

CREEKSIDE AT TWIN CREEKS

**COMMUNITY DEVELOPMENT
DISTRICT**

May 18, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Creekside at Twin Creeks Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

May 11, 2021

ATTENDEES:

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

Board of Supervisors
Creekside at Twin Creeks Community Development District

NOTE: Meeting Time

Dear Board Members:

The Board of Supervisors of the Creekside at Twin Creeks Community Development District will hold a Regular Meeting on May 18, 2021, at 12:00 p.m., in the St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2021-01, Declaring a Vacancy in Seat 3 on the Board of Supervisors; and Providing an Effective Date
4. Consider Appointment to Fill Vacant Seat 3 (*term expires November 2022*)
 - A. Administration of Oath of Office to Newly Appointed Supervisor (*the following will be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B – Memorandum of Voting Conflict
 - B. Consideration of Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Creekside at Twin Creeks Community Development District, and Providing for an Effective Date
5. Discussion: Maintenance and Ownership Maps of CDD Assets

6. Consider Designation of Steven Jordan as CDD Field Operations Liaison
7. Consideration of Resolution 2021-03, Approving a Proposed Budget for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
8. Consideration of Resolution 2021-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
9. Consideration of First Amendment to Collateral Assignment and Assumption of Development and Contract Rights Relating to Assessment Area One of the Creekside at Twin Creeks Community Development District
10. Consideration of First Amendment to Collateral Assignment and Assumption of Development and Contract Rights Relating to Assessment Area Two of the Creekside at Twin Creeks Community Development District
11. Consideration of First Amendment to Acquisition Agreement
12. Consideration of First Amendment to Declaration of Consent to Jurisdiction of Creekside at Twin Creeks Community Development District and to Impose Special Assessments
13. Consideration of First Amendment to Agreement Between Creekside at Twin Creeks Community Development District and Twin Creek Ventures LLC Regarding the True-Up and Payment of Series 2016A Special Assessments
14. Consideration of First Amendment to Completion Agreement
15. Consideration of Temporary Construction Easement (Creekside at Twin Creeks CDD to Twin Creeks Ventures LLC)
16. Consideration of Bill of Sale and Assignment of Personal Property (Twin Creeks Ventures LLC to Creekside at Twin Creeks CDD)
17. CONSENT AGENDA ITEMS
 - A. Acceptance of Unaudited Financial Statements as of March 31, 2021
 - B. Approval of September 1, 2020 Virtual Public Hearing and Meeting Minutes

18. Staff Reports

- A. District Counsel: *Cobb Cole*
- B. District Engineer: *Prosser, Inc.*
- C. Field Operations Liaison
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
- I. 713 Registered Voters in District as of April 15, 2021
- II. NEXT MEETING DATE: July 20, 2021 at 11:00 A.M.

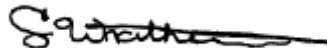
- QUORUM CHECK

John Kinsey	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Bryan Kinsey	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Jared Bouskila	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Cora DiFiore	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 19. Board Members' Comments/Requests
- 20. Public Comments
- 21. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 719-8675.

Sincerely,



Craig Wrathell
 District Manager

TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
CONFERENCE ID: 2144145

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

3

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT DECLARING A VACANCY IN SEAT 3 ON THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Creekside at Twin Creeks Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, on September 1, 2020, Mr. Patrick Coomer was appointed to Seat 3; and,

WHEREAS, by virtue of Mr. Coomer's declination of the appointment, the Board shall declare Seat 3 vacant; and

WHEREAS, a Candidate is to be appointed to the vacant seat; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seat available for appointment as vacant.

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

SECTION 1. Seat 3 is hereby declared vacant effective as of May 18, 2021.

SECTION 2. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 18th day of May, 2021.

**CREEKSIDE AT TWIN CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2021-02

A RESOLUTION DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

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

1. **DISTRICT OFFICERS.** The District officers are as follows:

_____ is appointed Chair

_____ is appointed Vice Chair

Craig Wrathell is appointed Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer

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

Adopted this 18th day of May, 2021.

ATTEST:

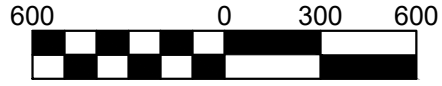
**CREEKSIDE AT TWIN CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

5



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HERON OAKS DRIVE
(ST. JOHNS COUNTY R/W)

(FUTURE ROAD)

SILVER SAGE LANE

CATESBY LANE

EAGLE RIDGE PLACE

WATERBROOK PLACE

SPARROW SONG PLACE

DIAMONDBACK AVENUE

JACKSONVILLE BEACH EASEMENT

BRYBAR DRIVE

TWIN CREEKS DRIVE
(ST. JOHNS COUNTY R/W)

BROOMEDGE CIRCLE

BROOMEDGE CIRCLE

SILVER REEF LANE

SILVER REEF LANE

DEER TRAIL

BRYBAR DRIVE

SWITCHGRASS ROAD

TREE FROG WAY

SILVER CREEK PLACE

FELLBROOK DRIVE

CR-270 ALT

US-1 N

OXBOW BEND

SWEET OAK WAY

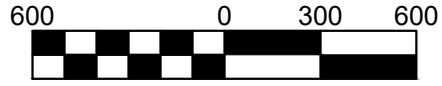
FEC RAILROAD

LEGEND

- AREA MAINTAINED BY THE HOA
- AREA MAINTAINED BY THE CDD

MAINTENANCE RESPONSIBILITY EXHIBIT
CREEKSIDE AT TWIN CREEKS





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HERON OAKS DRIVE
(ST. JOHNS COUNTY R/W)

(FUTURE ROAD)

SILVER SAGE LANE

CATESBY LANE

EAGLE RIDGE PLACE

WATERBROOK PLACE

SPARROW SONG PLACE

DIAMONDBACK AVENUE

JACKSONVILLE BEACH EASEMENT

BRYBAR DRIVE

BRYBAR DRIVE

OWNERSHIP EXHIBIT CREEKSIDE AT TWIN CREEKS

TWIN CREEKS DRIVE
(ST. JOHNS COUNTY R/W)

BROOMSEDGE CIRCLE

BROOMSEDGE CIRCLE

SWITCHGRASS ROAD

SILVER REEF LANE

TREE FROG WAY

DEER TRAIL

SILVER REEF LANE

BRYBAR DRIVE

SILVER CREEK PLACE

FELLBROOK DRIVE

CR-270 ALT


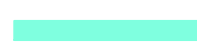

US-1 N

OXBOW BEND

SWEET OAK WAY

FEC RAILROAD

LEGEND

-  AREA DEDICATED TO THE HOA
-  AREA DEDICATED TO THE CDD
-  AREA DEDICATED TO ST. JOHNS COUNTY



CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2021/2022 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Creekside at Twin Creeks Community Development District ("**District**") prior to June 15, 2021, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE: September 7, 2021

HOUR: 11:00 A.M.

LOCATION: St. Augustine Outlets Community Room
500 Outlet Mall Blvd., Suite 25
St. Augustine, Florida 32084

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 18th DAY OF MAY, 2021.

ATTEST:

**CREEKSIDE AT TWIN CREEKS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2021/2022 Budget

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2022**

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
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**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2022
	Adopted	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Assessment levy: on-roll - gross	\$ 95,236				\$ 129,810
Allowable discounts (4%)	(3,809)				(5,192)
Assessment levy: on-roll - net	91,427	\$ 90,191	\$ 1,236	\$ 91,427	124,618
Lot closings	-	459	-	459	-
Total revenues	91,427	90,650	1,236	91,886	124,618
EXPENDITURES					
Professional & administrative					
Supervisors	4,306	-	4,306	4,306	4,306
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	7,500	1,108	6,392	7,500	7,500
Engineering	1,000	-	1,000	1,000	1,000
Audit	3,500	-	3,500	3,500	3,500
Arbitrage rebate calculation	750	-	750	750	750
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	10,500	10,500	-	10,500	10,500
Telephone	200	100	100	200	200
Postage	500	130	370	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,200	108	1,092	1,200	1,200
Annual special district fee	175	175	-	175	175
Insurance	8,976	8,782	-	8,782	8,976
Contingencies/bank charges	500	460	40	500	500
Website maintenance					
Hosting	705	705	-	705	705
ADA compliance	210	-	210	210	210
Tax collector	1,905	1,804	101	1,905	2,596
Total professional & administrative	91,427	48,622	42,611	91,233	92,118
Field operations					
Lake bank maintenance	-	-	-	-	20,000
Wetland maintenance	-	-	-	-	12,500
Total field operations	-	-	-	-	32,500
Total expenditures	91,427	48,622	42,611	91,233	124,618
Net increase/(decrease) of fund balance	-	42,028	(41,375)	653	-
Fund balance - beginning (unaudited)	84,437	78,640	120,668	78,640	79,293
Fund balance - ending (projected)	\$ 84,437	\$ 120,668	\$ 79,293	\$ 79,293	\$ 79,293

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 4,306
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	7,500
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	1,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	3,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	10,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages, etc.	
Legal advertising	1,200
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	8,976
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges, automated AP routing and other miscellaneous expenses incurred during the year.	
Website maintenance	
Hosting	705
ADA compliance	210
Tax collector	2,596
Lake bank maintenance	20,000
Wetland maintenance	12,500
Total expenditures	<u><u>\$124,618</u></u>

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2016A-1, A-2 and A-3
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual & Projected Revenue & Expenditures	Proposed Budget FY 2022
	Adopted	Actual through 3/31/2021	Projected through 9/30/2021		
REVENUES					
Special assessment - on-roll - 2016A1	\$ 425,625				\$ 425,625
Special assessment - on-roll - 2016A3	284,401				284,401
Allowable discounts (4%)	(28,401)				(28,401)
Assessment levy: net	681,625	\$ 668,613	\$ 13,012	\$ 681,625	681,625
Assessment prepayments - 2016A1	-	17,133	-	17,133	-
Interest - 2016A1	-	19	-	19	-
Interest - 2016A2	-	9	-	9	-
Interest - 2016A3	-	16	-	16	-
Lot closing	-	3,168	-	3,168	-
Total revenues	681,625	688,958	13,012	701,970	681,625
EXPENDITURES					
Debt service					
Principal - 2016A1	105,000	100,000	-	100,000	105,000
Principal prepayment - 2016A1	-	70,000	15,000	85,000	-
Principal - 2016A3	60,000	60,000	-	60,000	65,000
Interest - 2016A1	294,536	148,262	144,552	292,814	285,871
Interest - 2016A3	211,450	106,512	104,938	211,450	208,169
Total debt service	670,986	484,774	264,490	749,264	664,040
Other fees & charges					
Tax collector	8,742	13,373	-	13,373	14,201
Refund of residual A-2 balances	-	9	-	9	-
Total other fees & charges	8,742	13,382	-	13,382	14,201
Total expenditures	679,728	498,156	264,490	762,646	678,241
Excess/(deficiency) of revenues over/(under) expenditures	1,897	190,802	(251,478)	(60,676)	3,384
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(2,265)	-	(2,265)	-
Total other financing sources/(uses)	-	(2,265)	-	(2,265)	-
Fund balance:					
Net increase/(decrease) in fund balance	1,897	188,537	(251,478)	(62,941)	3,384
Beginning fund balance (unaudited)	914,134	1,013,363	1,201,900	1,013,363	950,422
Ending fund balance (projected)	\$ 916,031	\$1,201,900	\$ 950,422	\$ 950,422	953,806
Use of fund balance:					
Debt service reserve account balance (required)					(487,060)
Principal and Interest expense - November 1, 2022					(419,953)
Projected fund balance surplus/(deficit) as of September 30, 2022					\$ 46,793

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016A-1 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/21	105,000.00	4.625%	144,149.38	249,149.38	5,500,000.00
05/01/22			141,721.25	141,721.25	5,500,000.00
11/01/22	110,000.00	4.625%	141,721.25	251,721.25	5,390,000.00
05/01/23			139,177.50	139,177.50	5,390,000.00
11/01/23	115,000.00	4.625%	139,177.50	254,177.50	5,275,000.00
05/01/24			136,518.13	136,518.13	5,275,000.00
11/01/24	120,000.00	4.625%	136,518.13	256,518.13	5,155,000.00
05/01/25			133,743.13	133,743.13	5,155,000.00
11/01/25	125,000.00	4.625%	133,743.13	258,743.13	5,030,000.00
05/01/26			130,852.50	130,852.50	5,030,000.00
11/01/26	130,000.00	4.625%	130,852.50	260,852.50	4,900,000.00
05/01/27			127,846.25	127,846.25	4,900,000.00
11/01/27	140,000.00	4.625%	127,846.25	267,846.25	4,760,000.00
05/01/28			124,608.75	124,608.75	4,760,000.00
11/01/28	145,000.00	5.250%	124,608.75	269,608.75	4,615,000.00
05/01/29			120,802.50	120,802.50	4,615,000.00
11/01/29	150,000.00	5.250%	120,802.50	270,802.50	4,465,000.00
05/01/30			116,865.00	116,865.00	4,465,000.00
11/01/30	160,000.00	5.250%	116,865.00	276,865.00	4,305,000.00
05/01/31			112,665.00	112,665.00	4,305,000.00
11/01/31	170,000.00	5.250%	112,665.00	282,665.00	4,135,000.00
05/01/32			108,202.50	108,202.50	4,135,000.00
11/01/32	175,000.00	5.250%	108,202.50	283,202.50	3,960,000.00
05/01/33			103,608.75	103,608.75	3,960,000.00
11/01/33	185,000.00	5.250%	103,608.75	288,608.75	3,775,000.00
05/01/34			98,752.50	98,752.50	3,775,000.00
11/01/34	195,000.00	5.250%	98,752.50	293,752.50	3,580,000.00
05/01/35			93,633.75	93,633.75	3,580,000.00
11/01/35	205,000.00	5.250%	93,633.75	298,633.75	3,375,000.00
05/01/36			88,252.50	88,252.50	3,375,000.00
11/01/36	220,000.00	5.250%	88,252.50	308,252.50	3,155,000.00
05/01/37			82,477.50	82,477.50	3,155,000.00
11/01/37	230,000.00	5.250%	82,477.50	312,477.50	2,925,000.00
05/01/38			76,440.00	76,440.00	2,925,000.00
11/01/38	240,000.00	5.600%	76,440.00	316,440.00	2,685,000.00
05/01/39			69,720.00	69,720.00	2,685,000.00
11/01/39	255,000.00	5.600%	69,720.00	324,720.00	2,430,000.00
05/01/40			62,580.00	62,580.00	2,430,000.00
11/01/40	270,000.00	5.600%	62,580.00	332,580.00	2,160,000.00

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016A-1 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/41			55,020.00	55,020.00	2,160,000.00
11/01/41	285,000.00	5.600%	55,020.00	340,020.00	1,875,000.00
05/01/42			47,040.00	47,040.00	1,875,000.00
11/01/42	300,000.00	5.600%	47,040.00	347,040.00	1,575,000.00
05/01/43			38,640.00	38,640.00	1,575,000.00
11/01/43	315,000.00	5.600%	38,640.00	353,640.00	1,260,000.00
05/01/44			29,820.00	29,820.00	1,260,000.00
11/01/44	335,000.00	5.600%	29,820.00	364,820.00	925,000.00
05/01/45			20,440.00	20,440.00	925,000.00
11/01/45	355,000.00	5.600%	20,440.00	375,440.00	570,000.00
05/01/46			10,500.00	10,500.00	570,000.00
11/01/46	375,000.00	5.600%	10,500.00	385,500.00	195,000.00
Total	5,410,000.00		4,684,004.40	10,094,004.40	

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016A-3 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/21	65,000.00	5.250%	104,937.50	169,937.50	3,655,000.00
05/01/22			103,231.25	103,231.25	3,655,000.00
11/01/22	65,000.00	5.250%	103,231.25	168,231.25	3,590,000.00
05/01/23			101,525.00	101,525.00	3,590,000.00
11/01/23	70,000.00	5.250%	101,525.00	171,525.00	3,520,000.00
05/01/24			99,687.50	99,687.50	3,520,000.00
11/01/24	75,000.00	5.250%	99,687.50	174,687.50	3,445,000.00
05/01/25			97,718.75	97,718.75	3,445,000.00
11/01/25	80,000.00	5.250%	97,718.75	177,718.75	3,365,000.00
05/01/26			95,618.75	95,618.75	3,365,000.00
11/01/26	80,000.00	5.250%	95,618.75	175,618.75	3,285,000.00
05/01/27			93,518.75	93,518.75	3,285,000.00
11/01/27	85,000.00	5.250%	93,518.75	178,518.75	3,200,000.00
05/01/28			91,287.50	91,287.50	3,200,000.00
11/01/28	90,000.00	5.250%	91,287.50	181,287.50	3,110,000.00
05/01/29			88,925.00	88,925.00	3,110,000.00
11/01/29	95,000.00	5.250%	88,925.00	183,925.00	3,015,000.00
05/01/30			86,431.25	86,431.25	3,015,000.00
11/01/30	100,000.00	5.250%	86,431.25	186,431.25	2,915,000.00
05/01/31			83,806.25	83,806.25	2,915,000.00
11/01/31	105,000.00	5.750%	83,806.25	188,806.25	2,810,000.00
05/01/32			80,787.50	80,787.50	2,810,000.00
11/01/32	110,000.00	5.750%	80,787.50	190,787.50	2,700,000.00
05/01/33			77,625.00	77,625.00	2,700,000.00
11/01/33	120,000.00	5.750%	77,625.00	197,625.00	2,580,000.00
05/01/34			74,175.00	74,175.00	2,580,000.00
11/01/34	125,000.00	5.750%	74,175.00	199,175.00	2,455,000.00
05/01/35			70,581.25	70,581.25	2,455,000.00
11/01/35	130,000.00	5.750%	70,581.25	200,581.25	2,325,000.00
05/01/36			66,843.75	66,843.75	2,325,000.00
11/01/36	140,000.00	5.750%	66,843.75	206,843.75	2,185,000.00
05/01/37			62,818.75	62,818.75	2,185,000.00
11/01/37	150,000.00	5.750%	62,818.75	212,818.75	2,035,000.00
05/01/38			58,506.25	58,506.25	2,035,000.00
11/01/38	155,000.00	5.750%	58,506.25	213,506.25	1,880,000.00
05/01/39			54,050.00	54,050.00	1,880,000.00
11/01/39	165,000.00	5.750%	54,050.00	219,050.00	1,715,000.00
05/01/40			49,306.25	49,306.25	1,715,000.00
11/01/40	175,000.00	5.750%	49,306.25	224,306.25	1,540,000.00

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2016A-3 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/41			44,275.00	44,275.00	1,540,000.00
11/01/41	185,000.00	5.600%	44,275.00	229,275.00	1,355,000.00
05/01/42			38,956.25	38,956.25	1,355,000.00
11/01/42	195,000.00	5.600%	38,956.25	233,956.25	1,160,000.00
05/01/43			33,350.00	33,350.00	1,160,000.00
11/01/43	205,000.00	5.600%	33,350.00	238,350.00	955,000.00
05/01/44			27,456.25	27,456.25	955,000.00
11/01/44	220,000.00	5.600%	27,456.25	247,456.25	735,000.00
05/01/45			21,131.25	21,131.25	735,000.00
11/01/45	230,000.00	5.600%	21,131.25	251,131.25	505,000.00
05/01/46			14,518.75	14,518.75	505,000.00
11/01/46	245,000.00	5.600%	14,518.75	259,518.75	260,000.00
05/01/47			7,475.00	7,475.00	260,000.00
11/01/47	260,000.00	5.600%	7,475.00	267,475.00	-
Total	3,720,000.00		3,552,150.00	7,272,150.00	

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2022 ASSESSMENTS**

On-Roll Assessments

<u>Product/Parcel</u>	<u>Units</u>	<u>FY 2022 O&M Assessment per Unit</u>	<u>FY 2022 DS Assessment per Unit</u>	<u>FY 2022 Total Assessment per Unit</u>	<u>FY 2021 Total Assessment per Unit</u>
<u>Assessment Area One</u>					
SF 43'	122	\$ 219.64	\$ 1,145.83	\$ 1,365.47	\$ 1,306.97
SF 53'	110	219.64	1,250.00	1,469.64	1,411.14
SF 63'	118	219.64	1,354.17	1,573.81	1,515.31
SF 43'	128	219.64	1,087.39	1,307.03	1,248.53
SF 63'	113	219.64	1,285.09	1,504.73	1,446.23
Total	591				

***Subject to the
Series 2016A-3
Bonds**

CREEKSIDE AT TWIN CREEKS

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2021-04

A RESOLUTION OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

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

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with St. Johns County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 18th day of May, 2021.

Attest:

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE		
LOCATION		
<i>St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 16, 2021	Regular Meeting	11:00 A.M.
January 18, 2022	Regular Meeting	11:00 A.M.
March 15, 2022	Regular Meeting	11:00 A.M.
May 17, 2022	Regular Meeting	11:00 A.M.
July 19, 2022	Regular Meeting	11:00 A.M..
September 13, 2022	Public Hearing and Regular Meeting	11:00 A.M.

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

9

This instrument prepared by and
return to:

Mark A. Watts, Esquire
Cobb Cole
231 N. Woodland Blvd.,
DeLand, FL 32720

**FIRST AMENDMENT TO COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AND CONTRACT RIGHTS RELATING TO ASSESSMENT AREA
ONE OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT
DISTRICT**

THIS FIRST AMENDMENT TO THE COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS RELATING TO ASSESSMENT AREA ONE OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT (“First Amendment”) is made and entered into by and between:

TWIN CREEKS VENTURES LLC, a Florida limited liability company, the owner of certain lands within the boundaries of the District, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486, and its affiliates (the “Landowner” or “Assignor”); and

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (“Uniform Act”), being situated in the County of St. Johns, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “District” or “Assignee”).

WHEREAS, the District was established by Ordinance No. 2015-53 (the “Establishing Ordinance”) enacted by the Board of County Commissioners of the County of St. Johns, Florida (the “County”) on August 18, 2015. The District was established, for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain infrastructure, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads, roadway and transportation improvements, and related improvements; and

WHEREAS, Landowner is the developer of certain lands comprising the residential project commonly referred to as Creekside at Twin Creeks (the “**Project**”), located within the geographical boundaries of the District and including the lands described on **Exhibit A** attached hereto (“**Assessment Area One**”); and

WHEREAS, the parties hereto entered into the Collateral Assignment and Assumption of Development and Contract Rights Relating to Assessment Area One of the Creekside at Twin

Creeks Community Development District (the "Assignment"), dated April 28, 2016 and recorded in Official Records Book 4184, Page 33 of the Public Records of St. Johns County, Florida;

WHEREAS, the Landowner and District wish to amend the Assignment to clarify and revise the legal description of Assessment Area One;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the District and the Landowner hereby agree to amend the Assignment as follows:

Exhibit A to the Assignment is amended in its entirety, and is hereby replaced with the revised Exhibit A attached hereto.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Assignment shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on this ____ day of _____, 2021

WITNESSES:

ASSIGNOR:

TWIN CREEKS VENTURES LLC,
a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Title: Authorized Signatory _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Authorized Signatory of TWIN CREEKS VENTURES LLC, for and on behalf of said company, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of _____ At Large (Seal)

My Commission Expires: _____

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Chairman of the Board of Supervisors of CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, for and on behalf of the District, who is personally known to me; or who has produced _____ as identification.

ASSIGNEE:

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Print Name: _____
Title: Chairman

Attest:

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Print Name: _____
Title: Secretary/Assistant Secretary

NOTARY PUBLIC:

Sign: _____
Print: _____
State of _____ At Large (Seal)
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Secretary/Assistant Secretary of CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, for and on behalf of the District,, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of _____ At Large (Seal)

My Commission Expires: _____

Exhibit A

Assessment Area One

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

10

This instrument prepared by and
return to:

Mark A. Watts, Esquire
Cobb Cole
231 N. Woodland Blvd.,
DeLand, FL 32720

**FIRST AMENDMENT TO COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AND CONTRACT RIGHTS RELATING TO ASSESSMENT AREA
TWO OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT
DISTRICT**

THIS FIRST AMENDMENT TO THE COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS RELATING TO ASSESSMENT AREA TWO OF THE CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT (“First Amendment”) is made and entered into by and between:

TWIN CREEKS VENTURES LLC, a Florida limited liability company, the owner of certain lands within the boundaries of the District, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486, and its affiliates (the “Landowner” or “Assignor”); and

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (“Uniform Act”), being situated in the County of St. Johns, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “District” or “Assignee”).

WHEREAS, the District was established by Ordinance No. 2015-53 (the “Establishing Ordinance”) enacted by the Board of County Commissioners of the County of St. Johns, Florida (the “County”) on August 18, 2015. The District was established, for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain infrastructure, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads, roadway and transportation improvements, and related improvements; and

WHEREAS, Landowner is the developer of certain lands comprising the residential project commonly referred to as Creekside at Twin Creeks (the “**Project**”), located within the geographical boundaries of the District and including the lands described on **Exhibit A** attached hereto (“**Assessment Area Two**”); and

WHEREAS, the parties hereto entered into the Collateral Assignment and Assumption of Development and Contract Rights Relating to Assessment Area Two of the Creekside at Twin

Creeks Community Development District (the "Assignment"), dated April 28, 2016 and recorded in Official Records Book 4184, Page 57 of the Public Records of St. Johns County, Florida;

WHEREAS, the Landowner and District wish to amend the Assignment to clarify and revise the legal description of Assessment Area Two;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the District and the Landowner hereby agree to amend the Assignment as follows:

Exhibit A to the Assignment is amended in its entirety, and is hereby replaced with the revised Exhibit A attached hereto.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Assignment shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on this ____ day of _____, 2021

WITNESSES:

ASSIGNOR:

TWIN CREEKS VENTURES LLC,
a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Title: Authorized Signatory _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Authorized Signatory of TWIN CREEKS VENTURES LLC, for and on behalf of said company, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of _____ At Large (Seal)

My Commission Expires: _____

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Chairman of the Board of Supervisors of CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, for and on behalf of the District, who is personally known to me; or who has produced _____ as identification.

ASSIGNEE:

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Print Name: _____
Title: Chairman

Attest:

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT
DISTRICT**

By: _____
Print Name: _____
Title: Secretary/Assistant Secretary

NOTARY PUBLIC:

Sign: _____
Print: _____
State of _____ At Large (Seal)
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Secretary/Assistant Secretary of CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, for and on behalf of the District,, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of _____ At Large (Seal)

My Commission Expires: _____

Exhibit A

Assessment Area Two

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

11

FIRST AMENDMENT TO ACQUISITION AGREEMENT

THIS FIRST AMENDMENT TO THE ACQUISITION AGREEMENT (“First Amendment”) made and entered into by and between:

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (“Uniform Act”), being situated in the County of St. Johns, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “District”); and

TWIN CREEKS VENTURES LLC, a Florida limited liability company, the owner of certain lands within the boundaries of the District, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486, and its affiliates (the “Landowner”).

WHEREAS, the District was established by Ordinance No. 2015-53 (the “Establishing Ordinance”) enacted by the Board of County Commissioners of the County of St. Johns, Florida (the “County”) on August 18, 2015. The District was established, for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain infrastructure, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads, roadway and transportation improvements, and related improvements; and

WHEREAS, Landowner is the developer of certain lands located within the boundaries of the District and identified as Assessment Area One on **Exhibit A** attached hereto (“Assessment Area One”) and incorporated herein by this reference, and identified as Assessment Area Two on **Exhibit B** (“Assessment Area Two”) attached hereto and incorporated herein by this reference, and intends to cause the land to be developed as a single family residential development to be known as Creekside at Twin Creeks that will be supported by the Improvement Plan (as defined in the Agreement), as may be modified from time to time by the Landowner (the “Private Development”); and

WHEREAS, the parties hereto entered into the Acquisition Agreement (the “Agreement”) dated April 28, 2016, regarding the acquisition of certain improvements within the District and identifying the properties making up Assessment Area One and Assessment Area Two; and

WHEREAS, the parties wish to amend the Agreement to clarify and revise the legal descriptions of Assessment Area One and Assessment Area Two;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the District and the Landowner hereby agree to amend the Agreement as follows:

Exhibit A to the Agreement is amended in its entirety, and is hereby replaced with the revised Exhibit A attached hereto.

Exhibit B to the Agreement is amended in its entirety, and is hereby replaced with the revised Exhibit B attached hereto.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2021.

Attest:

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman
Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ as Chairman/Vice-Chairman of the Board of Supervisors for CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public Commission:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ as Secretary/Assistant Secretary of the Board of Supervisors for CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, who is personally known and/or produced _____ as identification.

[SEAL]

Notary Public Commission:

Witnesses:

**TWIN CREEKS VENTURES LLC,
a Florida limited liability company**

Name

Print Name

Name

Print Name

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021,
by John Christe as _Authorized Signatory_____ of TWIN
CREEKS VENTURES LLC, who is personally known and/or produced _____
as identification.

[SEAL]

Notary Public Commission:

Exhibit A

Assessment Area One

Exhibit B

Assessment Area Two

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

12

This instrument prepared by and
return to:

Mark A. Watts, Esquire
Cobb Cole
231 N. Woodland Blvd.,
DeLand, FL 32720

**FIRST AMENDMENT TO DECLARATION OF CONSENT TO JURISDICTION OF
CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSE SPECIAL ASSESSMENTS**

THIS FIRST AMENDMENT TO THE DECLARATION OF CONSENT TO JURISDICTION OF CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSE SPECIAL ASSESSMENTS (“First Amendment”) is made and entered into by:

TWIN CREEKS VENTURES LLC, a Florida limited liability company, the owner of certain lands within the boundaries of the District, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486, and its affiliates (the “Landowner”); and

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (“Uniform Act”), being situated in the County of St. Johns, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “District”);

WHEREAS, Landowner is the developer of certain lands located within the boundaries of the Twin Creeks Community Development District, as further identified as Assessment Area One on **Exhibit A** attached hereto and incorporated herein by this reference, and identified as Assessment Area Two on **Exhibit B** attached hereto and incorporated herein by this reference; and

WHEREAS, the Landowner hereto entered into the Declaration of Consent to Jurisdiction of Creekside at Twin Creeks Community Development District and to Impose Special Assessments (the “Declaration”), dated April 28, 2016, and recorded in Official Records Book 4184, Page 8 of the Public Records of St. John’s County, Florida, declaring their intent to be legally bound by the Declaration.

WHEREAS, the Landowner and the District wish to amend the Declaration to clarify and revise the legal descriptions of Assessment Area One and Assessment Area Two;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the District and the Landowner hereby agree to amend the Declaration as follows:

Exhibit A to the Declaration is amended in its entirety, and is hereby replaced with the revised Exhibit A attached hereto.

Exhibit B to the Declaration is amended in its entirety, and is hereby replaced with the revised Exhibit B attached hereto.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Declaration shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2021.

Witnesses:

**TWIN CREEKS VENTURES LLC,
a Florida limited liability company**

Name

Print Name

By: _____

Name: _____

Title: __Authorized Signatory__

Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Authorized Signatory of TWIN CREEKS VENTURES LLC, for and on behalf of said company, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of _____ At Large (Seal)

My Commission Expires: _____

Attest:

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman
Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Chairman of the Board of Supervisors of CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, for and on behalf of the District, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of _____ At Large (Seal)
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Secretary/Assistant Secretary of CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, for and on behalf of the District,, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of _____ At Large (Seal)
My Commission Expires: _____

Exhibit A

Assessment Area One

Exhibit B

Assessment Area Two

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

13

**FIRST AMENDMENT TO AGREEMENT BETWEEN CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT AND TWIN CREEK VENTURES LLC
REGARDING THE TRUE-UP AND PAYMENT OF SERIES 2016A SPECIAL
ASSESSMENTS**

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT AND TWIN CREEK VENTURES LLC REGARDING THE TRUE-UP AND PAYMENT OF SERIES 2016A SPECIAL ASSESSMENTS (“First Amendment”) made and entered into by and between:

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (“Uniform Act”), being situated in the County of St. Johns, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “District”); and

TWIN CREEKS VENTURES LLC, a Florida limited liability company, the owner of certain lands within the boundaries of the District, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486, and its affiliates (the “Landowner”).

WHEREAS, the District was established by Ordinance No. 2015-53 (the “Establishing Ordinance”) enacted by the Board of County Commissioners of the County of St. Johns, Florida (the “County”) on August 18, 2015. The District was established, for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain infrastructure, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads, roadway and transportation improvements, and related improvements; and

WHEREAS, Landowner is the developer of certain lands located within the boundaries of the District and identified as Assessment Area One on **Exhibit A** attached hereto and incorporated herein by this reference, and identified as Assessment Area Two on **Exhibit B** attached hereto and incorporated herein by this reference, and intends to cause the land to be developed as a single family residential development to be known as Creekside at Twin Creeks that will be supported by the Improvement Plan (as defined in the True-Up Agreement), as may be modified from time to time by the Landowner (the “Private Development”); and

WHEREAS, the parties hereto entered into the Agreement Between Creekside at Twin Creeks Community Development District and Twin Creek Ventures LLC Regarding the True-Up and Payment of Series 2016A Special Assessments (the “True-Up Agreement”) dated April 28, 2016 and recorded in Official Records Book 4184, Page 72 of the Public Records of St. Johns County, Florida, confirming Landowner’s intentions and obligations to make any and all True-Up Payments related to the Series 2016A Special Assessments when due and identifying the properties making up Assessment Area One and Assessment Area Two; and

WHEREAS, the parties wish to amend the True-Up Agreement to clarify and revise the legal descriptions of Assessment Area One and Assessment Area Two;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the District and the Landowner hereby agree to amend the True-Up Agreement as follows:

Exhibit A to the True-Up Agreement is amended in its entirety, and is hereby replaced with the revised Exhibit A attached hereto.

Exhibit B to the True-Up Agreement is amended in its entirety, and is hereby replaced with the revised Exhibit B attached hereto.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the True-Up Agreement shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2021.

Attest:

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman
Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Chairman of the Board of Supervisors of CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, for and on behalf of the District, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of _____ At Large (Seal)
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Secretary/Assistant Secretary of CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, for and on behalf of the District,, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of _____ At Large (Seal)
My Commission Expires: _____

Witnesses:

**TWIN CREEKS VENTURES LLC,
a Florida limited liability company**

Name

Print Name

Name

Print Name

By: _____

Name: _____

Title: _____ Authorized Signatory _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Authorized Signatory of TWIN CREEKS VENTURES LLC, for and on behalf of said company, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of _____ At Large (Seal)

My Commission Expires: _____

Exhibit A

Assessment Area One

Exhibit B

Assessment Area Two

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

14

FIRST AMENDMENT TO COMPLETION AGREEMENT

THIS FIRST AMENDMENT TO THE COMPLETION AGREEMENT (“First Amendment”) made and entered into by and between:

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (“Uniform Act”), being situated in the County of St. Johns, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (the “District”); and

TWIN CREEKS VENTURES LLC, a Florida limited liability company, the owner of certain lands within the boundaries of the District, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486, and its affiliates (the “Landowner”).

WHEREAS, the District was established by Ordinance No. 2015-53 (the “Establishing Ordinance”) enacted by the Board of County Commissioners of the County of St. Johns, Florida (the “County”) on August 18, 2015. The District was established, for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain infrastructure, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads, roadway and transportation improvements, and related improvements; and

WHEREAS, Landowner is the developer of certain lands located within the boundaries of the District and identified as Assessment Area One on **Exhibit A** attached hereto (“Assessment Area One”) and incorporated herein by this reference, and identified as Assessment Area Two on **Exhibit B** attached hereto (“Assessment Area Two”) and incorporated herein by this reference, and intends to cause the land to be developed as a single family residential development to be known as Creekside at Twin Creeks that will be supported by the Improvement Plan (as defined in the Completion Agreement), as may be modified from time to time by the Landowner (the “Private Development”); and

WHEREAS, the parties hereto entered into the Completion Agreement (the “Completion Agreement”) dated April 28, 2016, regarding the completion of certain improvements within the District and identifying the properties making up “Assessment Area One” and “Assessment Area Two”; and

WHEREAS, the parties wish to amend the Completion Agreement to clarify and revise the legal descriptions of Assessment Area One and Assessment Area Two;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the District and the Landowner hereby agree to amend the Completion Agreement as follows:

Exhibit A to the Completion Agreement is amended in its entirety, and is hereby replaced with the revised Exhibit A attached hereto.

Exhibit B to the Completion Agreement is amended in its entirety, and is hereby replaced with the revised Exhibit B attached hereto.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Completion Agreement shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2021.

Attest:

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman
Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Chairman of the Board of Supervisors of CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, for and on behalf of the District, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of _____ At Large (Seal)
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Secretary/Assistant Secretary of CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT, for and on behalf of the District,, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of _____ At Large (Seal)
My Commission Expires: _____

Witnesses:

**TWIN CREEKS VENTURES LLC,
a Florida limited liability company**

Name

Print Name

Name

Print Name

By: _____

Name: _____

Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as Authorized Signatory of TWIN CREEKS VENTURES LLC, for and on behalf of said company, who is personally known to me; or who has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of _____ At Large (Seal)

My Commission Expires: _____

Exhibit A

Assessment Area One

Exhibit B

Assessment Area Two

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

15

Instrument Prepared by and Return To:

Mark A. Watts, Esquire
Cobb Cole
231 N. Woodland Blvd.
DeLand, FL 32720

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this “**Easement**”) is made effective as of the ____ day of _____, 2021, between **CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**Grantor**”) and **TWIN CREEKS VENTURES LLC**, a Florida limited liability company, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486 (“**Grantee**”).

RECITALS

A. Grantor is the fee simple owner of that certain parcel of real property located in St. Johns County, Florida, more particularly described in **Exhibit “A”**, attached hereto (“**Grantor’s Property**”).

B. Grantee is the developer of certain real property located in St. Johns County, Florida (the “**Grantee’s Property**”) within the Twin Creeks Development of Regional Impact.

C. Grantee is developing the Grantee’s Property together with other property owned by various third parties into a community known as “Creekside at Twin Creeks” (the “**Project**”).

D. In connection with the development of the Project, the final lift of asphalt on certain roads servicing the Project located on Grantor’s Property (the “**Road Improvements**”) remains to be installed.

E. In order for Grantee to proceed with the installation of the Road Improvements, it is necessary for Grantee to obtain an exclusive temporary construction easement over, under, and upon Grantor’s Property for the limited purpose of installing the Road Improvements (the “**Temporary Construction Easement**”).

F. Grantor has agreed to grant the Temporary Construction Easement in favor of Grantee for the purposes set forth in this Easement in accordance with the terms and conditions more specifically set forth in this Easement.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration in the amount of ten dollars (\$10.00), the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee agree as follows:

1. **Recitals**. The above referenced Recitals are true and correct and incorporated

herein as terms of this Easement.

2. **Grant of Easement.**

a. Grantor hereby gives, grants, bargains, and releases to Grantee and its successors and assigns, for the benefit of Grantee and Grantee's Permitted Users, and Grantee's successors and assigns, a non-exclusive temporary construction easement for the right to enter upon and use of Grantor's Property for the limited purposes of installing the Road Improvements. All rights not reasonably necessary hereunder are expressly reserved to Grantor.

b. **"Permitted Users"** shall mean the constructed-related permittees, licensees, contractors, subcontractors, contractors, subcontractors, materialmen, employees, and agents of Grantee, and Grantee's successors and assigns.

c. The use of the Grantor's Property by Grantee or its Permitted Users shall at all times be in compliance with all federal, state, and local laws, regulations, ordinances, and statutes. Grantee shall not make any use of the Grantor's Property which is or would be a nuisance or unreasonably detrimental to Grantor's Property. To that end, except as otherwise provided in this Easement, Grantee shall not enter or disturb Grantor's Property. If Grantee or any Permitted User disturbs or damages any areas, facilities, improvements, or property within the remainder of Grantor's Property, exclusive of the Grantor's Property, and not otherwise contemplated by this Easement, Grantee shall, at its sole cost and expense, promptly repair, replace, and restore any such area on Grantor's Property to its original condition, at the reasonable satisfaction of Grantor.

3. **Grantee's Obligations.**

a. **Insurance.** Grantee shall, at its sole cost and expense, procure and maintain in full force and effect a policy or policies of commercial public liability (CGL) insurance by the terms of which Grantee is named as an additional insured and provide provides insurance coverage for damage or injury to the property or person (including death) of any person entering upon or using the Grantor's Property, with limits of coverage shall be primary and in an amount not less than \$1,000,000.00 for injuries to, or death of any one person, and \$2,000,000.00 for injury to or death of two or more person arising from the same occurrence, and \$100,000.00 for damage or injury to property. Said policy or policies may be part of an umbrella policy; however, if such CGL insurance contains a general aggregate limit, it shall apply separately to this project location and expressly state the same on the certificate. A certificate of insurance evidencing such coverage shall be delivered by Grantee to Grantor before the use of any part of the Grantor's Property for any reason. All such policies shall contain a provision that not less than ten (10) days' written notice shall be given to the insureds prior to the cancellation, reduction in coverage, or other material change in any such policy. Each such policy shall also provide that the acts of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under the policy.

b. **Indemnity.** To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless Grantor, and its officers, directors, board members, agents, and

employees (“**Indemnified Parties**”) from and against claims, demands, payments, damages, losses, and expenses (“**Losses**”) arising from injury to or destruction of tangible property, including loss of use resulting therefrom, accident, bodily injury, death, or damage whatsoever caused to any person or entity caused in whole or in part by any act, omission, negligence, or fault within or affecting the Grantor’s Property. The foregoing notwithstanding, such indemnification obligation shall not extend to any Losses incurred as a result of the gross negligence or willful misconduct of Grantor. In any claim, action or proceeding brought against the Indemnified Parties which is subject to the foregoing indemnification obligation, Grantee shall defend against such action or proceeding at its sole expense by counsel selected by Grantee. This indemnity includes Grantee’s liability for all liens as specified in Section 3.c.

c. **Liens.** Grantor is an independent special district organized under Section 190, Florida Statutes and as such, its Property is not subject to liens. Grantee agrees that it will not suffer or permit any mechanics’ lien, equitable lien or any other lien or encumbrance of any kind to be filed or otherwise asserted against the Grantor’s Property. Grantee shall repair at its own cost and expense any and all damage to areas surrounding the Grantor’s Property caused by Grantee’s undertaking of the installation of the Road Improvements and upon completion of same Grantee shall promptly restore any such damaged areas surrounding the Grantor’s Property to a condition which is substantially similar to that which existed prior to the beginning of the installation of the Road Improvements.

4. **Duration.** This Easement and the rights granted herein will automatically terminate on the date which is the first to occur of (i) the parties executing a termination of this Easement and recording the same in the Public Records of St. Johns County, Florida or (ii) thirty-six (36) months from the date of this Easement. Upon such termination, this Easement shall be deemed null and void and of no further force or effect and the parties shall be relieved of any further rights and obligations hereunder.

5. **Remedies.**

a. Nothing herein shall be construed as a limitation, waiver or impairment of any right or remedy of any party hereto either as specifically set forth in other provisions of this Easement or as provided under Florida law. The parties hereto shall have all remedies under Florida law, both in law and in equity, including, without limitation, the rights of specific performance and injunction. All rights and remedies provided in this Easement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, or otherwise.

b. Except as otherwise specified in other sections of this Easement, in the event any of the parties hereto shall be in default in the performance of any of the terms and provisions contained in this Easement, then the non-defaulting party shall give written notice to the defaulting party specifying such default. If the defaulting party has not cured or committed to cure such default (in which event the defaulting party shall use due diligence and continual efforts in completing the steps necessary to cure the default) within thirty (30) days after receipt of such notice (unless such default is not able to be cured within such thirty (30) day period, in which event such cure period shall be extended so long as reasonably necessary to effectuate such cure,

but no longer than an additional sixty (60) days, provided that the defaulting party has commenced such cure within such thirty (30) day period and diligently proceeds to cure such default), the non-defaulting party shall have the right, but not the duty, to cure such default and, if necessary, to enter on or into the defaulting party's property to effectuate such cure. Grantor shall have a right to terminate this Easement, should Grantee not cure any default within the foregoing notice and cure period, immediately upon notice to Grantee. It is understood and agreed that no notice is required in order for a non-defaulting party to step in and effectuate a cure in the event an emergency situation exists, although written notice shall be immediately delivered after the cure has been initiated.

6. **Notices.** All notices which are required or permitted hereunder must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (i) when delivered by personal delivery, or (ii) one (1) business day after having been deposited with an expedited, reputable overnight courier service such as U.S. Express Mail, Federal Express or United Parcel Service, or (iii) delivered by email, to the following respective addresses:

Grantor: Creekside at Twin Creeks Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Craig Wrathell
Email: wrathellc@whhassociates.com

With a copy to: Cobb Cole
231 North Woodland Boulevard
DeLand, Florida 32720
Attn: Mark Watts, Esquire
Email: Mark.Watts@cobbcole.com

Grantee: Twin Creeks Ventures LLC
One Town Center Road, Suite 600
Boca Raton, Florida 33486
Attn: John T. Kinsey
Email: John.Kinsey@encorefunds.com

7. **Miscellaneous.**

a. **Authority.** Each party represents and warrants to the other that the individual executing this Easement has full power and authority to execute the same and to bind each such party to the covenants set forth herein. Each party represents and warrants to the other that no approval, joinder, or consent of any other party is required to effectuate the terms of this Easement.

b. **Time.** Time is of the essence with respect to every provision of this

Easement where time is a factor. Any reference herein to a time period shall, in the computation thereof, include Saturdays, Sundays and legal holidays, but any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

c. Gender; Construction. The singular shall include the plural, the plural the singular and use of any gender shall include all genders. The parties agree and acknowledge that each of same, together with their respective legal counsel, have contributed substantially to the preparation of this Easement, and, as such, this Easement shall not be interpreted more favorably against one party than the other solely upon the basis of which party actually drafted this Easement.

d. Attorneys' Fees. In the event of any controversy, claim, or dispute between the parties hereto relating to the subject matter of this Easement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including, but not limited to, reasonable attorneys' fees and costs, including such fees and costs incurred in connection with appellate proceedings and paralegal fees.

e. Further Assurances. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents, and to take such other action, as may be reasonably necessary to more effectively consummate the purposes of the subject matter hereof, any cost for the same to be borne by Grantee. Grantee covenants and agrees that it will exercise its use rights under this Easement in a manner which will not unreasonably interfere with the use by Grantor and other users permitted by Grantor of the Grantor's Property. Grantee shall use its best efforts not to disturb the use and enjoyment by Grantor and others of the Grantor's Property.

f. Counterparts. This Easement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

g. Governing Law. The existence, validity, construction, and operational effect of this Easement, and all of its covenants, agreements, representations, warranties, terms and conditions shall be determined in accordance with the laws of the Florida. The parties expressly agree that any dispute arising out of this Easement will be resolved in a non-jury trial, with the judge determining all issues of fact and law, and that the sole, exclusive venue for any dispute arising out of this Easement will be St. Johns County, Florida.

h. Severability. If any part of this Easement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Easement shall continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

i. Entire Agreement. This Easement and the exhibits hereto contain the entire agreement between the parties relating to the subject matter hereof and may not be changed except by an instrument in writing and signed by the parties.

GRANTOR:

Attest:

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman
Board of Supervisors

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by _____, as _____ of Creekside at Twin Creeks Community Development District, for and on behalf of the District. She/He is ____ personally known to me or has ____ produced _____ as identification.

Notary Public State of Florida

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by _____, as Secretary/Assistant Secretary of Creekside at Twin Creeks Community Development District, for and on behalf of the District. She/He is ____ personally known to me or has ____ produced _____ as identification.

Notary Public State of Florida

GRANTEE:

Signed, sealed and delivered in the presence of:

**TWIN CREEKS VENTURES
LLC**, a Florida limited liability
company

Witness #1 _____

Printed Name: _____

Witness #2 _____

Printed Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of Twin Creeks Ventures LLC, a Florida limited liability company, on behalf of the company. He is ____ personally known to me or has ____ produced _____ as identification.

Notary Public State of Florida

EXHIBIT "A"

Grantor's Property

The road rights-of-way designated as SWEET OAK WAY, SILVER CREEK PLACE and BROOMSEDGE CIRCLE on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 1A, recorded in Map Book 79, Pages 64 through 82, inclusive, Public Records of St. Johns County, Florida.

The road rights-of-way designated as SWEET OAK WAY and OXBOW BEND on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 1B, recorded in Map Book 82, Pages 79 through 85, inclusive, Public Records of St. Johns County, Florida.

The road rights-of-way designated as HERON OAKS DRIVE, SILVER SAGE LANE, CATESBY LANE, EAGLE RIDGE PLACE, AND BROOMSEDGE CIRCLE on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 1C, as recorded in Map Book 80, Pages 55 through 65, inclusive, Public Records of St. Johns County, Florida.

The road right-of-way designated as SILVER SAGE LANE on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 1D, recorded in Map Book 81, Pages 54 through 60, inclusive, Public Records of St. Johns County, Florida.

The road rights-of-way designated as SWITCHGRASS ROAD, TREE FROG WAY, SILVER REEF LANE and DEER TRAIL on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 2A, recorded in Map Book 92, Pages 81 through 90, inclusive, Public Records of St. Johns County, Florida.

The road rights-of-way designated as BRYBAR DRIVE, DEER TRAIL, SILVER REEF LANE, DIAMOND BACK AVENUE, SPARROW SONG PLACE AND WATERBROOK PLACE, on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 2B, according to the plat thereof, as recorded in Map Book 96, Pages 81 through 95, inclusive, Public Records of St. Johns County, Florida.

The road right-of-way designated as BRYBAR DRIVE, FELLBROOK DRIVE and TREE FROG WAY on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 2C, according to the plat thereof, as recorded in Map Book 97, Pages 1 through 8, inclusive, Public Records of St. Johns County, Florida.

The road right-of-way designated as FELLBROOK DRIVE on the plat of CREEKSIDE AT TWIN CREEKS - PHASE 2D, as recorded in Map Book 97, Pages 60 through 62, inclusive, Public Records of St. Johns County, Florida.

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

16

**BILL OF SALE AND ASSIGNMENT
OF PERSONAL PROPERTY**

In consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **TWIN CREEKS VENTURES LLC**, a Florida limited liability company, whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486 (“**TCV**”) hereby sells, conveys, assigns, and transfers to **CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**CDD**”), the following:

All of TCV’s right, title and interest in and to all tangible and intangible personal property pertaining solely to the property owned by the TCV and described on **Exhibit “A”** attached hereto and made a part hereof (the “**Property**”), including, without limitation, all equipment, fixtures, engineering plans, governmental permits, warranties, if any, licenses, entitlements, development approvals, and any other approvals, if any, belonging to or inuring to the benefit of TCV and pertaining solely to the Property, to the extent assignable.

IN WITNESS WHEREOF, TCV has caused this instrument to be duly executed on the _____ day _____, 2021.

TCV:

TWIN CREEKS VENTURES LLC, a Florida limited liability company

By: _____
John T. Kinsey, Manager

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CDD:

Attest:

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman
Board of Supervisors

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by _____, as _____ of Creekside at Twin Creeks Community Development District, for and on behalf of the District. She/He is ____ personally known to me or has ____ produced _____ as identification.

Notary Public State of Florida

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2021, by _____, as Secretary/Assistant Secretary of Creekside at Twin Creeks Community Development District, for and on behalf of the District. She/He is ____ personally known to me or has ____ produced _____ as identification.

Notary Public State of Florida

EXHIBIT "A"

The road rights-of-way designated as SWEET OAK WAY, SILVER CREEK PLACE and BROOMSEDGE CIRCLE on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 1A, recorded in Map Book 79, Pages 64 through 82, inclusive, Public Records of St. Johns County, Florida.

TRACTS E, J, L, M, P, S, S-1 and Z-1 (STORMWATER MANAGEMENT FACILITY), CREEKSIDE AT TWIN CREEKS - PHASE 1A, according to the plat thereof, as recorded in Map Book 79, Pages 64 through 82, inclusive, Public Records of St. Johns County, Florida.

The road rights-of-way designated as SWEET OAK WAY and OXBOW BEND on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 1B, recorded in Map Book 82, Pages 79 through 85, inclusive, Public Records of St. Johns County, Florida.

TRACT S-1 (STORMWATER MANAGEMENT FACILITY), CREEKSIDE AT TWIN CREEKS - PHASE 1B, according to the plat thereof, as recorded in Map Book 82, Pages 79 through 85, inclusive, Public Records of St. Johns County, Florida.

The road rights-of-way designated as HERON OAKS DRIVE, SILVER SAGE LANE, CATESBY LANE, EAGLE RIDGE PLACE, AND BROOMSEDGE CIRCLE on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 1C, as recorded in Map Book 80, Pages 55 through 65, inclusive, Public Records of St. Johns County, Florida.

TRACTS S-1, S-2 and S-3 (STORMWATER MANAGEMENT FACILITY), CREEKSIDE AT TWIN CREEKS - PHASE 1C, according to the plat thereof, as recorded in Map Book 80, Pages 55 through 65, inclusive, Public Records of St. Johns County, Florida.

The road right-of-way designated as SILVER SAGE LANE on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 1D, recorded in Map Book 81, Pages 54 through 60, inclusive, Public Records of St. Johns County, Florida.

TRACT S-1 (STORMWATER MANAGEMENT FACILITY), CREEKSIDE AT TWIN CREEKS - PHASE 1D, according to the plat thereof, as recorded in Map Book 81, Pages 54 through 60, inclusive, Public Records of St. Johns County, Florida.

The road rights-of-way designated as SWITCHGRASS ROAD, TREE FROG WAY, SILVER REEF LANE and DEER TRAIL on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 2A, recorded in Map Book 92, Pages 81 through 90, inclusive, Public Records of St. Johns County, Florida.

TRACT 4, 5 and 6 (STORMWATER MANAGEMENT FACILITY), CREEKSIDE AT TWIN CREEKS - PHASE 2A, according to the plat thereof, as recorded in Map Book 92, Pages 81 through 90, inclusive, Public Records of St. Johns County, Florida.

The road rights-of-way designated as BRYBAR DRIVE, DEER TRAIL, SILVER REEF LANE, DIAMONDBACK AVENUE, SPARROW SONG PLACE AND WATERBROOK PLACE, on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 2B, according to the plat thereof, as recorded in Map Book 96, Pages 81 through 95, inclusive, Public Records of St. Johns County, Florida.

TRACT 4 (STORMWATER MANAGEMENT FACILITY), CREEKSIDE AT TWIN CREEKS - PHASE 2B, according to the plat thereof, as recorded in Map Book 96, Pages 81 through 95, inclusive, Public Records of St. Johns County, Florida.

The road right-of-way designated as BRYBAR DRIVE, FELLBROOK DRIVE and TREE FROG WAY on the Plat of CREEKSIDE AT TWIN CREEKS - PHASE 2C, according to the plat thereof, as recorded in Map Book 97, Pages 1 through 8, inclusive, Public Records of St. Johns County, Florida.

TRACT 8 (STORMWATER MANAGEMENT FACILITY) and TRACT 6 (DRAINAGE), CREEKSIDE AT TWIN CREEKS - PHASE 2C, according to the plat thereof, as recorded in Map Book 97, Pages 1 through 8, inclusive, Public Records of St. Johns County, Florida.

The road right-of-way designated as FELLBROOK DRIVE on the plat of CREEKSIDE AT TWIN CREEKS - PHASE 2D, as recorded in Map Book 90, Pages 60 through 62, inclusive, Public Records of St. Johns County, Florida.

TRACTS V, W, X AND Y (CONSERVATION), CREEKSIDE AT TWIN CREEKS - PHASE 1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 79, PAGES 64 THROUGH 82, INCLUSIVE, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT C-1 (CONSERVATION), CREEKSIDE AT TWIN CREEKS - PHASE 1B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 82, PAGES 79 THROUGH 85, INCLUSIVE, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS C-1 AND C-2 (CONSERVATION), CREEKSIDE AT TWIN CREEKS - PHASE 1C, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 80, PAGES 55 THROUGH 65, INCLUSIVE, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS C-1 AND C-2 (CONSERVATION), CREEKSIDE AT TWIN CREEKS - PHASE 1D, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 81, PAGES 54 THROUGH 60, INCLUSIVE, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACTS 1 AND 2 (CONSERVATION), CREEKSIDE AT TWIN CREEKS - PHASE 2A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 92, PAGES 81 THROUGH 90, INCLUSIVE, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT 5 (CONSERVATION), CREEKSIDE AT TWIN CREEKS - PHASE 2B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 96, PAGES 81 THROUGH 95, INCLUSIVE, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT 4 (CONSERVATION), CREEKSIDE AT TWIN CREEKS - PHASE 2C, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 97, PAGES 1 THROUGH 8, INCLUSIVE, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

17A

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2021**

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 208,315	\$ -	\$ -	\$ 208,315
Investments				
Reserve 2016 A-1	-	205,441	-	205,441
Reserve 2016 A-2	-	157,677	-	157,677
Reserve 2016 A-3	-	273,349	-	273,349
Revenue 2016 A-1	-	393,143	-	393,143
Revenue 2016 A-2	-	9,435	-	9,435
Revenue 2016 A-3	-	233,316	-	233,316
Interest 2016 A-1	-	1	-	1
Prepayment 2016 A-1	-	17,476	-	17,476
Prepayment 2016 A-2	-	19,337	-	19,337
Principal 2016A-1	-	1	-	1
Construction 2015 BAN	-	-	1,936	1,936
Construction 2016 A-1	-	-	8,735	8,735
Construction 2016 A-2	-	-	3,099	3,099
Construction 2016 A-3	-	-	11,645	11,645
Due from Twin Creeks Ventures	35,531	308,440	-	343,971
Due from Lennar Homes	19,144	-	-	19,144
Due from LGI Homes	-	214,255	-	214,255
Due from general fund	-	81,330	-	81,330
Interest receivable	-	11	-	11
Total assets	<u>\$ 262,990</u>	<u>\$ 1,913,212</u>	<u>\$ 25,415</u>	<u>\$ 2,201,617</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Due to Twin Creeks Ventures	\$ 3,350	\$ -	\$ -	\$ 3,350
Due to Lennar Homes	467	2,156	-	2,623
Due to debt service fund 2016 A-1	48,566	-	-	48,566
Due to debt service fund 2016 A-3	32,764	-	-	32,764
Developer advance	2,500	-	-	2,500
Total liabilities	<u>87,647</u>	<u>2,156</u>	<u>-</u>	<u>89,803</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	54,675	522,706	-	577,381
Total deferred inflows of resources	<u>54,675</u>	<u>522,706</u>	<u>-</u>	<u>577,381</u>
Fund balances:				
Restricted for:				
Debt service	-	1,388,350	-	1,388,350
Capital projects	-	-	25,415	25,415
Unassigned	120,668	-	-	120,668
Total fund balances	<u>120,668</u>	<u>1,388,350</u>	<u>25,415</u>	<u>1,534,433</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 262,990</u>	<u>\$ 1,913,212</u>	<u>\$ 25,415</u>	<u>\$ 2,201,617</u>

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 6,387	\$ 90,191	\$ 91,427	99%
Lot closing	-	459	-	N/A
Total revenues	<u>6,387</u>	<u>90,650</u>	<u>91,427</u>	99%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	4,306	0%
Management/accounting/recording	4,000	24,000	48,000	50%
Legal	621	1,108	7,500	15%
Engineering	-	-	1,000	0%
Audit	-	-	3,500	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	500	1,000	50%
Trustee	10,500	10,500	10,500	100%
Telephone	17	100	200	50%
Postage	7	130	500	26%
Printing & binding	42	250	500	50%
Legal advertising	108	108	1,200	9%
Annual special district fee	-	175	175	100%
Insurance	-	8,782	8,976	98%
Contingencies/bank charges	400	460	500	92%
Website	-	705	705	100%
ADA website compliance	-	-	210	0%
Total professional & administrative	<u>15,778</u>	<u>46,818</u>	<u>89,522</u>	52%
Other fees & charges				
Tax collector	128	1,804	1,905	95%
Total other fees & charges	<u>128</u>	<u>1,804</u>	<u>1,905</u>	95%
Total expenditures	<u>15,906</u>	<u>48,622</u>	<u>91,427</u>	53%
Excess/(deficiency) of revenues over/(under) expenditures	(9,519)	42,028	-	
Fund balances - beginning	<u>130,187</u>	<u>78,640</u>	<u>84,437</u>	
Fund balances - ending	<u>\$ 120,668</u>	<u>\$ 120,668</u>	<u>\$ 84,437</u>	

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2015 BANS & 2016 BONDS
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net - 2016A-1	\$ 28,273	\$ 399,260	\$ 681,625	59%
Assessment levy: off-roll - 2016A-3	19,074	269,353	-	N/A
Assessment prepayments	-	17,133	-	N/A
Interest - 2016 A-1	2	19	-	N/A
Interest - 2016 A-2	2	9	-	N/A
Interest - 2016 A-3	2	16	-	N/A
Lot closing	-	3,168	-	N/A
Total revenues	<u>47,353</u>	<u>688,958</u>	<u>681,625</u>	101%
EXPENDITURES				
Principal - 2016A-1	-	100,000	105,000	95%
Principal prepayment - 2016A-1	-	70,000	-	N/A
Principal - 2016A-3	-	60,000	60,000	100%
Interest - 2016A-1	-	148,262	294,536	50%
Interest - 2016A-3	-	106,512	211,450	50%
Total expenditures	<u>-</u>	<u>484,774</u>	<u>670,986</u>	72%
Other fees and charges				
Tax collector	946	13,373	8,742	153%
Total other fees and charges	<u>946</u>	<u>13,373</u>	<u>8,742</u>	153%
Total expenditures	<u>946</u>	<u>498,147</u>	<u>679,728</u>	73%
Excess/(deficiency) of revenues over/(under) expenditures	46,407	190,811	1,897	10059%
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(2,265)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(2,265)</u>	<u>-</u>	N/A
Net change in fund balances	46,407	188,546	1,897	
Fund balance - beginning	1,341,943	1,199,804	914,134	
Fund balance - ending	<u>\$ 1,388,350</u>	<u>\$ 1,388,350</u>	<u>\$ 916,031</u>	

**CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2015 BANS & 2016 BONDS
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
OTHER FINANCING SOURCES/(USES)		
Transfers in	-	2,265
Total other financing sources/(uses)	<u>-</u>	<u>2,265</u>
Net change in fund balances	-	2,265
Fund balances - beginning	25,415	23,150
Fund balances - ending	<u>\$ 25,415</u>	<u>\$ 25,415</u>

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

17B

DRAFT

**MINUTES OF MEETING
CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Creekside at Twin Creeks Community Development District held a Virtual Public Hearing and Meeting on September 1, 2020, at 11:00 a.m., at <https://zoom.us/j/2043596216> and 1-929-205-6099, Meeting ID 204 359 6216 for both.

Present at the meeting, were:

John Kinsey	Chair
Bryan Kinsey	Vice Chair
Cora DiFiore	Assistant Secretary
Jared Bouskila	Assistant Secretary

Also present, were:

Howard McGaffney	District Manager
Sherry McNees	Evergreen POA Manager

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. McGaffney called the meeting to order at 11:04 a.m. In consideration of the COVID-19 pandemic, this meeting was being held virtually, via Zoom, and telephonically, as permitted under the Florida Governor’s Executive Orders, which allow local governmental public meetings to occur by means of communications media technology, including virtually and telephonically. The meeting was advertised to be held virtually and telephonically and the meeting agenda was posted on the District’s website.

Supervisors John Kinsey, Bryan Kinsey, Cora DiFiore and Jared Bouskila were present. Supervisor Robert Furlong was not present.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

37 **THIRD ORDER OF BUSINESS** **Acceptance of Resignation of Supervisor**
 38 **Robert Furlong, Seat 3 (Term Expires**
 39 **November, 2020)**
 40

41 This item was presented following the Ninth Order of Business.
 42

43 **FOURTH ORDER OF BUSINESS** **Discussion/Consideration of Candidate to**
 44 **Fill Unexpired Term of Seat 3**
 45

46 **A. Administration of Oath of Office to Newly Appointed Supervisor (the following will be**
 47 **provided in a separate package)**

48 **I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**
 49 **Employees**

50 **II. Membership, Obligations and Responsibilities**

51 **III. Financial Disclosure Forms**

52 **a. Form 1: Statement of Financial Interests**

53 **b. Form 1X: Amendment to Form 1, Statement of Financial Interests**

54 **c. Form 1F: Final Statement of Financial Interests**

55 **IV. Form 8B – Memorandum of Voting Conflict**

56 **B. Consideration of Resolution 2020-07, Designating a Chair, a Vice Chair, a Secretary,**
 57 **Assistant Secretaries, a Treasurer and an Assistant Treasurer of the District, and**
 58 **Providing for an Effective Date**

59 This item was presented following the Ninth Order of Business.
 60

61 **FIFTH ORDER OF BUSINESS** **Public Hearing on Adoption of Fiscal Year**
 62 **2020/2021 Budget**
 63

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

65 The affidavit of publication was included for informational purposes.

66 **B. Consideration of Resolution 2020-08, Relating to the Annual Appropriations and**
 67 **Adopting the Budget for the Fiscal Year Beginning October 1, 2020, and Ending**
 68 **September 30, 2021; Authorizing Budget Amendments; and Providing an Effective**
 69 **Date**

70 Mr. McGaffney reviewed the proposed Fiscal Year 2021 budget, which was unchanged
71 since it was last presented.

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On MOTION by Mr. John Kinsey and seconded by Mr. Bouskila, with all in favor, the Public Hearing was opened.

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No members of the public spoke.

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On MOTION by Mr. John Kinsey and seconded by Mr. Bouskila, with all in favor, the Public Hearing was closed.

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Mr. McGaffney presented Resolution 2020-08.

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On MOTION by Mr. John Kinsey and seconded by Mr. Bouskila, with all in favor, Resolution 2020-08, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2020, and Ending September 30, 2021; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

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SIXTH ORDER OF BUSINESS

Consideration of Resolution 2020-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2020/2021; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited To Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

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Mr. McGaffney presented Resolution 2020-09.

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On MOTION by Mr. John Kinsey and seconded by Mr. Bouskila, with all in favor, Resolution 2020-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2020/2021; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited To Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2019, Prepared by Berger, Toombs, Elam Gaines & Frank

Mr. McGaffney presented the Audited Financial Report for the Fiscal Year Ended September 30, 2019. There were no findings, irregularities or instances of noncompliance; it was a clean audit.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2020-10, Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2019

Mr. McGaffney presented Resolution 2020-10.

On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, Resolution 2020-10, Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2019, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2020-11, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date

Mr. McGaffney presented Resolution 2020-11.

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On MOTION by Mr. John Kinsey and seconded by Mr. Bouskila, with all in favor, Resolution 2020-11, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date, was adopted.

- **Acceptance of Resignation of Supervisor Robert Furlong, Seat 3 (*Term Expires November, 2020*)**

This item, previously the Third Order of Business, was presented out of order.

Mr. McGaffney presented the resignation letter from Mr. Robert Furlong.

On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, the resignation of Mr. Robert Furlong, dated July 10, 2020, was accepted.

- **Discussion/Consideration of Candidate to Fill Unexpired Term of Seat 3**

This item, previously the Fourth Order of Business, was presented out of order.

Mr. Bryan Kinsey nominated Mr. Pat Coomer to fill the unexpired term of Seat 3. No other nominations were made.

On MOTION by Mr. John Kinsey and seconded by Mr. Bryan Kinsey, with all in favor, the appointment of Mr. Pat Coomer to Seat 3, term expires November 2020, was approved.

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

- I. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

- II. **Membership, Obligations and Responsibilities**

- III. **Financial Disclosure Forms**

- a. **Form 1: Statement of Financial Interests**

- b. **Form 1X: Amendment to Form 1, Statement of Financial Interests**

180 c. Form 1F: Final Statement of Financial Interests

181 IV. Form 8B – Memorandum of Voting Conflict

182 Mr. McGaffney stated that he would administer the Oath of Office prior to Mr. Coomer
183 prior to the next meeting.

184 B. Consideration of Resolution 2020-07, Designating a Chair, a Vice Chair, a Secretary,
185 Assistant Secretaries, a Treasurer and an Assistant Treasurer of the District, and
186 Providing for an Effective Date

187 Mr. McGaffney presented Resolution 2020-07. Mr. John Kinsey nominated the
188 following slate of officers:

189	Chair	John Kinsey
190	Vice Chair	Pat Coomer
191	Secretary	Craig Wrathell
192	Assistant Secretary	Bryan Kinsey
193	Assistant Secretary	Jared Bouskila
194	Assistant Secretary	Cora DiFiore
195	Assistant Secretary	Howard McGaffney
196	Treasurer	Craig Wrathell
197	Assistant Treasurer	Jeff Pinder

198 No other nominations were made.

199

200 On MOTION by Mr. John Kinsey and seconded by Mr. Bouskila, with all in
201 favor, Resolution 2020-07, Designating a Chair, a Vice Chair, a Secretary,
202 Assistant Secretaries, a Treasurer and an Assistant Treasurer of the District, as
203 nominated, and Providing for an Effective Date, was adopted.

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206 TENTH ORDER OF BUSINESS

CONSENT AGENDA ITEMS

207

208 A. Acceptance of Unaudited Financial Statements as of July 31, 2020

209 B. Approval of May 19, 2020 Virtual Public Meeting Minutes

210 Mr. McGaffney presented the Consent Agenda Items.

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On MOTION by Mr. John Kinsey and seconded by Mr. Bouskila, with all in favor, the Consent Agenda Items, as presented, were accepted and approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Cobb Cole*

There being no report, the next item followed.

B. District Engineer: *Prosser, Inc.*

There being no report, the next item followed.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

There being no report, the next item followed.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

Mr. Bouskila asked if the November meeting would include registered voters in the District. Discussion ensued regarding qualified electors, registered voters and remaining Developer lots. Mr. Mc Gaffney stated that he would advise the Board, via an internal memo.

THIRTEENTH ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Adjournment

There being no further business to discuss, the meeting adjourned.

On MOTION by Mr. John Kinsey and seconded by Mr. Bouskila, with all in favor, the meeting adjourned at 11:24 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

18DI



April 20, 2021

Creekside at Twin Creeks CDD
Attn: Daphne Gillyard, Dir. Of Admin Services
c/o Wrathell, Hunt and Assoc., Inc.
2300 Glades Rd., Suite 410W
Boca Raton, FL 33431

Dear Ms. Gillyard:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Creekside at Twin Creeks CDD

713 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2021.

Please contact us if we may be of further assistance.

Sincerely,

A handwritten signature in blue ink that reads "Vicky C. Oakes". The signature is written in a cursive style.

Vicky C. Oakes
Supervisor of Elections

VO/ew

CREEKSIDE AT TWIN CREEKS
COMMUNITY DEVELOPMENT DISTRICT

18D II

CREEKSIDE AT TWIN CREEKS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

**St. Augustine Outlets Community Room, 500 Outlet Mall Blvd., Suite 25, St. Augustine, Florida 32084*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 13, 2020 CANCELED	Regular Meeting	11:00 A.M.
January 19, 2021 CANCELED	Regular Meeting	11:00 A.M.
March 16, 2021 CANCELED	Regular Meeting	11:00 A.M.
April 13, 2021* CANCELED	Regular Meeting	10:00 A.M.
May 18, 2021*	Regular Meeting	12:00 P.M. 11:00 A.M.
July 20, 2021*	Regular Meeting	11:00 A.M.
September 7, 2021*	Public Hearing and Regular Meeting	11:00 A.M.