed and Accepted  
to Site Condition - Pay Later*  
3/12/20

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.  
Continuation sheets, as applicable, are attached

1. ORIGINAL CONTRACT SUM  
\$ 1,303,378.50  
\$ (244,459.64)

2. Net change by Change Orders (3 Total to Date)

3. Contract Sum To Date (line 1+2)

4. TOTAL COMPLETED AND STORED TO DATE

(Column G on individual sheets)

5. RETAINAGE:

- a. 10% of completed work
- b. Retainage released to date
- c. Net retainage held to date

6. TOTAL EARNED LESS RETAINAGE  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS PAYMENTS  
(Line 6 from prior Application)

8. CURRENT PAYMENT DUE

9. BALANCE TO FINISH, INCL. RETAINAGE  
(Line 3 less Line 6)

\$ 289,921.11

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		(244,459.64)
Total approved this month		
TOTALS		(244,459.64)
NET CHANGES by Change Order		(244,459.64)

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Hughes Brothers Construction, Inc.

By: *Matthew Nielsen*  
Project Manager

Date: 2/25/20

State of: FLORIDA  
County of: SUMTER  
Subscribed and sworn to before me this 25 day of February, 2020

Notary Public: *Rachael Mundorff*  
My Commission expires: 2/28/2021



## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED \$29,770.49 Date: 3/13/20

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer: *Matthew Nielsen* Date: 3/13/20

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
MOBILIZATION												
10	Mobilization	1.00	LS	\$ 18,500.00	\$ 18,500.00	0.9	\$ 16,650.00	0.05	\$ 925.00	0.95	\$ 17,575.00	95.00%
30	Project Management & Project Supervision	1.00	LS	\$ 45,050.00	\$ 45,050.00	0.9	\$ 40,545.00	0.05	\$ 2,252.50	0.95	\$ 42,797.50	95.00%
60	Surveying and Stakeout	1.00	LS	\$ 30,076.45	\$ 30,076.45	0.9	\$ 27,068.81	0.05	\$ 1,503.82	0.95	\$ 28,572.63	95.00%
70	TOTAL MOBILIZATION				\$ 93,626.45		\$ 84,263.81		\$ 4,681.32		\$ 88,945.13	
MOT												
90	Construction Entrance & Maintenance	1.00	LS	\$ 3,306.00	\$ 3,306.00	1	\$ 3,306.00	0	\$ -	1	\$ 3,306.00	100.00%
100	TOTAL MOT				\$ 3,306.00		\$ 3,306.00		\$ -		\$ 3,306.00	
PREVENTION OF EROSION AND WATER POLLUTION												
110	Prevention, Control, and Abatement of Erosion & Wa	1.00	LS	\$ 8,700.00	\$ 8,700.00	0.9	\$ 7,830.00	0.05	\$ 435.00	0.95	\$ 8,265.00	95.00%
150	Floating Turbidity Barrier	185.00	LF	\$ 11.50	\$ 2,127.50	0	\$ -	0	\$ -	0	\$ -	0.00%
160	Filter Barrier	3,155.00	LF	\$ 1.90	\$ 5,994.50	3155	\$ 5,994.50	0	\$ -	3155	\$ 5,994.50	100.00%
170	TOTAL PREVENTION OF EROSION AND WATER POLLUTION				\$ 16,822.00		\$ 13,824.50		\$ 435.00		\$ 14,259.50	
SWPPP												
180	Storm Water Pollution Prevention Plan	1.00	LS	\$ 1,856.00	\$ 1,856.00	1	\$ 1,856.00	0	\$ -	1	\$ 1,856.00	100.00%
190	Nodes Monitoring	1.00	LS	\$ 6,960.00	\$ 6,960.00	0.9	\$ 6,264.00	0.05	\$ 348.00	0.95	\$ 6,612.00	95.00%
200	TOTAL SWPPP				\$ 8,816.00		\$ 8,120.00		\$ 348.00		\$ 8,468.00	
PAYMENT AND PERFORMANCE BONDS												
210	Payment & Performance Bond	1.00	EA	\$ 20,450.00	\$ 20,450.00	1	\$ 20,450.00	0	\$ -	1	\$ 20,450.00	100.00%
220	TOTAL PAYMENT AND PERFORMANCE BONDS				\$ 20,450.00		\$ 20,450.00		\$ -		\$ 20,450.00	
EARTHWORKS												
290	Site Cut, Fill, Balance & Stripped Material	477.00	CY	\$ 24.05	\$ 11,471.85	477	\$ 11,471.85	0	\$ -	477	\$ 11,471.85	100.00%
300	Fine Grade Lots	65,235.00	SY	\$ 0.45	\$ 29,355.75	31000	\$ 13,950.00	34235	\$ 15,405.75	65235	\$ 29,355.75	100.00%
310	Fine Grade RW	10905	SY	\$ 0.60	\$ 6,543.00	5000	\$ 3,000.00	3180	\$ 1,908.00	8180	\$ 4,908.00	75.01%
320	Finish Grade Smfs Slopes	8405	SY	\$ 0.55	\$ 4,622.75	6300	\$ 3,465.00	2105	\$ 1,157.75	8405	\$ 4,622.75	100.00%
400	TOTAL EARTHWORKS				\$ 51,993.35		\$ 31,886.85		\$ 18,471.50		\$ 50,358.35	

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	NEIGHBORHOOD GRADING AS-BUILTS											
410	Neighborhood Grading Asbults	1.000	EA	\$ 4,330.65	\$ 4,330.65	0	\$ -	0	\$ -	0	\$ -	0.00%
420	TOTAL NEIGHBORHOOD GRADING AS-BUILTS				\$ 4,330.65		\$ -		\$ -		\$ -	
	PAVING CURB & GUTTER											
430	12" Stabilized Subgrade LBR 40	6,860.00	SY	\$ 9.50	\$ 65,170.00	6860	\$ 65,170.00	0	\$ -	6860	\$ 65,170.00	100.00%
450	6" Limerock Base LBR 100 - 98% Max Density Mod Pro	5,275.00	SY	\$ 12.60	\$ 66,465.00	5275	\$ 66,465.00	0	\$ -	5275	\$ 66,465.00	100.00%
470	Asphaltic Concrete Paving (1.75" SP-9.5)	5,275.00	SY	\$ 14.25	\$ 75,168.75	5275	\$ 75,168.75	0	\$ -	5275	\$ 75,168.75	100.00%
500	Miami Curb And Gutter	4,750.00	LF	\$ 14.79	\$ 70,252.50	4750	\$ 70,252.50	0	\$ -	4750	\$ 70,252.50	100.00%
550	TOTAL PAVING CURB & GUTTER				\$ 277,056.25		\$ 277,056.25		\$ -		\$ 277,056.25	
	SIGNAGE AND MARKINGS											
630	Speed Limit Sign R2-1	2.00	EA	\$ 290.00	\$ 580.00	2	\$ 580.00	0	\$ -	2	\$ 580.00	100.00%
660	Reuse Warning Signs (locations to be determined)	10.00	EA	\$ 300.00	\$ 3,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
730	TOTAL SIGNAGE AND MARKINGS				\$ 3,580.00		\$ 580.00		\$ -		\$ 580.00	
	STORM DRAINAGE COLLECTION											
780	15" RCP	35.00	LF	\$ 45.55	\$ 1,594.25	35	\$ 1,594.25	0	\$ -	35	\$ 1,594.25	100.00%
790	18" RCP	405.00	LF	\$ 48.80	\$ 19,764.00	405	\$ 19,764.00	0	\$ -	405	\$ 19,764.00	100.00%
850	18" Mes	2.00	EA	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00	0	\$ -	2	\$ 3,000.00	100.00%
990	Single Curb Inlet 4' ID - Type A	1.00	EA	\$ 4,605.45	\$ 4,605.45	1	\$ 4,605.45	0	\$ -	1	\$ 4,605.45	100.00%
1020	Double Curb Inlet 5' ID - Type B	5.00	EA	\$ 6,879.35	\$ 34,396.75	5	\$ 34,396.75	0	\$ -	5	\$ 34,396.75	100.00%
1120	Storm Sewer Testing (Video)	1.00	LS	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	0	\$ -	1	\$ 3,500.00	100.00%
1130	TOTAL STORM DRAINAGE COLLECTION				\$ 66,860.45		\$ 66,860.45		\$ -		\$ 66,860.45	
	ROADWAY UNDERDRAIN TYPES A & B											
1140	Type A Underdrain	5,000.00	LF	\$ 22.00	\$ 110,000.00	120	\$ 2,640.00	0	\$ -	120	\$ 2,640.00	2.40%
1160	Underdrain Clean-Out	15.00	EA	\$ 620.00	\$ 9,300.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1170	TOTAL ROADWAY UNDERDRAIN TYPES A & B				\$ 119,300.00		\$ 2,640.00		\$ -		\$ 2,640.00	
	PAVING & DRAINAGE AS-BUILTS											
1180	Paving & Drainage Asbults	1.00	EA	\$ 3,299.55	\$ 3,299.55	0.2	\$ 659.91	0	\$ -	0.2	\$ 659.91	20.00%
1190	TOTAL PAVING & DRAINAGE AS-BUILTS				\$ 3,299.55		\$ 659.91		\$ -		\$ 659.91	

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	WATER TRANSMISSION & DISTRIBUTION SYS. (SJCUD)											
1195	Connect to Existing	2.00	EA	\$ 605.00	\$ 1,210.00	2	\$ 1,210.00	0	\$ -	2	\$ 1,210.00	100.00%
1250	8" Pvc (Dr18)	2,415.00	LF	\$ 20.50	\$ 49,507.50	2415	\$ 49,507.50	0	\$ -	2415	\$ 49,507.50	100.00%
1340	8" Gate Valve	3.00	EA	\$ 1,405.00	\$ 4,215.00	3	\$ 4,215.00	0	\$ -	3	\$ 4,215.00	100.00%
1590	Fire Hydrant Assembly	4.00	EA	\$ 4,430.55	\$ 17,722.20	4	\$ 17,722.20	0	\$ -	4	\$ 17,722.20	100.00%
1600	Single Water Service	47.00	EA	\$ 880.00	\$ 41,360.00	47	\$ 41,360.00	0	\$ -	47	\$ 41,360.00	100.00%
1610	Double Water Service	16.00	EA	\$ 1,180.00	\$ 18,880.00	16	\$ 18,880.00	0	\$ -	16	\$ 18,880.00	100.00%
1650	Bacteriological Sample Point	3.00	EA	\$ 545.00	\$ 1,635.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1660	Misc Fittings Potable Water	1.00	LS	\$ 13,500.00	\$ 13,500.00	1	\$ 13,500.00	0	\$ -	1	\$ 13,500.00	100.00%
1670	Testing Potable Water	1.00	LS	\$ 6,150.00	\$ 6,150.00	1	\$ 6,150.00	0	\$ -	1	\$ 6,150.00	100.00%
1680	Locate Wire Potable Water	9,195.00	LF	\$ 0.75	\$ 6,896.25	6780	\$ 5,085.00	0	\$ -	6780	\$ 5,085.00	73.74%
1690	TOTAL WATER TRANSMISSION & DISTRIBUTION SYS. (SJCUD)				\$ 161,075.95		\$ 157,629.70		\$ -		\$ 157,629.70	
	GRAVITY SANITARY SEWER COLLECTION SYS. (SJCUD)											
1700	0/6 8" Pvc (Sdr 26) San	475.00	LF	\$ 35.70	\$ 16,957.50	475	\$ 16,957.50	0	\$ -	475	\$ 16,957.50	100.00%
1710	6/8 8" Pvc (Sdr 26) San	1,155.00	LF	\$ 37.50	\$ 43,312.50	1155	\$ 43,312.50	0	\$ -	1155	\$ 43,312.50	100.00%
1720	8/10 8" Pvc (Sdr 26) San	340.00	LF	\$ 40.00	\$ 13,600.00	340	\$ 13,600.00	0	\$ -	340	\$ 13,600.00	100.00%
1730	10/12 8" Pvc (Sdr 26) San	280.00	LF	\$ 43.50	\$ 12,180.00	280	\$ 12,180.00	0	\$ -	280	\$ 12,180.00	100.00%
1780	0/6 San Mh - Type A	2.00	EA	\$ 3,280.00	\$ 6,560.00	2	\$ 6,560.00	0	\$ -	2	\$ 6,560.00	100.00%
1790	0/6 San Mh - Type A W/ Liner	1.00	EA	\$ 7,592.65	\$ 7,592.65	1	\$ 7,592.65	0	\$ -	1	\$ 7,592.65	100.00%
1800	6/8 San Manhole	7.00	EA	\$ 3,790.00	\$ 26,530.00	7	\$ 26,530.00	0	\$ -	7	\$ 26,530.00	100.00%
1810	6/8 San Mh Type A W/ Liner	1.00	EA	\$ 8,543.80	\$ 8,543.80	1	\$ 8,543.80	0	\$ -	1	\$ 8,543.80	100.00%
1820	8/10 San Mh Type A	2.00	EA	\$ 4,615.00	\$ 9,230.00	2	\$ 9,230.00	0	\$ -	2	\$ 9,230.00	100.00%
1840	10/12 San Mh Type A	1.00	EA	\$ 5,280.00	\$ 5,280.00	1	\$ 5,280.00	0	\$ -	1	\$ 5,280.00	100.00%
1920	Single Service San	77.00	EA	\$ 1,155.00	\$ 88,935.00	77	\$ 88,935.00	0	\$ -	77	\$ 88,935.00	100.00%
1930	Testing (Video, Lamping) San	1.00	LS	\$ 10,150.00	\$ 10,150.00	1	\$ 10,150.00	0	\$ -	1	\$ 10,150.00	100.00%
1940	TOTAL GRAVITY SANITARY SEWER COLLECTION SYS. (SJCUD)				\$ 248,871.45		\$ 248,871.45		\$ -		\$ 248,871.45	
	REUSE DISTRIBUTION SYS. (SCJUD)											
1945	Connect to Existing	2.00	EA	\$ 605.00	\$ 1,210.00	2	\$ 1,210.00	0	\$ -	2	\$ 1,210.00	100.00%
2000	8" Pvc (Dr18)	2,320.00	LF	\$ 20.70	\$ 48,024.00	2320	\$ 48,024.00	0	\$ -	2320	\$ 48,024.00	100.00%
2080	8" Gate Valve	3.00	EA	\$ 1,400.00	\$ 4,200.00	3	\$ 4,200.00	0	\$ -	3	\$ 4,200.00	100.00%
2370	Single Reuse Service	34.00	EA	\$ 880.00	\$ 29,920.00	34	\$ 29,920.00	0	\$ -	34	\$ 29,920.00	100.00%
2380	Double Reuse Service	21.00	EA	\$ 1,170.00	\$ 24,570.00	21	\$ 24,570.00	0	\$ -	21	\$ 24,570.00	100.00%
2400	Misc. Reuse Fittings	1.00	LS	\$ 14,987.00	\$ 14,987.00	1	\$ 14,987.00	0	\$ -	1	\$ 14,987.00	100.00%
2410	Locate Wire - Reuse	2,320.00	LF	\$ 1.10	\$ 2,552.00	0	\$ -	0	\$ -	0	\$ -	0.00%



SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
2420	Testing Reuse Water	1.00	LS	\$ 6,087.25	\$ 6,087.25	1	\$ 6,087.25	0	\$ -	1	\$ 6,087.25	100.00%
2430	TOTAL REUSE DISTRIBUTION SYS. (SJCUD)				\$ 131,550.25		\$ 128,998.25		\$ -		\$ 128,998.25	
	WATER, SEWER & REUSE AS-BUILTS (SJCUD)											
2650	Water, Sewer & Reuse Asbuilts	1.00	EA	\$ 2,707.45	\$ 2,707.45	0.5	\$ 1,353.73	0	\$ -	0.5	\$ 1,353.73	50.00%
2660	TOTAL WATER, SEWER & REUSE AS-BUILTS (SJCUD)				\$ 2,707.45		\$ 1,353.73		\$ -		\$ 1,353.73	
	SODDING											
2670	Sod 2' Back Of Curb	1,055.00	SY	\$ 2.50	\$ 2,637.50	0	\$ -	0	\$ -	0	\$ -	0.00%
2680	Sod Smfs Slopes / Top / Backslope	256.00	SY	\$ 2.50	\$ 640.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2690	Sod Slopes steeper than 4:1	8,150.00	SY	\$ 2.50	\$ 20,375.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2700	Sod (General Areas)	50.00	SY	\$ 2.50	\$ 125.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2710	TOTAL SODDING				\$ 23,777.50		\$ -		\$ -		\$ -	
	SEED & MULCH											
2720	Seed & Mulch Disturbed Areas	1,146.00	SY	\$ 0.25	\$ 286.50	0	\$ -	0	\$ -	0	\$ -	0.00%
2730	Seed & Mulch Lots	65,235.00	SY	\$ 0.25	\$ 16,308.75	0	\$ -	36570	\$ 9,142.50	36570	\$ 9,142.50	56.06%
2740	Seed & Mulch R/W	10,905.00	SY	\$ 0.25	\$ 2,726.25	0	\$ -	0	\$ -	0	\$ -	0.00%
2750	TOTAL SEED & MULCH				\$ 19,321.50		\$ -		\$ 9,142.50		\$ 9,142.50	
	IRRIGATION SLEEVES, CATV CONDUIT & AS-BUILTS											
2760	2" SCH 40 Pvc materials and installation	500.00	LF	\$ 7.20	\$ 3,600.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2770	3" SCH 40 Pvc materials and installation	500.00	LF	\$ 8.50	\$ 4,250.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2780	4" SCH 40 Pvc materials and installation	500.00	LF	\$ 9.20	\$ 4,600.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2790	6" SCH 40 Pvc materials and installation	500.00	LF	\$ 12.50	\$ 6,250.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2800	8" SCH 40 Pvc materials and installation	500.00	LF	\$ 15.00	\$ 7,500.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2830	3" SCH 40 Pvc installation only	500.00	LF	\$ 7.00	\$ 3,500.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2840	4" SCH 40 Pvc installation only	500.00	LF	\$ 7.00	\$ 3,500.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2850	6" SCH 40 Pvc installation only	500.00	LF	\$ 8.00	\$ 4,000.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2860	8" SCH 40 Pvc installation only	500.00	LF	\$ 9.00	\$ 4,500.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2870	2" SCH 40 Pvc installation only	500.00	LF	\$ 6.00	\$ 3,000.00	500	\$ 3,000.00	0	\$ -	500	\$ 3,000.00	100.00%
2880	Sleeving Asbuilts	1.00	LS	\$ 1,933.70	\$ 1,933.70	0	\$ -	0	\$ -	0	\$ -	0.00%
2890	TOTAL IRRIGATION SLEEVES, CATV CONDUIT & AS-BUILTS				\$ 45,633.70		\$ 3,000.00		\$ -		\$ 3,000.00	

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
	TOTAL BEACON LAKE PH 2B				\$ 1,303,378.50		\$ 1,049,500.89		\$ 33,078.32		\$ 1,082,579.21	
	CHANGE ORDER #1 (Not Used)											
	CHANGE ORDER #2											
New	Ferguson Direct Purchase Deduct	1.00	LS	\$ (172,549.11)	\$ (172,549.11)	0.945	\$ (163,058.91)	0	\$ -	0.945	\$ (163,058.91)	94.50%
New	Del Zotto Direct Purchase Deduct	1.00	LS	\$ (45,949.50)	\$ (45,949.50)	1	\$ (45,949.50)	0	\$ -	1	\$ (45,949.50)	100.00%
New	County Materials Direct Purchase Deduct	1.00	LS	\$ (8,054.63)	\$ (8,054.63)	1	\$ (8,054.63)	0	\$ -	1	\$ (8,054.63)	100.00%
	TOTAL CHANGE ORDER #2				\$ (226,553.24)		\$ (217,063.04)		\$ -		\$ (217,063.04)	
	CHANGE ORDER #3											
290	Site Cut, Fill, Balance & Stripped Material	477.00	CY	\$ (21.25)	\$ (10,136.25)	477	\$ (10,136.25)	0	\$ -	477	\$ (10,136.25)	100.00%
	Subtotal Earthwork				\$ (10,136.25)		\$ (10,136.25)		\$ -		\$ (10,136.25)	
470	Asphaltic Concrete Paving (1.75" SP-9.5)	-5275.00	SY	\$ 14.25	\$ (75,168.75)	-5275	\$ (75,168.75)	0	\$ -	-5275	\$ (75,168.75)	100.00%
New	Asphaltic Concrete Paving (1" 12.5 1st Lift)	5275.00	SY	\$ 7.45	\$ 39,298.75	5275	\$ 39,298.75	0	\$ -	5275	\$ 39,298.75	100.00%
New	Asphaltic Concrete Paving (0.75" 9.5 2nd Lift)	5275.00	SY	\$ 6.90	\$ 36,397.50	0	\$ -	0	\$ -	0	\$ -	0.00%
	Subtotal Paving Curb & Gutter				\$ 527.50		\$ (35,870.00)		\$ -		\$ (35,870.00)	
1020	Double Curb Inlet 5' ID - Type B	5.00	EA	\$ (500.00)	\$ (2,500.00)	5	\$ (2,500.00)	0	\$ -	5	\$ (2,500.00)	100.00%
	Subtotal Storm Drainage Collection				\$ (2,500.00)		\$ (2,500.00)		\$ -		\$ (2,500.00)	
1680	Locate Wire Potable Water	-6780.00	LF	\$ 0.75	\$ (5,085.00)	-6780	\$ (5,085.00)	0	\$ -	-6780	\$ (5,085.00)	100.00%
	Subtotal Water Transmission & Distribution				\$ (5,085.00)		\$ (5,085.00)		\$ -		\$ (5,085.00)	
1790	0/6 San MH - Type A w/ Liner	1.00	EA	\$ (712.65)	\$ (712.65)	1	\$ (712.65)	0	\$ -	1	\$ (712.65)	100.00%
	Subtotal Gravity Sanitary Sewer				\$ (712.65)		\$ (712.65)		\$ -		\$ (712.65)	
	TOTAL CHANGE ORDER #3				\$ (17,906.40)		\$ (54,303.90)		\$ -		\$ (54,303.90)	
	TOTAL CHANGE ORDERS				\$ (244,459.64)		\$ (271,366.94)		\$ -		\$ (271,366.94)	
	TOTAL BEACON LAKE PHASE 2B + C/O's				\$ 1,058,918.86		\$ 778,133.95		\$ 33,078.32		\$ 811,212.27	

**CONDITIONAL STATUTORY WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**  
(Section 713.20(4) Florida Statutes)

The undersigned Lienor, upon the progress payment in the amount of \$ 29,770.49, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through (date) 2/29/20 to (customer) meadowlark @ Twin Creek on the job of Beacon Lake / Phase 2B to the following described property:

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on

2/25/20

Lienor Name: Hughes Bros Construction  
Address: 948 W Walker Rd  
Wildwood, FL 34785  
By: [Signature]  
Printed Name: Chad Hughes

State of FL )  
County of Sumter ) SS.

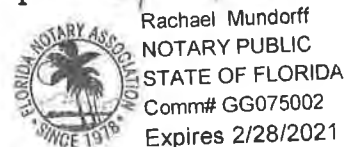
The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2020 by Chad Hughes, as the President of HBC, Inc., on behalf of the corporation. He/She is personally known to me ☐ or produced ☐ as identification ☐

WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of Feb A.D. 2020

Rachael Mundorff  
Notary Public

My Commission Expires:

2/28/21







**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **218**

B. Name and address of Payee: **Overnight to:**  
**Hughes Brothers Construction, Inc.**  
**948 Walker Road**  
**Wildwood, FL 34785**  
**FedEx Account: 189249470**

C. Amount Payable: **271,212.32**

D. Purpose 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 Cost of Issuance, if applicable): **Contractor Application for Payment #4 - Beacon Lake Phase 3A Parkway**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

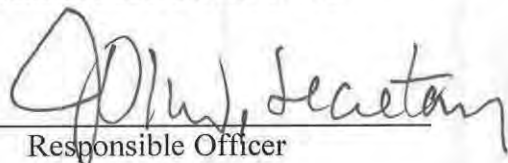
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

March 23, 2020

# APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: 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

PROJECT: BEACON LAKE PHASE 3A PARKWAY

APPLICATION NO.: 4

APPLICATION DATE: 2/25/2020

PAY PERIOD: 2/1/20 - 2/29/20

CONTRACT DATE:

DISTRIBUTION TO:  
X OWNER  
X ENGINEER  
CONTRACTOR

VIA ENGINEER:  
England-Thims & Miller, Inc  
14775 Old St. Augustine Road  
Jacksonville, FL 32258  
904-642-8890

FROM CONTRACTOR:  
Hughes Brothers Construction, Inc.  
948 Walker Rd.  
Wildwood, Florida 34785  
352-399-6829

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.  
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM \$ 1,780,499.93

2. Net change by Change Orders (4 Total to Date) \$ (196,968.85)

3. Contract Sum To Date (line 1+2) \$ 1,583,531.08

4. TOTAL COMPLETED AND STORED TO DATE \$ 894,773.60  
(Column G on individual sheets)

## 5. RETAINAGE:

- a. 10% of completed work \$ 89,477.36
- b. Retainage released to date \$ -
- c. Net retainage held to date \$ 89,477.36

6. TOTAL EARNED LESS RETAINAGE \$ 805,296.24  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS PAYMENTS \$ 534,083.92  
(Line 6 from prior Application)

8. CURRENT PAYMENT DUE \$ 271,212.32

9. BALANCE TO FINISH, INCL. RETAINAGE \$ 778,234.84  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	3,175.75	(171,222.55)
Total approved this month		(28,922.05)
TOTALS	3,175.75	(200,144.60)
NET CHANGES by Change Order		(196,968.85)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hughes Brothers Construction, Inc.

By: Paul J. Nish  
Project Manager

Date: 2/25/20

State of: FLORIDA

County of: SUMTER

Subscribed and sworn to before me this 25 day of February, 2020



Rachael Mundorff  
NOTARY PUBLIC  
STATE OF FLORIDA  
COMMIT # GG075002  
Expires 2/28/2021

Notary Public: Rachael Mundorff

My Commission expires: 2/28/2021

## ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED \$ 271,212.32 Date: 2/25/20

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer: Paul J. Nish Date: 2/25/20

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete						
						Qty	Amount	Qty	Amount	Qty	Amount							
MOBILIZATION																		
10	Mobilization	1.00	LS	\$	11,690.00	\$	11,690.00	0.4	\$	4,676.00	0.2	\$	2,338.00	0.6	\$	7,014.00	60.00%	
30	Project Management & Project Supervision	1.00	LS	\$	42,032.00	\$	42,032.00	0.4	\$	16,812.80	0.2	\$	8,406.40	0.6	\$	25,219.20	60.00%	
50	Surveying and Stakeout	1.00	LS	\$	27,547.00	\$	27,547.00	0.5	\$	13,773.50	0.2	\$	5,509.40	0.7	\$	19,282.90	70.00%	
70	TOTAL MOBILIZATION				\$	81,269.00	\$	81,269.00		\$	35,262.30		\$	16,253.80		\$	51,516.10	
MOT																		
90	Construction Entrance & Maintenance	1.00	LS	\$	1,091.00	\$	1,091.00	0.5	\$	545.50	0.25	\$	272.75	0.75	\$	818.25	75.00%	
100	TOTAL MOT				\$	1,091.00	\$	1,091.00		\$	545.50		\$	272.75		\$	818.25	
PREVENTION OF EROSION AND WATER POLLUTION																		
110	Prevention, Control, and Abatement of Erosion & Wa	1.00	LS	\$	2,871.00	\$	2,871.00	0.4	\$	1,148.40	0.2	\$	574.20	0.6	\$	1,722.60	60.00%	
160	Filter Barrier	3,835.00	LF	\$	1.90	\$	7,286.50	3835	\$	7,286.50	0	\$	-	3835	\$	7,286.50	100.00%	
170	TOTAL PREVENTION OF EROSION AND WATER POLLUTION				\$	10,157.50	\$	10,157.50		\$	8,434.90		\$	574.20		\$	9,009.10	
SWPPP																		
180	Storm Water Pollution Prevention Plan	1.00	LS	\$	612.00	\$	612.00	1	\$	612.00	0	\$	-	1	\$	612.00	100.00%	
190	Npdes Monitoring	1.00	LS	\$	2,296.00	\$	2,296.00	0.4	\$	918.40	0.2	\$	459.20	0.6	\$	1,377.60	60.00%	
200	TOTAL SWPPP				\$	2,908.00	\$	2,908.00		\$	1,530.40		\$	459.20		\$	1,989.60	
PAYMENT AND PERFORMANCE BONDS																		
210	Payment & Performance Bond	1.00	EA	\$	23,585.00	\$	23,585.00	1	\$	23,585.00	0	\$	-	1	\$	23,585.00	100.00%	
220	TOTAL PAYMENT AND PERFORMANCE BONDS				\$	23,585.00	\$	23,585.00		\$	-		\$	-		\$	23,585.00	
EARTHWORKS																		
310	Fine Grade R/W	10,020.00	SY	\$	0.60	\$	6,012.00	4000	\$	2,400.00	2500	\$	1,500.00	6500	\$	3,900.00	64.87%	
330	Fine Grade Dist. Areas	6,570.00	SY	\$	0.45	\$	2,956.50	0	\$	-	0	\$	-	0	\$	-	0.00%	
400	TOTAL EARTHWORKS				\$	8,968.50	\$	8,968.50		\$	2,400.00		\$	1,500.00		\$	3,900.00	
PAVING CURB & GUTTER																		
430	12" Stabilized Subgrade LBR 40	8,715.00	SY	\$	9.50	\$	82,792.50	8715	\$	82,792.50	0	\$	-	8715	\$	82,792.50	100.00%	

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
440	8" Limerock Base LBR 100 - 98% Max Density Mod Pro	6,585.00	SY	\$	\$ 120,834.75	6585	\$ 120,834.75	0	\$ -	6585	\$ 120,834.75	100.00%
450	6" Limerock Base LBR 100 - 98% Max Density Mod Pro	120.00	SY	\$	\$ 1,512.00	0	\$ -	0	\$ -	0	\$ -	0.00%
460	Asphaltic Concrete Paving (1" 12.5 1st Lift)	120.00	SY	\$	\$ 846.00	0	\$ -	0	\$ -	0	\$ -	0.00%
470	Asphaltic Concrete Paving (1"-1/2" 12.5 1st Lift)	6,585.00	SY	\$	\$ 61,240.50	0	\$ -	6585	\$ 61,240.50	6585	\$ 61,240.50	100.00%
475	Asphaltic Concrete Paving (1" 9.5 2nd Lift)	6,585.00	SY	\$	\$ 49,058.25	0	\$ -	6585	\$ 49,058.25	6585	\$ 49,058.25	100.00%
480	Asphaltic Concrete Paving Section - Multi-Path (1" 9.5)	3,345.00	SY	\$	\$ 25,422.00	0	\$ -	0	\$ -	0	\$ -	0.00%
490	4" Crushed Conc Base LBR 120 100 Max Density Mod P	3,345.00	SY	\$	\$ 46,696.20	0	\$ -	3345	\$ 46,696.20	3345	\$ 46,696.20	100.00%
500	Miami Curb And Gutter	95.00	LF	\$	\$ 14.79	0	\$ -	0	\$ -	0	\$ -	0.00%
510	Standard Curb And Gutter	4,940.00	LF	\$	\$ 15.95	4940	\$ 78,793.00	0	\$ -	4940	\$ 78,793.00	100.00%
550	TOTAL PAVING CURB & GUTTER				\$ 468,600.25		\$ 282,420.25		\$ 156,994.95		\$ 439,415.20	
	COMMON AREA SIDEWALK											
560	Common Area Sidewalk	12,270.00	SY	\$	\$ 39.15	0	\$ -	0	\$ -	0	\$ -	0.00%
570	ADA Curb Ramps with Detectable Warnings	4.00	EA	\$	\$ 1,220.00	0	\$ -	0	\$ -	0	\$ -	0.00%
580	TOTAL COMMON AREA SIDEWALK				\$ 485,250.50		\$ -		\$ -		\$ -	
	SIGNAGE AND MARKINGS											
600	Pedestrian Crossing Ahead Sign W11-2 & W16-9p	4.00	EA	\$	\$ 377.00	0	\$ -	0	\$ -	0	\$ -	0.00%
630	Speed Limit Sign R2-1	2.00	EA	\$	\$ 290.00	0	\$ -	0	\$ -	0	\$ -	0.00%
720	Special Emphasis Pedestrian Crosswalk (per interse	1.00	EA	\$	\$ 675.00	0	\$ -	0	\$ -	0	\$ -	0.00%
730	TOTAL SIGNAGE AND MARKINGS				\$ 2,763.00		\$ -		\$ -		\$ -	
	STORM DRAINAGE COLLECTION											
740	12" HP N12 Pipe	165.00	LF	\$	\$ 38.25	165	\$ 6,311.25	0	\$ -	165	\$ 6,311.25	100.00%
780	15" RCP	1,085.00	LF	\$	\$ 45.55	1085	\$ 49,421.75	0	\$ -	1085	\$ 49,421.75	100.00%
800	24" RCP	270.00	LF	\$	\$ 61.00	270	\$ 16,470.00	0	\$ -	270	\$ 16,470.00	100.00%
845	15" Mes	2.00	EA	\$	\$ 642.24	2	\$ 1,284.48	0	\$ -	2	\$ 1,284.48	100.00%
900	Type E Inlet	1.00	EA	\$	\$ 3,900.50	1	\$ 3,900.50	0	\$ -	1	\$ 3,900.50	100.00%
980	Type J-1 Mh	2.00	EA	\$	\$ 3,625.00	2	\$ 7,250.00	0	\$ -	2	\$ 7,250.00	100.00%
990	Single Curb Inlet 4' ID - Type A	12.00	EA	\$	\$ 4,605.45	11	\$ 50,659.95	1	\$ 4,605.45	12	\$ 55,265.40	100.00%
1110	Concrete Yard Drain	3.00	EA	\$	\$ 1,735.00	3	\$ 5,205.00	0	\$ -	3	\$ 5,205.00	100.00%
1120	Storm Sewer Testing (Video)	1.00	LS	\$	\$ 11,458.00	0	\$ -	0	\$ -	0	\$ -	0.00%
1130	TOTAL STORM DRAINAGE COLLECTION				\$ 156,566.38		\$ 140,502.93		\$ 4,605.45		\$ 145,108.38	



SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
WATER TRANSMISSION & DISTRIBUTION SYS. (SJCUD)												
1195	Connect to Existing	2.00	EA	\$ 798.85	\$ 1,597.70	1	\$ 798.85	1	\$ 798.85	2	\$ 1,597.70	100.00%
1290	12" Pvc (Dr18)	2,600.00	LF	\$ 35.25	\$ 91,650.00	2600	\$ 91,650.00	0	\$ -	2600	\$ 91,650.00	100.00%
1360	12" Gate Valve	3.00	EA	\$ 2,485.00	\$ 7,455.00	3	\$ 7,455.00	0	\$ -	3	\$ 7,455.00	100.00%
1365	12" 22.5 Bend	2.00	EA	\$ 577.00	\$ 1,154.00	2	\$ 1,154.00	0	\$ -	2	\$ 1,154.00	100.00%
1505	12" X 10" Wet Tap	1.00	EA	\$ 5,607.80	\$ 5,607.80	0	\$ -	1	\$ 5,607.80	1	\$ 5,607.80	100.00%
1590	Fire Hydrant Assembly	3.00	EA	\$ 4,430.55	\$ 13,291.65	3	\$ 13,291.65	0	\$ -	3	\$ 13,291.65	100.00%
1620	Lift Station Water Service	1.00	EA	\$ 1,780.00	\$ 1,780.00	0	\$ -	1	\$ 1,780.00	1	\$ 1,780.00	100.00%
1650	Bacteriological Sample Point	5.00	EA	\$ 545.00	\$ 2,725.00	4	\$ 2,180.00	0	\$ -	4	\$ 2,180.00	80.00%
1660	Misc Fittings Potable Water	1.00	LS	\$ 4,455.00	\$ 4,455.00	1	\$ 3,564.00	0.2	\$ 891.00	1	\$ 4,455.00	100.00%
1670	Testing Potable Water	1.00	LS	\$ 11,108.50	\$ 11,108.50	0	\$ 2,777.13	0	\$ -	0	\$ 2,777.13	25.00%
1680	Locate Wire Potable Water	2,600.00	LF	\$ 0.75	\$ 1,950.00	0	\$ -	0	\$ -	0	\$ -	0.00%
TOTAL WATER TRANSMISSION & DISTRIBUTION SYS. (SJCUD)												
1690					\$ 142,774.65		\$ 122,870.63		\$ 9,077.65		\$ 131,948.28	
LIFT STATION (SJCUD)												
2440	Lift Station SJCUD Standard	1.00	LS	\$ 275,799.00	\$ 275,799.00	0.25	\$ 68,949.75	0.45	\$ 124,109.55	0.7	\$ 193,059.30	70.00%
TOTAL LIFT STATION (SJCUD)												
2450					\$ 275,799.00		\$ 68,949.75		\$ 124,109.55		\$ 193,059.30	
FORCE MAIN (SJCUD)												
2455	Connect to Existing	2.00	EA	\$ 735.50	\$ 1,471.00	1	\$ 735.50	0	\$ -	1	\$ 735.50	50.00%
2460	4" Pvc (Dr18)	1,595.00	LF	\$ 10.00	\$ 15,950.00	190	\$ 1,900.00	1405	\$ 14,050.00	1595	\$ 15,950.00	100.00%
2470	6" Pvc (Dr18)	2,420.00	LF	\$ 14.90	\$ 36,058.00	2420	\$ 36,058.00	0	\$ -	2420	\$ 36,058.00	100.00%
2480	6" Hdpe (Sdr 11)	440.00	LF	\$ 27.28	\$ 12,003.20	370	\$ 10,093.60	70	\$ 1,909.60	440	\$ 12,003.20	100.00%
2510	4" Gate Valve	1.00	EA	\$ 850.00	\$ 850.00	0	\$ -	1	\$ 850.00	1	\$ 850.00	100.00%
2520	6" Gate Valve	3.00	EA	\$ 990.00	\$ 2,970.00	3	\$ 2,970.00	0	\$ -	3	\$ 2,970.00	100.00%
2530	6" X 4" Wet Tap	1.00	EA	\$ 2,732.60	\$ 2,732.60	0	\$ -	1	\$ 2,732.60	1	\$ 2,732.60	100.00%
2550	4" 22.5 Bend	6.00	EA	\$ 386.35	\$ 2,318.10	0	\$ -	6	\$ 2,318.10	6	\$ 2,318.10	100.00%
2570	4" 90 Bend	2.00	EA	\$ 398.25	\$ 796.50	0	\$ -	2	\$ 796.50	2	\$ 796.50	100.00%
2580	6" 22.5 Bend	2.00	EA	\$ 482.65	\$ 965.30	2	\$ 965.30	0	\$ -	2	\$ 965.30	100.00%
2590	6" 45 Bend	2.00	EA	\$ 511.20	\$ 1,022.40	2	\$ 1,022.40	0	\$ -	2	\$ 1,022.40	100.00%
2610	Misc Fittings Force Main	1.00	LS	\$ 3,898.20	\$ 3,898.20	0.5	\$ 1,949.10	0.5	\$ 1,949.10	1	\$ 3,898.20	100.00%
2620	Testing Force Main	1.00	LS	\$ 6,392.85	\$ 6,392.85	0	\$ -	0	\$ -	0	\$ -	0.00%
2630	Locate Wire Force Main	4,455.00	LF	\$ 1.30	\$ 5,791.50	0	\$ -	0	\$ -	0	\$ -	0.00%
TOTAL FORCE MAIN (SJCUD)												
2640					\$ 93,219.65		\$ 55,693.90		\$ 24,605.90		\$ 80,299.80	

SCHEDULE OF VALUES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
SODDING												
2670	Sod 2' Back Of Curb	1,120.00	SY	\$ 2.50	\$ 2,800.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2690	Sod Slopes steeper than 4:1	8,190.00	SY	\$ 2.50	\$ 20,475.00	0	\$ -	0	\$ -	0	\$ -	0.00%
2700	Sod (General Areas)	50.00	SY	\$ 2.50	\$ 125.00	0	\$ -	0	\$ -	0	\$ -	0.00%
TOTAL SODDING												
2710				\$ 23,400.00			\$ -		\$ -		\$ -	
SEED & MULCH												
2720	Seed & Mulch Disturbed Areas	6,570.00	SY	\$ 0.25	\$ 1,642.50	0	\$ -	0	\$ -	0	\$ -	0.00%
2740	Seed & Mulch R/W	10,020.00	SY	\$ 0.25	\$ 2,505.00	0	\$ -	0	\$ -	0	\$ -	0.00%
TOTAL SEED & MULCH												
2750				\$ 4,147.50			\$ -		\$ -		\$ -	
TOTAL BEACON LAKE PH 3A PARKWAY												
				\$ 1,780,499.93			\$ 742,195.56		\$ 338,453.45		\$ 1,080,649.01	
CHANGE ORDER #1 (Not Used)												
CHANGE ORDER #2												
New	Ferguson Direct Purchase Deduct	1.00	LS	\$ (119,769.12)	\$ (119,769.12)	0.864	\$ (103,480.52)	0.033	\$ (3,952.38)	0.897	\$ (107,432.90)	89.70%
New	Del Zotto Direct Purchase Deduct	1.00	LS	\$ (29,583.10)	\$ (29,583.10)	0.883	\$ (26,121.88)	0	\$ -	0.883	\$ (26,121.88)	88.30%
New	County Materials Direct Purchase Deduct	1.00	LS	\$ (21,870.33)	\$ (21,870.33)	1	\$ (21,870.33)	0	\$ -	1	\$ (21,870.33)	100.00%
TOTAL CHANGE ORDER #2												
				\$ (171,222.55)			\$ (151,472.73)		\$ (3,952.38)		\$ (155,425.11)	
CHANGE ORDER #3												
740	12" HP N12 Pipe	97.00	LF	\$ 38.25	\$ 3,710.25	97	\$ 3,710.25	0	\$ -	97	\$ 3,710.25	100.00%
800	24" RCP	19.00	LF	\$ 61.00	\$ 1,159.00	19	\$ 1,159.00	0	\$ -	19	\$ 1,159.00	100.00%
900	Type E Inlet	-1.00	EA	\$ 3,900.50	\$ (3,900.50)	-1	\$ (3,900.50)	0	\$ -	-1	\$ (3,900.50)	100.00%
1110	Concrete Yard Drain	1.00	EA	\$ 1,735.00	\$ 1,735.00	1	\$ 1,735.00	0	\$ -	1	\$ 1,735.00	100.00%
1120	Storm Sewer Testing	1.00	LS	\$ 472.00	\$ 472.00	0	\$ -	0	\$ -	0	\$ -	0.00%
Subtotal Storm Drainage Collection												
				\$ 3,175.75			\$ 2,703.75		\$ -		\$ 2,703.75	
TOTAL CHANGE ORDER #3												
				\$ 3,175.75			\$ 2,703.75		\$ -		\$ 2,703.75	
CHANGE ORDER #4												
475	Asphaltic Concrete Paving (1" 9.5 2nd Lift)	-6585.00	SY	\$ 7.45	\$ (49,058.25)	0	\$ -	-6585	\$ (49,058.25)	-6585	\$ (49,058.25)	100.00%
Subtotal Paving Curb & Gutter												
				\$ (49,058.25)			\$ (49,058.25)		\$ (49,058.25)		\$ (49,058.25)	



**SCHEDULE OF VALUES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	Last Period		This Period		Complete to Date		Total % Complete
						Qty	Amount	Qty	Amount	Qty	Amount	
New	Sidewalk Removal & Replacement	360.00	SF	\$ 7.70	\$ 2,772.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	<b>Subtotal Common Area Sidewalks</b>				\$ 2,772.00		\$ -		\$ -		\$ -	
1505	12" x 10" Wet Tap	-1.00	EA	\$ 5,607.80	\$ (5,607.80)	0	\$ -	-1	\$ (5,607.80)	-1	\$ (5,607.80)	100.00%
New	12" x 12" Wet Tap	1.00	EA	\$ 7,204.00	\$ 7,204.00	0	\$ -	1	\$ 7,204.00	1	\$ 7,204.00	100.00%
New	12" Directional Drill (Upcharge from open cut)	80.00	LF	\$ 178.85	\$ 14,308.00	0	\$ -	80	\$ 14,308.00	80	\$ 14,308.00	100.00%
	<b>Subtotal Water Transmission &amp; Distribution Sys. (SJCUD)</b>				\$ 15,904.20		\$ -		\$ 15,904.20		\$ 15,904.20	
New	ROW Restoration	200.00	SY	\$ 7.30	\$ 1,460.00	0	\$ -	0	\$ -	0	\$ -	0.00%
	<b>Subtotal Sodding</b>				\$ 1,460.00		\$ -		\$ -		\$ -	
	<b>TOTAL CHANGE ORDER #4</b>				\$ (28,922.05)		\$ -		\$ (33,154.05)		\$ (33,154.05)	
	<b>TOTAL CHANGE ORDERS</b>				\$ (196,968.85)		\$ (148,768.98)		\$ (37,106.43)		\$ (185,875.41)	
	<b>TOTAL BEACON LAKE PHASE 3A PARKWAY + CJO's</b>				\$ 1,583,531.08		\$ 593,426.58		\$ 301,347.02		\$ 894,773.60	

**CONDITIONAL STATUTORY WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**  
(Section 713.20(4) Florida Statutes)

The undersigned Lienor, upon the progress payment in the amount of \$ 271,212.32 hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through (date) 2/29/20 to (customer) meadowview @ Twin Creek on the job of Beacon Lake / Phase 3A to the following described property: Parkway

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 2/25/20

Lienor Name: Hughes Brothers Construction  
Address: 948 Walker Rd  
Wildwood, FL 34785  
By: [Signature]  
Printed Name: Chad Hughes

State of FL  
County of Sumter SS.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2020 by Chad Hughes, as the President of HBC, Inc., on behalf of the corporation. He/She is personally known to me ☐ or produced ☐ as identification ☐

Feb WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of Feb A.D. 2020

[Signature]  
Notary Public

My Commission Expires: 2/28/21



Rachael Mundorff  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG075002  
Expires 2/28/2021

STATE OF FLORIDA        }  
COUNTY OF Sumter        } S.S.

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, CHAD HUGHES, BEING DULY SWORN, DEPOSED AND SAYS THAT HE IS PRESIDENT OF HUGHES BROTHERS CONSTRUCTION, INC., WHO IS THE CONTRACTOR FURNISHING GENERAL CONTRACTING WORK ON THE PREMISES AT: **BEACON LAKE - PHASE 3A PARKWAY**

That the total amount of the contract including extras is **\$1,583,531.08** on which he has received payment of **\$534,083.92** prior to this payment. That all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contract or subcontracts for specific portions of said work or for material entering into the construction thereof and the amounts due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to the plans and specifications.

SUBCONTRACTORS NAME AND ADDRESS	DESCRIPTION OF WORK	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Hughes Brothers Construction, Inc. 948 Walker Road, Wildwood, FL 34785	Site Excavation & Utilities	1,719,260.63	670,556.65	270,164.70	778,539.28
Ferguson Waterworks 9692 Florida Mining Blvd, Jacksonville, FL 32257	Utility Supplies	(119,769.12)	(103,480.52)	(3,552.38)	(12,336.22)
Del Zotto Products of Florida, Inc. 4575 West Hwy 40, Ocala, FL 34482	Precast Structures	(29,583.10)	(26,121.88)		(3,461.22)
County Materials Corporation PO Box 435, Astatula, FL 34705	Precast Concrete Pipe	(21,870.33)	(21,870.33)		-
Gradeworks, LLC 851 NW 24th CT, Suite 101, Ocala, FL 34475	Survey & As-Builts	35,493.00	15,000.00	5,000.00	15,493.00
SUBTOTALS		1,583,531.08	534,083.92	271,212.32	778,234.84
HUGHES BROTHERS CONSTRUCTION & Misc Vendors		1,583,531.08	534,083.92	271,212.32	778,234.84
TOTALS		1,583,531.08	534,083.92	271,212.32	778,234.84

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done or in connection with said work other than above stated.

DATE: 2/25/20

SIGNATURE

SUBSCRIBED AND SWORN TO ME THIS 25TH DAY OF FEBRUARY, 2020.

Notary Public



Rachael Mundorff  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG075002  
Expires 2/28/2021

EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **219**

B. Name and address of Payee: **ECS Florida, LLC**  
**14026 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**

C. Amount Payable: **83.75**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 2 - Engineering and Reporting Services - Invoice 792351**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

\_\_\_\_\_  
*Scott Jacob-Jail*

Consulting Engineer

March 23, 2020



PLEASE REMIT TO:

ECS FLORIDA, LLC  
14026 THUNDERBOLT PLACE, SUITE 600  
CHANTILLY, VA 20151

Invoice Date

03/10/2020

Invoice Number

792351

Always Refer to  
Above Number

Page 1 of 1

PROJECT NAME: Beacon Lake Phase 2  
St. Johns County, FL

TO: Mr. Blaz Kovacic  
Meadow View at Twin Creeks Community Dev  
c/o Governmental Management Services, LL  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT No.	BILLED THRU DATE	TERMS
NG5701	35:24691-B	02/29/2020	DUE UPON RECEIPT

Please Pay  
This Amount:

**\$83.75**

Description	Quantity	Units	Unit Price	Extension	Total
<b>Professional Services</b>					
Principal - CMT	0.05	HOUR	\$175.00		\$8.75
Senior Project Manager	0.10	HOUR	\$125.00		\$12.50
				Subtotal:	\$21.25
<b>Miscellaneous Services</b>					
Report #112 On-Site Time	0.50	HOUR	\$125.00		\$62.50
				Subtotal:	\$62.50

\*\*\*\*\*  
\* Invoice Total - Please Remit => **\$83.75**  
\*\*\*\*\*

If you have any questions regarding this  
invoice please contact Chance Leonard at  
904.880.0960

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **220**
- B. Name and address of Payee: **ECS Florida, LLC**  
**14026 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**
- C. Amount Payable: **586.50**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Townhomes - Engineering and Reporting Services - Invoice 792352**
- E. Amount, if any, that is to used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

- I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

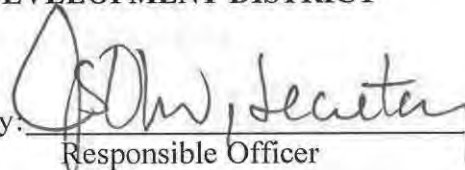
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

March 23, 2020





PLEASE REMIT TO:  
ECS FLORIDA, LLC  
14026 THUNDERBOLT PLACE, SUITE 600  
CHANTILLY, VA 20151

Invoice Date	Invoice Number
03/10/2020	792352
Always Refer To Above Number	

Page 1 of 1

PROJECT NAME: Beacon Lake Townhomes  
St. Johns County, FL

TO: Mr. Blaz Kovacic  
Meadow View at Twin Creeks Community Dev  
c/o Governmental Management Services, LL  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT No.	BILLED THRU DATE	TERMS
NG5701	35:24691-A	02/29/2020	DUE UPON RECEIPT

Please Pay  
This Amount: **\$586.50**

Description	Quantity	Units	Unit Price	Extension	Total
<b>Professional Services</b>					
Close-out Package	1.00	LUMP SUM	\$0.00		\$350.00
Engineering & Reporting Fee	1.00	LUMP SUM	\$0.00		\$21.50
				Subtotal:	\$371.50
<b>Miscellaneous Services</b>					
Asphalt Cores (minimum 3)	3.00	SAMPLE	\$25.00		\$75.00
Report #63 On-Site Time	2.00	HOUR	\$70.00		\$140.00
				Subtotal:	\$215.00

\*\*\*\*\*  
\* Invoice Total - Please Remit =>

\$586.50  
\*\*\*\*\*

If you have any questions regarding this  
invoice please contact Chance Leonard at  
904.880.0960

**\* BILLING SUMMARY \***

Previously Invoiced: \$19,659.75  
Amount This Invoice: \$586.50  
Invoiced to Date: \$20,246.25

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **221**

B. Name and address of Payee: **Mailbox Specialist  
44141 Pinebreeze Blvd  
Callahan, FL 32011**

C. Amount Payable: **24,174.00**

D. Purpose 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 Cost of Issuance, if applicable): **60% Deposit - Beacon Lake Phase 2 mailboxes - Invoice 1234**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

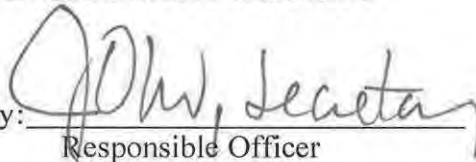
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020

## Shelley Blair

---

**From:** Scott Lockwood  
**Sent:** Friday, March 6, 2020 9:25 AM  
**To:** Danielle Simpson; Shelley Blair; Bernadette Peregrino; Daniel Laughlin; Jim Oliver  
**Cc:** Bruce Parker; Aaron Lyman; Marcy McBride; Blaz Kovacic  
**Subject:** RE: Estimate from MAILBOX SPECIALISTS  
**Attachments:** Estimate\_1235\_from\_MAILBOX\_SPECIALISTS.pdf; Estimate\_1234\_from\_MAILBOX\_SPECIALISTS.pdf

Bruce Parker	BBX	<a href="mailto:bparker@bbxcapital.com">bparker@bbxcapital.com</a>
Blaz Kovacic	BBX	<a href="mailto:bkovacic@bbxcapital.com">bkovacic@bbxcapital.com</a>
Aaron Lyman	BBX	<a href="mailto:alyman@bbxcapital.com">alyman@bbxcapital.com</a>
Marcy McBride	BBX	<a href="mailto:mmcbride@bbxcapital.com">mmcbride@bbxcapital.com</a>
Danielle Simpson	BBX	<a href="mailto:dsimpson@bbxcapital.com">dsimpson@bbxcapital.com</a>
Jim Oliver	Gms	<a href="mailto:joliver@gmsnf.com">joliver@gmsnf.com</a>
Bernadette Peregrino	Gms	<a href="mailto:bperegrino@gmsnf.com">bperegrino@gmsnf.com</a>
Daniel Laughlin	Gms	<a href="mailto:dlaughlin@gmsnf.com">dlaughlin@gmsnf.com</a>
Shelley Blair	Etm	

Re: Meadow View at Twin Creeks CDD      Etm No. E 17-348

Danielle  
Shelley can add these to the requisition list

- A. Beacon Lake P3A – Mailbox Specialist 60% Deposit of 20,296.45 = \$12,177.87
- B. Beacon Lake P2 - Mailbox Specialist 60% Deposit of 40,290.00 = \$24,174.00

Thanks

**Scott Lockwood, P.E.**  
Senior Project Manager / Shareholder  
England-Thims & Miller, Inc.  
d: 904.265.3163  
m: 904-894-5407

---

**From:** Danielle Simpson <[dsimpson@bbxcapital.com](mailto:dsimpson@bbxcapital.com)>  
**Sent:** Friday, March 6, 2020 8:41 AM  
**To:** Scott Lockwood <[LockwoodS@etminc.com](mailto:LockwoodS@etminc.com)>; Shelley Blair <[BlairS@etminc.com](mailto:BlairS@etminc.com)>; Bernadette Peregrino <[bperegrino@gmsnf.com](mailto:bperegrino@gmsnf.com)>; Daniel Laughlin <[dlaughlin@gmsnf.com](mailto:dlaughlin@gmsnf.com)>; Jim Oliver <[joliver@gmsnf.com](mailto:joliver@gmsnf.com)>  
**Cc:** Bruce Parker <[bparker@bbxcapital.com](mailto:bparker@bbxcapital.com)>; Aaron Lyman <[alyman@bbxcapital.com](mailto:alyman@bbxcapital.com)>; Marcy McBride <[mmcbride@bbxcapital.com](mailto:mmcbride@bbxcapital.com)>; Blaz Kovacic <[bkovacic@bbxcapital.com](mailto:bkovacic@bbxcapital.com)>  
**Subject:** FW: Estimate from MAILBOX SPECIALISTS

Good morning!

Can we please add the attached estimate to the March CDD meeting pay request list as well? This is for the mailbox kiosks in phase 3A. We are getting these ordered now to save on the price increase. They will not deliver and install these until we are ready.

**MAILBOX SPECIALISTS**

44141 Pinebreeze Blvd  
Callahan, FL 32011 US  
(904)396-3500  
mailboxspecialists@gmail.com

**ADDRESS**

The Meadow View at Twin  
Creeks Community  
Development District  
c/o Governmental  
Management Services LLC  
475 W. Town Place  
Suite 114  
St. Augustine, FL 32092

**Estimate 1234****DATE 02/26/2020****ACTIVITY****QTY****RATE****AMOUNT****Misc**

1

40,290.00

40,290.00

Beacon Lakes Phase II single family homes 266 lots  
Provide mailboxes and installation.  
Black Traditional upgrade top and base.

**Taxes**

1

0.00

0.00

Sales Taxes 6.5%. Tax exemption form on file

60% deposit required to order mailboxes.

**TOTAL****\$40,290.00**

Accepted By

Accepted Date

THANK YOU!

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **222**

B. Name and address of Payee: **Mailbox Specialist**  
**44141 Pinebreeze Blvd**  
**Callahan, FL 32011**

C. Amount Payable: **12,177.87**

D. Purpose 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 Cost of Issuance, if applicable): **60% Deposit - Beacon Lake Phase 3A mailboxes - Invoice 1235**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

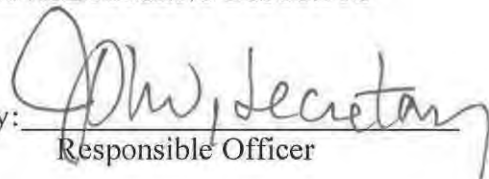
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Attached hereto are copies of the invoice(s) from the vendor of the property acquired or the services rendered, or other appropriate documentation of costs paid, with respect to which disbursement is hereby requested.

**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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\_\_\_\_\_  
Consulting Engineer

March 23, 2020

## Shelley Blair

---

**From:** Scott Lockwood  
**Sent:** Friday, March 6, 2020 9:25 AM  
**To:** Danielle Simpson; Shelley Blair; Bernadette Peregrino; Daniel Laughlin; Jim Oliver  
**Cc:** Bruce Parker; Aaron Lyman; Marcy McBride; Blaz Kovacic  
**Subject:** RE: Estimate from MAILBOX SPECIALISTS  
**Attachments:** Estimate\_1235\_from\_MAILBOX\_SPECIALISTS.pdf; Estimate\_1234\_from\_MAILBOX\_SPECIALISTS.pdf

Bruce Parker	BBX	<a href="mailto:bparker@bbxcapital.com">bparker@bbxcapital.com</a>
Blaz Kovacic	BBX	<a href="mailto:bkovacic@bbxcapital.com">bkovacic@bbxcapital.com</a>
Aaron Lyman	BBX	<a href="mailto:alyman@bbxcapital.com">alyman@bbxcapital.com</a>
Marcy McBride	BBX	<a href="mailto:mmcbride@bbxcapital.com">mmcbride@bbxcapital.com</a>
Danielle Simpson	BBX	<a href="mailto:dsimpson@bbxcapital.com">dsimpson@bbxcapital.com</a>
Jim Oliver	Gms	<a href="mailto:joliver@gmsnf.com">joliver@gmsnf.com</a>
Bernadette Peregrino	Gms	<a href="mailto:bperegrino@gmsnf.com">bperegrino@gmsnf.com</a>
Daniel Laughlin	Gms	<a href="mailto:dlaughlin@gmsnf.com">dlaughlin@gmsnf.com</a>
Shelley Blair	Etm	

Re: Meadow View at Twin Creeks CDD      Etm No. E 17-348

Danielle  
Shelley can add these to the requisition list

- A. Beacon Lake P3A – Mailbox Specialist 60% Deposit of 20,296.45 = \$12,177.87
- B. Beacon Lake P2 - Mailbox Specialist 60% Deposit of 40,290.00 = \$24,174.00

Thanks

**Scott Lockwood, P.E.**  
Senior Project Manager / Shareholder  
England-Thims & Miller, Inc.  
d: 904.265.3163  
m: 904-894-5407

---

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**Sent:** Friday, March 6, 2020 8:41 AM  
**To:** Scott Lockwood <[LockwoodS@etminc.com](mailto:LockwoodS@etminc.com)>; Shelley Blair <[BlairS@etminc.com](mailto:BlairS@etminc.com)>; Bernadette Peregrino <[bperegrino@gmsnf.com](mailto:bperegrino@gmsnf.com)>; Daniel Laughlin <[dlaughlin@gmsnf.com](mailto:dlaughlin@gmsnf.com)>; Jim Oliver <[joliver@gmsnf.com](mailto:joliver@gmsnf.com)>  
**Cc:** Bruce Parker <[bparker@bbxcapital.com](mailto:bparker@bbxcapital.com)>; Aaron Lyman <[alyman@bbxcapital.com](mailto:alyman@bbxcapital.com)>; Marcy McBride <[mmcbride@bbxcapital.com](mailto:mmcbride@bbxcapital.com)>; Blaz Kovacic <[bkovacic@bbxcapital.com](mailto:bkovacic@bbxcapital.com)>  
**Subject:** FW: Estimate from MAILBOX SPECIALISTS

Good morning!

Can we please add the attached estimate to the March CDD meeting pay request list as well? This is for the mailbox kiosks in phase 3A. We are getting these ordered now to save on the price increase. They will not deliver and install these until we are ready.



**MAILBOX SPECIALISTS**

44141 Pinebreeze Blvd  
Callahan, FL 32011 US  
(904)396-3500  
mailboxspecialists@gmail.com

**ADDRESS**

The Meadow View at Twin  
Creeks Community  
Development District  
c/o Governmental  
Management Services LLC  
475 W. Town Place  
Suite 114  
St. Augustine, FL 32092

**Estimate 1235****DATE 03/03/2020****ACTIVITY****QTY****RATE****AMOUNT**

**Misc**  
Beacon Lakes Phase 3A single family homes 134  
lots  
Provide mailboxes and installation.  
Black Traditional upgrade top and base.

1

20,296.45

20,296.45

**Taxes**

Sales Taxes 6.5%. Tax exemption form on file

1

0.00

0.00

60% deposit required to order mailboxes.

**TOTAL****\$20,296.45**

Accepted By

Accepted Date

THANK YOU!

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **223**

B. Name and address of Payee: **Clary & Associates, Inc.  
3830 Crown Point Road  
Suite A  
Jacksonville, FL 32257**

C. Amount Payable: **350.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Townhomes - Map and Description - Invoice 2020-100**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

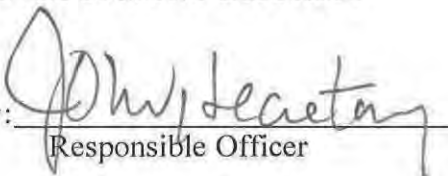
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020

# Clary & Associates, Inc.

3830 Crown Point Road Suite A • Jacksonville, Florida 32257 • (904)260-2703

INVOICE NO: 2020-100  
DATE: 02/28/20

PAGE 1

4458

DELIVER TO:  
REQUESTED BY SCOTT LOCKWOOD

MEADOW VIEW AT TWIN CREEKS CDD  
475 WEST TOWN PLACE, SUITE 114  
SAINT AUGUSTINE, FL 32092

ORDERED BY: BLAZ KOVACIC

---

DESCRIPTION: 02/12/20

W.O. NO. 2020-100

LOT : SJCUD ESMT  
SUBDIVISION: BEACON LAKE UNIT TH  
SECTION : 10 TOWNSHIP: 5S RANGE: 28E  
ADDRESS : ST. JOHNS  
IN NAME OF : MAP AND DESCRIPTION OF 40' WIDE SJCUD  
EASEMENT IN FRONT OF LIFT STATION

MAP & LEGAL

350.00

TOTAL DUE \$350.00

PAYMENT DUE 10 DAYS FROM RECEIPT  
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture);

A. Requisition Number: **224**

B. Name and address of Payee: **Clary & Associates, Inc.  
3830 Crown Point Road  
Suite A  
Jacksonville, FL 32257**

C. Amount Payable: **1,500.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 3A - Plat Administration - Invoice 2019-89-3**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

# Clary & Associates, Inc.

3830 Crown Point Road Suite A • Jacksonville, Florida 32257 • (904)260-2703

INVOICE NO: 2019-89-3  
DATE: 02/28/20

PAGE 1

4764  
MEADOW VIEW AT TWIN CREEKS CDD  
C/O GOVERNMENTAL MGMT SERVICES  
475 WEST TOWN PLACE, SUITE 114  
Saint Augustine FL 32092  
ORDERED BY: BLAZ KOVACIC

DELIVER TO:  
PER CONTRACT

---

DESCRIPTION: 09/20/19

W.O. NO. 2019-89-3

LOT : PLAT  
SUBDIVISION: BEACON LAKE UNIT 3A  
SECTION : 10 TOWNSHIP: 5S RANGE: 28E  
ADDRESS : ST. JOHNS  
IN NAME OF : PLAT ADMINISTRATION FOR PHASE 3A

SUB. SURVEY ADMIN

1,500.00

TOTAL DUE \$1,500.00

PAYMENT DUE 10 DAYS FROM RECEIPT  
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT



**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **225**

B. Name and address of Payee: **Clary & Associates, Inc.**  
**3830 Crown Point Road**  
**Suite A**  
**Jacksonville, FL 32257**

C. Amount Payable: **11,440.0**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 2 Townhomes - Map and Description - Invoice 2018-724-4**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

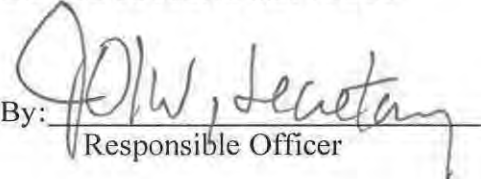
4. each disbursement represents a Cost of the Project which has not previously been paid.

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**MEADOW VIEW AT TWIN CREEKS  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

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

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\_\_\_\_\_  
Consulting Engineer

March 23, 2020

# Clary & Associates, Inc.

3830 Crown Point Road Suite A • Jacksonville, Florida 32257 • (904)260-2703

INVOICE NO: 2018-724-4  
DATE: 02/28/20

PAGE 1

4764  
MEADOW VIEW AT TWIN CREEKS CDD  
C/O GOVERNMENTAL MGMT SERVICES  
475 WEST TOWN PLACE, SUITE 114  
Saint Augustine FL 32092  
ORDERED BY: BLAZ KOVACIC

DELIVER TO:  
PER CONTRACT

---

DESCRIPTION: 02/28/19 W.O. NO. 2018-724-4

LOT : FLC'S  
SUBDIVISION: BEACON LAKE UNIT 2-TH  
SECTION : 10 TOWNSHIP: 5S RANGE: 28E  
ADDRESS : ST. JOHNS  
IN NAME OF : SET FRONT LOT CORNERS

SUB. SURVEY FLC'S

11,440.00

TOTAL DUE \$11,440.00

PAYMENT DUE 10 DAYS FROM RECEIPT  
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **226**

B. Name and address of Payee: **Clary & Associates, Inc.  
3830 Crown Point Road  
Suite A  
Jacksonville, FL 32257**

C. Amount Payable: **11,440.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Unit 2 Townhomes - Map and Description - Invoice 2018-724-5**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

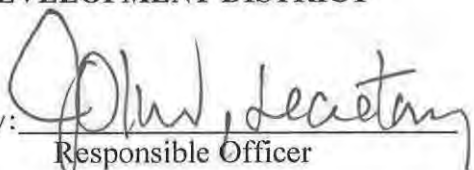
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

March 23, 2020

# Clary & Associates, Inc.

3830 Crown Point Road Suite A • Jacksonville, Florida 32257 • (904)260-2703

INVOICE NO: 2018-724-5  
DATE: 02/28/20

PAGE 1

4764  
MEADOW VIEW AT TWIN CREEKS CDD  
C/O GOVERNMENTAL MGMT SERVICES  
475 WEST TOWN PLACE, SUITE 114  
Saint Augustine FL 32092  
ORDERED BY: BLAZ KOVACIC

DELIVER TO:  
PER CONTRACT

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DESCRIPTION: 03/29/19 W.O. NO. 2018-724-5

LOT : RLC'S  
SUBDIVISION: BEACON LAKE UNIT 2-TH  
SECTION : 10 TOWNSHIP: 5S RANGE: 28E  
ADDRESS : ST. JOHNS  
IN NAME OF : SET REAR LOT CORNERS

SUB. SURVEY RLC'S

11,440.00

TOTAL DUE \$11,440.00

PAYMENT DUE 10 DAYS FROM RECEIPT  
PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

E. Requisition Number: **227**

F. Name and address of Payee: **Mailbox Specialist**  
**44141 Pinebreeze Blvd**  
**Callahan, FL 32011**

G. Amount Payable: **18,480.00**

H. Purpose 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 Cost of Issuance, if applicable): **60% Deposit - Beacon Lake Phase Townhomes mailboxes - Invoice 19043**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020

## Shelley Blair

---

**From:** Blaz Kovacic <bkovacic@bbxcapital.com>  
**Sent:** Tuesday, March 3, 2020 3:04 PM  
**To:** Danielle Simpson; Scott Lockwood  
**Cc:** Oliver James; Shelley Blair; Bernadette Peregrino; Aaron Lyman; Marcy McBride; Bruce Parker; Laughlin Daniel  
**Subject:** Re: Invoice from MAILBOX SPECIALISTS

Deposit only to be on March agenda... They should be processed as they come in and NOT in advance... Thx!

Blaz  
Sent from my iPhone

\$ 18,480  
60% deposit

On Mar 3, 2020, at 2:59 PM, Danielle Simpson <dsimpson@bbxcapital.com> wrote:

Scott-

I am good to approve the deposit only as I will be sending another estimate for phase 3A shortly. Thank you.

Sent from my iPhone

On Mar 3, 2020, at 2:02 PM, Scott Lockwood <LockwoodS@etminc.com> wrote:

**CAUTION:** This email originated from outside of the organization.

Blaz  
Shelley will add it to the monthly requisitions  
However, do we want to pay it all or only 60% as a deposit  
Thanks

**Scott Lockwood, P.E.**  
Senior Project Manager / Shareholder  
England-Thims & Miller, Inc.  
d: 904.265.3163  
m: 904-894-5407

---

**From:** Blaz Kovacic <bkovacic@bbxcapital.com>  
**Sent:** Tuesday, March 3, 2020 1:45 PM  
**To:** Oliver James <joliver@gmsnf.com>; Scott Lockwood <LockwoodS@etminc.com>  
**Cc:** Shelley Blair <BlairS@etminc.com>; Bernadette Peregrino <bperegrino@gmsnf.com>; Danielle Simpson <dsimpson@bbxcapital.com>; Aaron Lyman <alyman@bbxcapital.com>; Marcy McBride <mmcbride@bbxcapital.com>; Bruce



**MAILBOX SPECIALISTS**

44141 Pinebreeze Blvd  
Callahan, FL 32011 US  
(904)396-3500  
mailboxspecialists@gmail.com

**BILL TO**

The Meadow View at Twin  
Creeks Community  
Development District  
c/o Governmental  
Management Services LLC  
475 W. Town Place  
Suite 114  
St. Augustine, FL 32092

**INVOICE 19043**

**DATE** 02/20/2020 **TERMS** 60%  
Deposit

**DESCRIPTION****QTY****RATE****AMOUNT****Misc**

1

30,800.00

30,800.00

Provide Pedestal CBU mailboxes BEACON LAKE  
Townhomes (196 total)  
Color: Black TRADITIONAL

TYPE A. 12- 16 door mailboxes

TYPE C. 1 -8 door mailbox

**Taxes**

1

0.00

0.00

Sales Taxes 6.5%. Exempt letter on file.

Corrected invoice reflecting Townhomes.

60% deposit required to order mailboxes. Takes  
approximately 3-4 to receive the units and have ready  
for installation.

**TOTAL DUE****\$30,800.00****THANK YOU!**

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **228**

B. Name and address of Payee: **ECS Florida, LLC**  
**14026 Thunderbolt Place, Suite 600**  
**Chantilly, VA 20151**

C. Amount Payable: **2,788.50**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 2 - Engineering and Reporting Services - Invoice 786526**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

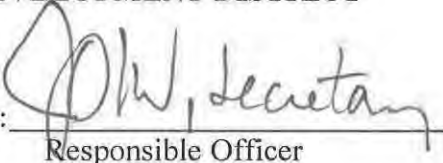
4. each disbursement represents a Cost of the Project which has not previously been paid.

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.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

March 23, 2020



PLEASE REMIT TO:  
ECS FLORIDA, LLC  
14026 THUNDERBOLT PLACE, SUITE 600  
CHANTILLY, VA 20151

Invoice Date	Invoice Number
02/19/2020	786526
Always Refer to Above Number	

Page 1 of 1

PROJECT NAME: Beacon Lake Phase 2  
St. Johns County, FL

TO: Mr. Blaz Kovacic  
Meadow View at Twin Creeks Community Dev  
c/o Governmental Management Services, LL  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT No.	BILLED THRU DATE	TERMS
NG5701	35:24691-B	02/01/2020	DUE UPON RECEIPT

Please Pay  
This Amount: **\$2,788.50**

Description	Quantity	Units	Unit Price	Extension	Total
<b>Professional Services</b>					
Engineering & Reporting Fee	1.00	LUMP SUM	\$0.00		\$253.50
				Subtotal:	\$253.50
<b>Miscellaneous Services</b>					
LBR with Percent Fines	3.00	EACH	\$195.00		\$585.00
Asphalt Cores (minimum 3)	30.00	SAMPLE	\$25.00		\$750.00
Asphalt Cores (minimum 3)	28.00	SAMPLE	\$25.00		\$700.00
Report #108 Field Compaction Unit Testing	5.00	EACH	\$15.00		\$75.00
Report #109 Field Compaction Unit Testing	5.00	EACH	\$15.00		\$75.00
Report #110 On-Site Time	2.00	HOUR	\$70.00		\$140.00
Report #111 On-Site Time	3.00	HOUR	\$70.00		\$210.00
				Subtotal:	\$2,535.00

\*\*\*\*\*  
\* Invoice Total - Please Remit => **\$2,788.50**  
\*\*\*\*\*

If you have any questions regarding this  
invoice please contact Chance Leonard at  
904.880.0960

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **229**

B. Name and address of Payee: **ECS Florida, LLC  
14026 Thunderbolt Place, Suite 600  
Chantilly, VA 20151**

C. Amount Payable: **3,294.50**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A - Engineering and Reporting Services - Invoice 786528**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

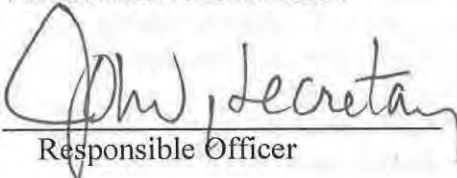
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

March 23, 2020





## PLEASE REMIT TO:

ECS FLORIDA, LLC  
14026 THUNDERBOLT PLACE, SUITE 600  
CHANTILLY, VA 20151

Invoice Date

02/19/2020

Invoice Number

786528

Always Refer to  
Above Number

Page 1 of 1

PROJECT NAME: Beacon Lake Phase 3A  
St. Johns County, FL

TO: Mr. Blaz Kovacic  
Meadow View at Twin Creeks Community Dev  
c/o Governmental Management Services, LL  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

CUSTOMER CODE	PROJECT No.	BILLED THRU DATE	TERMS
NG5701	35:24691-C	02/01/2020	DUE UPON RECEIPT

Please Pay  
This Amount:

**\$3,294.50**

Description	Quantity	Units	Unit Price	Extension	Total
<b>Professional Services</b>					
Engineering & Reporting Fee	1.00	LUMP SUM	\$0.00		\$299.50
				Subtotal:	\$299.50
<b>Miscellaneous Services</b>					
Limerock Bearing Ratio, LBR	5.00	TEST	\$225.00		\$1,125.00
Limerock Bearing Ratio, LBR	1.00	TEST	\$225.00		\$225.00
Asphalt Cores (minimum 3)	12.00	SAMPLE	\$25.00		\$300.00
Report #26 Field Compaction Unit Testing	17.00	EACH	\$15.00		\$255.00
Report #27 Field Compaction Unit Testing	11.00	EACH	\$15.00		\$165.00
Report #28 Field Compaction Unit Testing	16.00	EACH	\$15.00		\$240.00
Report #29 Field Compaction Unit Testing	12.00	EACH	\$15.00		\$180.00
Report #30 On-Site Time	0.50	HOUR	\$70.00		\$35.00
Report #30 Field Compaction Unit Testing	4.00	EACH	\$15.00		\$60.00
Report #31 Field Compaction Unit Testing	8.00	EACH	\$15.00		\$120.00
Report #32 On-Site Time	2.00	HOUR	\$70.00		\$140.00
Report #33 Field Compaction Unit Testing	10.00	EACH	\$15.00		\$150.00
				Subtotal:	\$2,995.00

\*\*\*\*\*  
\* Invoice Total - Please Remit => **\$3,294.50**  
\*\*\*\*\*

If you have any questions regarding this  
invoice please contact Chance Leonard at  
904.880.0960

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **230**

B. Name and address of Payee: **St. Johns Sod Services, LLC**  
**420 CR13A South**  
**Elkton, FL 32033**

C. Amount Payable: **6,270.00**

D. Purpose 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 Cost of Issuance, if applicable): **Phase 1 Bank Sod - Invoice 16565**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;



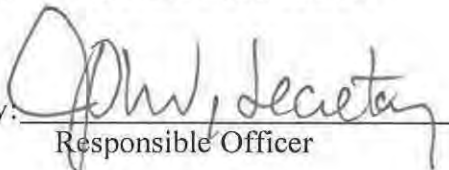
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously 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.

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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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020

St. Johns Sod Services, LLC  
420 CR 13A South  
Elkton, FL 32033

**ST. JOHNS**  
SOD SERVICES LLC.

**BILL TO**  
Danielle Simpson  
Meadow View at Twin Creek CDD  
475 West Town Place Ste 114  
St Augustine, FL 32092

**INVOICE 16565**

**DATE** 02/19/2020 **TERMS** Due on receipt

**DUE DATE** 02/19/2020

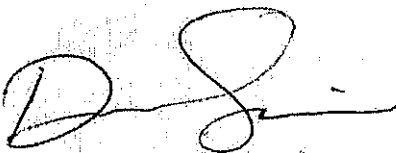
DATE	ACTIVITY	QTY	RATE	AMOUNT
02/13/2020	16+ Pallet Bahia 33 pallets	33	190.00	6,270.00

Phase I Bank Sod

**TOTAL DUE \$6,270.00**

Please remit payments to:

Sterling Commercial Credit  
Attention: Accounts Receivable Department  
10559 Citation Drive, Suite 204  
Brighton, MI 48116

  
02.21.2020

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **231**

B. Name and address of Payee: **FEI-Jacksonville WW #149**  
**PO Box 100286**  
**Atlanta, GA 30384-0286**

C. Amount Payable: **23,831.40**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A Sub - Direct Purchase (Feb 2020)**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

## Shelley Blair

**From:** Scott Lockwood  
**Sent:** Thursday, March 12, 2020 3:27 PM  
**To:** Shelley Blair  
**Subject:** RE: Meadow View at Twin Creeks CDD  
**Attachments:** Ferguson Beacon 3A 1-24-20.pdf

Re: **Meadow View at Twin Creeks CDD** Etm No. E 17-348

Shelley

I sent you Beacon Lake Phase 3A Sub Apps, previously

Please let me know if you need the other invoices, I sent them to you previously

Thanks

Beacon Lake Phase 3A Sub		
Ferguson - CDD Direct		February-2020
Date	Inv. No.	Amount
2/7/2020	1743019-1	\$369.00
2/11/2020	1746852	\$5,328.00
2/18/2020	1750756	\$2,202.00
2/28/2020	CM 109029	-\$19,860.40
10/31/2019	1717979	\$15,039.20
10/30/2019	1716088	\$20,403.60
1/24/2020	1742873-1	\$350.00
	<b>Total</b>	<b>\$23,831.40</b>

Scott Lockwood, P.E.

Senior Project Manager / Shareholder

England-Thims & Miller, Inc.

d: 904.265.3163

m: 904-894-5407

**From:** Scott Lockwood  
**Sent:** Thursday, March 12, 2020 11:41 AM  
**To:** Shelley Blair <BlairS@etm-inc.com>  
**Subject:** Meadow View at Twin Creeks CDD

Re: **Meadow View at Twin Creeks CDD** Etm No. E 17-348

Shelley

I sent you Beacon Lake Phase 3A Sub Apps

It was a negative number with these two additional Invoices attached it will now be positive

Please let me know if you need the other invoices, I sent them to you previously

Thanks

**Beacon Lake Phase 3A Sub**

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

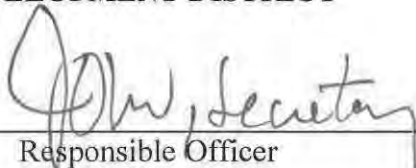
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



Consulting Engineer

March 23, 2020

**WATERWORKS**

9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

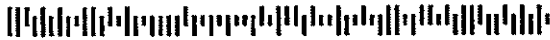
Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1743019-1	\$369.00	55794	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

5026 1 MB 0.439 E0102X I0184 D5837825211 S2 P7135597 0001:0001



MEADOWVIEW AT TWIN CREEKS COMM  
BEACON LAKE PH3 A  
C/O HUGHES BROTHERS CONSTR INC  
948 WALKER RD  
WILDWOOD FL 34785-9402

✓  
RTH  
PCB

**SHIP TO:**

Meadowview at Twin Creeks  
752 COUNTY ROAD 210  
BEACON LAKE PH3 A  
SAINT JOHNS, FL 32259

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	10" ADS STORM	KNS	BEACON LAKE PH3 A	02/07/20	IO 100884
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
60	60	A10650020IBDW	Source Order#: 1714228 10X20 F2648 W/TITE SLD HDPE PIPE # ON PO A10650020IB	6.150	FT	369.00	
			INVOICE SUB-TOTAL			369.00	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
RECEIVED FEB 18 2020							
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TERMS: CASH ON DEMAND

ORIGINAL INVOICE

TOTAL DUE

\$369.00

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, Incorporated by reference. Seller may convert checks to ACH.



**WATERWORKS**

9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1746852	\$5,328.00	55794	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

894 1 A8 0.419 E0181X 10280 D5841783451 S2 P7138467 0001:0001



MEADOWVIEW AT TWIN CREEKS COMM  
BEACON LAKE PH3 A  
C/O HUGHES BROTHERS CONSTR INC  
948 WALKER RD  
WILDWOOD FL 34785-9402

SHIP TO:

COUNTER PICK UP  
9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	FLUSHING HYDRANTS	KNS	BEACON LAKE PH3 A	02/11/20	IO 100901
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
25	25	GBRKNCL	LF 2XCLOSE BRS NIP GBL	16.000	EA	400.00	
10	10	IBRLF9K	LF 2 BRS 90 ELL	33.000	EA	330.00	
10	6	IBRLFCAPK	LF 2 BRS CAP	24.000	EA	144.00	
10	10	FB41777WNL	LF 2 CTS COMP X FIP BALL CURB LW	300.000	EA	3000.00	
10	10	FC8477NL	LF 2 MIP X CTS PJ COUP	69.000	EA	690.00	
5	5	FC1477NL	LF 2 FIP X CTS COMP COUP	80.000	EA	400.00	
20	20	FINSERT55	2 CTS PET INS STFNR	2.200	EA	44.00	
100	100	AX62250100	2X100 CTS DR9 250 PSI REC PURP	1.600	FT	160.00	
100	100	AX42250100	2X100 CTS 250 PSI NSF BLUE	1.600	FT	160.00	
INVOICE SUB-TOTAL						5328.00	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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TERMS:	CASH ON DEMAND	ORIGINAL INVOICE	TOTAL DUE	\$5,328.00
--------	----------------	------------------	-----------	------------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

**WATERWORKS**

9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1750756	\$2,202.00	55794	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW #149  
PO BOX 100286  
ATLANTA, GA 30384-0286

4044 1 MB 0.439 E0151X I0285 D5866244221 S2 P7155975 0001:0001



MEADOWVIEW AT TWIN CREEKS COMM  
BEACON LAKE PH3 A  
C/O HUGHES BROTHERS CONSTR INC  
948 WALKER RD  
WILDWOOD FL 34785-9402

✓ RST

SHIP TO:

MEADOWVIEW AT TWIN CREEKS COMM  
752 COUNTY ROAD 210  
BEACON LAKE PH3 A  
SAINT JOHNS, FL 32259

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FILE	SCH 40 PIPE	KNS	BEACON LAKE PH3 A	02/18/20	IO 100955
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
880	880	P40BEPK20	2X20 FT PVC S40 BE PIPE	70.000	C	476.00	
400	400	P40BEPP20	4X20 FT PVC S40 BE PIPE	190.000	C	760.00	
300	280	P40BEP20	6X20 FT PVC S40 BE PIPE	345.000	C	966.00	
INVOICE SUB-TOTAL						2202.00	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							

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TERMS:	CASH ON DEMAND	ORIGINAL INVOICE	TOTAL DUE	\$2,202.00
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9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

CREDIT MEMO NUMBER	TOTAL DUE	CUSTOMER	PAGE
CM109029	-\$19,860.40	55794	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

10026 1 AB 0.419 E0264X 10460 D5900597831 S2 P7181891 0001:0001



MEADOWVIEW AT TWIN CREEKS COMM  
BEACON LAKE PH3 A  
C/O HUGHES BROTHERS CONSTR INC  
948 WALKER RD  
WILDWOOD FL 34785-9402

✓ RTN

SHIP TO:

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	DIRECT PVC	KNS	BEACON LAKE PH3 A	02/28/20	IC CM0
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1440	1440	DR18PP10	10 C900 DR18 PVC GJ PURP OI:1735288	12.110	FT	-17438.40	
		Cust PO: DIRECT PVC	Job Name: BEACON LAKE PH3 A				
200	200	DR18BP10	10 C900 DR18 PVC GJ BLUE OI:1735288	12.110	FT	-2422.00	
		Cust PO: DIRECT PVC	Job Name: BEACON LAKE PH3 A				
INVOICE SUB-TOTAL						-19860.40	

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MAR 05 2020

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TERMS:

ORIGINAL INVOICE

TOTAL DUE

-\$19,860.40

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0001:0001

**WATERWORKS**

9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

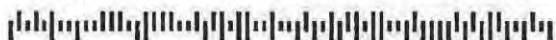
Please contact with Questions: 904-268-2551

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1717979	\$15,039.20	55794	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

2267 1 AB 0.412 E0158 I0294 D5450556537 S2 P6868739 0002:0002



MEADOWVIEW AT TWIN CREEKS COMM  
BEACON LAKE PH3 A  
C/O HUGHES BROTHERS CONSTR INC  
948 WALKER RD  
WILDWOOD FL 34785-9402

**SHIP TO:**

Meadowview at Twin Creeks  
752 COUNTY ROAD 210  
BEACON LAKE PH3 A  
SAINT JOHNS, FL 32259

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	PVC DIRECT	KNS	BEACON LAKE PH3 A	10/31/19	ID 100197
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1300	0	DR18BPP	Source Order#: 1714228		FT	0.00	
1620	0	DR18BPX	4 C900 DR18 PVC GJ BLUE PIPE		FT	0.00	
2220	0	DR18BP10	8 C900 DR18 PVC GJ BLUE PIPE		FT	0.00	
80	0	DR18BPU	10 C900 DR18 PVC GJ BLUE PIPE		FT	0.00	
2400	880	DR18PP12	6 C900 DR18 PVC GJ BLUE PIPE	17.090	FT	15039.20	
200	0	DR18PP10	12 C900 DR18 PVC GJ PURP PIPE		FT	0.00	
2000	0	DR18PPX	10 C900 DR18 PVC GJ PURP PIPE		FT	0.00	
1040	0	DR18PPU	8 C900 DR18 PVC GJ PURP PIPE		FT	0.00	
2020	0	DR18PPP	6 C900 DR18 PVC GJ PURP PIPE		FT	0.00	
			4 C900 DR18 PVC GJ PURP PIPE		FT	0.00	
INVOICE SUB-TOTAL						15039.20	

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

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TERMS:	CASH ON DEMAND	ORIGINAL INVOICE	TOTAL DUE	\$15,039.20
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

**WATERWORKS**

9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

Please contact with Questions: 904-268-2551

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1716088	\$20,403.60	55794	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

2267 1 AB 0.412 E0158X 10293 D5450343397 S2 P6868739 0001:0002



MEADOWVIEW AT TWIN CREEKS COMM  
BEACON LAKE PH3 A  
C/O HUGHES BROTHERS CONSTR INC  
948 WALKER RD  
WILDWOOD FL 34785-9402

✓RTN

SHIP TO:  
Meadowview at Twin Creeks  
752 COUNTY ROAD 210  
BEACON LAKE PH3 A  
SAINT JOHNS, FL 32259

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
149	149	FLE	HDPE	KNS	BEACON LAKE PH3 A	10/30/19	100186
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
240	240	PED11BP40	4X40 DIPS DR11 HDPE PIPE BL STRIPE	389.000	C	933.60	
400	400	PED11B1240	12X40 DIPS DR11 HDPE PIPE BL STRIPE	2960.000	C	11840.00	
280	280	PED11P1040	10X40 DR11 DIPS HDPE PIPE P STRIPE	2725.000	C	7630.00	
INVOICE SUB-TOTAL						20403.60	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							

RECEIVED  
NOV 04 2019

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TERMS:	CASH ON DEMAND	ORIGINAL INVOICE	TOTAL DUE	\$20,403.60
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

# FERGUSON®

## WATERWORKS

EMAIL DUPLICATE INVOICE

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

Deliver To: \*\*ST2 55189-44\*\*  
From: Kent Scaff  
Comments:

Please Contact With Questions:  
407-816-6550

Invoice Number	Customer	Page
1742873-1	55794	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE → 350.00

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

✓ RJN

**Sold To:**

MEADOWVIEW AT TWIN CREEKS COMM  
BEACON LAKE PH3 A  
C/O HUGHES BROTHERS CONSTR INC  
948 WALKER RD

**Ship To:**

MEADOWVIEW AT TWIN CREEKS COMM  
752 COUNTY ROAD 210  
BEACON LAKE PH3 A  
SAINT JOHNS, FL 32259

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
149	149	FLE	UNDERDRAIN	KNS	BEACON LAKE PH3 A	01/24/2020	100788
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
500	500	T140NL125360	MIRAFI 140NL N/WOV 12.5X360 500 SY	0.700	SY	350.00	

Source Order#: 1714228  
Invoice Sub-Total 350.00  
Tax 0.00  
Total Amt 350.00

TOTAL DUE → 350.00

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>  
GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH 'NP' IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- A. Requisition Number: **232**
- B. Name and address of Payee: **FEL-Jacksonville WW #149**  
**PO Box 100286**  
**Atlanta, GA 30384-0286**
- C. Amount Payable: **24,580.00**
- D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase P2 - Direct Purchase (Feb 2020)**
- E. Amount, if any, that is to used for a Deferred Cost:
- F. Fund or Account from which disbursement to be made: The

undersigned hereby certifies that:

- I. ☐ 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 Acquisition and Construction Fund that have not previously been paid;



2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

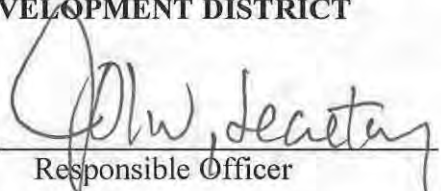
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020

## Shelley Blair

---

**From:** Scott Lockwood  
**Sent:** Friday, March 13, 2020 4:38 PM  
**To:** Shelley Blair  
**Subject:** Meadow View at Twin Creeks CDD

Beacon Lake Phase 2		
Ferguson - CDD Direct		February-2020
Date	Inv. No.	Amount
2/5/2020	1747578	\$3,875.00
2/6/2020	1741640	\$15,435.00
2/19/2020	1741640-1	\$4,340.00
2/2/2020	1747578-1	<del>\$930.00</del>
		\$24,580.00

Shelley  
Here is the update for Ferguson  
I missed the Page 2 for the \$930

Here is the 3A Sub with the \$350 added  
Thanks

Beacon Lake Phase 3A Sub		
Ferguson - CDD Direct		February-2020
Date	Inv. No.	Amount
2/7/2020	1743019-1	\$369.00
2/11/2020	1746852	\$5,328.00
2/18/2020	1750756	\$2,202.00
2/28/2020	CM 109029	-\$19,860.40
10/31/2019	1717979	\$15,039.20
10/30/2019	1716088	\$20,403.60
1/24/2020	1742873-1	\$350.00
	<b>Total</b>	<b>\$23,831.40</b>

Thanks

Scott Lockwood, P.E.  
Senior Project Manager / Shareholder



d: 904.265.3163 | m: 904-894-5407  
[LockwoodS@etminc.com](mailto:LockwoodS@etminc.com)  
[www.etminc.com](http://www.etminc.com)

**WATERWORKS**

9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

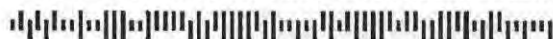
Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1747578-1	\$930.00	54512	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

4043 1 MB 0.439 E0150 I0264 D5866227653 S2 P7155975 0002:0002



MEADOWVIEW AT TWIN CREEKS COMM  
C/O HUGHES BROTHERS CONSTR  
BEACON LAKE PH2 PO#566762  
948 WALKER RD  
WILDWOOD FL 34785-9402

✓  
RTH

SHIP TO:

Meadowview at Twin Creeks  
752 COUNTY ROAD 210  
BEACON LAKE PH2 PO#566762  
SAINT JOHNS, FL 32259

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	566762	KNS	BEACON LAKE PH2 PO#566762	02/19/20	IO 100967
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
6	6	DDFW38C143F	Source Order#: 1741640 17X15X14 BLK MTR BX BLUE KO LID *X	155.000	EA	930.00	
			INVOICE SUB-TOTAL			930.00	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							

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FEB 24 2020

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TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$930.00
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.





9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

Please contact with Questions: 407-816-6550

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1741640-1	\$4,340.00	54512	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

4043 1 MB 0.439 E0150X ID263 D5866227619 S2 P7155975 0001:0002



MEADOWVIEW AT TWIN CREEKS COMM  
C/O HUGHES BROTHERS CONSTR  
BEACON LAKE PH2 PO#566762  
948 WALKER RD  
WILDWOOD FL 34785-9402

✓  
KNS

SHIP TO:

Meadowview at Twin Creeks  
752 COUNTY ROAD 210  
BEACON LAKE PH2 PO#566762  
SAINT JOHNS, FL 32259

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	566762	KNS	BEACON LAKE PH2 PO#566762	02/19/20	IO 100967
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
28	28	DDFW38C143F	17X15X14 BLK MTR BX BLUE KO LID *X	155.000	EA	4340.00	
			INVOICE SUB-TOTAL			4340.00	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							

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**WATERWORKS**

9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

*Beacon PH2*

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1741640	\$15,435.00	54512	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:**

FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

Please contact with Questions: 407-816-6550

4990 1 MB 0.439 E0415X 10674 D5828451767 S2 P7128857 0001:0001



MEADOWVIEW AT TWIN CREEKS COMM  
C/O HUGHES BROTHERS CONSTR  
BEACON LAKE PH2 PO#566762  
948 WALKER RD  
WILDWOOD FL 34785-9402

*/RM***SHIP TO:**

Meadowview at Twin Creeks  
752 COUNTY ROAD 210  
BEACON LAKE PH2 PO#566762  
SAINT JOHNS, FL 32259

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	566762	KNS	BEACON LAKE PH2 PO#566762	02/06/20	IO 100877
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
147	147	DDFW37C123T	17X11X12 BLK MTR BX BLUE TR LID *X	105.000	EA	15435.00	
28	0	DDFW38C143F	17X15X14 BLK MTR BX BLUE KO LID *X		EA	0.00	
INVOICE SUB-TOTAL						15435.00	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
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TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$15,435.00
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

**#FERGUSON®****WATERWORKS**9692 FLORIDA MINING BLVD W  
BUILDING #100  
JACKSONVILLE, FL 32257

Beacon PH2

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1747578	\$3,875.00	54512	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN  
MAKING PAYMENT AND REMIT TO:FEL-JACKSONVILLE WW -#149  
PO BOX 100286  
ATLANTA, GA 30384-0286

Please contact with Questions: 407-816-6550

2290 1 AB 0.419 E0161X I0284 D5824042179 S2 P7124547 0001:0001

MEADOWVIEW AT TWIN CREEKS COMM  
C/O HUGHES BROTHERS CONSTR  
BEACON LAKE PH2 PO#566762  
948 WALKER RD  
WILDWOOD FL 34785-9402

## SHIP TO:

Meadowview at Twin Creeks  
752 COUNTY ROAD 210  
BEACON LAKE PH2 PO#566762  
SAINT JOHNS, FL 32259

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
149	149	FLE	566762	KNS	BEACON LAKE PH2 PO#566762	02/05/20	IO 100870
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
31	25	DDFW38C143F	Source Order#: 1741640 17X15X14 BLK MTR BX BLUE KO LID *X	155.000	EA	3875.00	
			INVOICE SUB-TOTAL			3875.00	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							

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TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$3,875.00
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0001:0001

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS, SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **233**

B. Name and address of Payee: **KAD Electric Company**  
**PO Box 8567**  
**Fleming Island, FL 32006-0014**

C. Amount Payable: **23,700.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lakes - Electric work - Invoice 4231**

E. Amount, if any, that is to be used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

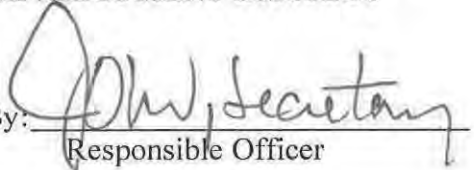
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020





**ELECTRIC COMPANY**  
EC0001925

**KAD ELECTRIC COMPANY**  
**P.O. BOX 8567**  
**FLEMING ISLAND FL 32006-0014**

**PAST DUE**

**Invoice**

DATE	INVOICE #
12/18/2019	4231

<b>BILL TO</b>					
Meadow View at Twin Creeks CDD 475 West Town Place Suite 114 St. Augustine FL 32902					
		<b>P.O. NO.</b>	<b>TERMS</b>	<b>JOB</b>	
			Due on receipt	19-400	
ITEM	QUANTITY	DESCRIPTION		RATE	AMOUNT
Elec. Labor	1	Job: Beacon Lakes Aaron Lyman As per proposal dated 070219 and material. Added electrical panel with meter and power to 2 stop signs in area A. Boring conduit under intersection Added electrical power to sign from existing panel B Area B Boring conduit under intersection Added electrical panel with meter and power to 2 stop signs in Area C Boring conduit under intersection twice.		23,700.00	23,700.00
Thank you for your business. We appreciate it very much.			<b>Total</b>		\$23,700.00
			<b>Payments/Credits</b>		\$0.00
<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>		<b>Balance Due</b>	\$23,700.00
904-541-1000	904-215-3475	LDEASE@AOL.COM			

**FORM OF REQUISITION  
MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **234**

B. Name and address of Payee: **Top Line Recreation  
2922 Howland Blvd,Suite 4  
Deltona, FL 32725**

C. Amount Payable: **39,150.39**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Playground Equipment - Invoice 2412**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

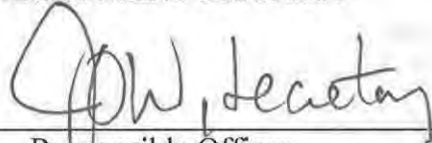
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;
4. each disbursement represents a Cost of the Project which has not previously 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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020



**Top Line Recreation, Inc.**  
 2922 HOWLAND BLVD -  
 SUITE 4  
 Deltona, FL 32725  
 (800)921-4509  
 soniap@toplinerec.com  
 http://www.toplinerec.com



## INVOICE

### BILL TO

MEADOW VIEW AT TWIN  
 CREEKS CCD  
 475 West Town Place | Suite  
 114  
 ST AUGUSTINE, FL 32902

### SHIP TO

MEADOW VIEW AT TWIN  
 CREEKS CCD  
 475 West Town Place | Suite  
 114  
 ST AUGUSTINE, FL 32902

**INVOICE # 2412**

**DATE 12/04/2019**

**DUE DATE 12/19/2019**

**TERMS Net 15**

### SALES REP

WILL JOHNSON

### QUOTE

TLRQ2802-05

ACTIVITY	QTY	RATE	AMOUNT
<b>PLAYGROUND</b>	1	0.00	0.00
PLAYGROUND EQUIPMENT 134-116370-2 /			
134-116371-2 / 134-116372-2 + 8 BENCHES			
TOTAL CONTRACT PRICE = \$79,746.56			
DEPOSIT 50% = \$ 39,873.28 - PAID			
FINAL INVOICE = \$39,873.28 = THIS INVOICE			
<b>PLAYGROUND</b>	0.50	79,746.56	39,873.28
Beacon Lake - Pocket Parks			

### Playground Equipment

Beacon Lake Pocket Park - Area 1 - 134-  
 116370-2

1 X 134-116370-2 BCI Burke Voltage/Basics  
 Proposal - See Attached Drawing  
 5.0% Discount

1 X ENG1 FL Professional Engineer Sealed  
 Drawings and Calculations

Beacon Lake Pocket Park - Area 5 - 134-  
 116371-2

1 X 134-116371-2 BCI Burke Basics Proposal -  
 See Attached Drawing  
 5.0% Discount

1 X ENG2 FL Professional Engineer Sealed  
 Drawings and Calculations

Beacon Lake Pocket Park - Area 6 & 7 - 134-  
 116372-2

1 X 134-116372-1 BCI Burke Basics Proposal

## ACTIVITY

## QTY

## RATE

## AMOUNT

(Swings) - See Attached Drawing

5.0% Discount

1 X ENG3 FL Professional Engineer Sealed  
Drawings and Calculations

1 X FREIGHT - BURKE Shipping and Handling  
to St. Augustine, FL (All 3 Burke Proposals)

Benches - Various Parks

8 X PW - 1304-06 DuPont Circle Series Benches  
- Surface Mount

Model: 1304-06 - 6' DuPont Circle Bench with  
Back, Plank

Color=Weathered Wood, Frame Color=550  
White

1 X FREIGHT - PW Shipping and Handling to St.  
Augustine, FL (Benches)

1 X INSTALL-B Installation of Burke Play  
Equipment: 134-116370-2; 134-116371-2;  
134-116372-2

Installation of (8) Benches

\*Slab for surface mount benches - BY OTHERS.

\*This does not include services for any  
unforeseen/unusual site  
conditions. Any additional work required to  
complete construction may  
result in additional charges unless quoted  
otherwise.

\*This price is only valid if all parks are installed  
simultaneously.

Surfacing - Engineered Wood Fibers  
(Playground Mulch)

Based on 15" to settle to 12" in Entire Area.

1 X COWART AREA 1:

153 Cubic Yards Engineered Wood Fibers,  
Delivered

\*Based on Area of 3300 SF; 15" to Settle to 12"

1 X COWART AREA 5:

118 Cubic Yards Engineered Wood Fibers,  
Delivered

\*Based on Areas as follows:

Swings: 1200 SF, 15" to settle to 12"

Freestanding Equipment: 1340 SF, 15" to settle  
to 12"

1 X COWART AREA 6:

34 Cubic Yards Engineered Wood Fibers,  
Delivered

\*Based on Area of 720 SF; 15" to Settle to 12"

1 X COWART AREA 7:

34 Cubic Yards Engineered Wood Fibers,

ACTIVITY	QTY	RATE	AMOUNT
Delivered			
*Based on Area of 720 SF; 15" to Settle to 12"			
1 X INSTALL-B Installation of Total of 339 Cubic Yards EWF			
*Excavation of all areas, by others, to square footage specified and 12" Depth.			
1 X INSTALL-B Supply & Install Approximately 7280 SF Filter Fabric \$			
1 X INSTALL-B Haul Off Excavated Material			
1 X INSTALL-B Permitting (This does not include the Cost of the Actual Permit)			
*If your jurisdiction requires erosion control and/or ADA walkways above our scope of work stated there will be an additional charge for these added services.			
*Customer must provide Parcel Number for EACH Park Location (4) and/or exact address.			
NOTE: Any Required Excavation - By Others.			
1 X TLRC Top Line Courtesy Discount			
PERMITS	1	-722.89	-722.89
BUILDING PERMITS- NO PERMIT NEEDED, PERMIT FEE REMOVED.			

Thank you for your business!

BALANCE DUE

**\$39,150.39**

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

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A. Requisition Number: **235**

B. Name and address of Payee: **Xylem Water Solutions USA, Inc.**  
**2152 Sprint Blvd**  
**Apopka, FL 32703**

C. Amount Payable: **1,299.00**

D. Purpose 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 Cost of Issuance, if applicable): **Beacon Lake Phase 3A Sub- Direct Purchase (Feb 2020)**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

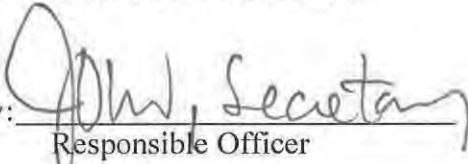
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.



\_\_\_\_\_  
Consulting Engineer

March 23, 2020

# Xylem Water Solutions U.S.A., Inc.

2152 SPRINT BLVD.  
APOPKA, FL 32703  
Tel.(407)880-2900 Fax:(407)880-2962

REMIT TO

26717 Network Place  
Chicago, IL 60673-1267

INVOICE			YOUR PURCHASE ORDER BEACON LAKES PH 3A	
INVOICE NO. 3556B08877	FUS NO. C61174	DATE SHIPPED 2/14/20	DELIVERY NOTE G33558	
INVOICE DATE 2/14/20	TRN A3	WHS 220	PAYMENT TERMS 100% N45 FROM INVOICE	

Sold To:

Customer No. 207657

Ship To:

Global No. 5021531

MDWS VIEW ATTY TWIN CREEKS CMN

475 W TOWN PL STE 114  
SUITE 114  
SAINT AUGUSTINE FL 32092-3649

CENTRAL FLORIDA LIFT STATIONS  
Scott Gingerich 407-575-0893  
1160 EAST INDUSTRIAL DRIVE  
ORANGE CITY FL 32763

FREIGHT TERMS Jobsite		DELIVERY TERMS Prepaid		ORDER PROCESSED BY FLYGT-ORLANDO, FL BRANCH	
SHIP VIA Shipper choice-Ground		ORDER TEXT SIGNED QT 2019-APO-0861		CUSTOMER TEXT CJAAP 2019-APO-0861	
LINE	ITEM/DESCRIPTION	QUANTITY SHIPPED UM	UNIT PRICE DISCOUNT/CHARGE	NET PRICE	EXTENDED AMOUNT
001	BEACON LAKES - PH3A 1400000690009A START UP, FLYGT, NO TAX MODELS: 3000, 7000, 8000	1-TP 1 EA	1,299.00	1,299.000	1,299.00
SUB-TOTAL OF POSITIONS					1,299.00
** ADD NO S & H CHARGES **					
NET AMOUNT BEFORE TAXES USD					1,299.00
RECEIVED FEB 24 2020 BY:					
ORDER TOTAL USD					1,299.00

**FORM OF REQUISITION**  
**MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL ASSESSMENT BONDS,SERIES 2019**

The undersigned, a Responsible Officer of the Meadow View at Twin Creeks Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the Issuer to Bank National Association, as trustee (the "Trustee"), dated as of November 1, 2016, as supplemented by that certain Fourth Supplemental Trust Indenture dated as of February 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

A. Requisition Number: **236**

B. Name and address of Payee: **Environmental Resource Solutions, Inc.**  
**3550 St. Johns Bluff Road**  
**Jacksonville, FL 32246**

C. Amount Payable: **280.00**

D. Purpose 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 Cost of Issuance, if applicable): **Professional Services related to Beacon Lakes Phase 3B - Invoice 36698**

E. Amount, if any, that is to used for a Deferred Cost:

F. Fund or Account from which disbursement to be made: 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 Acquisition and Construction Fund that have not previously been paid;

2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund;

3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the Project;

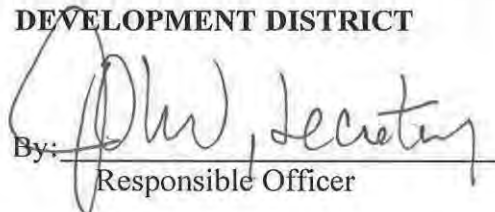
4. each disbursement represents a Cost of the Project which has not previously been paid.

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  
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 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 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.

  
\_\_\_\_\_  
Consulting Engineer

March 23, 2020



**Environmental Resource Solutions**  
A division of SES Energy Services LLC  
3550 St. Johns Bluff Road South  
Jacksonville, FL 32224

Meadow View at Twin Creeks CDD  
Blaz Kovacic  
C/O Governmental Management Services, Inc.  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Invoice number 36698

Date 02/29/2020

Project 19109.00 Beacon Lake Phase 3B (SES  
1G001.7782.0001.50)

Professional Services provided through February 29, 2020

**19109.00 PROFESSIONAL SERVICES**

Professional Personnel

	Units	Rate	Billed Amount
Environmental Technician II	0.50	65.00	32.50
Sr. Environmental Scientist II	1.50	165.00	247.50
subtotal			280.00

Invoice total **280.00**

*SJRWMD legal documentation coordination.*

*E.*

# Meadow View at Twin Creeks

Community Development District

Construction Funding Request #9

April 20, 2020

Req. PAYEE

<b>237</b>	<b>West Orange Nurseries Inc</b> Beacon Lake Entry #2 & Townhomes - Application for Payment #2	\$	251,951.29
<b>238</b>	<b>Clary &amp; Associates Inc</b> Beacon Lake Phase 4 - Additional Topo Inv #2020-133	\$	4,050.00
<b>239</b>	<b>Clary &amp; Associates Inc</b> Beacon Lake TH - Plat affidavit, prepare maps & description - Invoice 2020-176	\$	1,750.00
<b>240</b>	<b>Hughes Brothers Construction Inc</b> Contractor Application for Payment #5 - Beacon Lake Phase 3A Parkway	\$	93,941.50
<b>241</b>	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 3A Payment #6	\$	425,712.66
<b>242</b>	<b>Ferguson Water Works</b> Beacon Lakes Phase P2 - Direct Purchase Mar 2020	\$	1,072.00
<b>243</b>	<b>Ferguson Water Works</b> Beacon Lakes Phase 3A Sub - Direct Purchase Mar 2020	\$	115.00
<b>244</b>	<b>Hughes Brothers Construction Inc</b> Beacon Lake Phase 2 Payment #16	\$	42,284.38
<b>245</b>	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 3A CEI Services WA#17 Mar20 Inv #193696	\$	1,731.24
<b>246</b>	<b>England Thims &amp; Millier Inc</b> Beacon Lake Community Park and Garden -Design Phase WA#20 Feb20 Inv #193697	\$	2,878.37
<b>247</b>	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 3B (200 Lots Only) WA#15 Mar20 Inv #193694	\$	2,010.52
<b>248</b>	<b>England Thims &amp; Millier Inc</b> Beacon Lake Phase 2B (WA#18) - Invoice 193695	\$	1,995.00
<b>249</b>	<b>England Thims &amp; Millier Inc</b> Beacon Lakes Townhomes Bidding & CEI Services (WA#10) Invoice 193690	\$	3,857.97
<b>250</b>	<b>Environmental Resource Solutions, Inc</b> Professional Services related to Beacon Lakes Phase 3B - Invoice 36791	\$	907.50
<b>251</b>	<b>Sterling Specialties, Inc.</b> Beacon Lake - Entrance and Exit gate at Kayak Launch- Invoice 10193	\$	600.00
<b>252</b>	<b>Harbinger</b> Beacon Lake Street signs - Invoice 23405-6	\$	215.00
<b>253</b>	<b>ECS Florida LLC</b> Beacon Lake Phase 3A - Engineering and Reporting Services - Invoice 802606	\$	4,521.00
<b>254</b>	<b>Basham Lucas</b> Beacon Lake - Invoice 8086	\$	3,800.00
<b>255</b>	<b>KAD Electric Company</b> Beacon Lakes Amenity Center - Invoice 4289	\$	415.00

# Meadow View at Twin Creeks

Community Development District

Construction Funding Request #9

April 20, 2020

Req. PAYEE

256	<b>West Orange Nurseries Inc</b> Landscaping to hide wells - Invoice 12004	\$	2,970.00
257	<b>West Orange Nurseries Inc</b> Beacon Lake Entry #2 & Townhomes - Application for Payment No. 2	\$	49,973.63
258	<b>West Orange Nurseries Inc</b> Beacon Lake Phase 2 Parkway - Application for Payment No. 1	\$	78,750.00
259	<b>West Orange Nurseries Inc</b> Beacon Lake Parks - Application for Payment No. 4-Retainage	\$	16,564.54
260	<b>West Orange Nurseries Inc</b> Beacon Lake Phase 1 - Sod and Irrigation - Invoice 12002	\$	19,450.00
261	<b>Hughes Brothers Construction Inc</b> Contractor Application for Payment #6 - Beacon Lake Phase 3A Parkway (Reduced Retainage)	\$	49,957.65
262	<b>Hughes Brothers Construction Inc</b> Contractor Application for Payment #7 - Beacon Lake Phase 3A ( Reduced Retainage)	\$	83,392.78
263	<b>Environmental Services, Inc.</b> Professional Services related to Protected Tree Inventory - Invoice TC01888	\$	2,500.00
264	<b>England Thims &amp; Millier Inc</b> Beacon Lakes Phase 2 Bidding and CEI Services (WA#11) Invoice 193691	\$	13,054.25
<b>Total Funding Request</b>		<b>\$</b>	<b>1,160,421.28</b>

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

## MEADOW VIEW AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

2019 Bond Series

REQUISITION SUMMARY

April 23, 2020

**2019 SPECIAL ASSESSMENT BONDS REQUISITIONS****TO BE APPROVED**

4/23/2020	237	West Orange Nurseries, Inc.	Beacon Lake Entry #2 & Townhomes - Application for Payment No. 2	\$	251,951.29
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			TOTAL REQUISITIONS TO BE APPROVED April 23, 2020		
			\$1,160,421.28		