TWIN CREEKS NORTH

COMMUNITY DEVELOPMENT
DISTRICT

June 28, 2023
BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Twin Creeks North 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

June 21, 2023

Board of Supervisors
Twin Creeks North Community Development District

ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Twin Creeks North Community Development District will hold a Special Meeting on June 28, 2023 at 12:30 p.m., at the Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Consideration of Drainage Easement
- 4. Consideration of Traffic Enforcement Along Albany Bay Blvd.
- 5. NEXT MEETING DATE: July 25, 2023 at 1:00 PM, or immediately following the adjournment of the Creekside at Twin Creeks CDD Meeting, scheduled to commence at 12:15 PM
 - QUORUM CHECK

SEAT 1	JOHN KINSEY	In Person	PHONE	No
SEAT 2	CHRISTOPHER MCKINNEY	In Person	PHONE	No
SEAT 3	NEAL SHACT	In Person	PHONE	☐ No
SEAT 4	BRYAN KINSEY	In Person	PHONE	☐ No
SEAT 5	Jared Bouskila	In Person	PHONE	☐ No

- 6. Board Members' Comments/Requests
- 7. Public Comments
- 8. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (561) 909-7930.

Sincerely,

Daniel Rom District Manager FOR BOARD AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094

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PARTICIPANT CODE: 528 064 2804

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

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Prepared By and Return To: Brett Kinsey, Esq. GrayRobinson, P.A. 401 E. Jackson Street, Suite 2700 Tampa, Florida 33616

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "<u>Agreement</u>") is made effective as of this ____ day of June, 2023 (the "<u>Effective Date</u>") by TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("<u>CDD</u>"), whose address is 2300 Glades Rd Suite 410W, Boca Raton, FL 33431, TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company ("<u>TCDA</u>"), whose address is One Town Center Road, Suite 600, Boca Raton, Florida 33486, and LOWE'S HOME CENTERS, LLC, a North Carolina limited liability company ("<u>Lowe's</u>"), 1000 Lowe's Blvd, Mooresville, NC 28117. (TCDA and CDD are sometimes together referred to as "<u>Grantors</u>" and references to "<u>Grantor</u>" refer to both TCDA and CDD separately. TCDA, CDD and Lowe's are sometimes together referred to herein as the "<u>Parties</u>", and each separately as a "<u>Party</u>").

WITNESSETH:

WHEREAS, Lowe's is the lessee pursuant to a certain ground lease of property located within St. Johns County, Florida (the "<u>County</u>") as described on <u>Exhibit A</u> attached hereto (the "<u>Lowe's Property</u>").

WHEREAS, CDD is the owner of property located within the County identified as Tract 15 on the plat of Beachwalk Boulevard at Twin Creeks North Phase 2, recorded in Map Book 87, Pages 3 through 12, inclusive, of the Public Records of the County (the "<u>CDD Easement Area</u>").

WHEREAS, TCDA is the owner of property located within the County identified on the Plat as Tract 15A on the plat of Beachwalk Boulevard at Twin Creeks North Phase 2, recorded in Map Book 87, Pages 3 through 12, inclusive, of the Public Records of the County (the "<u>TCDA</u> <u>Easement Area</u>" and together with the CDD Easement Area, the "<u>Easement Areas</u>")

WHEREAS, CDD and TCDA desire to grant to Lowe's, for the benefit of the Lowe's Property, certain easements as set forth herein.

- **NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:
- 1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

- 2. **Grant of Drainage Easement**. CDD does hereby grant, bargain, sell and convey to Lowe's, for the benefit of the Lowe's Property, a non-exclusive easement, on, over, across and through the CDD Easement Area, to receive, discharge, drain and convey stormwater from the Lowe's Property, subject to compliance with any and all applicable permits and laws with regard thereto, as the same may be modified or amended from time to time. TCDA does hereby grant, bargain, sell and convey to Lowe's, for the benefit of the Lowe's Property, a non-exclusive easement, on, over, across and through the TCDA Easement Area, to receive, discharge, drain and convey stormwater from the Lowe's Property, subject to compliance with any and all applicable permits and laws with regard thereto, as the same may be modified or amended from time to time
- 3. Construction and Maintenance. Lowe's shall not install any drainage facilities within the Easement Areas other than certain stormwater drainage pipes and structures serving the Lowe's Property (the "Drainage Facilities") which shall discharge, drain and convey stormwater through and to the Easement Areas. Lowe's shall be responsible, at its sole cost and expense, for the maintenance, repair and restoration of any Drainage Facilities and shall keep the Drainage Facilities in good repair and condition such that water draining through the Drainage Facilities into the Easement Area has been properly treated as may be required by then-current federal, state, and local laws, ordinances, rules, regulations, permits and approvals, including permits issued by the St. Johns River Water Management District and the State of Florida Department of Environmental Protection, and any future modifications or amendments thereto (collectively, "Applicable Law"). In the event that Lowe's shall fail to maintain the same and such failure shall continue for a period of thirty (30) days after either TCDA or CDD has provided written notice of such failure to Lowe's, then either TCDA or CDD shall have the right to perform any such maintenance or repair on behalf of Lowe's necessary to restore the Drainage Facilities in accordance with the original plans for the installation thereof and Lowe's shall, within thirty (30) days following receipt of a written invoice from either TCDA or CDD, as applicable, reimburse TCDA or CDD, as applicable, for any and all reasonable and documented out-of-pocket expenses incurred by TCDA or CDD, as applicable, in connection with such maintenance and/or repairs. Lowe's shall, at its sole cost and expense, repair any damage to the Easement Areas (or portions thereof), and/or any improvements therein, caused by the performance of any of Lowe's installation, operation, maintenance, repair, replacement, and/or removal of the Drainage Facilities; provided, however, that in no event shall Lowe's be liable for any such repairs to the extent the need for such repairs resulted from the gross negligence, willful misconduct or breach of this Agreement by TCDA, CDD and/or their respective tenants, successors and assigns and each of their respective members, managers, partners and/or affiliates (collectively, the "Grantor Parties").

4. **Obligations**.

a. Any rights granted hereunder shall be exercised only in accordance and compliance with any Applicable Law. Lowe's covenants and agrees that it shall not discharge nor allow the discharge by others from the Lowe's Property into or within the Easement Area or any other portion of the surrounding property, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, in each case, in violation of Applicable Law. LOWE'S ACKNOWLEDGES THAT THE EASEMENT AREA IS WITHIN AN ENVIRONMENTALLY SENSITIVE WETLANDS

- AREA. DRAINAGE INTO THE EASEMENT AREA WILL BE REQUIRED TO COMPLY WITH CERTAIN REQUIREMENTS/ENGINEERING PRACTICES REQUIRED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, UNITED STATES ARMY CORPS OF ENGINEERS, OR OTHER GOVERNMENTAL ENTITIES, INCLUDING PRE-TREATMENT OF THE WATER, TO MITIGATE THE ADVERSE IMPACT OF DRAINAGE ONTO WETLANDS.
- Environmentally sensitive areas, including conservation and wetland areas, b. are located throughout the Easement Area, the property owned by TCDA and its affiliates adjacent thereto (the "TCDA Property"), the CDD (the "CDD Property" and together with the TCDA Property, the "Grantor Property") and the Lowe's Property (collectively, the "Wetland Areas"). The Wetland Areas are governed by Applicable Law, including without limitation those promulgated by the St. Johns River Water Management District ("SJRWMD"). Lowe's agrees, as may be applicable in connection with its lease of Property and construction of improvements thereon, to comply in all material respects with all applicable rules and regulations relating to the Wetland Areas and to take commercially reasonable steps to prevent its employees, vendors, subcontractors, and agents from adversely impacting any lakes or other protected area of the Grantor Property or the Wetland Areas. The Wetland Areas and lakes in the surrounding development known as Twin Creeks relating to surface water management are not designed as aesthetic features. Due to fluctuation in groundwater elevations, the water levels in these areas will rise and fall. Neither TCDA nor CDD has control over such water levels or the plant growth in the littoral zones of such areas. Lowe's shall not alter, modify, expand or fill any portion of the Wetland Areas without the prior written approval of TCDA, CDD, the SJRWMD, and any other governmental entity having authority over the Wetland Areas. Lowe's acknowledges that (i) portions of the Wetland Areas may be owned on a long-term basis by TCDA or the CDD; (ii) TCDA or the CDD may be the entity responsible for the maintenance of the Wetland Areas once the wetland mitigation work required by the existing environmental resource permits for the Development has been completed in such Wetland Areas; and (iii) the CDD may be responsible for payment of the cost of maintaining such Wetland Areas.
- 5. **Beneficiaries of Easement Rights/Binding Effect**. The easements set forth in this Agreement shall be (a) easements appurtenant to the Easement Area, for the sole benefit and use of Lowe's, and its successors and assigns, and its agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), only to the extent necessary to carry out the purpose of the easements granted in this Agreement, (b) binding upon the Easement Area and the Lowe's Property, and (c) a covenant running with the title to the Easement Area and the Lowe's Property.
- 6. **Limitation on Use**. Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights other than those expressly provided for herein. Lowe's, TCDA, and CDD acknowledge and agree that any rights granted hereunder shall be exercised by Lowe's, TCDA, or CDD only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.

- 7. **Amendments and Waivers**. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except as set forth herein or by a further agreement in writing duly executed by the Parties and recorded in the Public Records of the County. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof unless such waiver is in writing and signed by the party waiving such right, and every such right may be exercised at any time during the continuance of such default. A written waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have at law or in equity by reason of any breach of the provisions of this Agreement.
- 8. **Insurance**. Lowe's at all times, and any of its contractors accessing and performing work on the Easement Area, shall each during the time such work is being performed, maintain general public liability insurance to afford protection against claims for bodily injury or property damage arising directly or indirectly out of the exercise of the rights and privileges granted herein. Said insurance shall each have a limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate with respect to bodily injury and property damage, and \$2,000,000.00 Completed Operations coverage and such Completed Operations Coverage be provided through the Statute of Repose. All insurance required under this Agreement shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida and naming TCDA and CDD as an additional insured with all such insurance policies to be primary and noncontributory.
- 9. **Attorneys' Fees**. Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive the termination of this Agreement.
- 10. **Miscellaneous**. No other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, the remainder of such provisions shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement shall be construed in accordance with the laws of the State of Florida. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of TCDA, CDD, and Lowe's and their respective successors and assigns.

11. **Liens**. Lowe's shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or otherwise encumbering any of the Grantor Property in connection with the exercise of its rights hereunder that is not satisfied or bonded over within thirty (30) days after the filing thereof. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent of TCDA or CDD, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the Grantor Property or any part thereof, nor as giving Lowe's any right, power, or authority to contract for or permit the rendering of any services other than a contract or permit for the installation, construction, repair, replacement, or maintenance of the Drainage Facilities in accordance with this Agreement, or the furnishing of any materials that would give right to any mechanic's, materialman's or other liens against the Grantor Property or any portion thereof. In the event any such lien is attached to the Grantor Property (or any portion thereof), then, in addition to any other right or remedy of TCDA or CDD, the owner of the burdened portion of the Grantor Property may, but shall not be obligated to, discharge the same. Any amount paid by such owner for any of the aforesaid purposes shall be paid by Lowe's to such owner on demand. Lowe's shall indemnify and hold harmless TCDA, CDD and their respective tenants, successors and assigns and each of their respective members, managers, partners, and/or affiliates for all expenses incurred by TCDA or CDD as a result of the failure of Lowe's to fulfill its obligations under this Section 12.

12. **Indemnity**.

a. Lowe's hereby agrees to defend, indemnify and hold harmless TCDA, CDD, and each of their respective successors, assigns, members, managers, partners, and/or affiliates from and against any and all third party actions, causes of action, claims, demands, liabilities, judgments, costs, losses, and/or expenses whatsoever (including, without limitation reasonable attorneys' fees at trial and appellate levels) (collectively, "Losses") to the extent arising out of the grossly negligent acts, willful misconduct of, or breach of this Agreement by, Lowe's, any of its tenants or any of their respective officers, staff, agents, employees, consultants, representatives and/or contractors (and their subcontractors, employees, and materialmen) (collectively, the "Lowe's Parties"), solely in connection with the exercise of the rights granted to Lowe's under this Agreement; provided, however, that Lowe's shall not be liable from any Losses arising out of (i) the gross negligence, willful misconduct or breach of this Agreement by TCDA, CDD or any

of their respective officers, staff, agents, employees, consultants, representatives and/or contractors (and their subcontractors, employees, and materialmen) (collectively, the "<u>Grantor Parties</u>") or (ii) any pre-existing condition merely discovered in, on, under or above the Easement Area (and not exacerbated) by Lowe's or any Lowe's Party.

- b. CDD hereby agrees to defend, indemnify and hold harmless Lowe's and its successors, assigns, members, managers, partners, and/or affiliates from and against any and all third party Losses to the extent arising out of the grossly negligent acts, willful misconduct of, or breach of this Agreement by, CDD or any CDD Party, solely in connection with the exercise of the rights granted to Lowe's under this Agreement; provided, however, that CDD shall not be liable from any Losses arising out of the gross negligence, willful misconduct or breach of this Agreement by Lowe's, any Lowe's Party, TCDA, or any TCDA Party.
- c. TCDA hereby agrees to defend, indemnify and hold harmless Lowe's and its successors, assigns, members, managers, partners, and/or affiliates from and against any and all third party Losses to the extent arising out of the grossly negligent acts, willful misconduct of, or breach of this Agreement by, TCDA or any TCDA Party, solely in connection with the exercise of the rights granted to Lowe's under this Agreement; provided, however, that TCDA shall not be liable from any Losses arising out of the gross negligence, willful misconduct or breach of this Agreement by Lowe's, any Lowe's Party, CDD, or any CDD Party.
- 13. **Notices**. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one (1) day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice to the other Party.
- 14. **Remedies**. In the event that either Party fails to comply with the covenants, terms, or conditions of this Agreement and such failure continues for more than thirty (30) days following the non-breaching Party's delivery of written notice of such failure, then, in addition to any remedies provided to the non-breaching Party in this Agreement, the non-breaching Party shall have the right to exercise any and all remedies available at law or in equity. The foregoing sentence notwithstanding, in the event that any failure described in such sentence is incapable of being cured within thirty (30) days, then the breaching Party shall have an additional period, not exceeding forty-five (45) days, within which to effect such cure, provided that the breaching Party shall at all times during such additional period be diligently pursuing the effectuation of a remedy to the subject failure. In addition to, and without limiting, the foregoing, the failure of Lowe's to cure any default on or before the deadlines set forth in this Section 14 shall not in any way adversely impact Lowe's enjoyment of the rights granted to Lowe's pursuant to this Agreement.
- 15. **No Public Dedication**. Nothing contained in this Agreement shall, in any way, be deemed or constituted a gift of or dedication of any portion of any lands described herein to the general public or for the benefit of the general public whatsoever, it being the intention of the

parties hereto that this Agreement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the parties herein named.

- 16. Waiver of Trial by Jury. TCDA, CDD, AND LOWE'S HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR TCDA, CDD, AND LOWE'S ENTERING INTO THIS AGREEMENT.
- 17. **Severability**. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
- 18. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

Signed, sealed, and delivered in the presence of	TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes
Print Name:	-
	By: Print Name:
Print Name:	m' 1
	Attest:
Print Name:	DEVEL ODMENT DISTRICT
	By:
	Print Name:
Print Name:	
district. He \square is personally known to r	ne or □ has produced a as identification.
	(NOTARY SEAL)
	Printed/typed name:Notary Public-State of:
	My commission expires:
	Commission number:
□ physical presence or □ online notari the of	signed, sealed, delivered, and acknowledged before me by means of zation this day of June, 2023, by Twin Creeks North Community Development District, a local unit
	ished pursuant to Chapter 190, Florida Statutes, on behalf of the ne or □ has produced a as identification.
	(NOTARY SEAL)Printed/typed name:
	Notary Public-State of:
	My commission expires:
	Commission number:

Signed, sealed, and delivered in the presence of	TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, a Florida limited liability company
Print Name:	monty company
	By: John T. Kinsey, Manager
Print Name:	
means of \square physical presence or \square or Kinsey, the Manager of Twin Creeks	signed, sealed, delivered, and acknowledged before me by aline notarization this day of June, 2023, by John T Development Associates, LLC, a Florida limited liability He □ is personally known to me or □ has produced action.
	(NOTARY SEAL)
	Printed/typed name:
	Notary Public-State of:
	My commission expires:
	Commission number:

LOWE'S:

Lowe's Home Centers, LLC, a North Carolina limited liability company

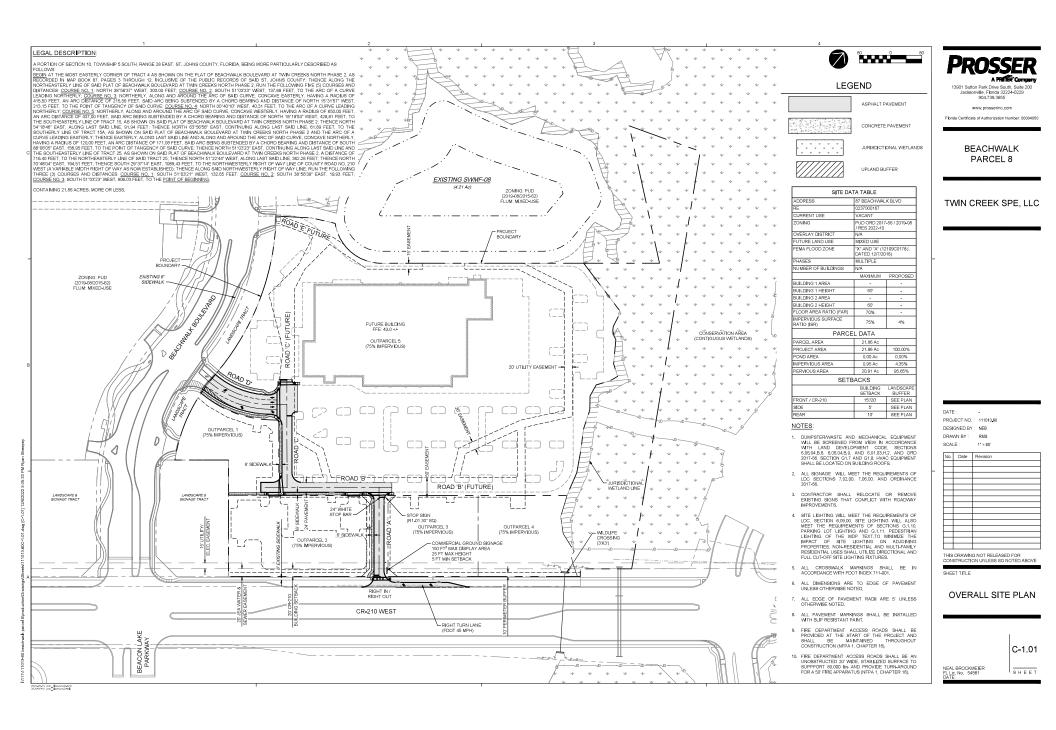
By: Name: Title:
STATE OF)) ss. COUNTY OF)
COUNTY OF)
ON THIS day of, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the of LOWE'S HOME CENTERS, LLC, a North Carolina corporation, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
Notary Public: Printed Name: My Commission Expires:
My Commission Expires:

Exhibit "A" Lowe's Property

TCN PARCEL 8 (LOWE'S LEASE PARCEL);

A PORTION OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF TRACT 4, BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 87, PAGES 3 THROUGH 12, INCLUSIVE OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID TRACT 4 OF BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 2, NORTH 38°56'37" WEST, A DISTANCE OF 208.53 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE, NORTH 51°03'19" EAST, A DISTANCE OF 129.80 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 38°56'27" WEST, A DISTANCE OF 194.20 FEET; THENCE SOUTH 52°52'40" WEST, A DISTANCE OF 20.73 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 286.41 FEET, A CENTRAL ANGLE OF 39°12'32", A CHORD THAT BEARS SOUTH 72°02'04" WEST, AND A CHORD DISTANCE OF 192.19 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 196.00 FEET TO A POINT ON THE EASTERLY LINE OF TRACT 26, OF THE AFORESAID PLAT OF BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 2; SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 415.50 FEET, A CENTRAL ANGLE OF 04°00'19", A CHORD THAT BEARS NORTH 02°40'22" WEST, A CHORD DISTANCE OF 29.04 FEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.05 FEET, TO THE POINT OF TANGENCY: THENCE CONTINUE ALONG THE EAST LINE OF TRACT 26. NORTH 00°40'10" WEST, A DISTANCE OF 40.31 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 38°31'13" AND A CHORD THAT BEARS NORTH 18°18'53" WEST, AND A CHORD DISTANCE OF 428.81 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AND THE EASTERLY LINE OF TRACT 26, TO THE SOUTHEASTERLY LINE OF TRACT 15, AS SHOWN ON AFORESAID PLAT OF BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 2; THENCE NORTH 54°18'46" EAST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 91.94 FEET: THENCE NORTH 63°56'56" EAST, CONTINUING ALONG LAST SAID LINE, A DISTANCE OF 61.89 FEET. TO THE SOUTHERLY LINE OF TRACT 15A. AS SHOWN ON AFORESAID PLAT OF BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 2 AND THE ARC OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 120.00, A CENTRAL ANGLE OF 81°40'53", A CHORD THAT BEARS SOUTH 88°06'05"EAST, AND A CHORD DISTANCE OF 156.95 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 171.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE. CONTINUING ALONG SAID SOUTHEASTERLY LINE OF TRACT 15A AND THE SOUTHEASTERLY LINE OF TRACT 25 OF AFORESAID BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 2, NORTH 51°03'23" EAST, A DISTANCE OF 716.40 FEET, TO THE NORTHEASTERLY LINE OF SAID TRACT 25; THENCE NORTH 51°22'44" WEST, ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 362.28 FEET TO THE NORTHEASTERLY CORNER OF SAID TRACT 25; THENCE NORTH 70°48'04" EAST, ALONG THE EASTERLY EXTENSION OF SAID TRACT 25, A DISTANCE OF 194.51 FEET; THENCE SOUTH 29°37'14" EAST, A DISTANCE OF 1089.43 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210 WEST (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED); THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, SOUTH 51°03'21" WEST, A DISTANCE OF 132.65 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 50°00'00" WEST, A DISTANCE OF 38.69 FEET; RUN THENCE NORTH 70°37'20" WEST, A DISTANCE OF 53.27 FEET; THENCE NORTH 47°16'24" WEST, A DISTANCE OF 44.38 FEET; THENCE NORTH 31°36'27" WEST, A DISTANCE OF 61.79 FEET; THENCE SOUTH 51°03'51" WEST, A DISTANCE OF 742.30 FEET, TO THE POINT OF BEGINNING.



Beachwalk Boulevard at Twin Creeks North Phase 2

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 87 PAGE 3

SHEET 1 OF 10 SHEETS SEE SHEET 3 FOR GENERAL NOTES & LEGEND

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

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 8912'49" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 779.33 FEET, TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210, (A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED PURSUANT TO DEED RECORDED IN OFFICIAL RECORDS BOOK 4156, PAGE 1162 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA); THENCE NORTH 51'03'23" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 5116.71 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 38'56'37" WEST, 300.00 FEET; THENCE NORTH 51'03'23" EAST, 140.37 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 643.00 FEET, AN ARC DISTANCE OF 192.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 2317'49" WEST, 192.07 FEET; THENCE NORTH 01'05'20" WEST, 50.59 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 633.00 FEET, AN ARC DISTANCE OF 150.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03"27"43" WEST, 149.68 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 442.00 FEET, AN ARC DISTANCE OF 170.94 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°45'05" WEST, 169.88 FEET; THENCE NORTH 28°17'18" EAST, 10.84 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY, THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 450.00 FEET, AN ARC DISTANCE OF 20.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 21'04'09" WEST, 20.41 FEET; THENCE SOUTH 53'09'33" WEST, 75.00 FEET; THENCE NORTH 36'50'27" WEST, 90.00 FEET; THENCE SOUTH 53'09'33" WEST, 10.72 FEET; THENCE NORTH 36'50'27" WEST, 50.00 FEET; THENCE NORTH 53'09'33" EAST, 99.16 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 450.00 FEET, AN ARC DISTANCE OF 566.18 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 76'23'39" WEST, 529.57 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7600.00 FEET, AN ARC DISTANCE OF 256.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68'31'48" WEST, 256.90 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED AS CONSERVATION EASEMENT NO. 8, PHASE 3, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4224, PAGE 769, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 39'11'49" WEST, ALONG LAST SAID LINE, 19.99 FEET, TO THE NORTHERLY LINE OF SAID LANDS; THENCE SOUTH 69"12'23" WEST, ALONG LAST SAID LINE, 25.15 FEET, TO THE NORTHERLY LINE OF THOSE LANDS DESIGNATED AS CONSERVATION EASEMENT NO. 2, PHASE 5, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4224, PAGE 931, OF SAID PUBLIC RECORDS; THENCE WESTERLY, SOUTHWESTERLY, AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING (2) TWO COURSES AND DISTANCES: COURSE NO. 1: SOUTH 73'07'35" WEST, 55.25 FEET; AND COURSE NO. 2: SOUTH 61'02'07" WEST, 25.61 FEET, TO THE WESTERLY LINE OF SAID CONSERVATION EASEMENT NO. 2, PHASE 5; THENCE WESTERLY, SOUTHWESTERLY, SOUTHEASTERLY, AND SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING (2) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 41'29'26" EAST, 9.11 FEET; AND COURSE NO. 2: SOUTH 10'17'39" WEST, 10.68 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7600.00 FEET, AN ARC DISTANCE OF 400.30 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71'52'07" WEST, 400.26 FEET; THENCE SOUTH 28'54'38" WEST, 43.41 FEET; THENCE SOUTH 16'05'22" EAST, 3.14 FEET; THENCE SOUTH 73'54'38" WEST, 83.62 FEET; THENCE NORTH 16°05'22" WEST, 6.76 FEET; THENCE NORTH 61°05'22" WEST, 38.30 FEET, TO THE ARC OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7600.00 FEET, AN ARC DISTANCE OF 401.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75'57'21' WEST, 401.15 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 7400.00 FEET, AN ARC DISTANCE OF 1344.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72"15'43" WEST, 1342.94 FEET, TO THE EASTERLY LINE OF TRACT 10A AS SHOWN ON THE PLAT OF BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 1 AND RECORDED IN MAP BOOK ___, PAGES ___ THROUGH ___, INCLUSIVE OF SAID PUBLIC RECORDS; THENCE NORTH 22'56'39" WEST, ALONG LAST SAID LINE, ALONG THE EASTERLY TERMINUS OF BEACHWALK BOULEVARD AND ALONG THE EASTERLY LINE OF TRACT 11A, AS SHOWN ON SAID PLAT OF BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 1, A DISTANCE OF 200.00 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 7600.00 FEET, AN ARC DISTANCE OF 1381.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72"15'43" EAST. 1379.24 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY;

THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7400.00 FEET, AN ARC DISTANCE OF 408.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 75°53'18" EAST, 407.99 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 62.00 FEET, AN ARC DISTANCE OF 15.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°42'50" EAST, 15.75 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7385.55 FEET, AN ARC DISTANCE OF 102.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 73'51'44" EAST, 102.58 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 62.00 FEET, AN ARC DISTANCE OF 15.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 37'49'07" EAST, 15.50 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7353.00 FEET, AN ARC DISTANCE OF 130.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72'55'25" EAST, 130.26 FEET; THENCE NORTH 17'35'02" WEST, 53.16 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 45.00 FEET, AN ARC DISTANCE OF 6.95 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°09'28" WEST, 6.95 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 187.00 FEET, AN ARC DISTANCE OF 95.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 23'24'27" WEST, 94.58 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, AN ARC DISTANCE OF 20.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26'32'14" WEST, 19.97 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 15°01'06" WEST, 204.21 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY, THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 318.00 FEET, AN ARC DISTANCE OF 246.81 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 3715'10" WEST, 240.66 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 59'29'13" WEST, 74.44 FEET; THENCE NORTH 67'58'28" EAST, 381.58 FEET; THENCE SOUTH 43'32'38" EAST, 375.32 FEET; THENCE SOUTH 26'42'47" EAST, 370.50 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS, DESIGNATED AS CONSERVATION EASEMENT NO. 1, PHASE 4, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4224, PAGE 870, OF SAID PUBLIC RECORDS; THENCE NORTH 66"13"30" EAST, ALONG LAST SAID LINE, 111.40 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS, DESIGNATED AS CONSERVATION EASEMENT NO. 9, PHASE 3, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4224, PAGE 769, OF SAID PUBLIC RECORDS; THENCE NORTH 71'36'21" EAST, ALONG LAST SAID LINE, 27.26 FEET, TO THE EASTERLY LINE OF LAST SAID LANDS; THENCE NORTH 05'05'45" EAST, ALONG LAST SAID LINE, 29.69 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7445.00 FEET, AN ARC DISTANCE OF 6.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67'35'12" EAST, 6.54 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY, THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 561.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87'41'21" EAST, 544.24 FEET; THENCE NORTH 27'03'36" EAST, 406.61 FEET; THENCE NORTH 70'48'04" EAST, 630.86 FEET; THENCE SOUTH 51'22'44" EAST, 362.28 FEET; THENCE SOUTH 51'03'23" WEST, 716.40 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 171.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88'06'05" WEST, 156.95 FEET; THENCE SOUTH 63°56'56" WEST, 61.89 FEET; THENCE SOUTH 54°18'46" WEST, 91.94 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 437.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18'18'53" EAST, 428.81 FEET; THENCE SOUTH 00'40'10" EAST, 40.31 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 415.50 FEET, AN ARC DISTANCE OF 215.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15'31'56" EAST, 213.15 FEET; THENCE NORTH 51'03'23" EAST, 137.88 FEET; THENCE SOUTH 38'56'37" EAST, 300.00 FEET, TO AFORESAID NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 210: THENCE SOUTH 51'03'23" WEST. ALONG LAST SAID LINE, 510.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 38.86 ACRES, MORE OR LESS.

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY THAT ON THIS 3 DAY OF CHORE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA. THIS ACCEPTANCE SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR MAINTENANCE BY ST. JOHNS COUNTY OF ANY PART OF SAID SUBDIVISION.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

CERTIFICATE OF APPROVAL OF THE GROWTH MANAGEMENT DEPARTMENT

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE GROWTH MANAGEMENT DEPARTMENT FOR ST. JOHNS COUNTY, FLORIDA ON THIS ________ DAY OF _______ 2017.

DIRECTOR, GROWTH MANAGEMENT DEPARTMENT

CERTIFICATE OF COUNTY ATTORNEY

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY T

or molare OFFICE OF THE ST. JOHNS COUNTY ATTORNEY

CERTIFICATE OF CLERK

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IS RECORDED IN MAP BOOK PAGES OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ON THIS

DAY OF 2017.

BY: Huterconco

HUNTER S. CONRAD CLERK OF THE CIRCUIT COURT STATE OF FLORIDA

CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177 BY THE OFFICE OF COUNTY SURVEYOR FOR ST. JOHNS -COUNTY,

GAIL OLIVER, PLS, COUNTY SURVEYOR PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 4564

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA, AS A LAND SURVEYOR, DOES HEREBY CERTIFY THAT HE/SHE HAS COMPLETED THE SURVEY OF LANDS, AS SHOWN ON THE FOREGOING PLAT, THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE PLAT WAS PREPARED UNDER HIS OR HER DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, FLORIDA STATUTES, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED IN ACCORDANCE WITH SECTION 177.091 (7) AND PERMANENT-CONTROL POINTS WILL BE SET IN ACCORDANCE WITH SECTION 177.091 (8).

21 DAY OF TEPTEMBER

FLORIDA REGISTERED LAND SURVEYOR NO. 3377

REVIEWS

OFFICE: FIELD:

PRMS:

CHECKED BY CLOSURES/DATA: COVER SHEET:

PHA

PROFESSIONAL SURVEYORS & MAPPERS LB NO. 3731 3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257 (904) 260-2703 WWW.CLARYASSOC.COM

" Alicent

BK: 87 PG: 4

MAP BOOK & 7 PAGE 4

A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLO

ADOPTION AND DEDICATIONS

THIS IS TO CERTIFY THAT THE UNDERSIGNED, TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY ("TCDA") AND TWIN CREEKS VENTURES LLC, A FLORIDA LIMITED LIABILITY COMPANY ("TCV"; TCDA and TCV ARE EACH REFERRED TO HEREIN AS AN "OWNER" AND COLLECTIVELY, "OWNERS") ARE THE LAWFUL OWNERS OF THE LANDS DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS BEACHWALK BOULEVARD AT TWIN CREEKS NORTH PHASE 2, AND THAT OWNERS HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS.

THE ROAD RIGHT-OF-WAY DESIGNATED ON THIS PLAT AS BEACHWALK BOULEVARD IS HEREBY DEDICATED TO THE COUNTY OF ST. JOHNS, ITS SUCCESSORS AND ASSIGNS, IN PERPETUITY FOR MAINTENANCE OF THE RIGHT-OF-WAY, ACCESS, ROADWAY AND DRAINAGE IMPROVEMENTS WHICH ARE NOW OR HEREAFTER CONSTRUCTED THEREON.

THE EASEMENTS SHOWN ON THIS PLAT AS "DRAINAGE EASEMENT", TRACTS 15 AND 21 (STORMWATER MANAGEMENT FACILITY) AND TRACTS 15A AND 21A (DRAINAGE) SHOWN ON THIS PLAT SHALL PERMIT ST. JOHNS COUNTY, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE ALL STORMWATER WHICH MAY FALL OR COME UPON ALL ROAD RIGHTS-OF-WAY HEREBY DEDICATED INTO, OVER, ACROSS OR THROUGH SAID DRAINAGE EASEMENTS AND STORMWATER MANAGEMENT FACILITY TRACTS. THE FOREGOING RIGHT OF THE COUNTY TO DISCHARGE STORMWATER SHALL NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE COUNTY FOR THE CONSTRUCTION OR MAINTENANCE OF THE DRAINAGE AREAS WITHIN SAID DRAINAGE EASEMENTS AND SAID TRACTS. THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT (THE "CDD") SHALL HAVE THE OBLIGATION FOR MAINTENANCE AND OPERATION OF ALL OF SAID DRAINAGE AREAS AND ALL OF TRACTS 15 AND 21 (STORMWATER MANAGEMENT FACILITY); PROVIDED, HOWEVER, THAT THE CDD RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION TO ONE OR MORE PROPERTY OWNERS ASSOCIATIONS OR OTHER ENTITIES AS WILL ASSUME THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION WITH RESPECT TO ALL OR ANY OF SAID DRAINAGE AREAS AND/OR TRACTS 15 AND 21 (STORMWATER MANAGEMENT FACILITY). TCDA, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE OBLIGATION FOR MAINTENANCE OF TRACT 15A (DRAINAGE), EXCEPT AS OTHERWISE PROVIDED IN THIS PLAT. TON PARCEL 13 HOMEOWNERS' ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION"), ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE OBLIGATION FOR MAINTENANCE OF TRACT 21A (DRAINAGE), EXCEPT AS OTHERWISE PROVIDED IN THIS PLAT.

TRACTS 3 AND 4 (LANDSCAPE AND ENTRY FEATURE) ARE HEREBY DEDICATED TO THE CDD. THE CDD SHALL HAVE THE OBLIGATION FOR MAINTENANCE AND OPERATION OF ALL OF SAID TRACTS; PROVIDED, HOWEVER, THAT THE CDD RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION TO ONE OR MORE PROPERTY OWNERS ASSOCIATIONS OR OTHER ENTITIES AS WILL ASSUME THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION WITH RESPECT TO ALL OR ANY OF SAID TRACTS.

TRACTS 10B, 11B, 12, 13, 14, 16, AND 26 (LANDSCAPE AND PEDESTRIAN) ARE HEREBY DEDICATED TO THE CDD. THE CDD SHALL HAVE THE OBLIGATION FOR MAINTENANCE AND OPERATION OF ALL OF SAID TRACTS; PROVIDED, HOWEVER, THAT THE CDD RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION TO ONE OR MORE PROPERTY OWNERS ASSOCIATIONS OR OTHER ENTITIES AS WILL ASSUME THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION WITH RESPECT TO ALL OR ANY OF SAID TRACTS. THE OWNER OF SAID TRACTS AND/OR THE CDD RESERVE THE RIGHT TO GRANT FUTURE ACCESS AND UTILITY EASEMENTS THROUGH PORTIONS OF SAID TRACTS.

TRACT 18 (LIFT STATION) IS HEREBY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR LIFT STATION PURPOSES. JEA SHALL HAVE THE OBLIGATION FOR MAINTENANCE AND OPERATION OF SAID TRACT. TRACTS 15 AND 21 (STORMWATER MANAGEMENT FACILITY) ARE HEREBY DEDICATED TO THE CDD FOR DRAINAGE AND STORMWATER MANAGEMENT PURPOSES AS NECESSARY OR BENEFICIAL TO CURRENT OR FUTURE OWNERS OF LANDS WITHIN THE TWIN CREEKS NORTH DEVELOPMENT. THE CDD SHALL HAVE THE OBLIGATION FOR MAINTENANCE AND OPERATION OF ALL OF SAID TRACTS; PROVIDED, HOWEVER, THAT THE CDD RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION TO ONE OR MORE PROPERTY OWNERS ASSOCIATIONS OR OTHER ENTITIES AS WILL ASSUME THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION WITH RESPECT TO ALL OR ANY OF SAID TRACTS.

TITLE TO TRACT 15A (DRAINAGE) IS HEREBY RETAINED BY TODA AND SHALL BE THE MAINTENANCE RESPONSIBILITY OF TODA, ITS SUCCESSORS AND ASSIGNS, EXCEPT WITH RESPECT TO DRAINAGE IMPROVEMENTS INSTALLED THEREIN.

A NON-EXCLUSIVE DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE CDD ON, UPON AND OVER TRACT 15A (DRAINAGE) FOR INSTALLATION AND MAINTENANCE OF DRAINAGE IMPROVEMENTS THAT ARE NECESSARY OR BENEFICIAL TO CURRENT OR FUTURE OWNERS OF LANDS SHOWN ON THIS PLAT AND OTHER LANDS WITHIN TWIN CREEKS NORTH, FOR DRAINAGE PURPOSES. THE CDD SHALL HAVE THE OBLIGATION FOR MAINTENANCE AND OPERATION OF SAID DRAINAGE IMPROVEMENTS: PROVIDED, HOWEVER, THAT THE CDD RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION TO ANY PROPERTY OWNERS ASSOCIATION OR ENTITY AS WILL ASSUME THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION.

TRACT 21A (DRAINAGE) IS HEREBY DEDICATED TO ASSOCIATION. THE ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE OBLIGATION FOR MAINTENANCE OF SAID TRACT 21A (DRAINAGE), EXCEPT WITH RESPECT TO DRAINAGE IMPROVEMENTS INSTALLED THEREIN.

A NON-EXCLUSIVE DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE CDD ON, UPON AND OVER TRACT 21A (DRAINAGE) FOR INSTALLATION AND MAINTENANCE OF DRAINAGE IMPROVEMENTS THAT ARE NECESSARY OR BENEFICIAL TO CURRENT OR FUTURE OWNERS OF LANDS SHOWN ON THIS PLAT AND OTHER LANDS WITHIN TWIN CREEKS NORTH, FOR DRAINAGE PURPOSES. THE CDD SHALL HAVE THE OBLIGATION FOR MAINTENANCE AND OPERATION OF SAID DRAINAGE IMPROVEMENTS; PROVIDED, HOWEVER, THAT THE CDD RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION TO THE ASSOCIATION OR ANY OTHER PROPERTY OWNERS ASSOCIATION OR ENTITY AS WILL ASSUME THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION.

TRACTS 24 AND 25 (CONSERVATION) ARE HEREBY DEDICATED TO THE CDD. THE CDD SHALL HAVE THE OBLIGATION FOR MAINTENANCE AND OPERATION OF ALL OF SAID TRACTS; PROVIDED, HOWEVER, THAT THE CDD RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION TO ONE OR MORE PROPERTY OWNERS ASSOCIATIONS OR OTHER ENTITIES AS WILL ASSUME THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION WITH RESPECT TO ALL OR ANY OF SAID TRACTS. A PORTION OF TRACT 25 IS SUBJECT TO A DEED OF CONSERVATION EASEMENT IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT WITH THIRD PARTY BENEFICIARY RIGHTS IN FAVOR OF THE U.S. ARMY CORPS OF ENGINEERS, RECORDED IN OFFICIAL RECORDS BOOK 4224, PAGE 769 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. A PORTION OF TRACT 24 IS SUBJECT TO A DEED OF CONSERVATION EASEMENT IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT WITH THIRD PARTY BENEFICIARY RIGHTS IN FAVOR OF THE U.S. ARMY CORPS OF ENGINEERS, RECORDED IN OFFICIAL RECORDS BOOK 4224, PAGE 870 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. A PORTION OF TRACT 24 IS SUBJECT TO A DEED OF CONSERVATION EASEMENT IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT WITH THIRD PARTY BENEFICIARY RIGHTS IN FAVOR OF THE U.S. ARMY CORPS OF ENGINEERS, RECORDED IN OFFICIAL RECORDS BOOK 4295, PAGE 1083 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TRACT 27 (ACCESS AND UTILITY) IS HEREBY DEDICATED TO THE CDD FOR ACCESS AND UTILITY PURPOSES AS NECESSARY OR BENEFICIAL TO CURRENT OR FUTURE OWNERS OF LANDS WITHIN THE TWIN CREEKS NORTH DEVELOPMENT. THE CDD SHALL HAVE THE OBLIGATION FOR MAINTENANCE AND OPERATION OF ALL OF SAID TRACTS; PROVIDED, HOWEVER, THAT THE CDD RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION TO ONE OR MORE PROPERTY OWNERS ASSOCIATIONS OR OTHER ENTITIES AS WILL ASSUME THE OBLIGATION FOR SUCH MAINTENANCE AND OPERATION WITH RESPECT TO ALL OR

ALL EASEMENTS DESIGNATED ON THIS PLAT AS "JEA-E." ARE HEREBY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM: PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS.

ALL EASEMENTS DESIGNATED ON THIS PLAT AS "JEA-E.E." ARE HEREBY DEDICATED TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR ITS EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL SYSTEM. ALL EASEMENTS DESIGNATED ON THIS PLAT AS "JEA LANDSCAPE AND BUFFER EASEMENT" ARE HEREBY DEDICATED AS NON-EXCLUSIVE EASEMENTS TO JEA, ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE AND BUFFER PURPOSES AND FOR INSTALLATION, MAINTENANCE AND OPERATION OF ELECTRICAL, WATER REUSE, WATER, SEWER, AND OTHER PUBLIC UTILITIES AND FOR INGRESS AND EGRESS IN CONNECTION WITH THE USE BY JEA OF THE ADJACENT TRACT 18 (LIFT STATION). THE AREAS OF THE JEA LANDSCAPE AND BUFFER EASEMENTS ARE HEREBY DEDICATED TO THE CDD AND THE CDD SHALL MAINTAIN THE LANDSCAPING AND IRRIGATION FACILITIES INSTALLED WITHIN THE JEA LANDSCAPE AND BUFFER EASEMENTS; PROVIDED, HOWEVER, THAT THE CDD RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR SUCH MAINTENANCE TO ONE OR MORE PROPERTY OWNERS ASSOCIATIONS OR OTHER ENTITIES AS WILL ASSUME THE OBLIGATION FOR SUCH MAINTENANCE. THE OWNERS, THEIR SUCCESSORS AND ASSIGNS, SHALL FOREVER RELEASE, DISCHARGE AND INDEMNIFY JEA AND SAVE IT HARMLESS FROM SUITS, ACTIONS, DAMAGES, LIABILITY AND EXPENSES THAT MAY BE INCURRED IN CONNECTION WITH PROPERTY DAMAGE OR PERSONAL INJURY, OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE JEA LANDSCAPE AND BUFFER EASEMENTS, OR ANY PART THEREOF, EXCEPT TO THE EXTENT ARISING FROM OR INCIDENTAL TO THE USE BY JEA OF TRACT 18 (LIFT STATION), AND/OR THE JEA LANDSCAPE AND BUFFER EASEMENTS. THE OWNERS' RESPECTIVE SUCCESSORS AND ASSIGNS SHALL BE SUBJECT TO THIS RELEASE AND INDEMNIFICATION AND THE COVENANTS HEREIN SHALL RUN WITH THE LAND DESCRIBED AND CAPTIONED HEREON. JEA SHALL RESTORE AND/OR REPLACE ANY LANDSCAPING, GROUND COVER, AND/OR IRRIGATION FACILITIES DISTURBED BY JEA IN THE EXERCISE OF ITS EASEMENT RIGHTS UPON THE JEA LANDSCAPE AND BUFFER EASEMENTS WITH LIKE-KIND MATERIALS; PROVIDED HOWEVER, THAT TO THE EXTENT REPLACEMENT OF ITEMS SUCH AS LARGE OR MATURE TREES IS NOT REASONABLY FEASIBLE, JEA SHALL REPLACE SAME WITH THE CLOSEST REASONABLE REPLACEMENT THEREFORE.

ALL EASEMENTS DESIGNATED ON THIS PLAT AS "JEA UTILITY AND ACCESS EASEMENT" ARE HEREBY DEDICATED AS NON-EXCLUSIVE EASEMENTS TO JEA, ITS SUCCESSORS AND ASSIGNS, AS UTILITY AND ACCESS EASEMENTS FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE ACCESS, INSTALLATION, MAINTENANCE, AND USE OF WATER REUSE, WATER, SEWER AND/OR OTHER PUBLIC UTILITIES.

ALL EASEMENTS DESIGNATED ON THIS PLAT AS "JEA-U.E." ARE HEREBY DEDICATED AS NON-EXCLUSIVE EASEMENTS TO JEA, ITS SUCCESSORS AND ASSIGNS, AS UTILITY EASEMENTS FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF WATER REUSE, WATER, SEWER AND/OR OTHER PUBLIC UTILITIES.

THE EASEMENT DESIGNATED ON THIS PLAT AS "AT&T EASEMENT" IS HEREBY DEDICATED AS A NON-EXCLUSIVE UTILITY EASEMENT TO BELLSOUTH TELECOMMUNICATIONS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DOING BUSINESS AS AT&T FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR THE INSTALLATION, OPERATION, MAINTENANCE AND USE OF COMMUNICATIONS (INCLUDING BROADCAST) LINES AND FACILITIES. THE EASEMENT DESIGNATED ON THIS PLAT AS "AT&T ACCESS EASEMENT" IS HEREBY DEDICATED AS A NON-EXCLUSIVE ACCESS EASEMENT TO BELLSOUTH TELECOMMUNICATIONS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DOING BUSINESS AS AT&T FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS PURPOSES.

NON-EXCLUSIVE PEDESTRIAN ACCESS EASEMENTS ARE HEREBY DEDICATED TO THE COUNTY OF ST. JOHNS ON, UPON AND OVER TRACTS 3 AND 4 (LANDSCAPE AND ENTRY FEATURE) AND TRACTS 10B, 11B, 12, 13, 14, 16, AND 26 (LANDSCAPE AND PEDESTRIAN) FOR PURPOSES OF PEDESTRIAN ACCESS, INGRESS AND EGRESS.

ANY JEA UTILITY AND ACCESS EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES TO THE EXTENT REQUIRED BY AND IN THE MANNER AND SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) OF THE FLORIDA STATUTES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. NOTWITHSTANDING THE FOREGOING, ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY TCDA, OR ITS SUCCESSORS AND ASSIGNS, TO SERVE THE LANDS SHOWN ON THIS PLAT, SHALL HAVE THE BENEFIT OF SAID CABLE TELEVISION SERVICE EASEMENTS.

ALL EASEMENTS SHOWN ON THIS PLAT, OTHER THAN THOSE SPECIFICALLY DEDICATED HEREIN, ARE AND SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE RESPECTIVE OWNER THEREOF, AND ITS SUCCESSORS AND ASSIGNS AND GRANTEES OF SAID EASEMENTS.

EACH OWNER HEREBY RESERVES AND SHALL HAVE THE SOLE AND ABSOLUTE RIGHT. AT ANY TIME, WITH THE CONSENT OF THE GOVERNING BODY OF ANY MUNICIPALITY OR OTHER GOVERNMENT BODY POLITIC THEN HAVING JURISDICTION OVER THE LANDS INVOLVED, TO DEDICATE TO THE PUBLIC ALL OR ANY PART OF THE LANDS OR EASEMENTS REMAINING PRIVATELY OWNED BY IT.

IN WITNESS WHEREOF, TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS MANAGER, AND TWIN CREEKS VENTURES LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS MANAGER.

TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

OHN T. KINSEY, MANAGER

NOTARY FOR TWIN CREEKS DEVELOPMENT ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY STATE OF FLORIDA

COUNTY OF PALM BEACH

MY COMMISSION EXPIRES: 5131 2018

新年097137

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 26 OF 2017, BY JOHN T. KINSEY, AS MANAGE OF 2017, BY JOHN T. KINSEY, AS MANAGER OF TWIN CREEKS
DEVELOPMENT ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY. HE
IS PERSONALLY KNOWN TO ME OR HAS PRODUCED

AS IS PERSONALLY KNOWN TO ME OR HAS _____ PRODUCED IDENTIFICATION.

NOTARY PUBLIC CORA D. GOOM

C. A. C. C. C. T. T. T. T. C. C. ALL HER MINIS

ORIDA.		
ANDA.	SHEET 2 OF 10 SHEETS SEE SHEET 3 FOR GENERAL NOTES & LEGEN)
TWIN CREEKS VENTURES LLC, A FLORIDA LIMI	TED LIABILITY COMPANY	
TWIN CREEKS VENTURES LLC, A FLORIDA LIMITED LIABILITY COMPANY	WITNESS: UCCUSI PRINT: MAKIA C MARTIN	. "
BY: Chill O'Ca	WITNESS: AM	
JOHN T. KINSEY, MANAGER	PRINT: Peter Brown	
NOTARY FOR TWIN CREEKS VENTURES LLC, A	FLORIDA LIMITED LIABILITY COMPANY	
COUNTY OF PALM BEACH		
LLC. A FLORIDA LIMITED LIABILITY COMPANY.	EY, AS MANAGER OF TWIN CREEKS VENTURES	. *
NOTARY PUBLIC		*. V
PRINT NAME: SPIRES: 5-7-2019		3
海たらるよります		
VINTAGE ESTATE HOMES LLC, A FLORIDA LIMIT		
RECORDS BOOK 4286, PAGE 973, PUBLIC REPORTION OF THE LANDS DESCRIBED IN THE C	IS THE HOLDER OF THE MEMORANDUM OF CONTRACT RECORECORDS OF ST. JOHNS COUNTY, FLORIDA ("MEMORANDUM"), CAPTION HEREON. THE UNDERSIGNED HEREBY JOINS AND CODESCRIBED IN THE ADOPTION AND DEDICATION SECTION HERE ATED TO SAID DEDICATIONS.	ENCUMBERING A NSENTS TO THE
VINTAGE ESTATE HOMES LLC, A FLORIDA LIMITED LIABILITY COMPANY	WITNESS:	
	PRINT:	
PRINT NAME: Shake Highs	WITNESS: CHOWLL	
TITLE: Dovision President	PRINT: Elmetar Pucell	

NOTARY FOR VINTAGE ESTATE HOMES LLC, A FLORIDA LIMITED LIABILITY COMPANY STATE OF FLORIDA THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ZONABLY KNOWN TO ME OR HAS PRODUCED DAY OF

PRINT NAME: Labort & Furlance MY COMMISSION EXPIRES: 6/22/21

ROBERT E. FURLONG Notary Public, State of Florida My Comm. Expires 6/22/21 Commission No. GG118007

LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF THE DEPOSIT RELEASE MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 4297, PAGE 719, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ("MORTGAGE"), ENCUMBERING A PORTION OF THE LANDS DESCRIBED IN THE CAPTION HEREON. THE UNDERSIGNED HEREBY JOINS AND CONSENTS TO THE DEDICATIONS BY THE OWNERS OF THE LANDS DESCRIBED IN THE ADOPTION AND DEDICATION SECTION HEREIN AND AGREES THAT THE MORTGAGE SHALL BE SUBORDINATED TO SAID DEDICATIONS.

LENNAR HOMES, LLC A FLORIDA LIMITED LIABILITY COMPANY	WITNESS: 200-100-
BY:	PRINT: KALSTWIA TODS WITNESS: A STANDA
PRINT NAME: Seeff Keilings TITLE: View President	PRINT: Robert & Frances
A LONG TO SERVICE OF THE SERVICE A BOOK SERVICE SERVICE AS A SECTION OF A SECTION O	1 A POLITICAL CONTRACTOR A BANK

NOTARY FOR LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY STATE OF FLORIDA

COUNTY OF SA. S THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21

LENNAR HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY. HE IS

PERSONARI V KNOWN TO ME OF THAT DAY OF , AS VICE. Pr-12: Jan PERSONABLY KNOWN TO ME OR HAS _____ PRODUCED

___ AS IDENTIFICATION. NOTARY PUBLIC PRINT NAME: PRINT NAME: Fields. 3

MY COMMISSION EXPIRES: 6/2.1/2.1 ROBERT E. FURLONG Notary Public, State of Florida

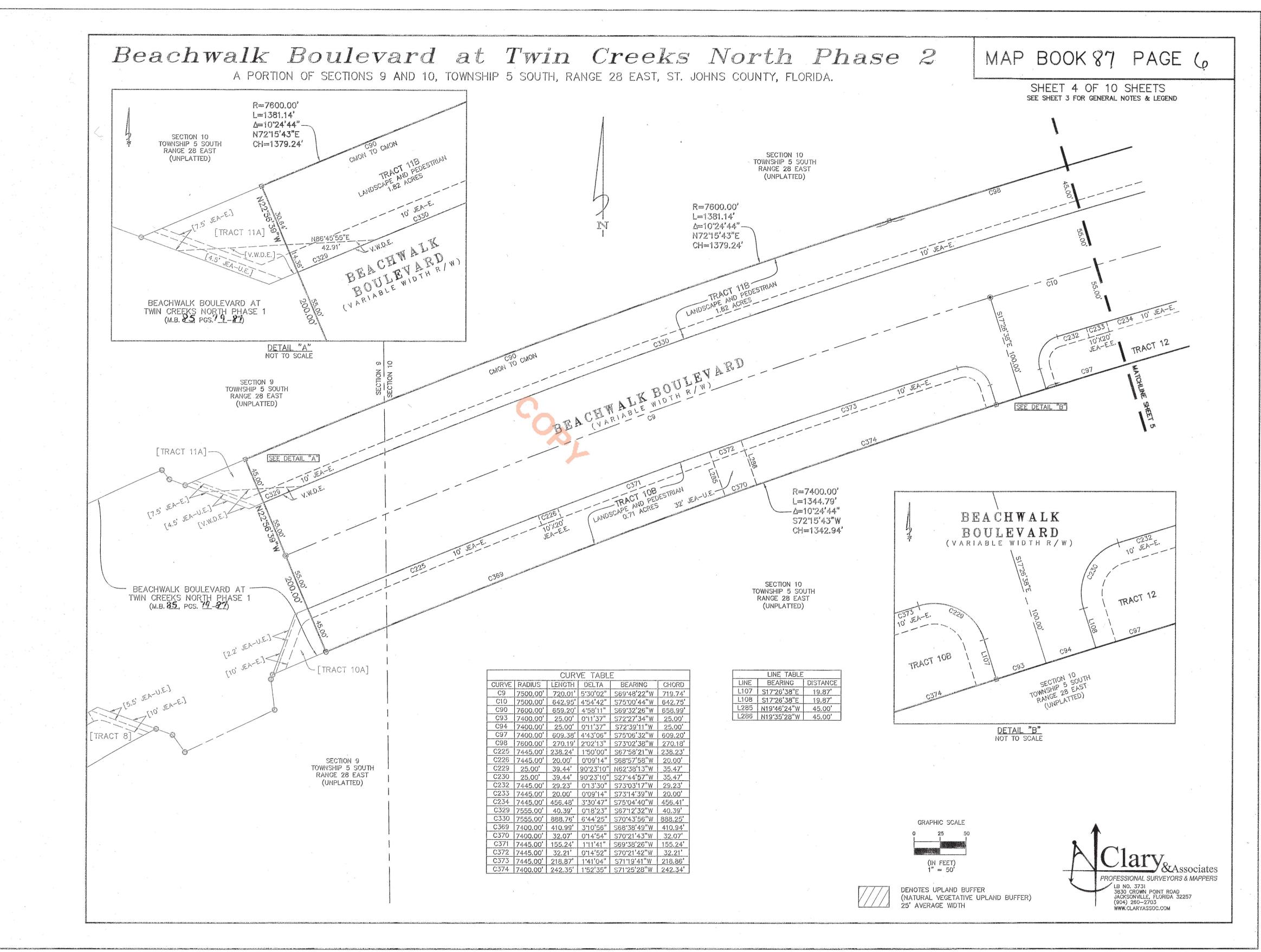
My Comm. Expires 6/22/23

Commission No. GG11800

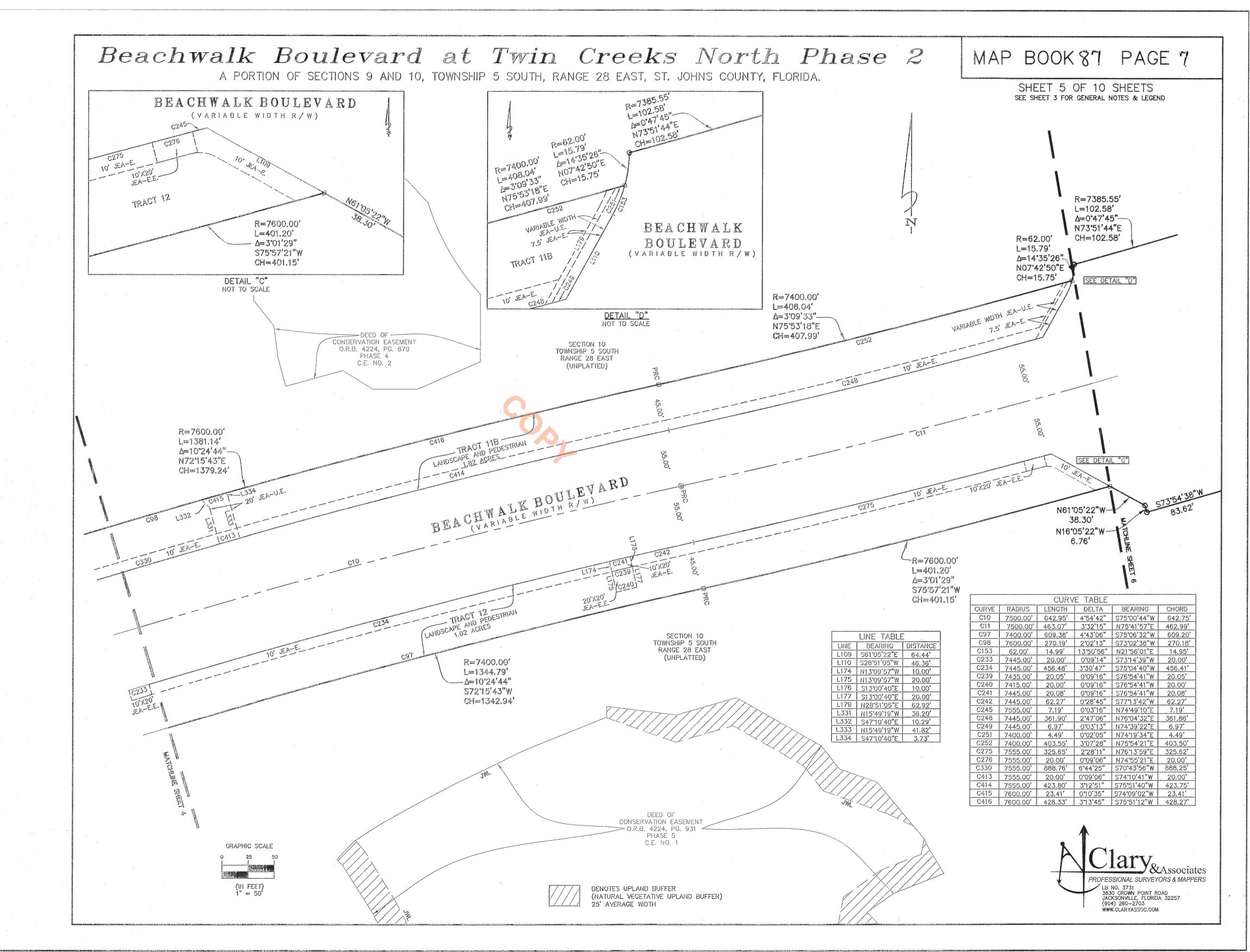
XAssociates PROFESSIONAL SURVEYORS & MAPPERS LB NO. 3731 3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257 (904) 260-2703 WWW.CLARYASSOC.COM

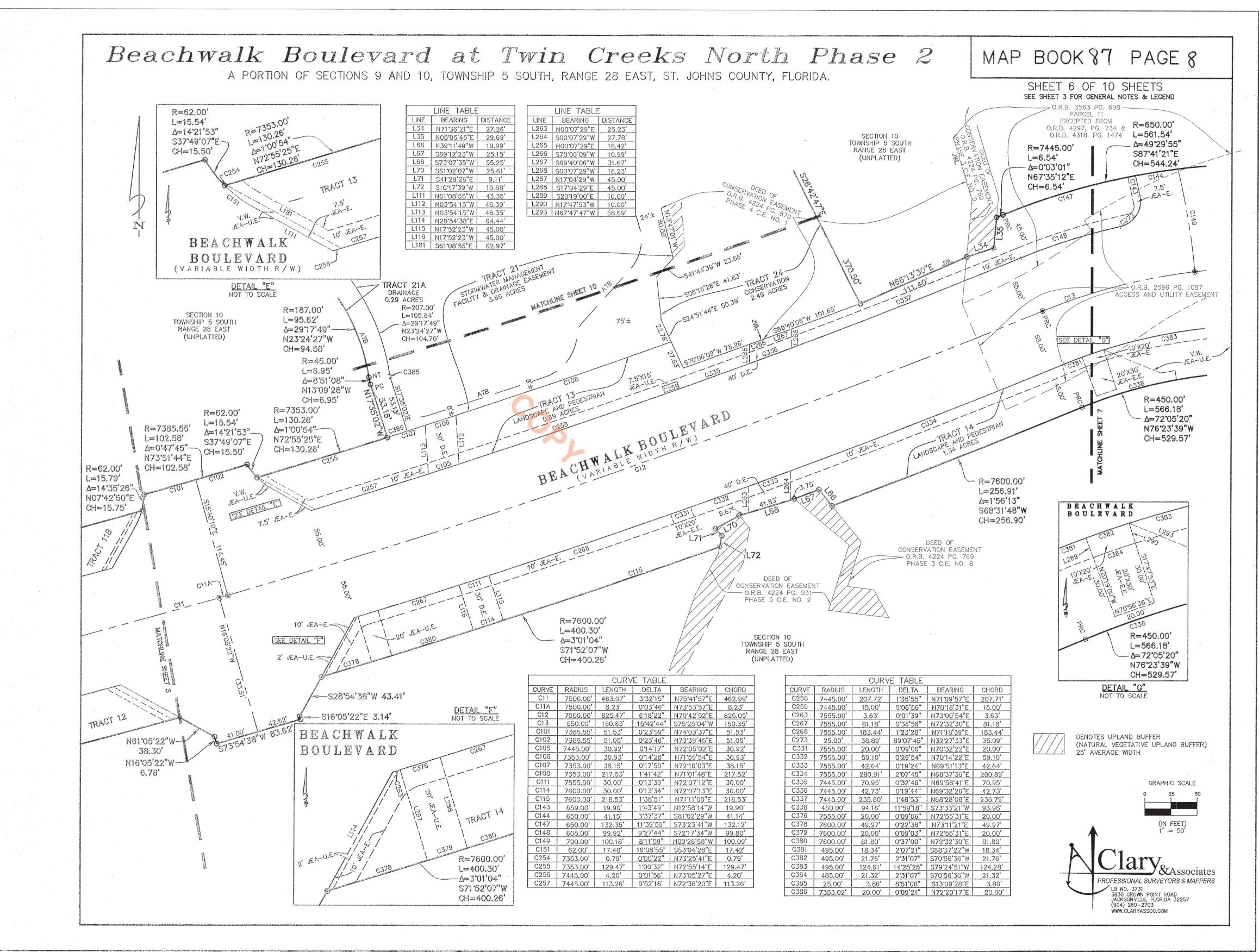
Beachwalk Boulevard at Twin Creeks North Phase 2 MAP BOOK87 PAGE 5 A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA. SHEET 3 OF 10 SHEETS TYPICAL JEA EASEMENT NO LOTS AND 15 TRACTS IN THIS PHASE PARCEL 14 NOT TO SCALE PHASE 3 C.E STREET R/W MAY VARY PHASE 4 C.E. NO. 10' JEA YAY TRACT 25-TRACT 15 TRACT_26 TRACT 21A-TRACT 2 NOT A PART OF THIS PLAT SHEET 10 TRACT 15A TRACT 13 PARCEL 13 SHEET 5 SHEET 7 PHASE 10'x15' JEA-E.E.: "A" DENOTES 7.5' 10'x20' JEA-E.E.: "A" DENOTES 10.00' 20'x20' JEA-E.E.: "A" DENOTES 10.00' C.E. NO. 2 TRACT 27-Beechwalk Boulevard SHEET 4 TRACT 18--TRACT 26 20'x30' JEA-E.E.: "A" DENOTES 10.00' TRACT 14 TRACT 11B-TRACT 16-POINT NO. 1 N 2091297.10 PHASE 4 -TRACT 12 JEA EASEMENT E 506617.44 C.E. NO. AT INTERSECTION SHEET 6 DETAIL NOT TO SCALE VICINITY MAP NOT TO SCALE PHASE 5 POINT NO. 2 TRACT General Notes N 2090976.53 E 506220.79 1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWESTERLY LINE OF PHASE 5 PHASE 3 C.E. COUNTY ROAD 210 AS S51'03'23"W, PER THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 TRACT 3 ADJUSTMENT. 2. THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES ONLY. THE GEODETIC CONTROL RELIED UPON FOR THESE VALUES WAS PUBLISHED ST. JOHNS COUNTY GEODETIC CONTROL POINTS STREET R/W Point of PHASE 3 C.E. [TRACT 8] Beginning NO. 5 G050, AND G051 N 2055870.5021 E 511532.7838 N 2088974.3146 E 504321.1345 NORTH MITIGATION-PARCEL NO. 4 COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983/1991 -STATE PLANE COORDINATES - FLORIDA EAST ZONE - (U.S. SURVEY FEET) POINT NORTHING EASTING DESCRIPTION 2091297.10 506617.44 PRM-MOST N'LY CORNER OF TRACT 4 [TRACT 22] 2 2090976.53 506220.79 PRM-MOST W'LY CORNER OF TRACT 3 3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL NORTH MITIGATION-DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO PARCEL NO. . CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PHASE 2 THIS COUNTY. (SECTION 177.091, FLORIDA STATUTES) C.E. NO. 7 TRACT 7] 4. BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES. FTRACT 6 TRACT 19] 5. THE TABULATED CURVE AND LINE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES AND LINES THAT APPEAR ON THAT SHEET. 6. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE, AND UNDISTURBED. 7. CERTAIN EASEMENTS ARE RESERVED FOR JEA FOR USE IN CONJUNCTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM. LEGEND 8. THE STORMWATER MANAGEMENT FACILITY & DRAINAGE EASEMENTS SHOWN HEREON ARE FOR PICTORIAL PURPOSES ONLY AND DO NOT REPRESENT = ATLANTIC TELEPHONE & TELEGRAPH AN ACTUAL "AS-BUILT" SITUATION. THEY ARE BASED ON THE ENGINEERING = RIGHT OF WAY R/W [TRACT 17] PLANS FOR THIS PLAT. = MAP BOOK [TRACT 2] 9. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE O.R.B. = OFFICIAL RECORDS BOOK -[TRACT 6] = PAGE(S) = CHORD DISTANCE TELEVISION SERVICES TO THE EXTENT REQUIRED BY AND IN THE MANNER AND SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) OF THE FLORIDA = DELTA ANGLE STATUTES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, = ARC LENGTH MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL = RADIUS POIN INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, = CENTERLINE GAS, OR OTHER PUBLIC UTILITY. = POINT OF INTERSECTION [TRACT 5]-= POINT OF CURVATURE PT = POINT OF TANGENCY = POINT OF COMPOUND CURVATURE COORDINATES SHOWN HEREON ARE PER ST. JOHNS = POINT OF REVERSE CURVATURE [TRACT 1] COUNTY REQUIREMENTS ONLY, AND ARE NOT INTENDED THE LANDS SHOWN HEREON ARE SUBJECT TO THE FOLLOWING: = POINT OF NON TANGENCY 10' AT&T EASEMENT FOR CONSTRUCTION PURPOSES. EASEMENT - ACCESS AND UTILITY = RADIAL LINE O.R.B. 2596, PAGE 1087 SHOWN HEREON O.R.B. 4303, PG. 1743 = CONCRETE MONUMENT CMON O.R.B. 3010, PAGE 230 EASEMENT - ELECTRIC SHOWN HEREON "ACCESS EASEMENT AREA" = DRAINAGE EASEMENT D.F. O.R.B. 3237, PAGE 1922 SHOWN HEREON SUBORDINATION OF UTILITY INTEREST = DRAINAGE AND ACCESS EASEMENT D.&A.E. O.R.B. 4089, PAGE 702 SHOWN HEREON AMENDMENT - ELECTRIC = TABULATED CURVE DATA 5' AT&T EASEMENT = TABULATED LINE DATA O.R.B. 3048, PAGE 258 EASEMENT - WATER AND SEWER SHOWN HEREON O.R.B. 4303, PG. 1743 U.E. = UTILITY EASEMENT O.R.B. 4089, PAGE 717 AMENDMENT - WATER AND SEWER SHOWN HEREON "FACILITIES EASEMENT AREA" = APPROXIMATE TOP OF BANK ATB EASEMENT - CONSERVATION O.R.B. 4224, PAGE 769 SHOWN HEREON = JURISDICTIONAL WETLAND LINE 20'X15' AT&T EASEMENT-S89°12'49"W 779.33' O.R.B. 4224, PAGE 870 EASEMENT - CONSERVATION SHOWN HEREON = NUMBER O.R.B. 4303, PG. 1743 = CONSERVATION EASEMENT EASEMENT - CONSERVATION C.E. O.R.B. 4295, PAGE 1083 SHOWN HEREON S'LY LINE SECTION 9-= SQUARE FEET S.F. O.R.B. 4297, PAGE 734 EASEMENT - ACCESS BLANKETS SITE, Point of Commencement JEA-E = JEA EASEMENT EXCEPT LANDS DESCRIBED AS PARCEL 11, WITHIN O.R.B. 3563, PG. 698. EXCEPTION = JEA EQUIPMENT EASEMENT SE CORNER SECTION 9 SHOWN ON SHEETS 6, 7, & 10 = JEA UTILITY EASEMENT JEA-U.E. V.W. JEA-U.E. = VARIABLE WIDTH JEA UTILITY EASEMENT SHOWN HEREON O.R.B. 4303, PAGE 1743 EASEMENT - AT&T = BRACKETS INDICATE EASEMENT OR TRACT [5' FPLE] O.R.B. 4318, PAGE 1474 EASEMENT - RECIPROCAL BLANKETS SITE, RECORDED IN PLAT OF BEACHWALK BOULEVARD AT EXCEPT LANDS DESCRIBED AS PARCEL 11, WITHIN O.R.B. 3563, PG. 698. EXCEPTION TWIN CREEKS NORTH PHASE 2 (M.B. __, PGS. ____ SHOWN ON SHEETS 6, 7, & 10 = PERMANENT CONTROL POINT STAMPED 'P.C.P. LB 3731' DENOTES UPLAND BUFFER GRAPHIC SCALE = 4"X4" CONCRETE MONUMENT STAMPED 'P.R.M. LB 3731' (NATURAL VEGETATIVE UPLAND BUFFER) 25' AVERAGE WIDTH = SET 5/8" REBAR WITH CAP 'P.R.M. LB 3731' PROFESSIONAL SURVEYORS & MAPPERS LB NO. 3731 ____ATB___= APPROXIMATE TOP OF BANK 3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257 DENOTES TRACT 27 = JURISDICTIONAL WETLANDS (IN FEET) (904) 260-2703 WWW.CLARYASSOC.COM 1 inch = 400 ft.

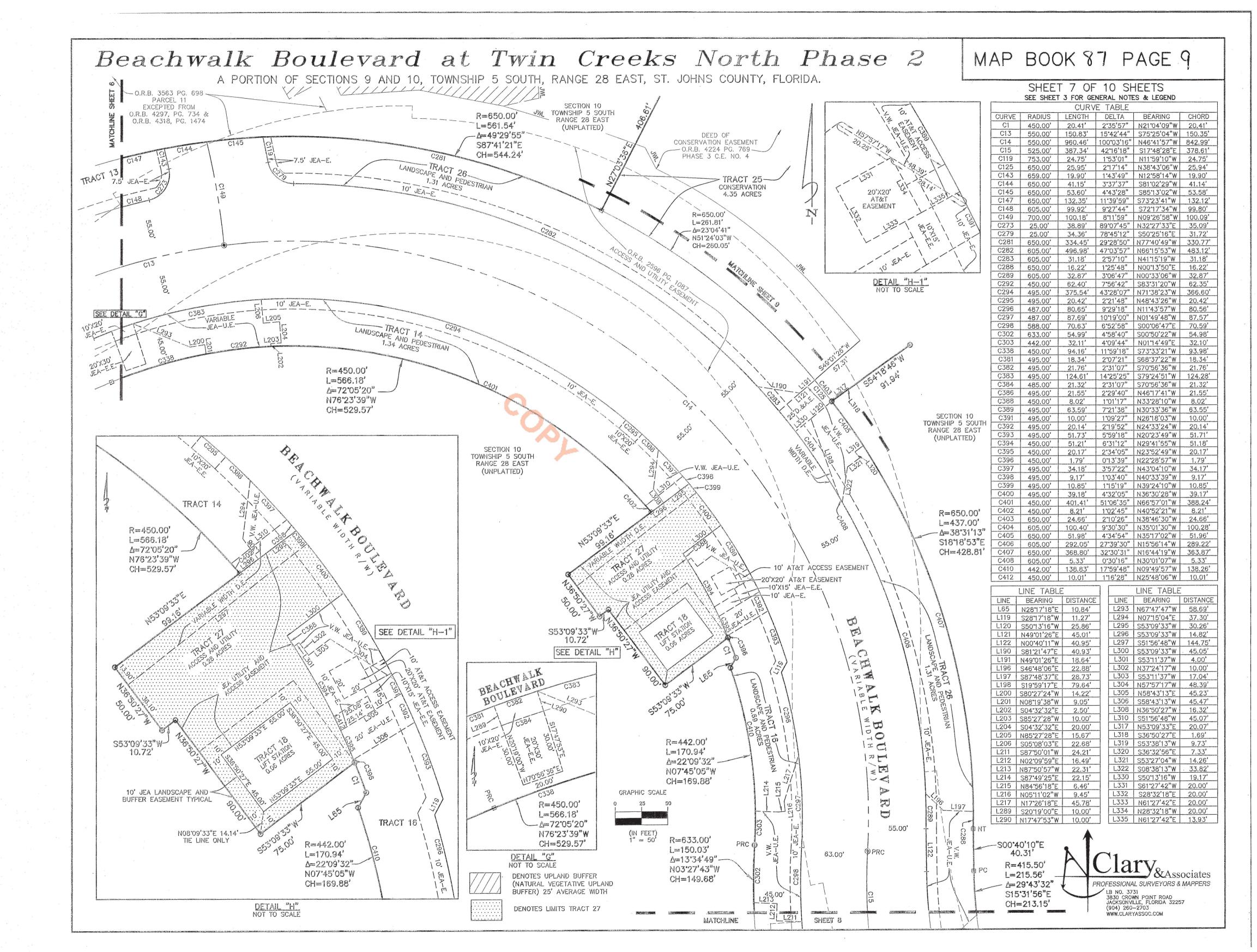
BK: 87 PG: 5



BK: 87 PG: 6







BK: 87 PG: 10 Beachwalk Boulevard at Twin Creeks North Phase 2 MAP BOOK 87 PAGE 10 A PORTION OF SECTIONS 9 AND 10, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA. SHEET 8 OF 10 SHEETS SEE SHEET 3 FOR GENERAL NOTES & LEGEND LINE TABLE LINE TABLE LINE BEARING DISTANCE LINE BEARING DISTANCE L218 S28'12'05"E 72.73'
L219 S47'28'57"W 54.27'
L220 S69'47'31"E 37.64'
L221 N67'54'19"E 15.60' L123 N73"14'39"W 13.81' L124 N51'03'23"E 34.69' SEE DETAIL "I" L222 N62'26'36"E 23.23' MATCHLINE SHEET 7 L224 N24'49'11"E 11.15' L130 S06°03'23"W 70.21' L225 S38'56'37"E 22.30' TRACT 26
LANDSCAPE AND PEDESTRIAN
1.31 ACRES L207 N86°26'43"E 20.00'
 L226
 N38'56'37"W
 22.30'

 L227
 S24'49'11"W
 11.15'
 R=633.00' — L=150.03' △=13'34'49" N03'27'43"W CH=149.68' L208 N86°26'43"E 10.00' L209 S84*29'47"W 20.00' L228 S38*56'37"E 7.22' L210 S84'29'47"W 10.00'
 L211
 S87'50'01"W
 24.21'

 L212
 N02'09'59"E
 16.49'

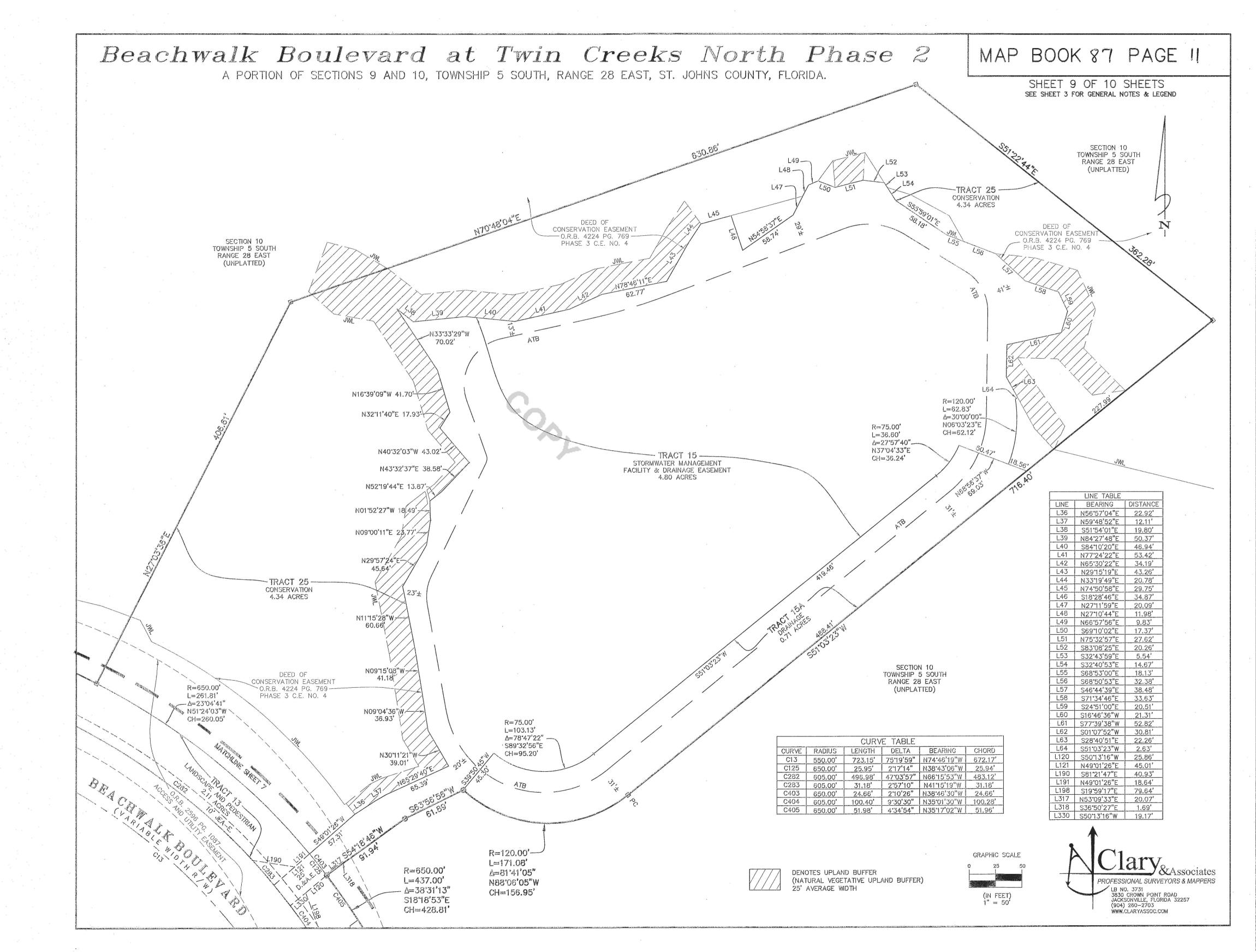
 L213
 N87'50'57"W
 22.31'
 L230 S51°03'23"W 10.00' R=415.50'L231 N38°56'37"W 20.00' L=215.56' △=29°43'32" S15'31'56"E CH = 213.15'SECTION 10 TOWNSHIP 5 SOUTH RANGE 28 EAST L213 (VARIA) SEE DETAIL "K" N01°05°20"W-50.59° (UNPLATTED) DETAIL "1" NOT TO SCALE $R = 643.00^{\circ}$ L=192.79' TRACT 4

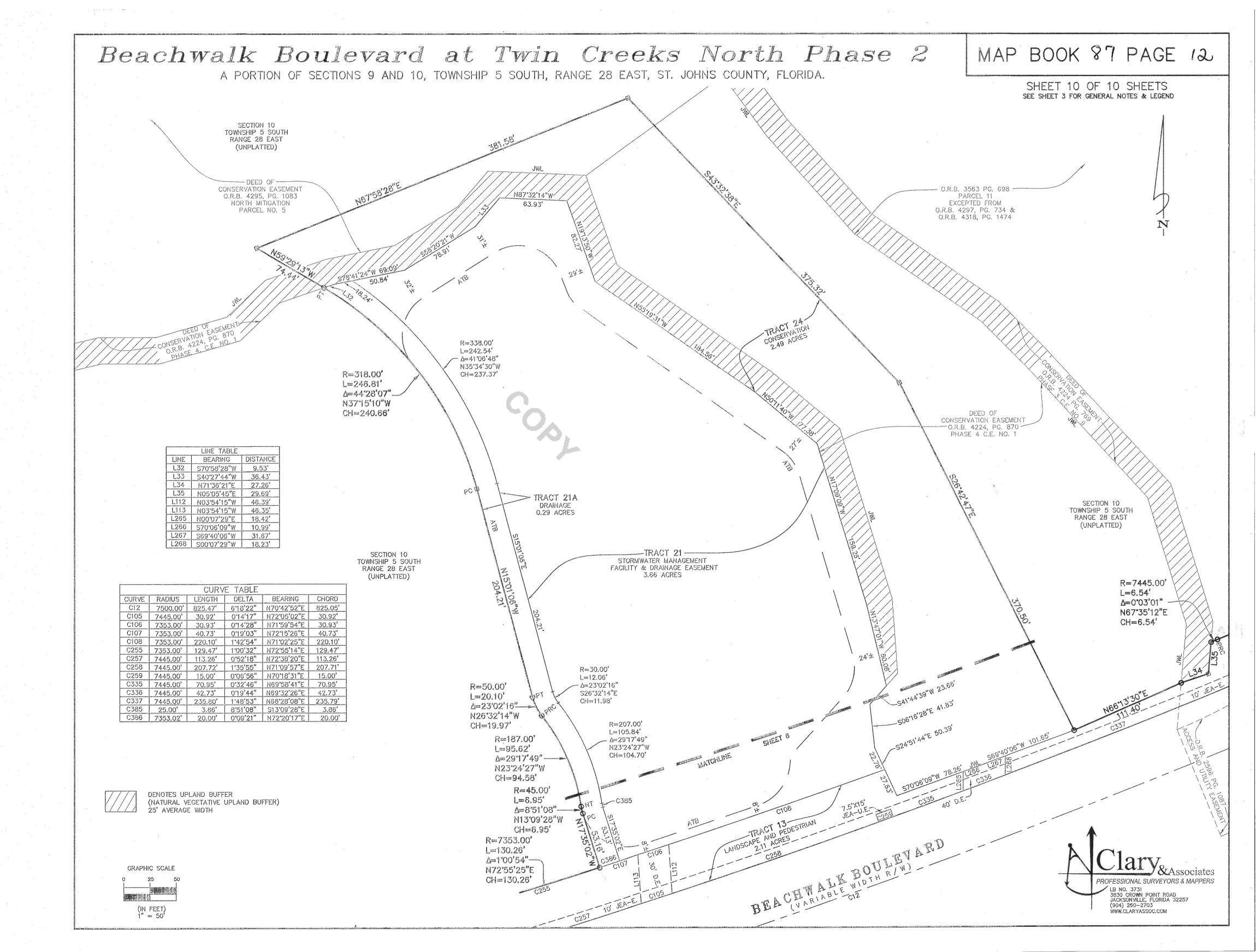
LANDSCAPE AND ENTRY FEATURE

1.22 ACRES Δ=17°10'45" N2317'49"W CH=192.07' SECTION 10 TOWNSHIP 5 SOUTH (UNPLATTED) TRACT 3 10'X20'-JEA-E.E. CURVE TABLE DETAIL "J" NOT TO SCALE LENGTH DELTA CURVE RADIUS 387.34' 42'16'18" S17'48'28"E 61.25' 7'48'03" TRACT 3 C298 588.00' 70.63' 6'52'58" S00'06'47"E $R = 415.50^{\circ}$ C299 | 588.00' | 20.00' | 1'56'56" | S04'31'44"E 1.22 ACRES C300 598.00' 20.34' 1'56'56" S04'31'44"E 20.34' - <u>∆</u>=29°43′32″ S15°**3**1′56″E 21.02' 1'56'56" S04'31'44"E 54.99' 4'58'40" S00'50'22"W 54.98' 633.00' SEE DETAIL "J" TRACT 26 CH=213.15' 51.75' 6°26'18" S13°41'23"E 51.72' 42.09' 5'14'14" S19'31'39"E 42.08' C305 460.50' 96.82' 13'21'05" S13'10'20"E 96.60' 76.49' 10'32'50" S25'07'17"E 76.38' 71.65' 9'07'33" S35'36'33"E 71.57' 7.61' 0'58'10" S40'39'45"E 7.61' C306 415.50' C307 415.50' 449.83' C309 449.83 42.25' 5'49'36" S03'34'59"E 95.04' 8'36'09" S05'57'03"E 94.95' C312 588.00' 52.27' 5'05'37" S08'03'01"E 52.26' C313 643.00' 123.16' 10'58'28" S20'11'40"E 122.97' C314 598.00' 86.52' 817'24" S19'21'29"E 86.45'
 C315
 598.00'
 81.93'
 7'50'58"
 \$27'25'40"E
 81.86'

 C316
 643.00'
 69.63'
 6'12'18"
 \$28'47'03"E
 69.60'

 C411
 460.50'
 78.77'
 9'48'03"
 \$05'34'12"E
 78.68'
 Point of Beginning TRACT 4 GRAPHIC SCALE DENOTES UPLAND BUFFER (NATURAL VEGETATIVE UPLAND BUFFER) 25' AVERAGE WIDTH LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM (IN FEET) 1" = 50DETAIL "K" NOT TO SCALE





TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

Traffic Enforcement Along Albany Bay Blvd.

- On duty officers can have this area as part of their schedule. However, due to the growth of this general area for Police enforcement, Police presence cannot be guaranteed
- Off-duty officers:
 - o Guaranteed coverage based upon the agreed weekly hours for coverage
 - o \$55 per hour; 3 hr minimum
 - o 3% per invoice service fee for use of 3rd party platform. Optional for 2023, but mandatary beginning 2024
 - Weekly submission of invoices accompanied with a Report providing hours worked and dates/times of actions taken (i.e. warnings, tickets, etc.)

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Beachwalk Clubhouse, 100 Beachwalk Club Drive, St. Johns, Florida 32259

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November 15, 2022	Landowners' Meeting	2:00 PM
,		
November 15, 2022 CANCELED	Regular Meeting	2:00 PM
January 17, 2023	Regular Meeting	1:00 PM*
rescheduled to January 24, 2023		
January 24, 2023	Regular Meeting	1:00 PM*
rescheduled to February 7, 2023		
February 7, 2023	Regular Meeting	1:00 PM*
March 21, 2023	Regular Meeting	1:00 PM*
rescheduled to March 28, 2023	negular Meeting	1.001101
March 28, 2023 CANCELED	Regular Meeting	1:00 PM*
April 18, 2023	Regular Meeting	1:00 PM*
rescheduled to April 25, 2023		
April 25, 2023 CANCELED	Regular Meeting	1:00 PM*
May 16, 2023 rescheduled to May 23, 2023	Regular Meeting	1:00 PM*
May 23, 2023	Regular Meeting	1:00 PM*
June 28, 2023	Special Meeting	12:30 PM
July 18, 2023	Regular Meeting	1:00 PM
rescheduled to July 25, 2023		
July 25, 2023	Regular Meeting	1:00 PM

August 15, 2023 rescheduled to August 22, 2023	Regular Meeting	1:00 PM
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
August 22, 2023	Regular Meeting	1:00 PM*
September 19, 2023 rescheduled to September 26, 2023	Regular Meeting	1:00 PM*
September 26, 2023	Regular Meeting	1:00 PM*

^{*}Meetings to commence at later of 1:00 p.m., or immediately following adjournment of Creekside at Twin Creeks CDD Meetings