

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

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

MASTER DOCK EASEMENT AGREEMENT

THIS MASTER DOCK EASEMENT AGREEMENT (“**Master Easement Agreement**”) is made and entered into this 28th day of June, 2021, by and between:

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

Beacon Lake Community Association, Inc., a Florida non-for-profit corporation, with an address of 414 Old Hard Road, Suite 502, Fleming Island, Florida 32003, its successors, Subgrantees (as defined herein), and assigns (the “**Grantee**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure improvements, which improvements primarily benefit the residents of Beacon Lake (the “**Development**”); and

WHEREAS, the District is the owner of that certain waterbody and storm water management facility within the Development more particularly described as Tract 48, Beacon Lake Phase 1, according to the map or plat thereof recorded in Map Book 89, Page 53, of the public records of St. Johns County, Florida, and is the owner of that certain waterbody and storm water management facility within the Development more particularly described as Tract 6, Beacon Lake Phase 3A, according to the map or plat thereof recorded in Map Book 101, Page 78, of the public records of St. Johns County, Florida (the “**Waterbody**”); and

WHEREAS, the Waterbody is a component of the Development’s master storm water system which storm water system is operated and maintained by the District pursuant to the provisions of that certain Environmental Resource Permit Numbers 99121-9 (Beacon Lake Phase 1), 99121-29 (Beacon Lake Amenity), 99121-36 (Beacon Lake Phase 2), and 99121-43 (Beacon Lake Phase 3A), issued by the St. Johns Water Management District (the “**Storm Water Permit**”); and

WHEREAS, the District has adopted that certain master dock plan, a true and correct copy of which is attached hereto as **Exhibit A** (the “**Master Dock Plan**”), which Master Dock Plan establishes certain terms and conditions upon which the District is willing to permit the

construction of docks over, within, and upon the Waterbody for the benefit of certain platted lots which are adjacent to and share a common boundary line with the Waterbody (each a “**Benefitted Lot**” and collectively, the “**Benefitted Lots**”); and

WHEREAS, Grantee has requested and the District has agreed to grant to Grantee this Master Easement Agreement granting to Grantee, and such successors, Subgrantees, or assigns of Grantee as may acquire rights hereunder, a perpetual, non-exclusive, divisible, and assignable easement over, within, and upon the portions of the Waterbody more particularly identified herein for the purpose of permitting Grantee, or such successors, Subgrantees, or assigns of Grantee as may acquire rights hereunder, to construct, repair, own, maintain, and enjoy Dock Structures (hereinafter defined) located within the Waterbody for the benefit of the Benefitted Lots (the “**Master Dock Easement**”); and

WHEREAS, the District and Grantee desire to set forth the terms of their mutual agreement regarding the Master Dock Easement granted to Grantee pursuant to this Master Easement Agreement.

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

1. **Incorporation of Recitals.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Master Easement Agreement.

2. **Grant of Master Dock Easement.** The District hereby grants and conveys to Grantee the Master Dock Easement over that portion of the Waterbody lying within an area bounded by the platted boundary line of the Waterbody and a line lying 25 feet waterward of such platted boundary line (the “**Dock Easement Area**”). The Master Dock Easement shall permit Grantee and its successors, Subgrantees, or assigns, the right to:

A. Subject to Grantee’s, or its successors, Subgrantees, or assigns’ compliance with the provisions of Sections 3 and 5 of this Master Easement Agreement, construct, repair, own, maintain, and enjoy Dock Structures within the Dock Easement Area provided that the same are located and constructed in accordance with the provisions of this Master Easement Agreement and the Master Dock Plan. The term “**Dock Structure**” shall refer to any private dock constructed in the Waterbody and located adjacent to the rear boundary line of the Benefitted;

B. The right to install, own, maintain, repair and replace pilings, if any, on the bottom of the Waterbody supporting Dock Structures and the component parts thereof as the same may be constructed, repaired, and reconstructed from time to time provided that the same are located within the Dock Easement Area and as the same may be further regulated by the provisions of any Assignment of Dock Rights (as herein defined); and

C. Access and cross those portions of the Waterbody lying outside of the Dock Easement Area for the purpose of constructing, repairing, maintaining, and reconstructing Dock Structures located within the Dock Easement Area.

3. **Conditions of the Master Dock Easement.** The Master Dock Easement granted in Section 2, above, is subject to the following terms and conditions:

- A. Grantee's and any Subgrantee's, as appropriate, access to and use of the Waterbody for the purposes contemplated by this Master Easement Agreement are limited to the scope of the Master Dock Easement granted herein;
- B. Grantee or any Subgrantee, as appropriate, shall be fully responsible at Grantee's or Subgrantee's, as the case may be, cost for the construction, repair, maintenance, and reconstruction of Dock Structures located within the Dock Easement Area pursuant to the Master Dock Easement;
- C. All Dock Structures located in the Dock Easement Area shall be accessed, constructed, repaired, maintained, reconstructed, owned, and enjoyed in strict accordance with all applicable laws, regulations, codes, permits (including the Storm Water Permit), the Master Dock Plan, and this Master Easement Agreement;
- D. The Grantee or any respective Subgrantee, as applicable, shall ensure that the installation and maintenance of the Dock Structure does not damage any property of District or any third party's property, and, in the event of any such damage, the Grantee or the applicable Subgrantee whose conduct resulted in the damage shall immediately repair the damage or compensate the District for such repairs, at the District's option.
- E. The Dock Easement Area shall be kept free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Grantee or any Subgrantee's exercise of rights under this Agreement or any applicable Assignment of Dock Rights, and the Grantee or the applicable Subgrantee whose conduct resulted in the imposition of such claim or lien shall immediately discharge any such claim or lien.
- F. Any individual Dock Structure constructed pursuant to the Master Dock Easement shall have a maximum surface area of 130 square feet. For purposes of the previous sentence, the square footage limitation shall be calculated by the area of the Dock Structure located within the Dock Easement Area and shall not include any portion of the Dock Structure located upon the Benefitted Lot upon which the applicable Dock Structure may be affixed;
- G. Any individual dock structure constructed pursuant to the Master Dock Easement shall be setback no less than 5 feet from the side lot lines extended of the subject Benefitted Lot; and
- H. Upon completion of the installation, the Dock Structure will be owned by the owner of the Benefitted Lot to which the Dock Structure is affixed.

4. **Contribution.** In consideration for the District entering into this Master Easement Agreement, Grantee shall cause Heartwood 23, LLC to contribute infrastructure to the District constituting a portion of the District's "Master Project," as defined in that *First Supplemental Engineer's Report for Master Infrastructure – Phase 1 and Future Phases Capital Improvement Plan*, dated October 6, 2016, as amended and/or supplemented from time to time) – with no right of reimbursement to Heartwood 23, LLC, Grantee, any Subgrantee, or any other entity or individual. Such contribution shall be worth at least Forty-Two Thousand Seven Hundred Fifty Dollars (\$42,750) (based on \$750 per planned dock, with 57 total planned docks), which contribution shall represent a partial off-set to the District for the District's costs in constructing the Waterbody.

5. **Conditions for Construction of Dock Structures.** No Dock Structure shall be constructed within the Dock Easement Area until Grantee, or a Subgrantee, as applicable, satisfies the following conditions:

- A. Delivery to the District of an application in such form as may be established by the District from time to time including plans reflecting the proposed location and manner of construction of the dock structure and its compliance with the requirements of the Master Dock Plan and the terms and conditions of this Master Easement Agreement;
- B. In the event that applicant for construction of a dock structure is a Subgrantee, a copy of the applicable Assignment of Dock Rights between Grantee and such Subgrantee granting it rights to construct the dock structure for the benefit of such Subgrantee's lot or lots is furnished to the District.
- C. Upon delivery of the materials identified in items A. through B. of this Section 5, the District Manager shall verify the completeness of the dock application and its conformity with the terms and conditions of this Master Easement Agreement. Following such verification, the District Manager shall cause the dock application to be forwarded to the District Engineer who shall review the dock application for conformity with the provisions of the Master Dock Plan. Upon the District Engineer's verification of the dock application's conformity with the Master Dock Plan, as communicated to the District Manager in writing, the District Manager shall advise the applicant of approval of the dock application. Review of the dock application and supporting materials shall be limited to, and granted upon, a determination of compliance of the proposed Dock Structure with the terms and conditions of this Master Easement Agreement and the Master Dock Plan. In no event shall any approval of the dock application by the District be deemed a representation or warranty by the District, or any supervisor, officer, or agent thereof, of the sufficiency or adequacy of the design of or materials to be incorporated into the Dock Structure or the compliance of the subject dock structure with any other applicable laws, regulations, codes, or permits which may be applicable to or required for construction of the dock structure. Approval of any Dock Structure

by the District shall not waive any approvals which may be required of the Beacon Lake Community Association, Inc., a Florida not for profit association, under any restrictive covenants which may be applicable to the Development.

6. **Access.** The District hereby grants Grantee and Subgrantees and their contractors the limited right to access the Dock Easement Area from time to time for the purposes described in this Master Easement Agreement. Grantee or a Subgrantee, as the case may be, shall use all due care to accomplish the construction, repair, maintenance, and reconstruction of dock structures within the Dock Easement Area without damage to any other Dock Structures within the Dock Easement Area or any storm water structures or improvements located in the Waterbody, or the functionality of the Waterbody's drainage system. Grantee or such Subgrantee, as the case may be, shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of Grantee's or such Subgrantee's use of the Waterbody or Dock Easement Area under this Master Easement Agreement.

7. **Subgrantees.** Subject to the provisions of this Section 7, Grantee is expressly permitted to partially assign Grantee's rights under this Master Easement Agreement (each an "Assignment of Dock Rights") to owners of Benefitted Lots and their successors and assigns (each a "Subgrantee"). Each Assignment of Dock Rights shall be memorialized in writing in substantially the form attached hereto as **Exhibit B**. Grantee agrees that it shall not convey title to any Benefitted Lot which has been improved with a dock structure without contemporaneously delivering an Assignment of Dock Rights to the party acquiring title to the Benefitted Lot. Grantee acknowledges and agrees that, as provided by the provisions of the Master Dock Plan, Grantee shall be limited to a maximum of fifty-seven (57) Assignments of Dock Rights (the "Dock Limit"). Grantee further acknowledges that as result of the Dock Limit that the number of dock structures which may be permitted to be constructed within the Dock Easement Area is less than the number of platted lots adjacent to the Waterbody and that ownership of a platted lot adjacent to the Waterbody shall not create any right or entitlement to a dock structure associated with such platted lot.

8. **Maintenance and Repair of Dock Structures; Remedies.** Each Subgrantee as an owner of a Benefitted Lot shall repair and maintain the Dock Structure affixed to the subject Benefitted Lot in good condition and repair, at such Subgrantee's sole cost and expense, and if necessary shall replace said Dock Structure from time to time, in accordance with the specifications in which the Dock Structure was originally constructed. In the event that any Subgrantee fails to maintain, repair or replace the Dock Structure affixed to its Benefitted Lot as required by this section, the District shall have the right, but not the obligation, to perform such maintenance, repair or replacement at such Subgrantee's sole cost and expense, which such Subgrantee shall reimburse to the District within ten (10) days of written demand to such Subgrantee. In the event that the subject Subgrantee fails to reimburse the District as required by this section within such 10-day period, then the amount due by such Subgrantee to the District shall accrue interest at the rate of ten percent (10%) per annum from the date due until actually paid, and the District shall have the right to record a lien in the public records of St. Johns County, Florida against title to the Benefitted Lot and/or such Subgrantee's interest in the Master Dock Easement and Dock Easement Area, to secure any amount owed by such Subgrantee to the District in accordance with this section, and to foreclose on such lien in accordance with Florida law.

9. Indemnification; Insurance

a. Each Subgrantee by receiving an Assignment of Dock Rights or by taking title to a Benefitted Lot improved with a Dock Structure, as applicable, agrees to and shall indemnify and hold harmless the District, and its supervisors, officers, and agents (all of the foregoing collectively, the "Indemnified Parties from and against any claims, losses or liabilities arising out of or related to the use of the Dock Structure affixed to such Subgrantee's Benefitted Lot. The subject Subgrantee's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on the subject Dock Structure or as a result of a person falling or jumping from the subject Dock Structure; (b) claims arising out of the utilization of the subject Dock Structure to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the subject Dock Structure; and (d) claims arising out of such Subgrantee's, its family, guests, contractors and subcontractors, and employees dumping of or discharging any debris or substance in the Waterbody.

b. Subgrantee's contractors (and their subcontractors, employees, and materialmen) performing work for Subgrantee in the Dock Easement Area pursuant to this Master Easement Agreement and any applicable Assignment of Dock Rights shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the District as an insured, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by the District.

10. Compliance with Laws, Rules and Policies. Grantee, for so long as it shall have any interest in the Dock Easement Area, and all Subgrantees, as to their respective interests in the Dock Easement Area, shall comply at all times with relevant statutes and regulations applicable to the purposes contemplated by this Master Easement Agreement and shall, upon request of the District, provide proof of such compliance.

11. Sovereign Immunity. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Master Easement Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. Recovery of Costs and Fees. In the event either party is required to enforce this Master Easement Agreement by court proceedings or otherwise against the other party, then if successful, that party shall be entitled to recover from the other party against which recovery was sought reasonable attorneys' fees and paralegals' fees and costs.

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

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

15. **Assignment; Appurtenance.** Except as specifically provided herein, neither the District, nor Grantee or any Subgrantee, may assign their rights, duties or obligations under this Master Easement Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void. Notwithstanding the prior sentence, upon the granting of an Assignment of Dock Rights to an initial Subgrantee in any instance, the Dock Easement under such Assignment of Dock Rights shall be an appurtenance to the title of such Subgrantee's Benefitted Lot.

16. **Independent Contractor.** In all matters relating to this Agreement, Grantee and each Subgrantee shall act as an independent contractor. Neither Grantee nor any Subgrantee, nor any individual employed by them in connection with the use of the Waterbody or the Dock Easement Area, are employees of the District under the meaning or application of any federal or state laws. Grantee and Subgrantees agree to assume all liabilities and obligations imposed by one or more of such laws with respect to itself and their employees in the use of the Waterbody and the Dock Easement Area. Grantee and Subgrantees shall have no authority to assume or create any obligation, express or implied, on behalf of the District, and Grantee and Subgrantees shall have no authority to represent the District as agent, employee or in any other capacity.

17. **Notices.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Meadow View at Twin Creeks Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

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

B. If to Grantee: Beacon Lake Community Association, Inc.
414 Old Hard Road, Suite 502
Fleming Island, Florida 32003
Attn: _____

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

18. **Interference by Third Party.** The District shall be solely responsible for enforcing its rights under this Master Easement Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this Master Easement Agreement.

19. **Public Records.** Grantee and Subgrantees acknowledge and agree that all documents of any kind relating to this Master Easement Agreement may be public records and shall be treated as such in accordance with Florida law.

20. **Controlling Law and Venue.** This Master Easement Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

21. **Arm's Length Negotiation.** This Master Easement Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Master Easement Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

22. **Third Party Beneficiaries.** This Master Easement Agreement is solely for the benefit of the parties hereto and, with the exception of Subgrantees who have received rights hereunder pursuant to an Assignment of Dock Rights, no right or cause of action shall accrue upon or by reason of, or for the benefit of any third party not a formal party to this Master Easement Agreement. Nothing in this Master Easement Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties hereto and Subgrantees any right, remedy or claim under or by reason of this Agreement or any of the provisions or conditions of this Master Easement Agreement; and all of the provisions, representations, covenants and conditions contained in this Master Easement Agreement shall inure to the sole benefit of and be binding upon the parties hereto and their respective representatives, successors and assigns.

23. **Effective Date; Term.** This Master Easement Agreement shall become effective on the date first written above and shall continue in full force and effect until amended or terminated by the parties.

24. **Authorization.** The execution of this Master Easement Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this Master Easement Agreement.

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

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

27. **Counterparts.** This Master Easement Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

Signed, sealed and delivered in the presence of:

"DISTRICT"
MEADOW VIEW AT TWIN CREEKS
COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special-purpose
government established pursuant to Chapter 190,
Florida Statutes

Marcy McBride

Printed Name: Marcy McBride

Jennifer Lewis

Printed Name: Jennifer Lewis

By: [Signature]

Print Name: Bruce J Parker

As its: Chairman

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of physical presence or online notarization on June 23, 2021, by Bruce J. Parker as Chairman of the Meadow View at Twin Creeks Community Development District, a local unit of special-purpose government established and existing pursuant to Chapter 190, Florida Statutes, who is personally known to me or produced _____ as identification.

Marcy McBride

Notary Public

Print Name: Marcy McBride

My Commission Expires:

(AFFIX NOTARY SEAL)



Signed, sealed and delivered
in the presence of:

"GRANTEE"
BEACON LAKE COMMUNITY
ASSOCIATION, INC.

Marcy McBride
Printed Name: Marcy McBride
Jennifer Lewis
Printed Name: Jennifer Lewis

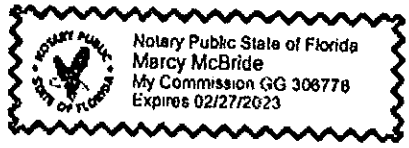
By: [Signature]
Print Name: Bruce J. Parker
As its: President

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of
 physical presence or online notarization on June 23, 2021,
by Bruce J. Parker as President of Beacon Lake Community Association, Inc.
behalf, who is personally known to me or produced _____
as identification.

Marcy McBride
Notary Public
Print Name: Marcy McBride
My Commission Expires:

(AFFIX NOTARY SEAL)



JOINDER OF HEARTWOOD 23, LLC

Heartwood 23, LLC, a Florida limited liability company, joins and consents in the execution of this Master Easement Agreement for the purpose of acknowledging its agreement to the provisions of Section 4 hereof.

HEARTWOOD 23, LLC, a Florida limited liability company

By: 

Print Name: Debra J. Parker

As its: Vice President

EXHIBIT A
MASTER DOCK PLAN

Lot owners who desire to install a Dock should contact the Beacon Lake Community Association, Inc. and apply for a Dock pursuant to the Association's policies and rules. For aesthetic and spacing reasons, the District's Board has approved only the following Lots for Docks (i.e., no other Lots may have Docks installed on the District's lakes):

Lots 159 and 161, in Beacon Lake Phase 1, according to the Plat thereof recorded in Map Book 89, Page 53, of the public records of St. Johns County, Florida,

Lots 230, 233, 235, 237 and 239, in Beacon Lake Phase 2C, according to the Plat thereof recorded in Map Book 100, Page 21, of the public records of St. Johns County, Florida, and

Lots 43, 45, 47, 50, 52, 54, 65, 69, 71, 74, 76, 82, 85, 87, 90, 96, 99, 102, 106, 109, 111, 113 and 115, in Beacon Lake Phase 3A, according to the plat thereof recorded in Map Book 101, Page 78, of the public records of St. Johns County, Florida.

EXHIBIT "B"

FORM OF ASSIGNMENT OF DOCK RIGHTS