

RESOLUTION NO. 2018 - 92

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF AN INTERLOCAL AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT FOR CONSTRUCTION AND MAINTENANCE BY THE DISTRICT OF SIGNS, LANDSCAPING, AND CONCRETE IMPROVEMENTS IN BEACHWALK BOULEVARD, A COUNTY ROAD RIGHT-OF-WAY; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE INTERLOCAL AGREEMENT ON BEHALF OF THE COUNTY; INSTRUCTION THE CLERK OF THE CIRCUIT COURT TO FILE THE INTERLOCAL AGREEMENT IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY.**

**WHEREAS**, the Twin Creeks North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District"), and St. Johns County, Florida, a political subdivision of the State of Florida ("County") desire to enter into a Interlocal Agreement, in a form substantially similar to that attached and incorporated as Exhibit "1" to this resolution, for the construction and maintenance by the District for signs, landscaping, and concrete improvements on Beachwalk Boulevard, a County road right-of-way located within the District boundaries; and

**WHEREAS**, the District is an independent special district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*, and is authorized to construct, acquire, and maintain infrastructure improvements and services as set forth in Section 190.012(1), *Florida Statutes*; and

**WHEREAS**, the County and the District desire to establish and set forth in an interlocal agreement, the District's maintenance responsibilities regarding the improvements within the County right-of-way; and

**WHEREAS**, the County and the District find the Interlocal Agreement to be necessary, proper, and convenient to the exercise of their powers, duties, and purposes authorized by law; and

**WHEREAS**, the County and the District desire to exercise jointly their common powers and authority concerning maintenance of the rights-of-way; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers and liabilities of each of the governmental bodies; and

**WHEREAS**, Section 163.01, *Florida Statutes*, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, all Parties agree to the terms of the attached Agreement;

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:**

1. The above recitals are hereby adopted as findings of fact.
2. The Board of County Commissioners of St. Johns County Florida hereby approves the terms, provisions and conditions of the Interlocal Agreement between St. Johns County and the Twin Creeks North Community Development District, and authorizes the County Administrator, or designee, is to execute the Interlocal Agreement, in a form substantially similar to that attached and incorporated as Exhibit "1", on behalf of the County for the purposes mentioned above.
3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.
4. The Clerk of Courts of St. Johns County is instructed to file the Interlocal Agreement in the public records of St. Johns County
5. This Resolution shall take effect immediately upon its being signed.

**PASSED AND ADOPTED** by the Board of Board of County Commissioners of St. Johns County, Florida this 3 day of April 2018.

ATTEST: Hunter S. Conrad, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: *Pam Halterman*  
Deputy Clerk

By: *Henry Dean*  
Henry Dean, Chair

Rendition Date: 4/5/18

Effective Date: 4/5/18

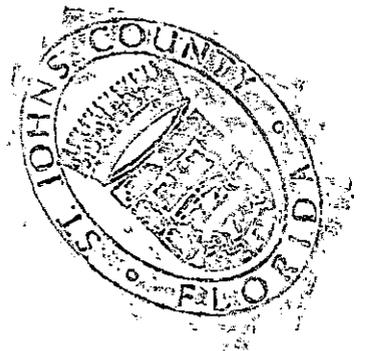


EXHIBIT "1" to Resolution

**INTERLOCAL AGREEMENT BETWEEN TWIN CREEKS NORTH  
COMMUNITY DEVELOPMENT DISTRICT AND ST. JOHNS COUNTY**

**THIS INTERLOCAL AGREEMENT** ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between ST. JOHNS COUNTY, a political subdivision of the State of Florida ("County"), and TWIN CREEKS NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government ("District") and together with the County, the ("Parties").

**WITNESSETH:**

**WHEREAS**, it is the purpose and intent of this Agreement to permit and authorize the County and the District to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and to achieve the results provided for in this Agreement pursuant to section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 ("Cooperation Act"); and

**WHEREAS**, it is the purpose of the Cooperation Act to provide a means by which the County and the District may exercise their respective powers, privileges, and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and

**WHEREAS**, the District was created pursuant to Chapter 190, Florida Statutes ("Act"), for the purpose of delivering certain community development services and facilities within and outside the boundaries of the District; and

**WHEREAS**, all of the lands contained within the boundaries of the District are located entirely within the boundaries of the County; and

**WHEREAS**, the right-of-way known as Beachwalk Boulevard has been dedicated to the County (the "County Property") in the Beachwalk Boulevard at Twin Creeks North plat recorded in Map Book 85, Pages 79 through 87 and Map Book 87 Pages 3 through 12, of the Public Records of St. Johns County, which County Property is located within the boundaries of the District;

**WHEREAS**, the County has agreed to allow the installation within the County Property of certain decorative poles, directional signage, street signs and stop signs, which are described in more detail on Exhibit A, in the areas depicted in Exhibit B attached hereto (the "Sign Improvements"); and

**WHEREAS**, pursuant to its authority under the Act, the District desires to maintain the Sign Improvements and, when necessary, install new poles, street signs and stop signs on County Property (the "District's Sign Maintenance"); and

**WHEREAS**, the County is agreeable to the District's Sign Maintenance subject to the terms and conditions set forth herein; and

**WHEREAS**, the County has also agreed to allow the installation within the County Property of certain decorative concrete within two road roundabout areas as generally depicted in Exhibit C attached hereto (the "Concrete Improvements"); and

**WHEREAS**, pursuant to its authority under the Act, the District desires to maintain the Concrete Improvements and; when necessary, make any necessary removal or repair of the Concrete Improvements (the "District's Concrete Improvements Maintenance"); and

**WHEREAS**, the County has also agreed to allow the installation within the County Property of landscaping, including, but not limited to sod, grasses, bushes, shrubs, trees, and mulch, and irrigation facilities, and landscape lighting or uplighting and associated electrical facilities in the areas depicted in Exhibit D attached hereto (collectively, the "Landscaping Improvements"); and

**WHEREAS**, pursuant to its authority under the Act, the District desires to maintain the Landscaping Improvements and, when necessary, make any necessary removal or replacements of the Landscaping Improvements (the "District's Landscaping Improvements Maintenance").

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration as provided for herein, the Parties hereto now desire to enter into this Agreement and submit to the following terms:

**Section 1. Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement, and said recitals are adopted as findings of fact.

**Section 2. District's Sign Maintenance.** The following defines the Parties' respective responsibilities as they relate to the District's Sign Maintenance:

- a. The District shall be responsible for the on-going maintenance of the Sign Improvements. The Sign Improvements shall be maintained in accordance with County standards, as set forth in Exhibit E hereto, including County response times for replacement. The cost of such maintenance of such Sign Improvements shall be paid by the District. Should the County determine that the Sign Improvements are not being maintained to its standards, the County shall provide the District with written notice specifying the nature of such noncompliance. The District shall have thirty (30) days from its receipt of such notice to correct the item of noncompliance, provided, however, that if the noncompliance is due to an event of Force Majeure (as

hereinafter defined), the District shall have such additional amount of time as is reasonably necessary to correct the item of noncompliance. Should the District fail to timely correct the item of noncompliance, the County shall have the right to remove the specific Sign Improvement resulting in the item of noncompliance and replace it with the County's standard pole and sign. The District shall not be responsible for the maintenance of any County installed standard sign or pole. The District may perform the District's Sign Maintenance responsibilities described herein with its own staff, or may enter into maintenance contracts with independent contractor(s), including homeowners' association(s), to perform such maintenance on behalf of the District.

- b. As used in this Agreement, the term "Force Majeure" shall mean acts of God; strikes, lock-outs, or other industrial disturbance; acts of public enemies; war; blockades; riots; acts of armed forces, militia, or public authority; epidemics; breakdown of or damage to machinery, pumps, or pipelines; landslides, earthquakes, fires, hurricanes, storms, tornadoes or floods; governmental restraints of any nature, whether federal, state, county, municipal or otherwise; explosions; failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals, whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations, whether federal, state, county, municipal or otherwise; or by any other causes not within the reasonable control of the District, and which, even through the exercise of due diligence, the District is unable to overcome.
- c. Should the District decide to replace any of the Sign Improvements, the District shall provide the County written notice of such intent to replace fourteen (14) days in advance of the start of the work. Replacement will be to restore the Sign Improvements to the original condition using the original approved designs and specifications. If the District desires modification of any of the Sign Improvements, the District shall submit a right-of-way permit for the County's review and approval.

**Section 3. District's Concrete Improvements Maintenance.** The following defines the Parties' respective responsibilities as they relate to the District's Concrete Improvements Maintenance:

- a. The District shall maintain or cause to be maintained the Concrete Improvements in the County Property subject to the terms and conditions contained herein. The cost of maintenance, repair, removal and/or replacement of such Concrete Improvements shall be paid by the District. If the County determines the Concrete Improvements need to be repaired, replaced or removed, the County shall provide written notice to the District. If the County advises the District that any roadway damage or deterioration of the Concrete Improvements constitutes a safety hazard, the District shall have a period of seventy-two (72) hours from its receipt of such notice to

secure any roadway damage or deterioration of the Concrete Improvements causing a safety hazard by installing a temporary safety barrier or barricade, if necessary, and a period of fourteen (14) days from its receipt of such notice to repair any roadway damage or deterioration of the Concrete Improvements or to repair any damage to sidewalks containing the Concrete Improvements. If the County determines that the roadway damage or deterioration of the Concrete Improvements constitute an immediate safety hazard, the County may secure the hazard in advance of District action and invoice the District for the reasonable cost of securing the hazard. The District shall have a period of thirty (30) days from its receipt of such notice to make any other requested repair, replacement or removal of the Concrete Improvements, unless such replacement includes a modification of any of the Concrete Improvements and requires a right-of-way permit, which shall extend the time for replacement for a period of thirty (30) days after the issuance of the right-of-way permit. Notwithstanding the foregoing, if the noncompliance is due to an event of Force Majeure, the District shall have such additional amount of time as is reasonably necessary to complete the repair, replacement or removal. Should the District fail to timely complete the repair, replacement or removal, the County shall have the right, but not the obligation, to make the requested repair, replacement or removal and invoice the District for reimbursement of the reasonable costs of the repair, replacement or removal. If the County removes the Concrete Improvements and replaces same with pavement, the District shall not be responsible for the maintenance of such pavement. The District may perform the District's Concrete Improvements Maintenance responsibilities described herein with its own staff, or may enter into maintenance contracts with independent contractor(s), including homeowners' association(s), to perform such maintenance on behalf of the District.

- b. It is expressly stipulated that this Agreement is a license for permissive use only and that the placement of the Concrete Improvements shall not operate to create or vest any property rights to said District. Moreover, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all or any portion of the County Property, as solely determined by the County, in its reasonable discretion, any or all of said Concrete Improvements shall be promptly removed from said County Property at the expense of the District and relocated or reset upon agreement between the District and the County. If the District and the County are unable to agree upon the relocation of said Concrete Improvements, then the District shall be relieved of any further obligation after removal of said Concrete Improvements.
- c. Should the District decide to replace any of the Concrete Improvements, the District shall provide the County written notice of such intent to replace fourteen (14) days in advance of the start of the work. Replacement shall be to restore the Concrete Improvements to the original condition using the

original approved designs and specifications. If the District desires modification of any of the Concrete Improvements, the District shall submit a right-of-way permit for the County's review and approval.

**Section 4. District's Landscaping Improvements Maintenance.** The following defines the Parties' respective responsibilities as they relate to the District's Landscaping Improvements Maintenance:

- a. The District shall maintain or cause to be maintained the Landscaping Improvements in the County Property subject to the terms and conditions contained herein. The cost of maintenance, repair and/or replacement of such Landscaping Improvements shall be paid by the District. If the County determines that any of the Landscaping Improvements need to be maintained, replaced or removed, the County shall provide written notice to the District. The District shall have thirty (30) days from its receipt of such notice to make such requested maintenance, replacement or removal of the specified Landscaping Improvements, provided, however, that if the noncompliance is due to an event of Force Majeure, the District shall have such additional amount of time as is reasonably necessary to complete the repair, replacement or removal. Should the District fail to timely complete the maintenance, replacement or removal, the County shall have the right, but not the obligation, to make the requested maintenance, replacement or removal and invoice the District for reimbursement of the reasonable costs of the repair, replacement or removal. The District may perform the District's Landscaping Improvements Maintenance responsibilities with its own staff, or may enter into maintenance contracts with independent contractor(s), including homeowners' association(s), to perform such maintenance on behalf of the District.
- b. It is expressly stipulated that this Agreement is a license for permissive use only and that the placement of the Landscaping Improvements shall not operate to create or vest any property rights to said District. Moreover, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all or any portion of the County Property, as solely determined by the County, in its reasonable discretion, any or all of said Landscaping Improvements shall be promptly removed from said County Property at the expense of the District and relocated or reset upon agreement between the District and the County. If the District and the County are unable to agree upon the relocation of said Landscaping Improvements, then the District shall be relieved of any further obligation after removal of said Landscaping Improvements.
- c. Should the District decide to replace any of the Landscaping Improvements, the District shall provide the County written notice of such intent to replace fourteen (14) days in advance of the start of the work, except for

replacement of sod, grasses, bushes, flowers, shrubs and mulch as part of the regular landscape maintenance by the District. Replacement shall be to restore the Landscaping Improvements to the original condition using the original approved designs and specifications. If the District desires modification of any of the Landscaping Improvements, the District shall submit a right-of-way permit for the County's review and approval, if such right-of-way permit is required by County ordinances.

**Section 5. Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

**Section 6. Amendments to Agreement.** The District and the County, acknowledge that this Agreement constitutes the complete agreement and understanding of both Parties. Both Parties acknowledge that any amendments to this Agreement shall be in writing, and approved by the appropriate legislative body of each entity.

**Section 7. Access to Records.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Florida Statutes, Chapter 119), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**Section 8. Limitation on Governmental Liability.** Nothing in this Agreement shall be deemed a waiver of immunity limits of liability of the County or of the District beyond any statutory limited waiver of immunity or limits of liability contained in Florida Statute Section 768.28, as amended, or other statute. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the County or the District in its, his or their individual capacity, and neither the members of the governing body of the County or the District nor any official executing this Agreement shall be liable personally or shall be subject to any accountability for reason of the execution by the County or the District of this Agreement or any related act.

**Section 9. Term.** This Agreement shall remain in effect as follows:

- a. with respect to the District's Sign Maintenance responsibilities, until such time as (i) the District has notified the County that it intends to remove all of the Sign Improvements from the County Property and does not intend to install any replacement Sign Improvements within the County Property and (ii) the County has installed its standard signage to replace the Sign Improvements;

- b. with respect to the District's Concrete Improvements Maintenance responsibilities, until such time as the District has (i) removed the Concrete Improvements from the County Property and (ii) replaced same with pavement in the manner required by and approved by the County; and
- c. with respect to the District's Landscaping Improvements Maintenance responsibilities, until such time as the District has (i) removed all of the Landscaping Improvements within the County Property and (ii) notified the County that it does not intend to install any replacement Landscaping Improvements.

**Section 10. Enforcement.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**Section 11. Recovery of Costs and Fees.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

**Section 12. Notices.** All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

- |                     |  |
|---------------------|--|
| If to the County:   | St. Johns County Engineering Division<br>2740 Industry Center Road<br>St. Augustine, Florida 32084<br>Attn: County Engineer  |
| With a Copy to:     | St. Johns County Office of County Attorney<br>500 San Sebastian View<br>St. Augustine, Florida 32084<br>Attn: Patrick McCormack, Esq., County Attorney                                 |
| If to the District: | Twin Creeks North<br>Community Development District<br>c/o Wrathell, Hunt and Associates, LLC<br>2300 Glades Road<br>Suite 410W<br>Boca Raton, Florida 33431<br>Attn: District Manager |
| With a Copy to:     | Billing, Cochran, Lyles, Mauro & Ramsey, P.A.<br>515 East Las Olas Boulevard, 6 <sup>th</sup> Floor<br>Fort Lauderdale, Florida 33301<br>Attn: Dennis Lyles, Esq.                      |

**Section 13. Filing.** After approval of this Agreement by the respective governing bodies of the County and the District, and its execution by the duly qualified and authorized officers of each of the Parties, the District shall cause this Agreement to be filed with the Clerk of the Circuit Court of St. Johns County, Florida, in accordance with the requirements of section 163.01(11), Florida Statutes.

**Section 14. Severability.** If any part of this Agreement 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 Agreement 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.

**Section 15. Construction.** This Agreement is the result of the negotiations among and between the County and the District such that all parties have contributed materially and substantially to its preparation, and shall not be construed more strictly against one party than the other.

**Section 16. Entire Agreement.** This instrument, and all the attached exhibits, constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the County and the District have each caused this Agreement to be executed and delivered as of the date indicated above.

ATTEST: \_\_\_\_\_, Clerk

Board of County Commissioners,  
St. Johns County, Florida

\_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_,  
\_\_\_\_\_, Chair

Date: \_\_\_\_\_, 201\_\_

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, who is personally known to me, and who as the \_\_\_\_\_ of St. Johns County, is authorized to act on its behalf.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

ATTEST:

Twin Creeks North Community  
Development District

[Signature]  
Print Name: Bryan Kinsey  
Title: Assistant Secretary

By: [Signature]  
Print: John T. Kinsey  
Title: Chairperson  
Date: December 19<sup>th</sup>, 2017

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2017, by John T. Kinsey, who is personally known to me, and who as the Chairperson of the Board of Supervisors of the Twin Creeks North Community Development District, is authorized to act on its behalf.

[Signature]  
Notary Public

My Commission expires:

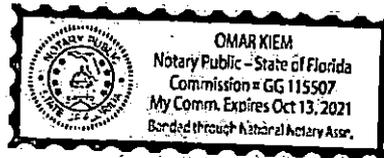


STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2017, by Bryan Kinsey, who is personally known to me, and who as the Assistant Secretary of the Board of Supervisors of the Twin Creeks Community North Community Development District, is authorized to act on its behalf.

[Signature]  
Notary Public

My Commission expires:



## **EXHIBIT A**

### **Description of Sign Improvements**

Twin Creeks North Community Development District will install approximately 131 three-inch blue aluminum posts, approximately ten feet in length, within the community along Beachwalk Boulevard. These posts support traffic signs and street-name signs, 9 of these posts have double street-name signs and stop sign combination mounted on decorative board, 46 of these posts have double traffic signs mounted on decorative board, 76 of these posts have single traffic signs mounted on decorative board, traffic signs such as speed limit signs, keep right signs, left turn, yield and other traffic signs.

**EXHIBIT B**

**Locations of Sign Improvements**































**EXHIBIT C**

**Depiction of Concrete Improvements**



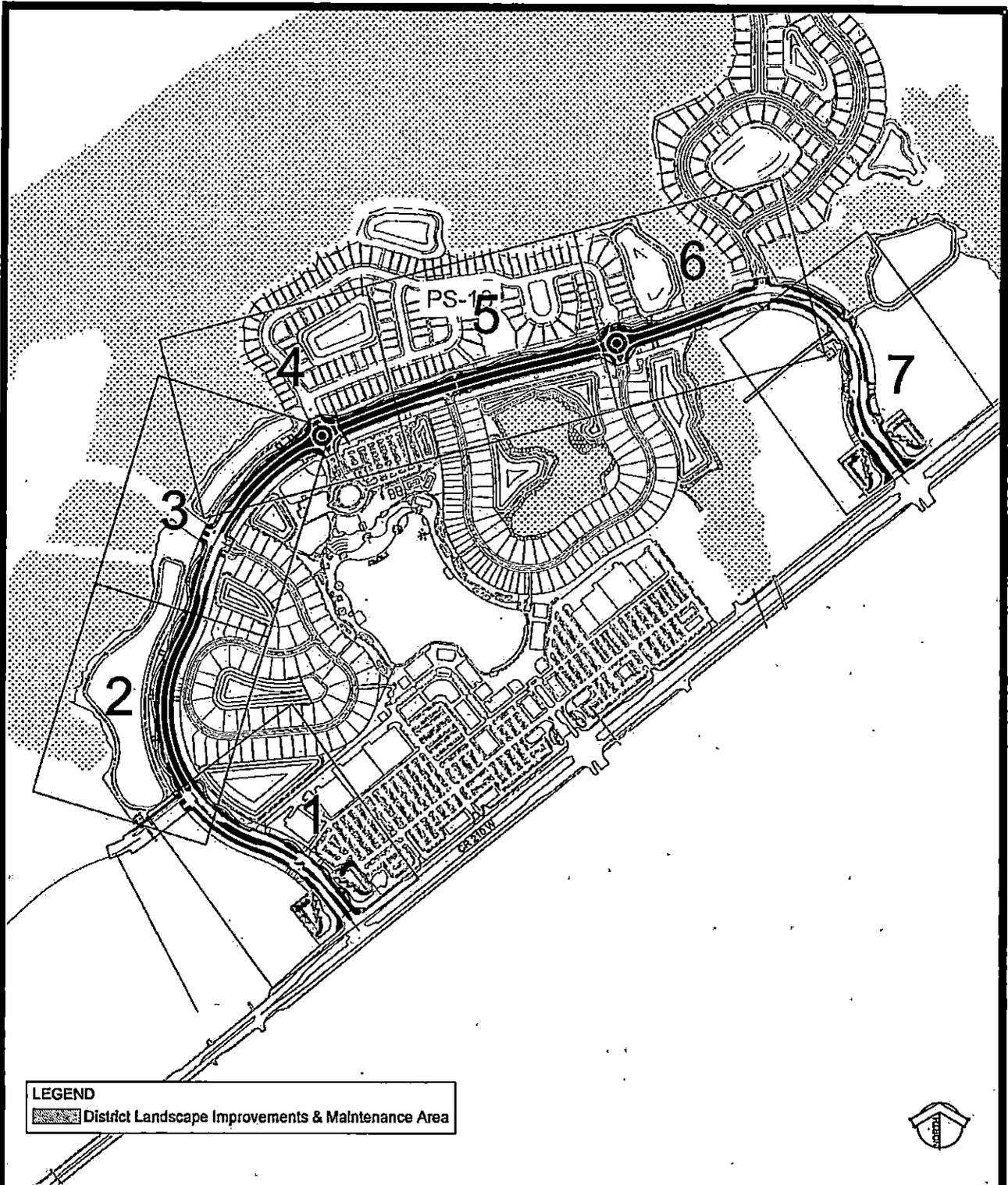




**EXHIBIT D**

**Locations of Landscaping Improvements**

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**LEGEND**  
 [Hatched Box] District Landscape Improvements & Maintenance Area



**BEACHWALK BLVD**

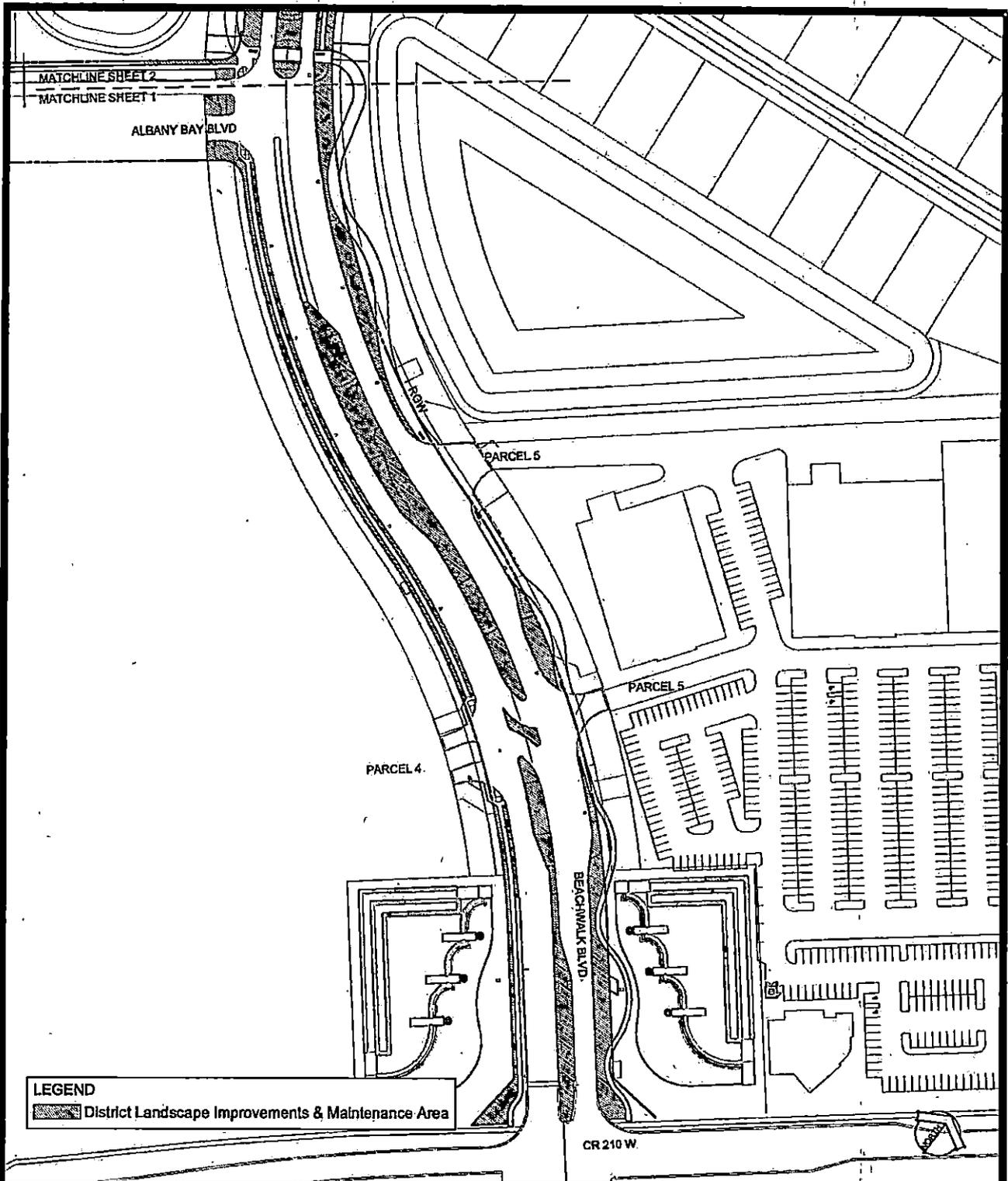
EXHIBIT D - Landscape Improvements

SCALE NOT TO SCALE  
 DRAWING KEY SHEET  
 DATE 7-14-17  
 PROJECT NO. 111013.34

13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224-0229  
 www.prosserinc.com  
 Office 904.739.3655  
 Fax 904.730.3413

**PROSSER**  
 Community - Management - Energy - Relationships

P:\111\111013-21-TWIN CREEKS WATERFALL WAY ROAD LANDSCAPE\CADD\CURRENT\Exhibits\CDD Maintenance Exhibit.dwg Jul 18, 2017 - 2:13pm



**LEGEND**  
 [Hatched Box] District Landscape Improvements & Maintenance Area

# BEACHWALK BLVD

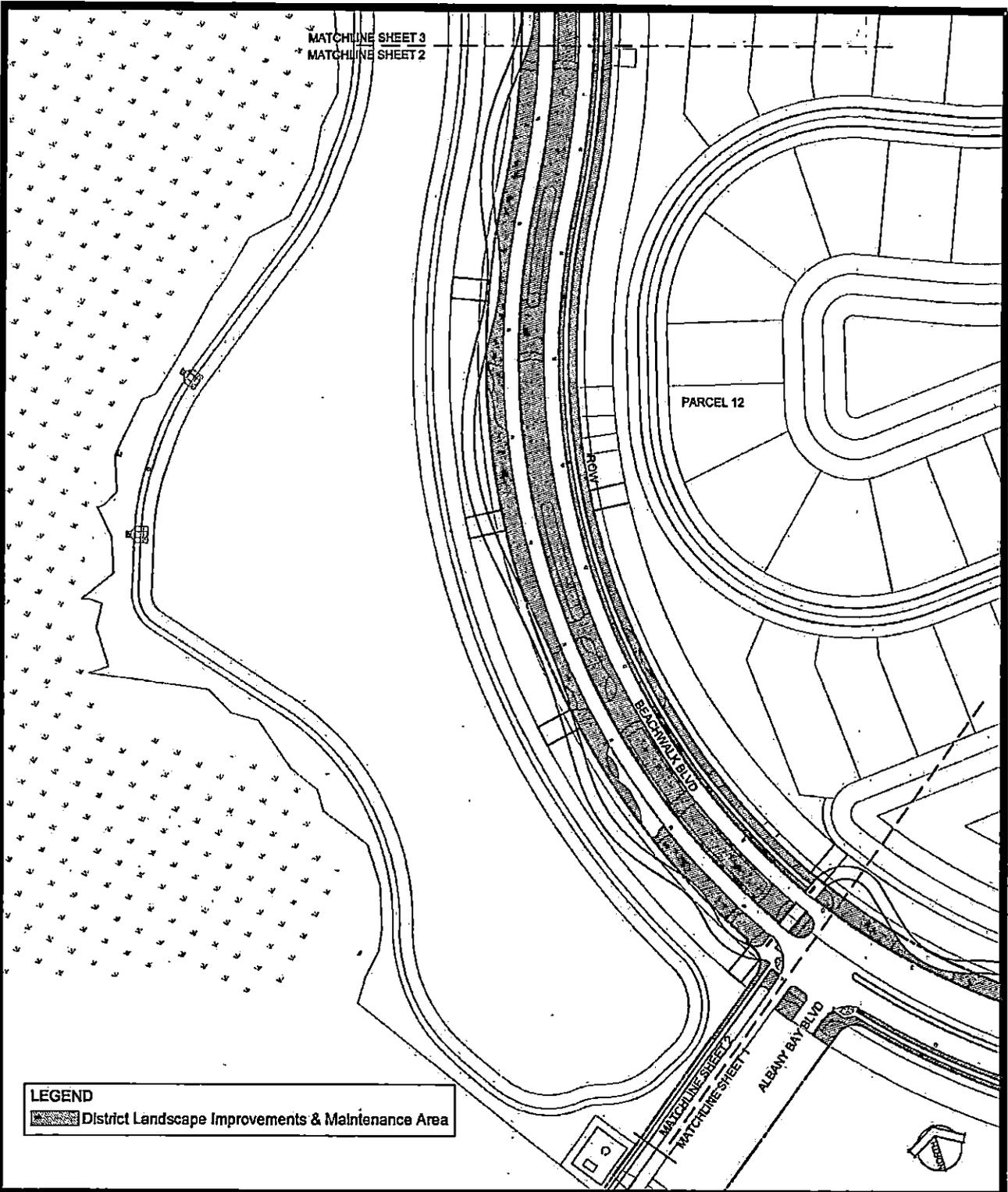
EXHIBIT D - Landscape Improvements

SCALE NOT TO SCALE  
 DRAWING 1 OF 7  
 DATE 7-14-17  
 PROJECT NO. 111013.34

13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224-0229  
 www.prosserinc.com  
 Office 904.739.3655  
 Fax 904.730.3413

**PROSSER**  
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P:\111013-21-TWIN CREEKS WATERFALL WAY ROAD LANDSCAPE\CADD\CURRENT\Exhibit D\COO Maintenance Exhibit.dwg Jul 18, 2017 - 1:07pm



**LEGEND**  
 District Landscape Improvements & Maintenance Area

**BEACHWALK BLVD**

EXHIBIT D - Landscape Improvements

SCALE NOT TO SCALE

DRAWING 2 OF 7

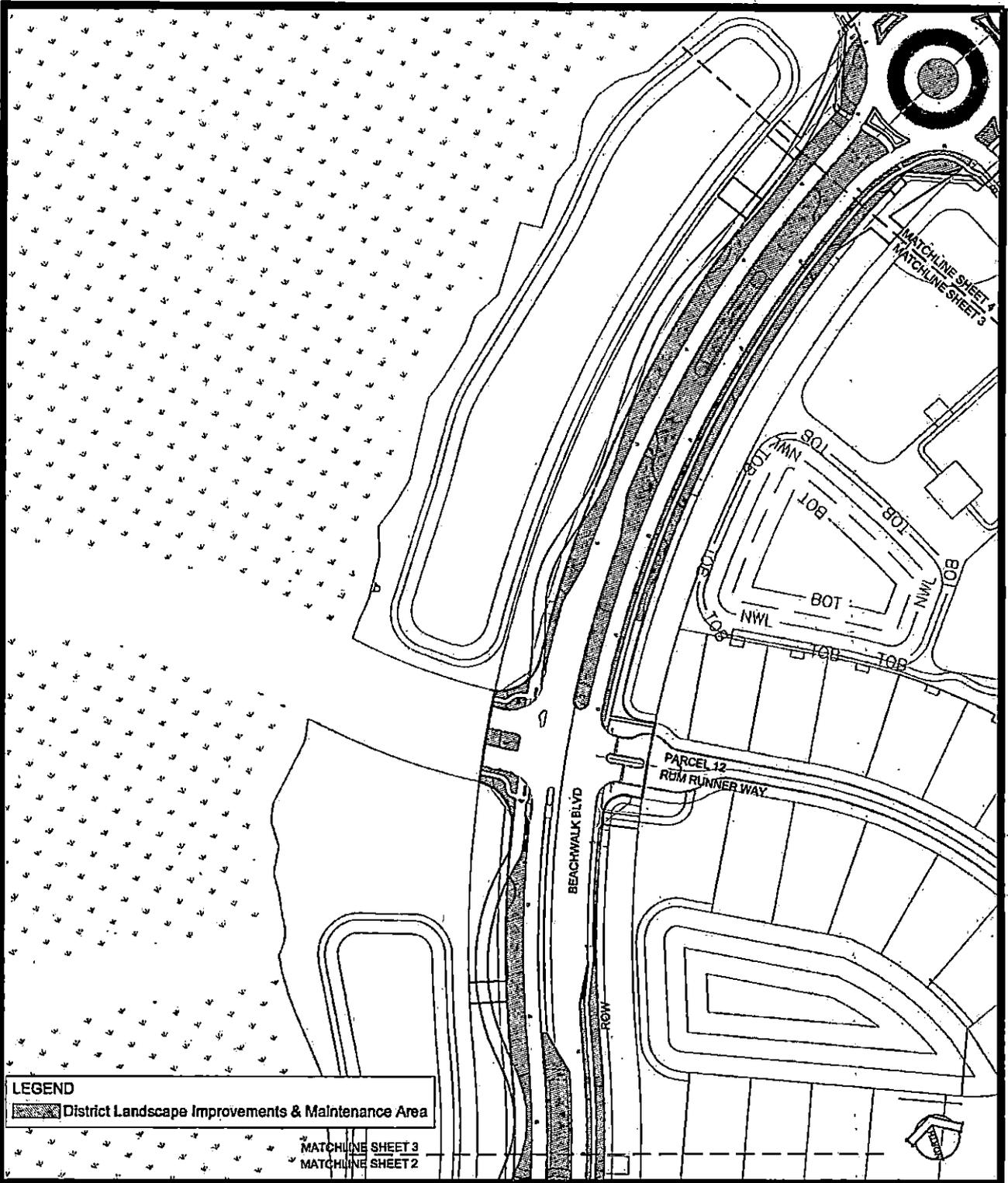
DATE 7-14-17

PROJECT NO. 111013.34

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**LEGEND**  
 District Landscape Improvements & Maintenance Area

MATCHLINE SHEET 3  
 MATCHLINE SHEET 2

# BEACHWALK BLVD

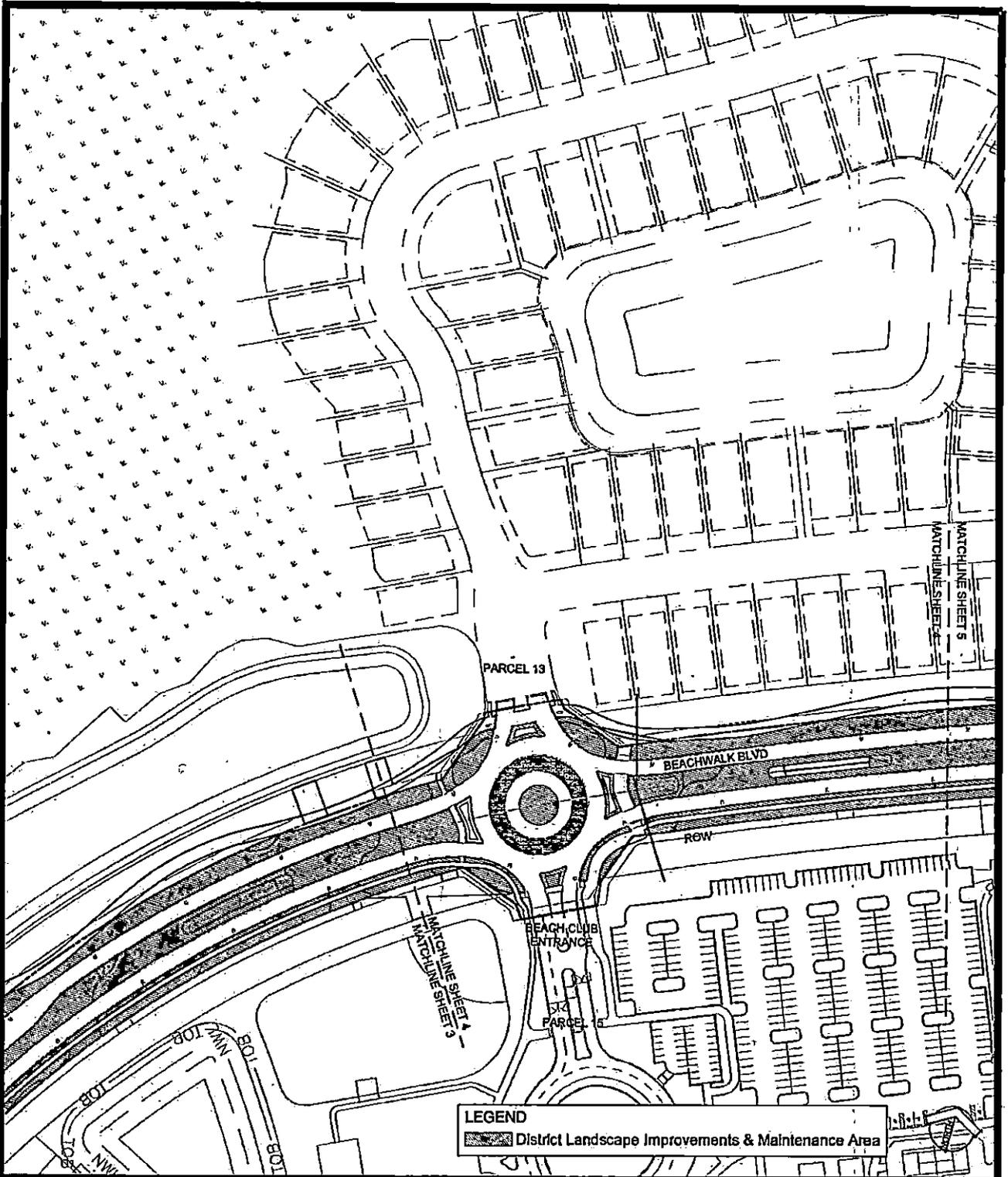
EXHIBIT D - Landscape Improvements

SCALE NOT TO SCALE  
 DRAWING 3 OF 7  
 DATE 7-14-17  
 PROJECT NO. 111013.34

13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224-0229  
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**PROSSER**  
 Community - Management - Energy - Relationships

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**LEGEND**

 District Landscape Improvements & Maintenance Area

**BEACHWALK BLVD**

EXHIBIT D - Landscape Improvements

SCALE NOT TO SCALE

DRAWING 4 OF 7

DATE 7-14-17

PROJECT NO. 111013.34

13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224-0229

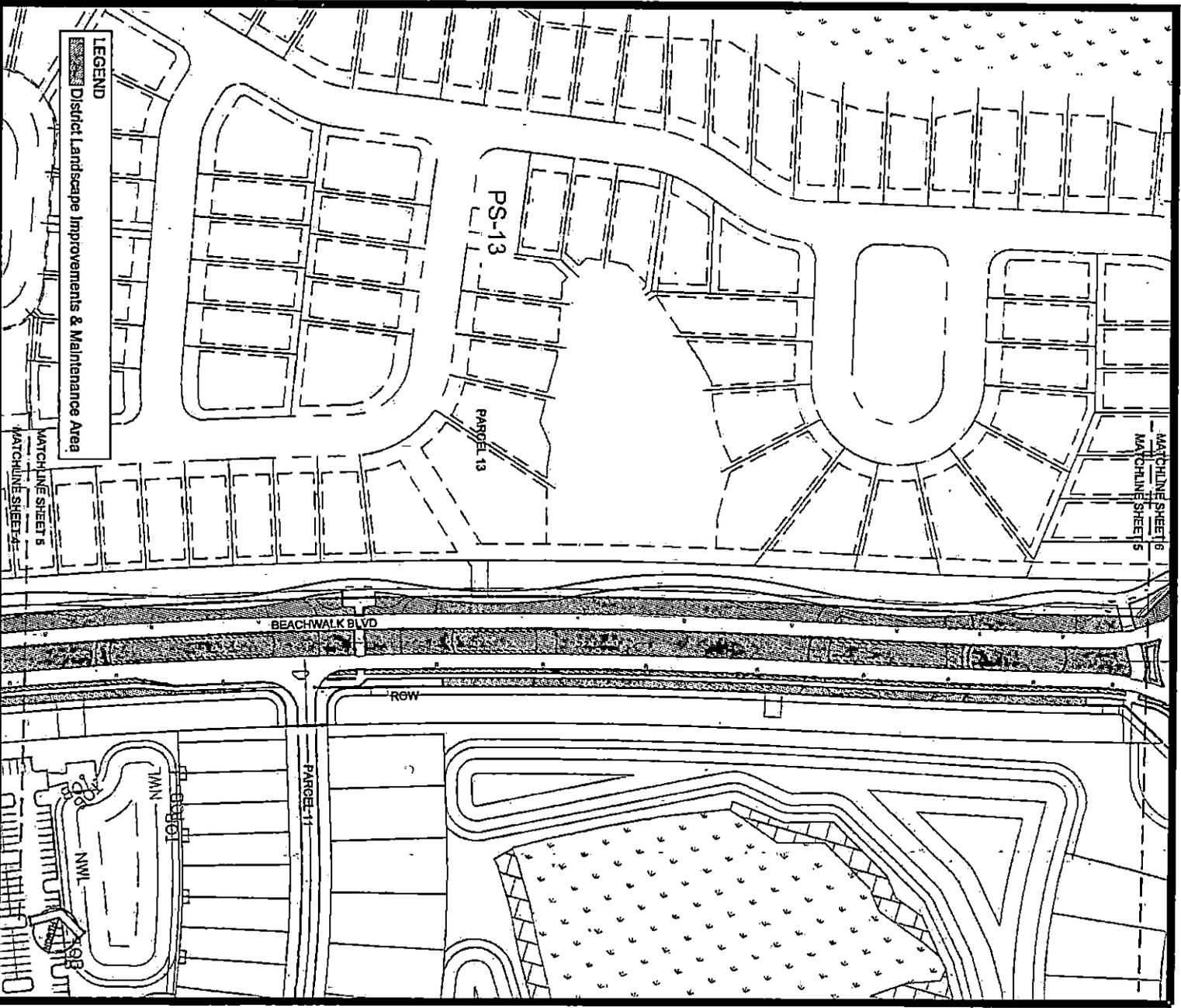
www.prosserinc.com

Office 904.739.3655

Fax 904.730.3413

**PROSSER**

Community - Management - Energy - Relationships



# BEACHWALK BLVD

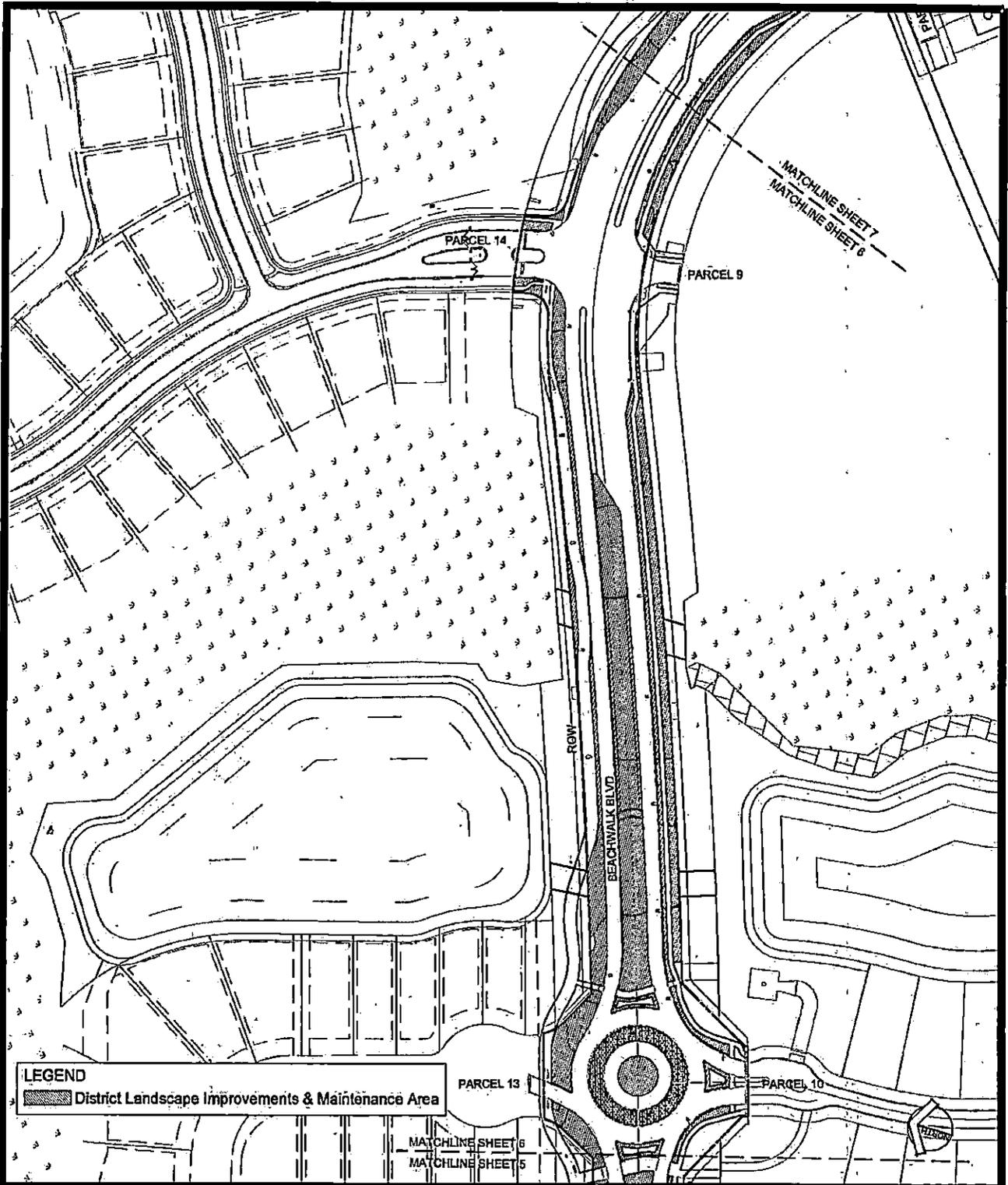
## EXHIBIT D - Landscape Improvements

SCALE NOT TO SCALE  
 DRAWING 5 OF 7  
 DATE 7-14-17  
 PROJECT NO. 111013.34

13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224-0228  
 www.prosserinc.com  
 Office 904.739.3655  
 Fax 904.730.3413

**PROSSER**  
 Community - Management - Energy - Relationships

P:\111013-21-TWIN CREEKS WATERFALL WAY ROW LANDSCAPE\CADD\CURRENT\Exhibits\CDD Maintenance Exhibit.dwg Jul-18, 2017 1:11pm



**LEGEND**  
 [Stippled Area] District Landscape Improvements & Maintenance Area

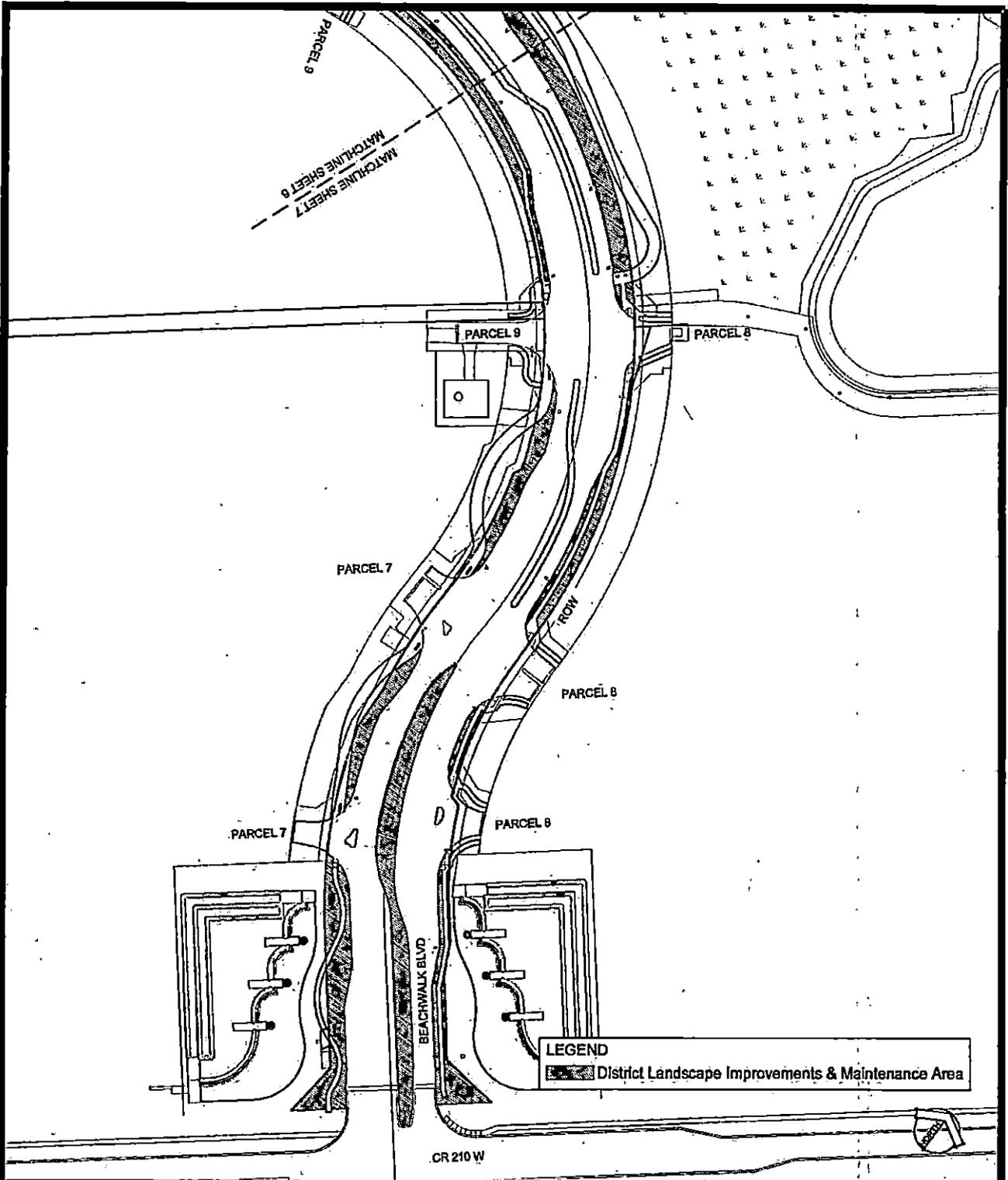
**BEACHWALK BLVD**  
 EXHIBIT D - Landscape Improvements

SCALE NOT TO SCALE  
 DRAWING 6 OF 7  
 DATE 7-14-17  
 PROJECT NO. 111013.34

13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224-0229  
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**PROSSER**  
 Community - Management - Energy - Relationships

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# BEACHWALK BLVD

EXHIBIT D - Landscape Improvements

SCALE NOT TO SCALE  
 DRAWING 7 OF 7  
 DATE 7-14-17  
 PROJECT NO. 111013.34

13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224-0229  
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## **EXHIBIT E**

1. **STOP and SPEED LIMIT signs** – Should an assembly with a STOP or SPEED LIMIT be knocked down and prior to the re-installation of a new assembly by the District, the District shall install a temporary STOP or SPEED LIMIT sign as soon as notified for temporary traffic control. The County reserves the right to install a temporary STOP or SPEED LIMIT Sign assembly should the County be called to perform an emergency response for a STOP or SPEED LIMIT sign down within the District. Any material removed from the site by the County will be held for District maintenance personnel at our sign shop at 2740 Industry Center Road, St. Augustine, Florida 32084.
2. **Street Name Signs and Directional Signs** - Should an assembly with a Street Name Sign or a Directional Sign be knocked down the District will diligently work to re-install the Street Name Sign assembly within 7 days from the time of notification. Any material removed from the site by the County will be held for District maintenance personnel at our sign shop at 2740 Industry Center Road, St. Augustine, Florida 32084.