

*Rivers Edge
Community Development District*

May 16, 2018

Rivers Edge

Community Development District

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

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

May 10, 2018

Board of Supervisors
Rivers Edge Community
Development District

Dear Board Members:

The Board of Supervisors Meeting of the Rivers Edge Community Development District will be held Wednesday, May 16, 2018 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Consideration of Resolution 2018-06, Supplemental Assessment Resolution
- IV. Consideration of Other Financing Related Matters
- V. Approval of Minutes of the April 11, 2018 Meeting
- VI. Consideration of Resolution 2018-07, Approving the Proposed Budget for Fiscal Year 2019 and Setting a Public Hearing Date for Adoption
- VII. Consideration of Golf Cart Rules and Policies
- VIII. Ratification of Agreement with Vesta Property Services, Inc. for River Club Amenity Management and Field Operation Services
- IX. Consideration of Amenity and Club Related Forms
 - A. Consideration of Kayak Rental Agreement
 - B. Consideration of Garden Club Documents
 - C. Consideration of Club Formation Documentation
- X. Consideration of Acquisition of Series 2018 Project Improvements and Documents Related to Same
- XI. Other Business
- XII. Staff Reports
 - A. Attorney
 - B. Engineer – Ratification of Requisition No. 3
 - C. Manager – Report on the Number of Registered Voters (765)
 - D. Amenity Manager – Report
 - E. Field Services – Report
- XIII. Supervisors’ Requests and Audience Comments
- XIV. Financial Reports

- A. Consideration of Tri-Party Funding Request No. 60
- B. Balance Sheet & Income Statement
- C. Assessment Receipt Schedule
- D. Approval of Check Registers
- XV. Next Scheduled Meeting – June 20, 2018 @ 11:00 a.m. at the RiverTown Amenity Center
- XVI. Adjournment

The third order of business is consideration of resolution 2018-06, supplemental assessment resolution. A copy of the resolution is enclosed for your review and approval.

Enclosed under the fifth order of business is a copy of the minutes of the April 11, 2018 meeting for your review and approval.

The sixth order of business is consideration of resolution 2018-07, approving the proposed budget and setting a public hearing date for adoption. A copy of the resolution is enclosed for your review and approval. Copies of the budget will be provided under separate cover.

The seventh order of business is consideration of golf cart rules and policies. Copies of the policies are enclosed for your review and approval.

The eighth order of business is ratification of agreement with Vesta Property Services, Inc. for River Club Amenity Management and Field Operation services. A copy of the agreement is enclosed for your review.

The ninth order of business is consideration of amenity and club related forms. Copies of the kayak rental agreement, garden club documents, and club formation documents are enclosed for your review and approval.

The tenth order of business is consideration of acquisition of series 2018 project improvements and documents related to same. Copies of the acquisition documents are enclosed for your review and approval.

Under financial reports, copies of the balance sheet and income statement, tri-party funding request, assessment receipt schedule, and check register are included for your review.

The balance of the agenda is routine in nature. Staff will present their reports and any additional support material will be presented and discussed at the meeting. I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

James Perry

James Perry

cc: Jere Earlywine Jennifer Gillis Jason Davidson
Gabriel McKee Jennifer Kilinski David Provost
Karen Jusevitch Ryan Stilwell Dan Fagen

AGENDA

Rivers Edge
Community Development District
Agenda

Wednesday
May 16, 2018
11:00 a.m.

RiverTown Amenity Center
156 Landing Street
St. Johns, Florida 32259
Staff Call in #: 1-800-264-8432
Passcode: 653314
www.riversedgecdd.com

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THIRD ORDER OF BUSINESS

RESOLUTION 2018-06

A RESOLUTION MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2018 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2018 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING SERIES 2018 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge Community Development District ("**District**") has previously indicated its intention to undertake, install, establish, construct, or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("**Board**") previously adopted, after notice and public hearing, Resolution 2016-05, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2016-05, this Resolution shall set forth the terms of bonds to be actually issued by the District and apply the adopted supplemental special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on May 17, 2018 the District entered into a Bond Purchase Agreement whereby it agreed to sell its \$7,050,000 Rivers Edge Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2018 ("**Series 2018 Bonds**"); and

WHEREAS, pursuant to and consistent with Resolution 2016-05, the District desires to set forth the particular terms of the sale of the Series 2018 Bonds and confirm the levy of special assessments securing the Series 2018 Bonds ("**Series 2018 Assessments**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2016-05.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE SUPPLEMENTAL ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board hereby finds and determines as follows:

(a) On June 15, 2016, the District, after due notice and public hearing, adopted Resolution 2016-05, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements, a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Amended and Restated Master Improvement Plan* dated April 2, 2018 ("**Master Project**"), as supplemented by the *Engineer's Report Series 2018 Bonds*, dated April 2, 2018, both prepared by the District Engineer, Prosser, Inc. and attached to this Resolution as **Exhibit A**, (collectively, "**Engineer's Report**"), identifies and describes the presently expected components of the infrastructure improvements to be financed in whole or in part with the Series 2018 Bonds ("**Series 2018 Project**"), and sets forth the costs of the Series 2018 Project as \$17,073,030.25. The District hereby confirms that the Series 2018 Project serves a proper, essential, and valid public purpose. The use of the Engineer's Report in connection with the sale of the Series 2018 Bonds is hereby ratified.

(c) The *Special Assessment Allocation Report* dated May 16, 2018 ("**Supplemental Assessment Report**"), applies the adopted *Master Special Assessment Methodology Report*, dated May 18, 2016, and approved by Resolution 2016-05, as amended herein and approved as to Tables 3 and 4 by adoption of this Resolution, and each as are attached to this Resolution as **Exhibit B** ("**Master Assessment Report**"), to the Series 2018 Project and the actual terms of the Series 2018 Bonds. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2018 Bonds.

(d) The Series 2018 Project will specially benefit all of the developable acreage in the District, as set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the Series 2018 Project financed with the Series 2018 Bonds to the specially benefitted properties within the District as set forth in Resolution 2016-05 and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2018 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2018 BONDS. As provided in Resolution 2016-05, this Resolution is intended to set forth the terms of the Series 2018 Bonds and the final amount of the lien of the Series 2018 Assessments securing those bonds. The Series 2018 Bonds, in an aggregate par amount of \$7,050,000 shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the Series 2018 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2018 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2018 Assessments securing the Series 2018 Bonds, which includes those lots and lands set

forth in the Series 2018 Assessment Roll included in the Supplemental Assessment Report, shall be the principal amount due on the Series 2018 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. LEVYING AND ALLOCATING THE SERIES 2018 ASSESSMENTS SECURING SERIES 2018 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2018 Assessments securing the Series 2018 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District's Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2018 Bonds. The estimated costs of collection of the Series 2018 Assessments for the Series 2018 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2018 Assessments securing the Series 2018 Bonds includes those lots and lands set forth in the Series 2018 Assessment Roll included in the Supplemental Assessment Report ("**2018 Assessment Area**"), and as such land is ultimately defined and set forth in site plans, plats or other designations of developable acreage. To the extent that land is added to the District, the District may, by supplemental resolution at a regularly noticed meeting and without the need for public hearing, determine such land to be benefitted by the Series 2018 Project and reallocate the Series 2018 Assessments securing the Series 2018 Bonds in order to impose Series 2018 Assessments on the newly added and benefitted property.

(c) Taking into account any capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated November 1, 2006, and *Fourth Supplemental Trust Indenture*, dated April 1, 2018, the District shall for Fiscal Year 2018/2019, begin annual collection of Series 2018 Assessments for the Series 2018 Bonds debt service payments using the methods available to it by law. Beginning with the first debt service payment on November 1, 2018, there shall be thirty (30) years of installments of principal and interest, as reflected on **Exhibit E**.

(d) The District hereby certifies the Series 2018 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by St. Johns County and other Florida law. The Board each year shall adopt a resolution addressing the manner in which the Series 2018 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2018 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2018 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS.
The terms of Resolution 2016-05 addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution the Series 2018 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The Series 2018 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2018 Assessments securing the Series 2018 Bonds in the Official Records of St. Johns County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. CONFLICTS. This Resolution is intended to supplement Resolution 2018-05, which remains in full force and effect. This Resolution and Resolution 2016-05 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED and ADOPTED, this 16th day of May, 2018.

ATTEST:

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Amended and Restated Master Improvement Plan* dated April 2, 2018 and *Engineer's Report Series 2018 Bonds* dated April 2, 2018

Exhibit B: *Master Special Assessment Methodology Report*, dated May 18, 2016 and *Special Assessment Allocation Report* dated May 16, 2018, including Series 2018 Assessment Roll

Exhibit C: Maturities and Coupon of Series 2018 Bonds

Exhibit D: Sources and Uses of Funds for Series 2018 Bonds

Exhibit E: Annual Debt Service Payment Due on Series 2018 Bonds

**2018 AMENDED AND RESTATED MASTER
IMPROVEMENT PLAN FOR THE RIVERS
EDGE COMMUNITY DEVELOPMENT
DISTRICT**

Prepared for:
Boards of Supervisors
Rivers Edge Community Development District

Prepared by:
PROSSER, Inc.
13901 Sutton Park Drive South, Suite 200
Jacksonville, Florida 32224
904-739-3655

INTRODUCTION

The Development

RiverTown is a 4,176.53-acre mixed-use master planned development (the “**Development**” or “**RiverTown**”) located along the east bank of the St. Johns River, approximately thirty-three (33) miles southwest of downtown Jacksonville in northwest St. Johns County, Florida. A map identifying the general location of the Development is attached as **Exhibit A**.

The Development is an approved Development of Regional Impact, approximately 3,995 acres of which is the RiverTown Planned Unit Development. The balance of the Development is located in the RiverTown Planned Rural Development (“PRD”). Approved development within RiverTown generally consists of single and multi-family residential, commercial, retail, office, educational, light industrial, and various open space, recreational and park uses. The master development plan and the current expected land uses in the Development are further described in **Exhibit B** to this report.

In March 2014, Mattamy RiverTown, LLC, a Delaware limited liability company purchased from the original developer of RiverTown, The St. Joe Company, all of its remaining land and collateral rights in and became the Master Developer of RiverTown. On December 1, 2017, Mattamy RiverTown, LLC transferred all of its land and rights to its affiliate, Mattamy Jacksonville, LLC (the “**Master Developer**”),

The District

The Rivers Edge Community Development District (“**Rivers Edge**” or the “**District**”) and the Main Street Community Development District (“**Main Street**,” and together with Rivers Edge, the “**Original Districts**”), were established by Rule 42FFF-1, *Florida Administrative Code* (the “**Rivers Edge Rule**”), adopted by the Florida Land and Water Adjudicatory Commission (“**FLWAC**”), and Ordinance No. 2006-40, adopted by the Board of County Commissioners in and for St. Johns County, Florida (the “**County**”), respectively. The Original Districts, local units of special-purpose governments, were established for purposes of, among other things, financing and managing the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within RiverTown.

After establishment, the Original Districts determined that it was in their individual and collective best interests to adopt a common capital improvement program, the result of which was the *Improvement Plan* dated October 17, 2006 (the “**Original Improvement Plan**”). Pursuant to an *Interlocal Agreement* dated July 30, 2007 (the “**Interlocal Agreement**”), the Original Districts also agreed to jointly exercise their powers and authority to efficiently finance, construct and acquire infrastructure comprising a portion of the Original Improvement Plan.

As a result of changes to the development plan for RiverTown, the Original Districts pursued merger in accordance with section 190.046(3), *Fla. Stat.* Effective September 6, 2011, Rule 42FFF-1.002, *Florida Administrative Code*, merged Main Street into and with Rivers Edge. As the surviving entity, Rivers Edge assumed all indebtedness of, received title to all property owned by, and assumed the powers and authority of, Main Street, pursuant to the *Merger Agreement*, dated July 1, 2010, entered into by and between the Original Districts. The Notice of Merger was recorded in the St. Johns County Official Records, Book 3473, Page 1648.

On November 19, 2014, the Board of Supervisors for the District (the “**Board**”) adopted a resolution directing District staff to file a petition with FLWAC requesting adoption of an

amendment to the Rivers Edge Rule revising the boundary to remove approximately 2,500 acres of land. The purpose of the contraction was to accommodate changes in market conditions and the development plan, as well as to finalize the “central core” of the Development extending along Orange Branch Trail from CR 244 (Longleaf Parkway) to the St. John River. On June 27, 2017 a final rule amending the District’s boundaries was made effective and the current boundary of the District is included as a part of **Exhibit D** (the “**Boundary Amendment**”).

PURPOSE AND SCOPE OF IMPROVEMENTS

The District was established for the purpose of financing or acquiring, constructing, maintaining and operating all or a portion of the infrastructure necessary for community development within the District.

The Original Districts, in 2006, issued a total of three series of bond anticipation notes in the principal amount of \$10 million each and additionally issued \$13,980,000 Capital Improvement Revenue Bonds, Series 2008A and \$19,350,000 Capital Improvement Revenue Bonds, Series 2008B (collectively the “**Series 2008 Bonds**”), the proceeds of which were used to finance a portion of the District infrastructure improvements constructed to date and as more specifically detailed in the Master Improvement Plan. The District intends in 2018 to issue Capital Revenue Bonds, Series 2018, to financing the remaining improvements in the Restated Improvement Plan (hereinafter defined).

Purpose of this Restated Improvement Plan

The purpose of this 2018 Amended and Restated Master Improvement Plan for the Rivers Edge Community Development District (the “**Restated Improvement Plan**”) is to update the 2016 Amended and Restated Master Improvement Plan (“**2016 Improvement Plan**”), which updated the Original Improvement Plan to refine the improvements to be financed, constructed and acquired after the Boundary Amendment, and to update the proposed infrastructure improvements and costs associated therewith.

RESTATED IMPROVEMENT PLAN

This Restated Improvement Plan identifies the improvements necessary for effective and efficient development of the Development after the Boundary Amendment and taking into consideration additional improvements and actual costs for completed and ongoing components of the Restated Improvement Plan. These improvements include master transportation improvements, minor collector roadways, master drainage improvements, master utility facilities, master landscape improvements, master recreation improvements and neighborhood infrastructure. All of the elements within the Restated Improvement Plan remain the same as the 2016 Improvement Plan, however, in response to market conditions the Restated Improvement Plan has been updated to include a larger Entry Feature at Orange Branch Trail, additional landscaping and irrigation improvements thereon, and to provide an update on actual costs incurred for the components completed or under construction in the Restated Improvement Plan to date. The following is a general description of the improvements comprising the Restated Improvement Plan:

Master Transportation Improvements

The District has and presently intends to finance, design, construct and/or acquire certain on- and off-site master transportation improvements serving the Development. Construction of the roadways will require, among other things, maintenance of traffic, clearing and grubbing, fill, roadway base and subgrade, curb and gutter, grassing, asphalt, striping, signage and sidewalks, as required by applicable St. Johns County land development regulations and Florida Department of Transportation standards.

CR 244/CR 16A: Consists of total length of approximately 3.5 miles of roadways. CR 244 is a four-lane urban section, divided by a median, and approximately .5 miles is two-lane rural section for relocation of CR 16A. This roadway project was constructed and has been dedicated to St. Johns County for ownership and maintenance. Landscaping improvements along the corridor remain the maintenance responsibility of the District.

CR 223: Consists of approximately 3 miles of roadway to be completed in two phases. Phase I will consist of two-lane undivided urban section with improvements for turn lanes at the north and south intersections. Portions of the Phase I improvements have been constructed, however final construction has been put on hold pending further development with the District. Phase II will consist of constructing another two-lane urban section, with median, to complete the four-lane urban section with median.

State Road 13: Consists of standard widening and addition of turn lanes, portions of which will only require the milling and resurfacing of existing lanes. These locations may include the addition of roundabout style intersections. Two of these roundabouts have been constructed into the District off SR 13.

Minor Collector Roadways: These improvements consist of all the collector roadways within the District, which improvements will provide for smooth and efficient movement of all traffic onto the arterial roadways. It also includes utility improvements that will serve as the “trunk line” system for the Development. Portions of these collector roadways have been constructed and additional collector roadways are currently in design and permitting.

Master Water, Wastewater and Reuse Improvements

The District is within the JEA potable water, wastewater and reuse service area. JEA has existing potable water, wastewater, and reuse mains in the right-of-way of CR 244, Greenbriar Road and SR 13 that have sufficient capacity to serve the Development at build-out based upon the Developer and Utility Service Agreement. This agreement provides for the reimbursement of the Master Developer for costs associated with the construction of master water and reuse mains along with sewer lift stations and force mains to serve the Development.

The District presently intends to finance, design, construct and/or acquire the potable water mains, wastewater gravity and force mains, lift stations, effluent reuse mains, and appurtenances thereto in support of the remaining development post Boundary Amendment. The water, wastewater and reuse improvements have been designed, permitted and will be constructed in accordance with the County’s land development regulations, and the rules and regulations of JEA and the Florida Department of Environmental Protection. Site plans showing the master water, wastewater and reuse improvements for the Development and the District is attached hereto as **Composite Exhibit E**. It shall be noted that in the area identified as “Existing Phase” on Composite Exhibit E the water,

wastewater and reuse improvements have been constructed and dedicated to JEA.

After completion, all proposed improvements within the District will be dedicated to JEA for ownership, operation and maintenance.

Master Drainage Improvements

The master drainage improvements for the Development and the District will be financed, designed and constructed by the District in accordance with the Conceptual Master Drainage Plan, which has been permitted by the St. Johns River Water Management District. The system will consist primarily of master stormwater management ponds that are interconnected and will discharge at defined natural outfalls throughout the Development site. The master stormwater management system and discharge points are reflected in **Exhibit D** attached hereto.

The District will obtain necessary easement rights to and around all pipes, ponds and swales needed for operation and maintenance of the master drainage system and to meet all permitting requirements.

Master Landscape and Hardscape Improvements

Landscape, irrigation, hardscape and entry features along master transportation improvements and in common areas within and without the District and Development will be financed, designed, constructed and/or acquired by the District. These improvements may include entry features with walls, waterfalls, towers or other architectural features to accent the District.

In order to maintain the master landscape and hardscape improvements following completion, the District has or will obtain easement rights to and around the landscaped and hardscaped areas.

Master Recreation Improvements

The District has financed, designed and constructed recreational facilities within and adjacent to the District's current boundary. The improvements included the following:

- *50-Acre Riverfront Park:* This public park is located across SR 13 from the Town Center. The Riverfront Park includes over 0.5 miles of frontage along the St. Johns River and is adjacent to the Hallows Cove conservation area. The basic components of this facility include:
 - Boat launch facilities for non-motorized watercraft (under permitting)
 - Bathrooms
 - Parking
 - Landscape and Lighting
 - Trails

- *100-Acre Community Ball Park:* The community park (known as RiverTown Fields) is located east of SR 13. The park provides a benefit to all lands in the District, and generally includes the following:
 - Four Baseball Fields
 - Four Multi-Purpose Fields (to be constructed at a later date)
 - Parking

- Bathrooms
- Concession Facilities
- Picnic Area

The District intends to design, finance and construct a minimum of 10 pocket parks within the District. These parks may include tot lots, play equipment, dog parks, sitting areas, open play fields and associated elements. Additionally, the District did not finance but does own the River House amenity located within the District, which includes tennis courts, zero entry pool, competition pool, fitness center, playgrounds, a clubhouse and related infrastructure.

Neighborhood Infrastructure

The District designed, financed and constructed certain infrastructure improvements for development of neighborhood parcels within the District boundaries that are part of the District’s master series of improvements. The neighborhood infrastructure improvements included complete construction of the basic infrastructure for each neighborhood including but not limited to: clearing and grubbing, earthwork, roadways and associated drainage, underground conduit to facilitate street lighting, landscaping, irrigation, hardscape and water, sewer and reuse transmission lines within the road right-of-way. All neighborhood infrastructure improvements were designed and constructed to St. Johns County, JEA, Florida Department of Environmental Protection and St. Johns River Water Management District standards.

The District does not intend to finance additional neighborhood-related infrastructure within the District.

PERMIT STATUS

Permits for construction have been and continue to be required prior to construction of lands in the Development, including that portion included in the District. The table below identifies the permits necessary for the Development and their status as of the date of this Restated Improvement Plan.

The District Engineer hereby certifies that all permits and approvals necessary to complete development in the District have either been obtained or will be obtained following the customary and normal permitting process.

<i>Rivers Edge CDD</i>						
<i>Construction Project Status & Permit Approvals</i>						
<i>Restated Improvement Plan</i>						
Project Description	Construction Completed to Date	Permit Status				
		Army Corps Of Engineers	St. Johns River WMD	St. Johns County DRC	FDEP Water & Sewer	FDOT
CR244	100%	X	X	X	X	N/A
Garden District	100%	X	X	X	X	N/A
Lakes District	100%	X	X	X	X	N/A
Main Street District	100%	X	X	X	X	X

Rivertown Fields	65%	X	X	X	X	X
CR223	50%	X	X	X	N/A	N/A
SR 13	100%	X	X	N/A	N/A	X
Riverfront Park	100%	X	X	X	X	X
Landings	100%	X	X	X	X	N/A
RiverHouse	100%	X	X	X	X	N/A

SUMMARY OF COST OPINIONS

As of the date of this Restated Improvement Plan, the Original Districts together have issued Capital Improvement Revenue Bonds and Bond Anticipation Notes in the total amount of \$66,330,000 (collectively, the “Prior BANs/Bonds”) as well as benefitted from Original Developer, Master Developer and other government contributions totaling approximately \$31,620,420, the proceeds of which were used for the design, construction and acquisition of a portion of the infrastructure improvements described herein. A Summary of Cost Estimates, which includes (i) original and current estimated project costs and improvements funded to date, (ii) Developer and District funded costs paid to date, and (iii) an allocation of construction costs for the Restated Improvement Plan is attached as **Exhibit F**.

The Summary of Cost Opinions is only an estimate and not a guarantee maximum price. The following generally describes the basis and assumptions for the cost estimates:

- Construction costs
- Contingency factor of 15%
- 10% soft costs based on future construction costs

Professional Fees/Soft costs

Professional fees include civil engineering costs for site design, permitting, inspection, survey costs for construction staking and as-built drawings, as well as geotechnical costs for pre-design soil borings, construction staking, and architectural costs for landscape, hardscape and recreation design. Also included are fees associated with environmental consultation, permitting and other professional fees, including for District Counsel. In general, the estimated professional fees are based on a percentage of the total infrastructure cost estimate.

Contingency

This category includes the cost for adjustments as a result of unexpected field conditions, requirements of governmental agencies and other unknown factors that may occur throughout the course of development of lands in the Revised District Boundary. In general, the contingency amount is based on a percentage of the total infrastructure cost estimate.

ENGINEER'S OPINION

It is my professional opinion that the Summary of Estimated Costs listed below is sufficient to complete the construction of the items described herein.

It is my professional opinion that the costs associated with the design, permitting, and construction/acquisition of the improvements described herein are reasonable to achieve completion and that such improvements will benefit lands within the Development and Revised District Boundaries. The planned improvements will be public and are set forth in Sections 190.012(1) and (2) of the Florida Statutes.

Ryan P. Stilwell, P.E.

Florida Registered Professional Engineer No. 66526

EXHIBIT F
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF COST OPINIONS
4/2/2018

Improvement Plan Category	*2006 Improvement Plan Opinion of Costs (\$)	*2007 Initial Improvements Opinion of Costs (\$)	**Actual Improvement Plan Costs to Date 2016 (\$)	***Future Issuances by RECDD (\$)	2016 Restated Improvement Plan Opinion of Costs (\$)	****2018 Restated Improvement Plan Increase (\$)	2018 Restated Improvement Plan Opinion of Costs (\$)	2018 Improvement Plan Increase Notes
Master Drainage & Stormwater Management	\$35,495,534.00	\$11,215,000.00	\$8,407,886.83	\$4,187,346.25	\$12,595,233.08	\$733,368.75	\$13,328,601.83	Stormwater improvement additional costs
Master Transportation	\$61,187,976.00	\$25,536,000.00	\$19,318,663.42	\$6,010,070.00	\$25,328,733.42	\$1,228,130.00	\$26,556,863.42	Orange Branch Trail/RiverTown Main Street
Master Utilities	\$18,848,978.00	\$13,973,500.00	\$11,362,074.49	\$0.00	\$11,362,074.49	\$0.00	\$11,362,074.49	
Master Landscape	\$7,582,178.00	\$1,833,000.00	\$1,621,458.28	\$4,020,287.50	\$5,641,745.78	\$3,387,856.25	\$9,029,602.03	OBT Entry costs, additional landscape & irrigation
Master Recreation	\$14,495,368.00	\$8,236,000.00	\$7,983,136.60	\$1,375,000.00	\$9,358,136.60	\$1,025,112.50	\$10,383,249.10	Additional neighborhood parks
Neighborhood Infrastructure	\$241,571,394.00	\$53,622,500.00	\$49,257,199.92	\$0.00	\$49,257,199.92	\$0.00	\$49,257,199.92	
Total	\$379,181,428.00	\$114,416,000.00	\$97,950,419.54	\$15,592,703.75	\$113,543,123.29	\$6,374,467.50	\$119,917,590.79	

*From Supplemental Engineers Report dated November 8, 2007

**Actual cost to date of projects completed by the Original Districts per GMS table 3-9-2016

***Future issuances based on 2016 Restated Improvement Plans - Includes construction, design fees and contingency

****Updated Improvement Plan required due to actual costs of development, additional landscaping, irrigation and parks

**RIVERS EDGE
COMMUNITY DEVELOPMENT DISTRICT
ENGINEER'S REPORT
SERIES 2018 BONDS (2018)**

Prepared for:

**BOARD OF SUPERVISORS
RIVERS EDGE
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

**PROSSER, INC.
13901 Sutton Park Drive South
Suite 200
Jacksonville, Florida 32224-0229**

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INTRODUCTION

The Development

RiverTown is a 4,176.53-acre mixed-use master planned development (the “**Development**” or “**RiverTown**”) located along the east bank of the St. Johns River, approximately thirty-three (33) miles southwest of downtown Jacksonville in northwest St. Johns County, Florida. A map identifying the general location of the Development is attached as **Exhibit A**.

The Development is an approved Development of Regional Impact, approximately 3,995 acres of which is the RiverTown Planned Unit Development. The balance of the Development is located in the RiverTown Planned Rural Development (“PRD”). Approved development within RiverTown generally consists of single and multi-family residential, commercial, retail, office, educational, light industrial, and various open space, recreational and park uses. The master development plan and the current expected land uses in the Development are further described in **Exhibit B** to this report.

In March 2014, Mattamy RiverTown, LLC, a Delaware limited liability company purchased from the original developer of RiverTown, The St. Joe Company, all of its remaining land and collateral rights in and became the Master Developer of RiverTown. On December 1, 2017, Mattamy RiverTown, LLC transferred all of its land and rights to its affiliate, Mattamy Jacksonville, LLC (the “**Master Developer**”),

The District

The Rivers Edge Community Development District (“**Rivers Edge**” or the “**District**”) and the Main Street Community Development District (“**Main Street**,” and together with Rivers Edge, the “**Original Districts**”), were established by Rule 42FFF-1, *Florida Administrative Code* (the “**Rivers Edge Rule**”), adopted by the Florida Land and Water Adjudicatory Commission (“**FLWAC**”), and Ordinance No. 2006-40, adopted by the Board of County Commissioners in and for St. Johns County, Florida (the “**County**”), respectively. The Original Districts, local units of special-purpose governments, were established for purposes of, among other things, financing and managing the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within RiverTown.

After establishment, the Original Districts determined that it was in their individual and collective best interests to adopt a common capital improvement program, the result of which was the *Improvement Plan* dated October 17, 2006 (the “**Original Improvement Plan**”). Pursuant to an *Interlocal Agreement* dated July 30, 2007 (the “**Interlocal Agreement**”), the Original Districts also agreed to jointly exercise their powers and authority to efficiently finance, construct and acquire infrastructure comprising a portion of the Original Improvement Plan.

As a result of changes to the development plan for RiverTown, the Original Districts pursued merger in accordance with section 190.046(3), *Fla. Stat.* Effective September 6, 2011, Rule 42FFF-1.002, *Florida Administrative Code*, merged Main Street into and with Rivers Edge. As the surviving entity, Rivers Edge assumed all indebtedness of, received title to all property owned by, and assumed the powers and authority of, Main Street, pursuant to the *Merger Agreement*, dated July 1, 2010, entered into by and between the Original Districts. The Notice of Merger was recorded in the St. Johns County Official Records, Book 3473, Page 1648.

On November 19, 2014, the Board of Supervisors for the District (the “**Board**”) adopted a resolution directing District staff to file a petition with FLWAC requesting adoption of an amendment to the Rivers Edge Rule revising the boundary to remove approximately 2,500 acres of land. The purpose of the contraction was to accommodate changes in market conditions and the development plan, as well as to finalize the “central core” of the Development extending along Orange Branch Trail from CR 244 (Longleaf Parkway) to the St. John River. On June 27, 2017 a final rule amending the District’s boundaries was made effective and the current boundary of the District is included as a part of **Exhibit D** (the “**Boundary Amendment**”).

PURPOSE AND SCOPE OF IMPROVEMENTS

The District was established for the purpose of financing or acquiring, constructing, maintaining and operating all or a portion of the infrastructure necessary for community development within the District.

The Original Districts, in 2006, issued a total of three series of bond anticipation notes in the principal amount of \$10 million each and additionally issued \$13,980,000 Capital Improvement Revenue Bonds, Series 2008A and \$19,350,000 Capital Improvement Revenue Bonds, Series 2008B (collectively the “**Series 2008 Bonds**”), the proceeds of which were used to finance a portion of the District infrastructure improvements constructed to date and as more specifically detailed in the Master Improvement Plan. The 2018 Amended and Restated Master Improvement Plan dated April 2, 2018, which is an update of that certain 2016 Amended and Restated Master Improvement Plan, contains a description of the improvements associated with the updated master development after the Boundary Amendment and includes updated actual construction costs (“**Master Improvement Plan**”). The purpose of this 2018 Supplemental Report is to describe the portion of the Master Improvement Plan to be financed through the issuance of Capital Improvement Revenue Bonds, Series 2018 (“**2018 Bonds**”), incorporate the current development plan and to update the description of the specific infrastructure improvements and related costs necessary to complete the 2018 Project (hereinafter defined).

Specifically, the District proposes to design, install, construct and/or acquire improvements associated with the stormwater, drainage, entry features, parks and roadway facilities necessary to complete the next phase of the improvements set forth in the Master Improvement Plan (“**2018 Project**”).

A summary of cost elements for the 2018 Project is presented in Table 1 for each of the proposed improvements. Table 2 includes the historical summary of cost opinions, commencing with the Original Improvement Plan. The purpose of this report is to describe the improvements that will be financed through issuance of the 2018 Bonds. The 2018 Project includes unfunded components of the 2016 Project as well as the remaining components of the Master Improvement Plan. The 2018 Bonds will likely be insufficient to fund the full 2018 Project. The remainder of the improvements identified herein are expected to be funded or constructed by the Master Developer and/or third-party landowners.

Below is a detailed description of the improvements that make up the 2018 Project:

Roadway Improvements

Minor Collector Roadway – RiverTown Main Street

RiverTown Main Street will extend to the west from the existing roundabout that was constructed north of the Garden District along Orange Branch Trail. This two-lane roadway will provide future access to the remaining parts of the District. Multi-use paths for pedestrians, bicyclist and golf carts parallel the roadway. Part of the construction of RiverTown Main Street will include the wetland crossing of Orange Grove Branch. This wetland crossing will include a box culvert or arch structure along with associated utilities. District installed and maintained landscape and wetland preserve areas border along the roadway and the landscaping is irrigated with reclaimed water. This improvement also includes utility improvements that will serve as the major trunk line systems throughout the District.

Master Drainage Improvements

The master drainage improvements for the Development will be financed, designed and constructed by the District in accordance with the Conceptual Master Drainage Plan, which has been permitted by the St. Johns River Water Management District. This category represents all drainage work from the master infrastructure improvements. The District-wide stormwater system consists of wet detention ponds to capture and treat stormwater runoff from developed areas and control structures that regulate the volume of water detained and detention periods.

In general, the stormwater runoff will be collected via curb and gutter within the roads and conveyed into the ponds via inlet structures and pipes. The primary form of treatment will be wet detention pursuant to accepted design criteria. The pond control structures will consist of weirs for attenuation and bleed-down orifices sized to recover the treatment volume.

The stormwater system is designed such that post-development flow will generally mimic the flows from the site in a pre-development state. All areas within the District currently drain through onsite wetlands into the St. Johns River. As parcels within the District are developed, the detention ponds will temporally detain stormwater runoff for treatment and then gradually discharge water in the same receiving waters. Ponds have been designed to provide attenuation of the 25 year/24-hour storm and provide treatment for a volume of runoff established by county, state and federal regulations.

This category includes stormwater collection systems (drainage inlets, pipes, etc.) and stormwater ponds that will support the collector and local roadways throughout the District. Specifically, this improvement includes stormwater systems to serve RiverTown Main Street and the pocket parks associated with the development of parcels 21, 22, and 23 as shown on **Exhibit B**. Permits are either in place for these stormwater systems or in the process of being permitted with St. Johns County and the St. Johns River Water Management District and construction is under way.

Neighborhood Pocket Parks

The District lands along the St. Johns River and existing preserved wetlands provide a unique experience for residents to engage in outdoor activities. In order to support the surrounding

environmental benefits of the District, the Master Developer is designing neighborhood pocket parks that will consist of children’s areas, recreational play fields, dog parks and trails. This category represents all work related to a minimum of 10 neighborhood pocket parks totaling approximately 20 acres throughout the District and within parcels 8, 10, 12, 13, 21, 22, 23, 24, 25 and 27 as shown on Exhibit B. Work includes hardscape (pavers, benches, shade pavilions, play features, etc.), landscape and irrigation improvements to serve the community within this description. These neighborhood parks are part of the master recreation components and the parks provide a special benefit to all residents in the District as master recreational amenities.

Master Landscape

Long Leaf Pine Entry Feature and Landscaping

This category represents all work related to the community entry and signage along Longleaf Pine Parkway that has been constructed and is planned to continue to the south along Longleaf Pine Parkway. The entry feature at Orange Branch Trail was constructed as part of the 2016 Project, however, the entirety of the construction costs incurred were not funded by the District as additional costs were encountered during construction and installation. Additional wayfinding signage will be constructed along with landscaping and irrigation along Longleaf Pine Parkway leading up to the main focal point at Orange Branch Trail. In addition to wayfinding signage, this category will include structural signs, lake fountains, landscaping, irrigation and lighting. All work related to the entry sequence is included within this description.

STATUS OF CONSTRUCTION

The Master Developer is moving forward with significant improvements within the District. The following table outlines the existing and proposed unit counts by approximate acreage and units.

<u>Proposed Land Use</u>	<u>Approximate Acreage</u>	<u>Units*</u>
Existing Single Family Residential	175	476
2016 Project Residential	300	690
2018 Project Residential	160	391
Recreation	75	
Other (Open Space/Drainage/Conservation)	978	
Total Units RECDD	1,688	1,557

* The number of anticipated units increased since the Series 2016 Bonds were issued.

The following table outlines the current status of the projects underway and planned within the District:

Rivers Edge CDD Construction Project Status & Permit Approvals 2018 Project						
Project Description	Construction Completed to Date*	Permit Status				
		Army Corps Of Engineers	St. Johns River WMD	St. Johns County DRC	FDEP Water & Sewer	FDOT
RiverTown Main St.	10%	N/A	0	0	0	N/A
Master Drainage	10%	X	X	X	N/A	N/A
OBT Entry Feature	100%	N/A	X	X	N/A	N/A
CR 244 Landscape	50%	N/A	N/A	X	N/A	N/A
Neighborhood Pocket Parks	50%	X	X	X	X	N/A

X- Permit Issued

N/A – Not applicable

0 - Not submitted

* - Represents portion of 2018 Project described above already constructed

OWNERSHIP & MAINTENANCE

The following is a brief summary of the anticipated operation and maintenance responsibilities for 2018 Project.

Improvement Projects	Ownership	Maintenance Responsibility
RiverTown Main Street	St. Johns County	St. Johns County (CDD maintain landscape & irrigation)
Master Drainage	CDD	CDD
OBT Entry Feature	CDD	CDD
CR 244 Landscape	St. Johns	CDD
Pocket Parks	CDD	CDD

*JEA will own and maintain the water, sewer and reuse facilities within the Development

BASIS FOR THE COST OPINION

The improvements contemplated in this 2018 Report are currently in conceptual design, final design and/or under construction. Prosser prepared opinions of probable costs based on the intent and status of each element as defined at its current level of design and construction. Opinions of cost are based on our experience with similar projects and represent a reasonable approximation pursuant to standard engineering practice. The cost numbers include several elements:

- Construction cost.
- Design fee including engineering, landscape and hardscape, architectural, and sub consultants such as surveyors, environmental consultants and geotechnical engineers.
- Contingency factor of 15%.
- Construction administration expenses.

The exact location of some of the improvements may be changed during the course of approval and implementation. These changes will not diminish or alter the benefits to be received by the land, and any changes are expected to result in the land receiving the same or greater benefits.

This 2018 Report has been prepared based upon both the previous and current regulatory criteria. Regulatory criteria will undoubtedly continue to evolve, and future changes may affect the implementation of this plan. If this occurs, future substantial changes should be addressed and included as addenda to the plan.

TABLE 1
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF COST OPINIONS
 April 2, 2018

Improvement Plan Category	2018 Revised Improvement Plan Opinion of Costs (\$)	2018 Project* (\$)	2018 Notes
Master Drainage & Stormwater Management	\$13,328,601.83	\$4,920,715.00	Stormwater Improvements
Master Transportation	\$26,556,863.42	\$3,415,478.75	RiverTown Main Street
Master Utilities	\$11,362,074.49	\$0.00	
Master Landscape	\$9,029,602.03	\$6,336,724.00	Longleaf Pine Monuments/Signage
Master Recreation	\$10,383,249.10	\$2,400,112.50	Pockets Parks (10)
Neighborhood Infrastructure	\$49,257,199.92	\$0.00	
Total RECDD Master Improvement Opinion	\$119,917,590.79	\$17,073,030.25	

*Includes construction, design fees and contingency

TABLE 2
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF COST OPINIONS
4/2/2018

Improvement Plan Category	*2006 Improvement Plan Opinion of Costs (\$)	*2007 Initial Improvements Opinion of Costs (\$)	**Actual Improvement Plan Opinion of Costs (\$)	***Remaining Improvement Plan (\$)	2016 Revised Improvement Plan Costs	2018 Restated Improvement Plan Increase (\$)	****2018 Restated Improvement Plan Opinion of Costs (\$)	2016 Project	2016 Project Funded w/ 2016 Bond Proceeds	"Future Improvements" to Complete IP after 2016 Project	2016 Project Not Funded with 2016 Bond Proceeds	2018 Project (includes Future Improvements and 2016 Project not funded with 2016 Bonds)	2018 Project Funded by Developer	2016 Project Remaining to Complete (not funded by 2016 Bond proceeds or Developer)	Future Master Improvements Funded by Developer	2018 Project Notes
Master Drainage & Stormwater Management	\$35,495,534.00	\$11,215,000.00	\$8,407,886.83	\$4,187,346.25	\$12,595,233.08	\$733,368.75	\$13,328,601.83	\$1,710,377.50	\$0.00	\$3,210,337.50	\$1,710,377.50	\$4,920,715.00	\$1,245,555.52	\$464,821.98	\$3,675,159.48	Stormwater not funded by 2016 Bonds & additional stormwater ponds
Master Transportation	\$61,187,976.00	\$25,536,000.00	\$19,318,663.42	\$6,010,070.00	\$25,328,733.42	\$1,228,130.00	\$26,556,863.42	\$3,822,721.25	\$3,822,721.25	\$3,415,478.75	\$0.00	\$3,415,478.75	\$1,193,741.98	\$0.00	\$2,221,736.77	Orange Branch Trail not funded by 2016 Bonds & RiverTown Main Street
Master Utilities	\$18,848,978.00	\$13,973,500.00	\$11,362,074.49	\$0.00	\$11,362,074.49	\$0.00	\$11,362,074.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Master Landscape	\$7,582,178.00	\$1,833,000.00	\$1,621,458.28	\$4,020,287.50	\$5,641,745.78	\$3,387,856.25	\$9,029,602.03	\$3,226,286.25	\$1,071,419.75	\$4,181,857.50	\$2,154,866.50	\$6,336,724.00	\$2,391,276.13	\$0.00	\$3,945,447.87	OBT Entry not funded by 2016 Bonds & Longleaf Entry Feature
Master Recreation	\$14,495,368.00	\$8,236,000.00	\$7,983,136.60	\$1,375,000.00	\$9,358,136.60	\$1,025,112.50	\$10,383,249.10	\$625,000.00	\$0.00	\$1,775,112.50	\$625,000.00	\$2,400,112.50	\$361,711.14	\$263,288.86	\$2,038,401.36	Pockets Parks note funded by 2016 Bonds & Additional Parks
Neighborhood Infrastructure	\$241,571,394.00	\$53,622,500.00	\$49,257,199.92	\$0.00	\$49,257,199.92	\$0.00	\$49,257,199.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$379,181,428.00	\$114,416,000.00	\$97,950,419.54	\$15,592,703.75	\$113,543,123.29	\$6,374,467.50	\$119,917,590.79	\$9,384,385.00	\$4,894,141.00	\$12,582,786.25	\$4,490,244.00	\$17,073,030.25	\$5,192,284.77	\$728,110.84	\$11,880,745.48	

*From Supplemental Engineers Report dated November 8, 2007

**Actual cost to date of projects completed by the Original Districts per GMS table 3-9-2016

***Future issuances based on 2016 Restated Improvement Plans - Includes construction, design fees and contingency

****Updated Improvement Plan required due to actual costs of development, additional landscaping, irrigation and parks



VICINITY MAP

Figure 1

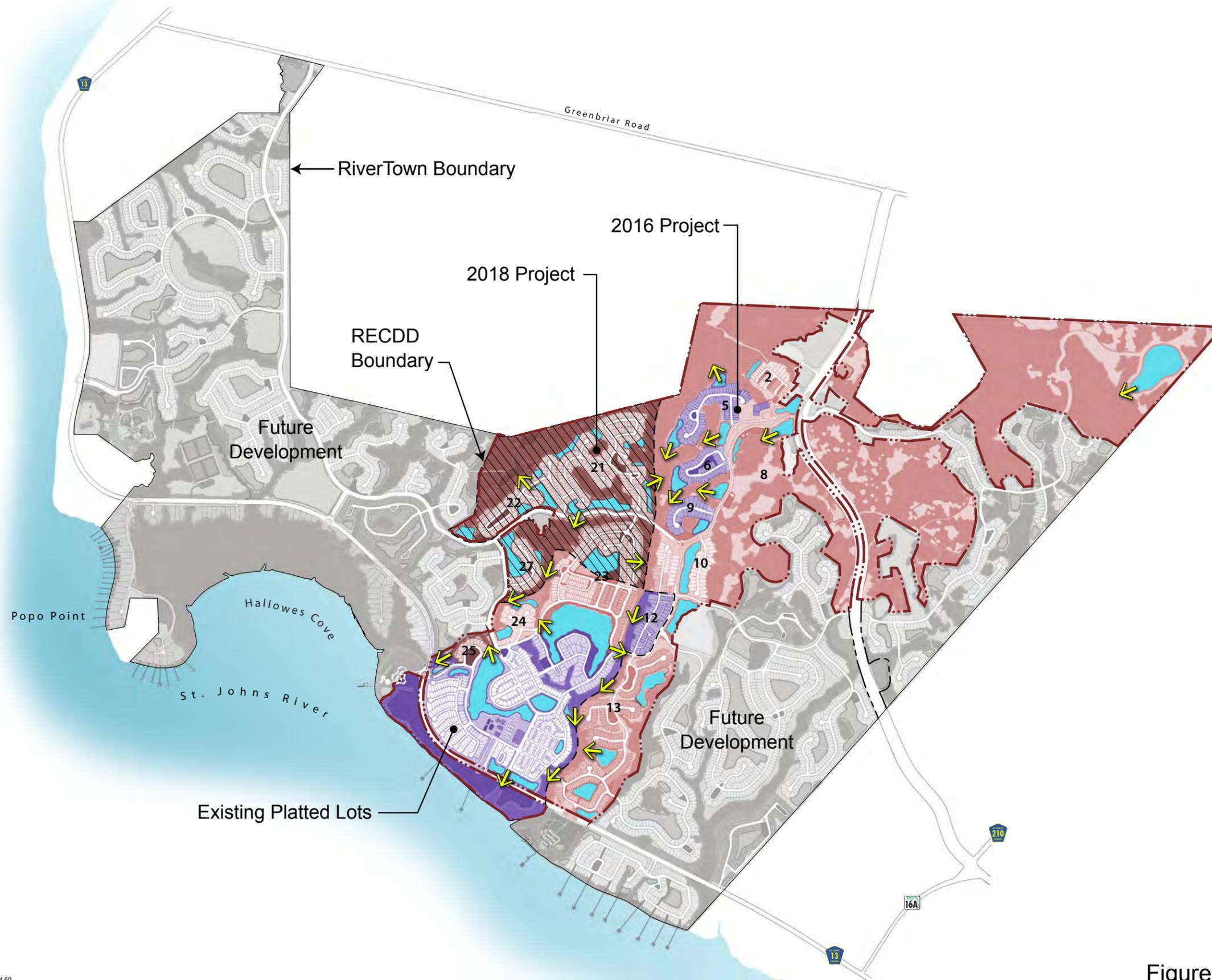
RIVERTOWN



Rivers Edge CDD Plan 2018

LEGEND

- Contracted RECDD Boundary
- 2018 Project
- 2016 Project
- Existing Platted Lots
- Stormwater Pond
- Stormwater Discharge

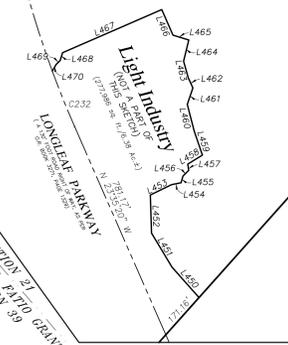


PROSSER

0 500' 1000' 2000' November 9, 2017 113094.60

Figure 2

Detail of dimensional data around "Light Industry" and a part of CDD 2 North Parcel (Part Two)

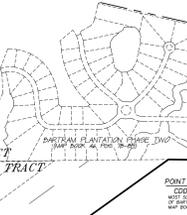


MAP SHOWING SKETCH OF GRAPHICALLY THE BOUNDARY LINES OF THE VARIOUS CDD PARCELS, AS SHOWN ON THE RIVERTOWN CONCEPTUAL CDD PLAN, PREPARED BY PROSSER, DATED MARCH 3, 2015, AND LEGAL DESCRIPTIONS TO ACCURATELY DESCRIBE THOSE CDD PARCELS.

NOTE: THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY OF THE OVERALL PARCEL AND/OR OF THE VARIOUS CDD PARCELS SHOWN.

Summary table with columns: TOTAL ACRES FIGURES, CDD 2, CDD 3, CDD 4, CDD 5, CDD 6, CDD 7, CDD 8, CDD 9, CDD 10, CDD 11, CDD 12, CDD 13, CDD 14, CDD 15, CDD 16, CDD 17, CDD 18, CDD 19, CDD 20, CDD 21, CDD 22, CDD 23, CDD 24, CDD 25, CDD 26, CDD 27, CDD 28, CDD 29, CDD 30, CDD 31, CDD 32, CDD 33, CDD 34, CDD 35, CDD 36, CDD 37, CDD 38, CDD 39, CDD 40, CDD 41, CDD 42, CDD 43, CDD 44, CDD 45, CDD 46, CDD 47, CDD 48, CDD 49, CDD 50, CDD 51, CDD 52, CDD 53, CDD 54, CDD 55, CDD 56, CDD 57, CDD 58, CDD 59, CDD 60, CDD 61, CDD 62, CDD 63, CDD 64, CDD 65, CDD 66, CDD 67, CDD 68, CDD 69, CDD 70, CDD 71, CDD 72, CDD 73, CDD 74, CDD 75, CDD 76, CDD 77, CDD 78, CDD 79, CDD 80, CDD 81, CDD 82, CDD 83, CDD 84, CDD 85, CDD 86, CDD 87, CDD 88, CDD 89, CDD 90, CDD 91, CDD 92, CDD 93, CDD 94, CDD 95, CDD 96, CDD 97, CDD 98, CDD 99, CDD 100.

Commercial 1 (NOT A PART OF THIS SKETCH) (462,133 sq. ft./10.60 Ac.±)



CDD 3 Parcel (43,087,062 sq. ft./989.14 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for CDD 3 Parcel.

CDD 3 Parcel (43,087,062 sq. ft./989.14 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for CDD 3 Parcel.

Community Park (NOT A PART OF THIS SKETCH) (4,813,340 sq. ft./110.50 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for Community Park.

Popo Point (NOT A PART OF THIS SKETCH) (12,795,314 sq. ft./293.74 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for Popo Point.

Rivers Edge CDD Parcel 1 (12,795,314 sq. ft./293.74 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for Rivers Edge CDD Parcel 1.

Rivers Edge CDD Parcel 4 (2,010,270 sq. ft./46.15 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 12, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for Rivers Edge CDD Parcel 4.

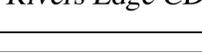
Rivers Edge CDD Parcel 1 (4,581,735 sq. ft./105.18 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for Rivers Edge CDD Parcel 1.

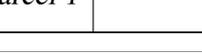
Detail of dimensional data around "Office" and part of Rivers Edge CDD, Parcel 1

SCALE: 1" = 300'



Detail of dimensional data around "JEA" and part of Rivers Edge CDD, Parcel 1

SCALE: 1" = 300'



Rivers Edge CDD Parcel 1 (50,911,929 sq. ft./1,168.77 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated March 3, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for Rivers Edge CDD Parcel 1.

CDD 2 North Parcel (Part One) (25,292,126 sq. ft./580.63 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for CDD 2 North Parcel (Part One).

CDD 2 South Parcel (4,581,735 sq. ft./105.18 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for CDD 2 South Parcel.

Parcel 11-Elementary School Site (1739,042 sq. ft./17.96 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated March 3, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for Parcel 11-Elementary School Site.

STATE ROAD No. 13 (A 100 FOOT PUBLIC ROAD RIGHT OF WAY AS PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJECT 783)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for STATE ROAD No. 13.

STATE ROAD No. 16 (A 100 FOOT PUBLIC ROAD RIGHT OF WAY AS PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJECT 786 - 251, DATED 8/28/93)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for STATE ROAD No. 16.

Light Industry (NOT A PART OF THIS SKETCH) (277,986 sq. ft./6.38 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for Light Industry.

Light Industry (NOT A PART OF THIS SKETCH) (277,986 sq. ft./6.38 Ac.±)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for Light Industry.

STATE ROAD No. 16 (A 100 FOOT PUBLIC ROAD RIGHT OF WAY AS PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT OF WAY MAP, PROJECT 786 - 251, DATED 8/28/93)

See Rivertown Conceptual CDD Plan, by Prosser, dated December 4, 2015

Table with columns: LINE NO., BEARING, DISTANCE. Lists boundary points for STATE ROAD No. 16.

NOTES: 1) BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (22N 50). THE CENTRAL LINE OF STATE ROAD NO. 13, BEARINGS IN 45° 37' 24" W. 2) THIS IS A SKETCH TO SHOW GRAPHICALLY THE BOUNDARY LINES OF THE VARIOUS CDD PARCELS, AS SHOWN ON THE RIVERTOWN CONCEPTUAL CDD PLAN, PREPARED BY PROSSER, DATED MARCH 3, 2015, AND LEGAL DESCRIPTIONS TO ACCURATELY DESCRIBE THOSE CDD PARCELS. THIS SKETCH IS NOT A BOUNDARY SURVEY, NOR DOES IT SHOW CURRENT OWNERSHIP, AND/OR RECORDED PLATS AND/OR EASEMENTS. THIS SKETCH IS NOT A BOUNDARY SURVEY.

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LEGEND, DATE: JULY 14, 2016, SCALE: 1" = 600', JOB NO: 41029, A & J LAND SURVEYORS, INC., CERTIFICATE OF AUTHORIZATION NO. LD 6661, OFFICE: (304) 946-1799, JACKSONVILLE, FLORIDA 32207. THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 54-172, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 476.01, FLORIDA STATUTES.



Rivers Edge
Community Development District
St. Johns County, Florida

Master Special Assessment Methodology Report

May 18, 2016

Prepared by

Governmental Management Services, LLC

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1.0 Introduction

1.1 Purpose

This report ("Report") provides a master assessment methodology for the Rivers Edge Community Development District ("CDD", "Rivers Edge" or "District") to certain properties within the Revised District Lands (as defined below) and for allocating the benefit derived from the Restated Improvement Plan (herein the Restated Improvement Plan or "CIP") as described in the Master Engineers Report (hereinafter defined) and resultant par amount of bonds that would be required by the District to fund the CIP infrastructure improvements not constructed to date. The District's issuance of bonds and corresponding assessments to secure such bonds provides funding for the infrastructure improvements that will allow the development of the property within the District. The methodology allocates this debt to properties based upon the special benefits each property receives from the infrastructure program. Generally, by this Report, the District intends to (i) affirm current 2008A Assessments (hereinafter defined) levied on certain platted properties in the Revised District Boundary (hereinafter defined) as set forth in the 2008A Assessment Roll attached hereto as Table 8; and (ii) levy a new master assessment lien over certain undeveloped property in the Revised District Boundary as set forth in the Master Assessment Roll attached hereto as Table 9. This report is designed to conform to the requirements of Chapters 170 and 190, Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

RiverTown (the "Development" or "RiverTown") is a Development of Regional Impact ("DRI") designed as a highly amenitized mix-use community, located within unincorporated St. Johns County. The land uses within the Districts are consistent with the St. Johns County and State of Florida Land Use Comprehensive Plans. The RiverTown development consists of approximately 4,170

acres in St. Johns County. In March 2014, Mattamy RiverTown, LLC, a Delaware limited liability company (the "Master Developer"), purchased from the original developer, The St. Joe Company, all of its remaining land and collateral rights in RiverTown and became the master developer of RiverTown.

The District and the Main Street Community Development District ("Main Street," and together with Rivers Edge, the "Original Districts"), were established by Rule 42FFF-1, Florida Administrative Code (the "Rivers Edge Rule"), adopted by the Florida Land and Water Adjudicatory Commission ("FLWAC"), and Ordinance No. 2006-40, adopted by the Board of County Commissioners in and for St. Johns County, Florida (the "County"), respectively. The Original Districts, local units of special-purpose government, were established for purposes of, among other things, financing and managing the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within RiverTown. After establishment, the Original Districts determined that it was in their individual and collective best interests to (i) adopt a common capital improvement program, the result of which was the Improvement Plan dated October 27, 2006 (the "Original Improvement Plan"); and (ii) both finance portions of the Original Improvement Plan, as agreed to pursuant to an Interlocal Agreement dated July 30, 2007 (the "Interlocal Agreement").

As a result of changes to the development plan for RiverTown, the Original Districts pursued merger in accordance with section 190.046(3), Fla. Stat. Effective September 6, 2011, Rule 42FFF-1.002, Florida Administrative Code, merged Main Street into and with Rivers Edge. As the surviving entity, Rivers Edge has assumed all indebtedness of, received title to all property owned by, and assumed the powers and authority of Main Street, pursuant to the Merger Agreement, dated July 1, 2010, entered into by and between the Original Districts.

On November 19, 2014, the Board of Supervisors for the District (the "Board") authorized the filing of a petition with FLWAC revising the District boundary to remove approximately 2,499.74 acres of land (the "Removed Lands"), leaving approximately 1,676.79 acres in the contracted District boundary (the "Revised District Lands" and the contracted district boundary, the "Revised District Boundary"). The

purpose of the contraction is to accommodate changes in market conditions and the development plan, as well as to finalize the "central core" of the Development extending along Orange Branch Trail from CR 244 (Longleaf Parkway) to the St. John River.

The Development currently lies completely within the boundaries of District, but once amended, the Revised District Lands will contain a planned development of 1,461 total residential units. The Removed Lands are planned to be developed under the terms of the RiverTown DRI and may fall under the boundaries of one or more community development districts yet to be formed.

The District and Main Street have, collectively, previously issued three series of Bond Anticipation Notes ("BANS") and the Capital Improvement Revenue Bonds, Series 2008A ("2008A Bonds") and Series 2008B ("2008B Bonds"), to finance a portion of the District's Original Improvement Plan. The BANS and 2008B Bonds are no longer outstanding. The 2008A Bonds currently remain outstanding and are payable and secured by special assessments levied in accordance with the Master Special Assessment Methodology Report, dated March 13, 2007 (the "Original Master Assessment Report"), as supplemented by the Supplemental Special Assessment Methodology Report, dated February 15, 2008 (the "2008 Supplemental Report," and together with the Original Master Assessment Report, the "2008 Assessment Report")(the "2008A Assessments").

This District plans on issuing new Capital Improvement Revenue Bonds, in one or more Series (the "Bonds"), to (i) currently refund and redeem a portion of the 2008A Bond debt (the "Refunding") and (ii) finance the acquisition and/or construction of all or a portion of the CIP to complete the development of the Revised District Lands.

The Original Master Assessment Report previously adopted by the District was based on a comprehensive development plan, which included various product types that are no longer contemplated by the Master Developer. As the development plan has changed and the District boundaries are anticipated to contract, the District no longer desires to utilize the Original Master Assessment Report methodology for future bond issues. This Report is reflective of the current CIP,

development program, and anticipated boundary contraction.

The assessment methodology is a four-step process, as follows:

1. The District Engineer must first determine the costs for all the District's improvements needed for the build-out of the community.
2. The District Engineer determines the assessable acres that benefit from the District's infrastructure improvements.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the District's infrastructure improvements.
4. The calculated amount is initially divided equally among the benefited properties on a prorated developable acreage basis. Ultimately, as land is platted, this amount will be allocated to each of the benefited properties based on certain benefits accruing to each parcel.

1.3 Pledge of the Existing 2008A Assessments

The 2008A Assessments were levied pursuant to the 2008 Assessment Report and are currently outstanding in the principal amount of \$11,895,000. Upon the District's Refunding of a portion of the 2008A Bonds through the issuance of Bonds, the 2008A Assessments shall remain as follows: (i) those 2008A Assessments levied against the unplatted lands described in the Master Assessment Roll attached hereto as **Table 9**, shall be released; and (ii) those 2008A Assessments levied against the 468 platted lots in the Revised District Boundary, as described in the 2008A Assessment Roll attached hereto as Table 8, shall remain a lien on such real property and continue to be pledged to pay debt service on that portion of the 2008A Bonds that will remain outstanding following the Refunding.

1.4 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its border as well as general benefits to the public at large.

However, as discussed within this report, the general benefits

are incidental in nature and are readily distinguishable from the special and peculiar benefits that accrue to properties within the District. The infrastructure program of the District enables properties within its boundaries to be developed. Without the District's program, there would be no infrastructure to support development of land within the District. Without these improvements, state law would prohibit development of properties within the District.

There is no doubt that the general public, property owners, and property outside the District will benefit from the provision of the District's infrastructure. However, these are incidental to the District's infrastructure program, which is designed solely to provide special benefits peculiar to property within the District. Properties outside the District do not depend upon the District's CIP as defined herein to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which properties within the District receive compared to those lying outside of the District boundaries. Even though the exact value of the benefits provided by the District CIP is difficult to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

2.0 The Restated Improvement Plan for Rivers Edge

2.1 Engineering Report

The revised estimated infrastructure costs for the Revised District Lands to be funded by the District are determined by the District Engineer in the Amended and Restated Master Improvement Plan for the Rivers Edge Community Development District dated May 31, 2016 (the "Master Engineer's Report"). Only infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, was included in these estimates.

2.2 Restated Improvement Plan

The proposed CIP infrastructure improvements to serve the development consist of certain roadway improvements, stormwater improvements, landscape, hardscape and signage improvements, parks and recreational facilities,

master potable water/ wastewater/ reuse improvements and neighborhood infrastructure. The community infrastructure that will be constructed will represent a system of improvements that, with certain exceptions described, will provide benefits to all lands within the District.

The total costs for the public infrastructure that will be provided by the District are calculated by adding the construction costs to the costs for design and permitting related to such construction and contingent funds. At the time of this writing, the total costs of the District's CIP, according to the Master Engineer's Report, were projected at \$113,543,123. Included in the total CIP is \$97,950,420 of infrastructure already constructed and in service. An additional \$15,592,704 of infrastructure is needed and planned to be constructed to complete the development program.

3.0 Financing Program for Rivers Edge

3.1 Overview

As noted above, the District has embarked on a program of capital improvements, which will facilitate the development of the Revised District Lands. Construction of certain improvements have been funded by the Developer and acquired by the District under an agreement between the District and the Developer, other improvements have been funded by other governmental entities and some have been funded directly by the District.

For the determination of the benefit to landowners within the District the financing plan for the District utilizes the issuance of Capital Improvement Revenue Bonds, in one or more series, in the principal amount of \$155,010,000 to fund all of the CIP, as shown in Table 3. At this time the portion of the 2008A Bonds that will not be tendered and will remain outstanding is secured by the 2008A Assessments levied on the 468 platted lots located in the Revised District Boundary. The remaining undeveloped lands in the Revised District Boundary will be unencumbered by the 2008A Assessment lien after the tendering of the 2008A Bonds that are associated with such lands.

3.2 Types of Capital Improvement Revenue Bonds for Benefit Determination

The Bonds may not exceed thirty years. Bonds will be repaid with principal installments commencing on each May 1 after the expiration of any capitalized interest period, with interest paid semiannually every May 1 and November 1.

Sources and uses of funding and capitalized interest calculations are presented in Table 4 in the Appendix. This table provides for the benefit calculation considering the financing of all the CIP.

The District to date has utilized the issuance of BANs in 2006 and 2007, 2008A Bonds and 2008B Bonds along with contributions from the Developer and local governmental entities. At this time the only Bonds outstanding are the 2008A Bonds, of which a portion is planned to be tendered. The tendered bonds are associated with unplatted lands within the Revised District Boundary. The District plans to issue new Bonds, in one or more series, for the unplatted lands that will complete the CIP for the Revised District Lands. In the event that the CIP cannot be completed with the funds from the new Bond issues the Master Developer will be required to complete the CIP.

Please note that the structure of future Bonds is preliminary and may change due to modifications to the development program, market conditions, timing of infrastructure installation and other factors. Such changes may include a bond issue to fund a portion of the CIP in one or more series of bonds. The District maintains complete flexibility as to the structure of financing.

4.0 Assessment Methodology

4.1 Overview

Bonds provide the District with funds to finance the CIP outlined in *Section 2.2*. These improvements lead to special and general benefits, with special benefits accruing generally to the properties within the boundaries of the District and

general benefits accruing to areas outside the District and being only incidental in nature. The debt incurred in financing infrastructure construction and/or acquisition will be paid off by assessing properties that derive special and peculiar benefits from the proposed projects.

4.2 Improvement Plan as a Total System

The District is undertaking provision of the public infrastructure, which will serve the development within the District. The CIP is an integrated system of facilities. For example, a total system not only consists of the first mile of roadway or utility piping but also the last feet. All landowners benefit from the first mile of roadway benefit. In addition, all landowners benefit from the last feet of roadway pavement. Therefore, all the developable property within the District benefiting from the CIP benefit from both the Master and Neighborhood Improvements described in the Master Engineer's Report. The CIP works as a total system, and each portion of the system provides special benefits for each land use, according to the development program.

4.3 Assigning Debt

The current development plans for the District consist of infrastructure to support the development of approximately 1,461 housing units. However, the planned unit numbers and land use types may change.

The infrastructure provided by the District include roadway improvements, potable water/ wastewater/ reuse improvements, stormwater systems, landscaping/ hardscape/ signage, community recreation facilities and neighborhood infrastructure. All residential development within the District will benefit from all infrastructure improvement categories as the improvements provide basic infrastructure to all residential lands within the Districts and benefit all residential lands within the Districts as an integrated system of improvements.

As the provision of the above listed improvements by the District will make the lands in the District developable, the

land will become more valuable to its owners. The increase in the value of the land provides the logical benefit of improvements that accrues to the developable parcels within the Revised District Boundaries.

The master assessments lien will be levied on all assessable lands within the Revised District Boundaries identified in the Master Assessment Roll attached hereto as Table 9, as based on the approved DRI master development plan, on an equal acreage basis within each parcel, because at that juncture, every acre benefits equally from the CIP. As Bonds are issued the District will adopt assessment resolutions and supplemental assessment methodology reports applicable to specific lands within the District. As lands are platted, the assessments will be allocated to the platted lots within each specific assessment area in accordance with the methodology described herein.

The debt incurred by the Districts to fund the CIP is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the Districts debt through assessments will ultimately be distributed in proportion to the special benefit particular to the land within the Districts, as it may be classified within each of the land use categories. For the purpose of determining the special benefit accruing to the lands within Districts, the proposed public infrastructure improvement costs have been allocated to each land use based upon the allocation of infrastructure components. Ultimately the issuance of Bonds will determine the level of actual debt assigned to each property assessment area.

4.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in Section 1.3, Special Benefits and General Benefits, improvements undertaken by the District creates special and peculiar benefits to certain properties within the District boundaries. Improvements made by the District benefit properties within the Districts and accrue to all assessable properties based upon the allocation of the specific infrastructure components.

Improvements undertaken by the District can be shown creating special and peculiar benefits to the properties. The special and peculiar benefits resulting from each

improvement undertaken by the District are:

- a. Roadway Improvements result in special and peculiar benefits such as the added use of the properties, added enjoyment of the properties, and increased marketability of the properties.
- b. Stormwater Improvements result in special and peculiar benefits such as the added enjoyment of the properties, and increased marketability and value of the properties.
- c. Parks and Recreational Facility Improvements result in special and peculiar benefits such as the added use of the properties, added enjoyment of the properties, and increased marketability of the properties. The improvements also eliminate the need for individual owners to build duplicate facilities.
- d. Utility – Potable Water/ Wastewater/ Reuse Improvements result in special and peculiar benefits such as the added use of the properties, added enjoyment of the properties, and increased marketability and value of the properties.
- e. Neighborhood Infrastructure Improvements result in special and peculiar benefits such as the added enjoyment of the property, and increased marketability and value of the properties.
- f. Landscape/ Hardscape/ Irrigation improvements result in special and peculiar benefits such as the added enjoyment of the property, and increased marketability and value of the properties.

These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value. However, each is more valuable than the cost of, or the actual assessment levied for, the improvement or debt allocated to the individual parcel of land.

4.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and

peculiar benefits received by the planned units in the Revised District Boundaries from the CIP is delineated in Table 5 (expressed as Allocation of Benefit).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the properties derived from the acquisition and or construction of the District improvements (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the properties according to reasonable estimates of the special and peculiar benefits provided consistent with the land use.

Accordingly, no acre or parcel of property within the boundaries of the District will be assessed for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property. Further, the debt allocation will not be affected.

In accordance with the benefit allocation in Table 5, a Total Benefit per Unit has been calculated for various product types in the development program. This amount represents the preliminary anticipated per unit debt allocation, assuming all anticipated units are built and sold in the planned development and the entire proposed infrastructure program is developed or acquired and financed by the District.

4.6 True Up Mechanism

In order to assure that debt will not build up on the unsold acres, and to assure that the requirements that the non-ad valorem special assessments will be constitutionally lienable on the properties will continue to be met, the District shall determine the following:

To assure that there will always be sufficient development potential remaining in the undivided property to assure payment of debt service after a plat or site plan approval, the following test will be applied. The debt per developable acre remaining on the unplatted land is never allowed to increase above its maximum debt per developable acre level. Initially, the maximum level of debt per developable acre is calculated as the total amount of unallocated debt

for the District improvement program (\$155,010,000) divided by the number of unplatted, developable acres in the District. In this case, the District's 468 platted lots have a benefit of \$50,796,780 so the remaining developable acres in the revised District is 460 acres divided by the remaining benefit of \$104,213,220 equaling \$226,550 per acre. Thus if the debt level for the remaining developable acres is \$226,550 per acre, every time a plat or site plan approval is presented, the debt on the land remaining after the plat or site plan approval must remain at or below \$226,550 per developable acre. If not, the Master Developer agrees that the District will require a density reduction payment so that the \$226,550 per acre debt level is not exceeded.

Thus, the debt allocation methodology provided is really a process by which the District can allocate debt to particular parcels of land at the time of plat/or site plan approval. The procedures also assure that the debt will not build up on the unsold properties creating potential assessment issues.

4.7 Bond Sizing

As mentioned in Section 2.1, the District's CIP is estimated at \$113,543,123 and may be financed through the issuance of one or more series of Bonds. The proceeds from these Bonds may:

- (A) Fund the Districts proposed infrastructure;
- (B) provide for capitalized interest;
- (C) fund the debt service reserve fund ; and
- (D) cover the costs of issuance for the bonds.

The proposed Bond issue structure in connection with the funding of the Districts Infrastructure is a proposed Bond issued in one or more Series with annual amortization of principal and interest not to exceed a 30-year period. Table 4 shows the estimated uses for an estimated Bond that would fund the entire CIP. However, the District only intends to issue Bonds for the Refunding of a portion of the 2008A Bonds and to finance the acquisition and/or construction of all or portions of the CIP not yet complete. All assumptions related to the Bond or series of Bonds is preliminary and subject to modification.

4.8 Reasonable Allocation of Benefit

The assessment methodology allocates debt to specific categories of land use types based upon an estimated benefit that each category receives from the development of the District Infrastructure. It is reasonable to measure benefit upon platted land from the District's improvements by considering certain characteristics accruing to each category of land use, such as average lot size, type of vertical construction located on the parcel, and the average amount of District's roadway usage associated with the improved parcel of land. Each of these characteristics impacts the amount of benefit received from the construction of the District's Infrastructure.

Table 2 in the Appendix provides a equivalent residential unit ("ERU") benefit for each land type as determined in the Original Master Assessment Report. The allocated benefit for each land use is used to calculate the debt allocation as the Total Par Debt Per Unit, along with the maximum annual assessments per unit, as both shown in Table 5. For illustrative purposes during platting a lot may have a front footage of 53', which would be assigned an ERU equal to a 50' lot or .87 ERU. The range of front footage attributable to a product type of 50' would range from 50' to 59' and likewise for a 63' lot the ERU would be 1 and the range for 60' would be from 60' to 69'

Table 7 in the appendix provides for an analysis of the debt assessment assigned to developed and platted lots. As noted previously the 2008A/B Bonds were assigned initially to 468 platted lots and such assignments are less than the actual benefit received, as shown both hereunder and under the Original Master Assessment Report.

4.9 Processing Site Plan Revisions at the Districts Level

Although the District does not process plats, site plans or revisions for the Master Developer, they do have an important role to play during the course of platting and planning. Whenever a plat or site plan or revision is processed, the District must allocate a portion of its debt to the platted lots according to the methodology included within this Report. In addition, the District must also prevent any buildup of debt on unsold lands. Otherwise, the land could be fully

conveyed without all of the debt being allocated. To prevent this, at each plat or site plan approval or revision, the Master Developer acknowledges that the District will determine the amount of debt per developable acre, which is allocated for the proposed plat or site plan approval or revision. If the debt per the development program for the proposed site plat or site plan is less than the initial level of assigned debt, then the Master Developer agrees to make a density reduction payment up to the initial level of assigned debt on the unplatted acreage.

Table 9 is the Master Assessment Roll for the District's proposed financing program and indicates the initial benefit along with the assigned master assessments. Table 8 is the 2008A Assessment Roll for the District's 468 platted lots, which shows the benefit per platted lot along with the actual assigned debt and assessments.

TABLE 1
Rivers Edge Community Development District
Master Development Plan

<u>Land Use and Product Type</u>	<u>Platted Units</u>	<u>Planned Units</u>	<u>Total Units</u>
Townhomes	0	59	59
Single Family - 30' Lot	21	0	21
Single Family - 40' Lot	57	305	362
Single Family - 50' Lot	184	373	557
Single Family - 60', Lot	81	0	81
Single Family - 70', Lot	103	147	250
Single Family - 80' Lot	21	109	130
Single Family - 90' Lot	1	0	1
Total	<u>468</u>	(4) <u>993</u>	<u>1,461</u> (1)

Notes:

- 1.) This is based on revised District Boundaries of the Rivers Edge CDD.
- 2.) Front footage of lot is assigned at platting.
- 3.) Planned units product mix will be determined during planning and dependent upon actual unit type appropriate front footage will be assigned. It is anticipated that the mix will be in the 40' to 60' range.
- 4.) The platted lots are already subject to the 2008A debt assessments and will not be part of the master assessment lien as revised.

Prepared By
Governmental Management Services, LLC

TABLE 2
Rivers Edge Community Development District
Equivalent Residential Unit ("ERU") Benefit
per Unit

<u>Land Use and Product Type</u>	<u>ERU per Unit</u>
Townhomes	0.85
Single Family - 30' Lot	0.62
Single Family - 40' Lot	0.74
Single Family - 50' Lot	0.87
Single Family - 60' Lot	1.00
Single Family - 70' Lot	1.20
Single Family - 80' Lot	1.33
Single Family - 90' Lot	1.47
Single Family - 100' Lot	1.60
Custom Lots	1.94
Apartments	0.62
Condos	0.71

Notes:

1.) This is based on Master Special Assessment Methodology Report dated March 13, 2007.

TABLE 3
Rivers Edge Community Development District
Improvement Plan Infrastructure Cost to Date and Estimates to Complete

IMPROVEMENT CATEGORY	ACTUAL COSTS TO DATE OF PROJECTS COMPLETED BY DISTRICT
Master Transportation	\$19,318,663
Neighborhood Infrastructure	\$49,257,200
Master Drainage & Stormwater Management	\$8,407,887
Master Utilities	\$11,362,074
Master Recreation	\$7,983,137
Master Landscape	\$1,621,459
TOTAL	\$97,950,420

ESTIMATED COSTS TO COMPLETE IMPROVEMENT PLAN
\$6,010,070
\$0
\$4,187,346
\$0
\$1,375,000
\$4,020,288
\$15,592,704

IMPROVEMENT PLAN TOTAL COSTS
\$25,328,733
\$49,257,200
\$12,595,233
\$11,362,074
\$9,358,137
\$5,641,747
\$113,543,124

Provided By: Prosser, Inc. report dated 3/16/16

Prepared by: Governmental Management Services, LLC

Table 4
Rivers Edge Community Development District
Bond Financing Estimate for Benefit Determination
Estimated Par

	Par Amount of Bonds
Construction Improvement plan	\$113,543,124
Debt Service Reserve Fund	\$11,145,564
Capitalized Interest	\$25,671,543
Cost of Issuance	\$4,649,764
Rounding	\$5
Total Par	\$155,010,000

Principal Amortization Installments	30
Average Coupon	6.00%
Estimated Par Amount	\$155,010,000
Maximum Annual Debt Service	\$11,145,219

- 1.) Based on maximum annual debt service.
- 2.) Includes 30 months of capitalized interest.
- 3.) Includes underwriters discount, original issue discount and cost of issuance.

Provided by: MBS Capital Markets, LLC

Prepared By
Governmental Management Services, LLC

TABLE 5
Rivers Edge Community Development District
Revised Master Methodology
Allocation of Benefit

<u>Development Type :</u>	<u>Number of Units</u>	<u>ERU Value</u>	<u>Total ERU's</u>	<u>% of ERU's</u>	<u>Total Benefit</u>	<u>Benefit Per Unit</u>
Townhomes	59	0.85	50.15	3.66%	\$5,670,091	\$96,103
Single Family - 30' Lot	21	0.62	13.02	0.95%	\$1,472,075	\$70,099
Single Family - 40' Lot	362	0.74	267.88	19.54%	\$30,287,218	\$83,666
Single Family - 50' Lot	557	0.87	484.59	35.35%	\$54,789,021	\$98,364
Single Family - 60' Lot	81	1.00	81.00	5.91%	\$9,158,073	\$113,063
Single Family - 70' Lot	250	1.20	300.00	21.88%	\$33,918,790	\$135,675
Single Family - 80' Lot	130	1.33	172.90	12.61%	\$19,548,529	\$150,373
Single Family - 90' Lot	1	1.47	1.47	0.11%	\$166,202	\$166,202
Total	<u>1,461</u>		<u>1,371</u>	<u>100%</u>	<u>\$155,010,000</u>	

(1) Exclusive of financing cost as which per Florida Statutes are defined as a benefit and may be considered in benefit determination.

(2) This table is reflective of the benefit per development type based upon the contracted District.

TABLE 6
Rivers Edge Community Development District
Revised Master Assessment Methodology
Maximum Annual Assessments

<u>Development Type :</u>	<u>Number of Units</u>	<u>Net Annual Per Unit Assessments</u>	<u>Net Annual Assessments</u>	<u>Gross Annual Assessments</u>	<u>Gross Annual Per Unit Assessments (1)</u>
Townhomes	59	\$6,909.82	\$407,680	\$433,702	\$7,350.88
Single Family - 30' Lot	21	\$5,040.11	\$105,842	\$112,598	\$5,361.81
Single Family - 40' Lot	362	\$6,015.61	\$2,177,651	\$2,316,650	\$6,399.59
Single Family - 50' Lot	557	\$7,072.41	\$3,939,331	\$4,190,777	\$7,523.84
Single Family - 60' Lot	81	\$8,129.20	\$658,465	\$700,495	\$8,648.09
Single Family - 70' Lot	250	\$9,755.04	\$2,438,761	\$2,594,427	\$10,377.71
Single Family - 80' Lot	130	\$10,811.84	\$1,405,539	\$1,495,255	\$11,501.96
Single Family - 90' Lot	1	\$11,949.93	\$11,950	\$12,713	\$12,712.69
Total	<u>1,461</u>		<u>\$11,145,219</u>	<u>\$11,856,616</u>	

(1) Includes gross up for early payment discount of 4% and 2% collection costs.

Prepared By
Governmental Management Services, LLC

TABLE 7
Rivers Edge Community Development District
Debt Assessment Assigned to Developed
Units Compared to Benefit

<u>Development Type :</u>	<u>Max Debt Benefit per Unit</u>	<u>Actual Assigned Debt 2008A per Unit</u>	<u>Actual Assigned Debt 2008B per Unit</u>	<u>Total Assigned Debt 2008A/B per Unit</u>	<u>Excess Benefit per Unit</u>
Single Family - 30' Lot	\$70,099	\$11,005	\$16,472	\$27,477	\$42,622
Single Family - 40' Lot	\$83,666	\$13,283	\$19,881	\$33,164	\$50,502
Single Family - 50' Lot	\$98,364	\$15,561	\$23,291	\$38,852	\$59,512
Single Family - 60', Lot	\$113,063	\$17,838	\$26,701	\$44,539	\$68,524
Single Family - 70', Lot	\$135,675	\$21,373	\$31,993	\$53,366	\$82,309
Single Family - 80' Lot	\$150,373	\$23,760	\$35,566	\$59,326	\$91,047
Single Family - 90' Lot	\$166,202	\$26,147	\$42,711	\$68,858	\$97,344

Notes:

- 1.) This schedule reflects debt benefit per platted lot type in accordance with this report and compares the actual debt assigned for the first 468 platted lots.
- 2.) The 2008B debt is no longer outstanding but for this table it is included in order to determine the excess benefit for a platted lot by product type.

**TABLE 8
RIVERS EDGE CDD
SERIES 2008A ASSESSMENT ROLL**

Account #	LOT #	LOT SIZE	MAX DEBT BENEFIT	TOTAL DEBT UNITS	ORIGINAL SERIES 2008A DEBT ASMT	SERIES 2008A PAR DEBT	BALANCE SERIES 2008A DEBT
000702-0010	001	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0020	002	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0030	003	50'	98,364	1	1,219.19	15,560.65	-
000702-0040	004	30'	70,099	1	862.27	11,005.26	9,793.43
000702-0050	005	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0060	006	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0070	007	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0080	008	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0090	009	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0100	010	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0110	011	50'	98,364	1	1,219.19	15,560.65	-
000702-0120	012	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0130	013	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0140	014	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0150	015	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0160	016	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0170	017	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0180	018	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0190	019	30'	70,099	1	862.27	11,005.26	9,793.43
000702-0200	020	30'	70,099	1	862.27	11,005.26	9,793.43
000702-0210	021	30'	70,099	1	862.27	11,005.26	9,793.43
000702-0220	022	30'	70,099	1	862.27	11,005.26	9,793.43
000702-0230	023	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0240	024	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0250	025	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0260	026	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0270	027	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0280	028	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0290	029	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0300	030	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0310	031	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0320	032	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0330	033	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0340	034	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0350	035	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0360	036	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0370	037	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0380	038	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0390	039	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0400	040	40'	83,666	1	1,040.73	13,282.96	11,820.35

Account #	LOT #	LOT SIZE	MAX DEBT BENEFIT	TOTAL DEBT UNITS	ORIGINAL SERIES 2008A DEBT ASMT	SERIES 2008A PAR DEBT	BALANCE SERIES 2008A DEBT
000702-0410	041	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0420	042	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0430	043	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0440	044	50'	98,364	1	1,219.19	15,560.65	-
000702-0450	045	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0460	046	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0470	047	70'	135,675	1	1,674.61	21,373.25	19,019.81
000702-0480	048	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0490	049	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0500	050	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0510	051	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0520	052	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0530	053	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0540	054	70'	135,675	1	1,674.61	21,373.25	-
000702-0550	055	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0560	056	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0570	057	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0580	058	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0590	059	50'	98,364	1	1,219.19	15,560.65	-
000702-0600	060	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0610	061	30'	70,099	1	862.27	11,005.26	9,793.43
000702-0620	062	30'	70,099	1	862.27	11,005.26	9,793.43
000702-0630	063	30'	70,099	1	862.27	11,005.26	9,793.43
000702-0640	064	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0650	065	70'	135,675	1	1,674.61	21,373.25	13,882.76
000702-0660	066	70'	135,675	1	1,674.61	21,373.25	19,019.81
000702-0670	067	70'	135,675	1	1,674.61	21,373.25	19,019.81
000702-0680	068	70'	135,675	1	1,674.61	21,373.25	19,019.81
000702-0690	069	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0700	070	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0710	071	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0720	072	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0730	073	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-0740	074	70'	135,675	1	1,674.61	21,373.25	19,019.81
000702-0750	075	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0760	076	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0770	077	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0780	078	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0790	079	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0800	080	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0810	081	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0820	082	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0830	083	30'	70,099	1	862.27	11,005.26	9,793.43
000702-0840	084	30'	70,099	1	862.27	11,005.26	9,793.43
000702-0850	085	30'	70,099	1	862.27	11,005.26	9,793.43

Account #	LOT #	LOT SIZE	MAX DEBT BENEFIT	TOTAL DEBT UNITS	ORIGINAL SERIES 2008A DEBT ASMT	SERIES 2008A PAR DEBT	BALANCE SERIES 2008A DEBT
000702-0860	086	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0870	087	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-0880	088	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0890	089	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0900	090	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-0910	091	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-1190	119	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-1200	120	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-1210	121	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-1220	122	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-1230	123	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-1240	124	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-1250	125	30'	70,099	1	862.27	11,005.26	9,793.43
000702-1260	126	30'	70,099	1	862.27	11,005.26	9,793.43
000702-1270	127	30'	70,099	1	862.27	11,005.26	9,793.43
000702-1280	128	30'	70,099	1	862.27	11,005.26	9,793.43
000702-1290	129	30'	70,099	1	862.27	11,005.26	9,793.43
000702-1300	130	30'	70,099	1	862.27	11,005.26	9,793.43
000702-1310	131	30'	70,099	1	862.27	11,005.26	9,793.43
000702-1320	132	30'	70,099	1	862.27	11,005.26	9,793.43
000702-1330	133	30'	70,099	1	862.27	11,005.26	9,793.43
000702-1340	134	30'	70,099	1	862.27	11,005.26	9,793.43
000702-1450	145	70'	135,675	1	1,674.61	21,373.25	19,019.81
000702-1460	146	60'	113,063	1	1,397.64	17,838.35	15,874.12
000702-1470	147	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-1480	148	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-5000	500	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5010	501	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5020	502	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5030	503	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5040	504	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5050	505	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5060	506	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5070	507	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5080	508	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5090	509	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-5100	510	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5110	511	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5120	512	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5130	513	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5140	514	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5150	515	50'	98,364	1	1,219.19	15,560.65	13,847.25
000702-5160	516	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5170	517	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5180	518	40'	83,666	1	1,040.73	13,282.96	11,820.35

Account #	LOT #	LOT SIZE	MAX DEBT BENEFIT	TOTAL DEBT UNITS	ORIGINAL SERIES 2008A DEBT ASMT	SERIES 2008A PAR DEBT	BALANCE SERIES 2008A DEBT
000702-5190	519	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5200	520	40'	83,666	1	1,040.73	13,282.96	11,820.35
000702-5210	521	40'	83,666	1	1,040.73	13,282.96	11,820.35
000704-0010	001	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0020	002	90'	166,202	1	2,048.63	26,147.00	23,267.91
000704-0030	003	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0040	004	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0050	005	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0060	006	40'	83,666	1	1,040.73	13,282.96	11,820.35
000704-0070	007	40'	83,666	1	1,040.73	13,282.96	11,820.35
000704-0080	008	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0090	009	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0100	010	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0110	011	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0120	012	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0130	013	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0140	014	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0150	015	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0160	016	60'	113,063	1	1,397.64	17,838.35	15,874.12
000704-0170	017	60'	113,063	1	1,397.64	17,838.35	15,874.12
000704-0180	018	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0190	019	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0200	020	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0210	021	60'	113,063	1	1,397.64	17,838.35	15,874.12
000704-0220	022	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0230	023	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0240	024	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0250	025	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0260	026	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0270	027	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0280	028	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0290	029	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0300	030	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0310	031	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0320	032	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0330	033	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0340	034	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0350	035	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0360	036	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0370	037	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0380	038	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0390	039	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0400	040	60'	113,063	1	1,397.64	17,838.35	15,874.12
000704-0410	041	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0420	042	70'	135,675	1	1,674.61	21,373.25	19,019.81

Account #	LOT #	LOT SIZE	MAX DEBT BENEFIT	TOTAL DEBT UNITS	ORIGINAL SERIES 2008A DEBT ASMT	SERIES 2008A PAR DEBT	BALANCE SERIES 2008A DEBT
000704-0430	043	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0440	044	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0450	045	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0460	046	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0470	047	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0480	048	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0490	049	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0500	050	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0510	051	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0520	052	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0530	053	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0540	054	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0550	055	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0560	056	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0570	057	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0580	058	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0590	059	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0600	060	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0610	061	50'	98,364	1	1,219.19	15,560.65	13,847.25
000704-0620	062	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0630	063	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0640	064	80'	150,373	1	1,861.63	23,760.28	21,143.99
000704-0650	065	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0660	066	70'	135,675	1	1,674.61	21,373.25	19,019.81
000704-0670	067	70'	135,675	1	1,674.61	21,373.25	19,019.81
000706-0890	89	60'	113,063	1	1,397.64	17,838.35	11,992.09
000706-0900	90	60'	113,063	1	1,397.64	17,838.35	12,087.95
000706-0910	91	60'	113,063	1	1,397.64	17,838.35	12,087.95
000706-0920	92	60'	113,063	1	1,397.64	17,838.35	11,992.09
000706-0930	93	60'	113,063	1	1,397.64	17,838.35	12,087.95
000706-0940	94	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-0950	95	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-0960	96	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-0970	97	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-0980	98	60'	113,063	1	1,397.64	17,838.35	11,992.09
000706-0990	99	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-1000	100	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-1010	101	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-1020	102	60'	113,063	1	1,397.64	17,838.35	11,992.09
000706-1030	103	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-1040	104	60'	113,063	1	1,397.64	17,838.35	11,992.09
000706-1050	105	60'	113,063	1	1,397.64	17,838.35	-
000706-1060	106	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-1070	107	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-1080	108	60'	113,063	1	1,397.64	17,838.35	12,043.87

Account #	LOT #	LOT SIZE	MAX DEBT BENEFIT	TOTAL DEBT UNITS	ORIGINAL SERIES 2008A DEBT ASMT	SERIES 2008A PAR DEBT	BALANCE SERIES 2008A DEBT
000706-1090	109	60'	113,063	1	1,397.64	17,838.35	11,992.09
000706-1100	110	50'	98,364	1	1,219.19	15,560.65	9,930.10
000706-1110	111	50'	98,364	1	1,219.19	15,560.65	9,876.17
000706-1120	112	50'	98,364	1	1,219.19	15,560.65	9,876.17
000706-1130	113	50'	98,364	1	1,219.19	15,560.65	9,930.10
000706-1140	114	60'	113,063	1	1,397.64	17,838.35	11,992.09
000706-1150	115	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-1160	116	60'	113,063	1	1,397.64	17,838.35	11,992.09
000706-1170	117	60'	113,063	1	1,397.64	17,838.35	11,992.09
000706-1180	118	60'	113,063	1	1,397.64	17,838.35	-
000706-1190	119	50'	98,364	1	1,219.19	15,560.65	9,930.10
000706-1200	120	50'	98,364	1	1,219.19	15,560.65	9,876.17
000706-1210	121	50'	98,364	1	1,219.19	15,560.65	-
000706-1220	122	50'	98,364	1	1,219.19	15,560.65	9,976.53
000706-1230	123	50'	98,364	1	1,219.19	15,560.65	-
000706-1240	124	50'	98,364	1	1,219.19	15,560.65	9,876.17
000706-1250	125	50'	98,364	1	1,219.19	15,560.65	9,930.10
000706-1260	126	50'	98,364	1	1,219.19	15,560.65	9,930.10
000706-1270	127	50'	98,364	1	1,219.19	15,560.65	9,930.10
000706-1280	128	50'	98,364	1	1,219.19	15,560.65	9,876.17
000706-1290	129	50'	98,364	1	1,219.19	15,560.65	-
000706-1300	130	50'	98,364	1	1,219.19	15,560.65	9,876.17
000706-1310	131	50'	98,364	1	1,219.19	15,560.65	9,876.12
000706-1320	132	50'	98,364	1	1,219.19	15,560.65	9,976.53
000706-1330	133	50'	98,364	1	1,219.19	15,560.65	9,976.53
000706-1340	134	50'	98,364	1	1,219.19	15,560.65	-
000706-1350	135	50'	98,364	1	1,219.19	15,560.65	9,876.17
000706-1360	136	50'	98,364	1	1,219.19	15,560.65	-
000706-1370	137	50'	98,364	1	1,219.19	15,560.65	-
000706-1380	138	50'	98,364	1	1,219.19	15,560.65	9,930.10
000706-1390	139	60'	113,063	1	1,397.64	17,838.35	12,043.87
000706-1400	140	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1410	141	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1420	142	70'	135,675	1	1,674.61	21,373.25	-
000706-1430	143	70'	135,675	1	1,674.61	21,373.25	13,116.90
000706-1440	144	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1450	145	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1460	146	70'	135,675	1	1,674.61	21,373.25	13,044.90
000706-1470	147	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1480	148	70'	135,675	1	1,674.61	21,373.25	19,019.81
000706-1490	149	70'	135,675	1	1,674.61	21,373.25	-
000706-1500	150	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1510	151	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1520	152	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1530	153	70'	135,675	1	1,674.61	21,373.25	12,961.73

Account #	LOT #	LOT SIZE	MAX DEBT BENEFIT	TOTAL DEBT UNITS	ORIGINAL SERIES 2008A DEBT ASMT	SERIES 2008A PAR DEBT	BALANCE SERIES 2008A DEBT
000706-1540	154	60'	113,063	1	1,397.64	17,838.35	11,992.09
000706-1550	155	60'	113,063	1	1,397.64	17,838.35	12,043.86
000706-1560	156	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1570	157	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1580	158	70'	135,675	1	1,674.61	21,373.25	19,019.81
000706-1590	159	70'	135,675	1	1,674.61	21,373.25	-
000706-1600	160	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1610	161	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1620	162	70'	135,675	1	1,674.61	21,373.25	12,961.73
000706-1630	163	70'	135,675	1	1,674.61	21,373.25	-
000706-1640	164	60'	113,063	1	1,397.64	17,838.35	11,992.09
000707-0010	1	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0020	2	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0030	3	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0040	4	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0050	5	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0060	6	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0070	7	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0080	8	70'	135,675	1	1,674.61	21,373.25	19,019.81
000707-0090	9	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0100	10	70'	135,675	1	1,674.61	21,373.25	19,019.81
000707-0110	11	80'	150,373	1	1,861.63	23,760.28	21,143.99
000707-0140	12	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0150	13	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0160	14	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0170	15	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0180	16	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0190	17	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0200	18	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0210	19	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0220	20	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0230	21	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0240	22	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0250	23	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-0260	24	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0270	25	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0280	26	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0290	27	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0300	28	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0310	29	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0320	30	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0330	31	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0340	32	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0350	33	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0360	34	50'	98,364	1	1,219.19	15,560.65	13,847.25

Account #	LOT #	LOT SIZE	MAX DEBT BENEFIT	TOTAL DEBT UNITS	ORIGINAL SERIES 2008A DEBT ASMT	SERIES 2008A PAR DEBT	BALANCE SERIES 2008A DEBT
000707-0370	35	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0380	36	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0390	37	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0400	38	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0410	39	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0420	40	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0430	41	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0440	42	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0450	43	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0460	44	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0470	45	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0480	46	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0490	47	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0500	48	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0510	49	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0520	50	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0530	51	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0540	52	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0550	53	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0560	54	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0570	55	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0580	56	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0590	57	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0600	58	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0610	59	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0620	60	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0630	61	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0640	62	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0650	63	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0660	64	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0670	65	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0680	66	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0690	67	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0700	68	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0710	69	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0720	70	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0730	71	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0740	72	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0750	73	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0760	74	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0770	75	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0780	76	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0790	77	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0800	78	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0810	79	50'	98,364	1	1,219.19	15,560.65	13,847.25

Account #	LOT #	LOT SIZE	MAX DEBT BENEFIT	TOTAL DEBT UNITS	ORIGINAL SERIES 2008A DEBT ASMT	SERIES 2008A PAR DEBT	BALANCE SERIES 2008A DEBT
000707-0820	80	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0830	81	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0840	82	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0850	83	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0860	84	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0870	85	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0880	86	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0890	87	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0900	88	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0910	89	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0920	90	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0930	91	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0940	92	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0950	93	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0960	94	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0970	95	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0980	96	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-0990	97	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1000	98	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1010	99	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1020	100	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1030	101	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1040	102	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1050	103	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1060	104	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1070	105	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1080	106	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1090	107	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1100	108	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1110	109	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1120	110	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1130	111	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1140	112	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1150	113	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1160	114	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1170	115	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1180	116	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1190	117	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1200	118	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1210	119	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1220	120	50'	98,364	1	1,219.19	15,560.65	13,847.25
000707-1230	121	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-1240	122	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-1250	123	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-1260	124	60'	113,063	1	1,397.64	17,838.35	15,874.12

Account #	LOT #	LOT SIZE	MAX DEBT BENEFIT	TOTAL DEBT UNITS	ORIGINAL SERIES 2008A DEBT ASMT	SERIES 2008A PAR DEBT	BALANCE SERIES 2008A DEBT
000707-1270	125	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-1280	126	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-1290	127	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-1300	128	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-1310	129	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-1320	130	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-1330	131	60'	113,063	1	1,397.64	17,838.35	15,874.12
000707-1340	132	60'	113,063	1	1,397.64	17,838.35	15,874.12
000708-0010	1	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0020	2	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0030	3	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0040	4	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0050	5	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0060	6	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0070	7	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0080	8	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0090	9	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0100	10	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0110	11	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0120	12	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0130	13	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0140	14	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0150	15	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0160	16	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0170	17	80'	150,373	1	1,861.63	23,760.28	21,143.99
000708-0180	18	80'	150,373	1	1,861.63	23,760.28	21,143.99
000708-0190	19	80'	150,373	1	1,861.63	23,760.28	21,143.99
000708-0200	20	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0210	21	80'	150,373	1	1,861.63	23,760.28	21,143.99
000708-0220	22	80'	150,373	1	1,861.63	23,760.28	21,143.99
000708-0230	23	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0240	24	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0250	25	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0260	26	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0270	27	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0280	28	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0290	29	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0300	30	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0310	31	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0320	32	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0330	33	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0340	34	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0350	35	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0360	36	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0370	37	70'	135,675	1	1,674.61	21,373.25	19,019.81

Account #	LOT #	LOT SIZE	MAX DEBT BENEFIT	TOTAL DEBT UNITS	ORIGINAL SERIES 2008A DEBT ASMT	SERIES 2008A PAR DEBT	BALANCE SERIES 2008A DEBT
000708-0380	38	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0390	39	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0400	40	80'	150,373	1	1,861.63	23,760.28	21,143.99
000708-0410	41	80'	150,373	1	1,861.63	23,760.28	21,143.99
000708-0420	42	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0430	43	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0440	44	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0450	45	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0460	46	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0470	47	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0480	48	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0490	49	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0500	50	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0510	51	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0520	52	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0530	53	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0540	54	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0550	55	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0560	56	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0570	57	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0580	58	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0590	59	70'	135,675	1	1,674.61	21,373.25	19,019.81
000708-0600	60	80'	150,373	1	1,861.63	23,760.28	21,143.99
TOTAL PLATTED LOTS			50,796,780	468	628,596.77	8,022,862.76	6,593,817.80

TABLE 9
Rivers Edge Community Development District
Master Assessment Roll
Bulk Lands

<u>Account # / Parcel ID</u>	<u>Maximum Debt Benefit</u>	<u>Series 2008A Annual Debt Assessment</u>	<u>Series 2008A Par Debt</u>	<u>Series 2008A Par Debt After 5/1/16 Call</u>	<u>Series 2008A Par Debt After Tender (2)</u>
000700-0000					
001170-0010					
000700-0000					
001170-0010					
Total (1)	<u>\$104,213,220</u>	<u>\$466,743</u>	<u>\$5,957,137</u>	<u>\$5,301,182</u>	<u>\$0</u>

(1) Individual parcels are in process of complete legal description workup and assignment of new parcel IDs to reflect adjustments for platted lots and possible other conveyances. Attached is the legal description of the revised boundaries of the District to which the Master Assessment Roll applies less plats as noted.

(2) The District is in the process of tendering bonds related to the undeveloped lands. After such tender process it is anticipated the amount of Series 2008A debt related to the undeveloped lands will be \$0.

Prepared by Governmental Management Services, LLC

A & J Land Surveyors, Inc.

5847 Luella Street
Jacksonville, Florida 32207
Telephone (904) 346-1733 Fax (904) 346-1736
Jon Bowan, PLS Jeff Ward, PLS

RiverTown
Rivers Edge CDD
Parcel 1
Legal Description

June 14, 2016

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, and in the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, COMMENCE at the intersection of the northerly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785), with the easterly monumented line of said Frances P. Fatio Grant, Section 39, Township 5 South, Range 27 East, and run thence, along the aforesaid said northerly Right of Way line of STATE ROAD No. 13, the following two (2) courses and distances:

Course No. 1: run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 22,968.28 feet, through a central angle of $00^{\circ}20'02''$ to the left, an arc distance of 133.89 feet, to point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $63^{\circ}17'25''$ West, 133.89 feet;

Course No. 2: run thence, North $63^{\circ}27'26''$ West, along last said tangency, a distance of 3,097.61, to the POINT OF BEGINNING.

From the POINT OF BEGINNING thus described, and departing from aforesaid northerly Right of Way line of STATE ROAD No. 13, run the following ten (10) courses and distances:

Course No. 1: run thence, North $52^{\circ}12'30''$ East, a distance of 337.34 feet, to a point;

Course No. 2: run thence, North $43^{\circ}00'14''$ East, a distance of 340.19 feet, to a point;

Course No. 3: run thence, North $27^{\circ}38'47''$ East, a distance of 540.78 feet, to a point;

Course No. 4: run thence, North $59^{\circ}45'43''$ East, a distance of 312.12 feet, to a point;

Course No. 5: run thence, North 12°39'39" East, a distance of 376.82 feet, to a point;

Course No. 6: run thence, North 03°30'59" West, a distance of 427.45 feet, to a point;

Course No. 7: run thence, North 23°57'56" East, a distance of 932.43 feet, to a point;

Course No. 8: run thence, North 48°02'01" East, a distance of 302.22 feet, to a point;

Course No. 9: run thence, North 27°34'13" East, a distance of 248.54 feet, to a point;

Course No. 10: run thence, North 07°09'39" East, a distance of 674.95 feet, to a point; on the southerly line of "Parcel 11- Elementary School Site", as per the Sketch and Legal prepared by this Firm, dated April 28, 2016; run thence, along the southerly and westerly boundary of said "Parcel 11 - Elementary School Site", the following sixteen (16) courses and distances:

Course No. 1: run thence, North 71°41'33" West, a distance of 122.88 feet,

Course No. 2: run thence, North 07°13'13" East, a distance of 183.08 feet, to the point of a non tangential curve, leading northerly;

Course No. 3: run thence, northerly, along and around the arc of a curve, being concave northwesterly, and having a radius of 112.60 feet, through a central angle of 52°18'48" to the left, an arc distance of 102.81 feet, to the point of reverse curvature, of a non tangential curve, last said arc being subtended by a chord bearing and distance of North 32°38'45" East, 99.28 feet;

Course No. 4: run thence, northeasterly, along and around the arc of a curve, being concave southeasterly, and having a radius of 57.91 feet, through a central angle of 47°53'59" to the right, an arc distance of 48.41 feet, to the point of reverse curvature, of a non tangential curve, last said arc being subtended by a chord bearing and distance of North 29°24'28" East, 47.02 feet;

Course No. 5: run thence, northerly, along and around the arc of a curve, being concave westerly, and having a radius of 103.26 feet, through a central angle of 56°56'08" to the right, an arc distance of 102.61 feet, to the point of reverse curvature, of a non tangential curve, last said arc being subtended by a chord bearing and distance of North 11°22'54" East, 98.44 feet;

Course No. 6: run thence, northerly, along and around the arc of a curve, being concave southeasterly, and having a radius of 40.00 feet, through a central angle of 81°29'18" to the right, an arc distance of 56.89 feet, to the point of reverse curvature, of a non tangential curve, last said arc being subtended by a chord bearing and distance of North 21°20'03" East, 52.22 feet;

Course No. 7: run thence, northeasterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 64.95 feet, through a central angle of 28°44'43" to the left, an arc distance of 32.58 feet, to the point of compound curvature, of a non tangential curve, last said arc being subtended by a chord bearing and distance of North 47°42'41" East, 32.24 feet;

Course No. 8: run thence, northeasterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 611.70 feet, through a central angle of 10°38'20" to the left, an arc distance of 113.60 feet, to the point

of reverse curvature, of a non tangential curve, last said arc being subtended by a chord bearing and distance of North 28°15'38" East, 113.43 feet;

Course No. 9: run thence, northeasterly, along and around the arc of a curve, being concave southeasterly, and having a radius of 70.00 feet, through a central angle of 56°35'30" to the right, an arc distance of 69.14 feet, to the point of reverse curvature, of a tangential curve, last said arc being subtended by a chord bearing and distance of North 51°13'16" East, 66.36 feet;

Course No. 10: run thence, northeasterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 130.00 feet, through a central angle of 36°10'25" to the left, an arc distance of 82.08 feet, to the point of reverse curvature, of a tangential curve, last said arc being subtended by a chord bearing and distance of North 61°25'49" East, 80.72 feet;

Course No. 11: run thence, northeasterly, along and around the arc of a curve, being concave southeasterly, and having a radius of 90.00 feet, through a central angle of 19°29'16" to the right, an arc distance of 30.61 feet, to the point of tangency, of a tangential curve, last said arc being subtended by a chord bearing and distance of North 53°05'14" East, 30.46 feet;

Course No. 12: run thence, North 61°37'11" East, along a non tangential line to last said curve, a distance of 84.99 feet, to the point of curvature, of a non tangential curve;

Course No. 13: run thence, northeasterly, along and around the arc of a curve, being concave southerly, and having a radius of 38.29 feet, through a central angle of 55°39'54" to the right, an arc distance of 37.20 feet, to the point of reverse curvature, of a tangential curve, last said arc being subtended by a chord bearing and distance of North 81°21'24" East, 35.75 feet;

Course No. 14: run thence, easterly, along and around the arc of a curve, being concave northerly, and having a radius of 65.47 feet, through a central angle of 56°54'36" to the left, an arc distance of 65.03 feet, to the point of curvature, of a tangential curve, last said arc being subtended by a chord bearing and distance of North 80°44'03" East, 62.39 feet;

Course No. 15: run thence, northerly, along and around the arc of a curve, being concave westerly, and having a radius of 104.97 feet, through a central angle of 37°00'39" to the left, an arc distance of 67.80 feet, to the point of a non tangential line, last said arc being subtended by a chord bearing and distance of North 33°46'25" East, 66.63 feet;

Course No. 16: run thence, North 14°41'09" East, along a non tangential line to last said curve, a distance of 88.06 feet, to a point which lies 62.00 feet southerly of, the most northerly line of that 53 foot wide easement dedicated to Peoples Gas System, and recorded in Official Records Book 3150, page 578 of the public records of St. Johns County, Florida, and also being the northerly line of that 53 foot wide easement dedicated to JEA, and recorded in Official Records Book 3131, page 483 of the public records of said St. Johns County; run thence, parallel with and concentric to, and 62 feet southerly of the northerly line of last said easements, the following two (2) courses and distances:

Course No. 1: run thence, easterly, along and around the arc of a curve, being concave northerly, and having a radius of 785.50 feet, through a central angle of

07°33'00" to the left, an arc distance of 103.51 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 72°10'01" East, 103.43 feet;

Course No. 2: run thence, South 75°56'31" East, along last said tangency, a distance of 124.38 feet, to a point; departing from last said line, run thence, the following twenty-three (23) courses and distances:

Course No. 1: run thence, North 14°03'30" East, a distance of 108.94 feet, to a point;

Course No. 2: run thence, South 74°33'07" East, a distance of 562.46 feet, to a point;

Course No. 3: run thence, North 23°01'26" East, a distance of 378.93 feet, to a point;

Course No. 4: run thence, North 05°59'33" West, a distance of 343.45 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 5: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 239.56 feet, through a central angle of 124°52'14" to the right, an arc distance of 522.09 feet, to the point of reverse curvature, of a curve continuing easterly, last said arc being subtended by a chord bearing and distance of North 85°05'05" East, 424.73 feet;

Course No. 6: run thence easterly, along and around the arc of a curve, being concave northerly, and having a radius of 376.68 feet, through a central angle of 107°24'34" to the left, an arc distance of 706.15 feet, to a point, last said arc being subtended by a chord bearing and distance of South 86°11'06" East, 607.19 feet;

Course No. 7: run thence, North 02°54'47" East, along a non-tangent line, a distance of 451.50 feet, to a point;

Course No. 8: run thence, North 47°44'50" West, a distance of 397.82 feet, to a point;

Course No. 9: run thence, South 79°35'12" West, a distance of 338.27 feet, to a point of curvature, of a non-tangent curve, leading northerly;

Course No. 10: run thence northerly, along and around the arc of a curve, being concave easterly, and having a radius of 295.05 feet, through a central angle of 158°05'24" to the right, an arc distance of 814.09 feet, to the point of tangency, of a non-tangent curve, last said arc being subtended by a chord bearing and distance of North 08°21'00" East, 579.34 feet;

Course No. 11: run thence, North 70°01'49" East, along last said non-tangent line, a distance of 358.05 feet, to a point;

Course No. 12: run thence, North 05°42'53" East, a distance of 192.02 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 13: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 197.27 feet, through a central angle of 178°06'21" to the right, an arc distance of 613.22 feet, to the point of tangency, of a non-tangent curve, last said arc being subtended by a chord bearing and distance of North 78°15'46" East, 394.49 feet;

Course No. 14: run thence, South 57°46'35" East, a distance of 587.65 feet, to a point;

Course No. 15: run thence, South 28°33'27" East, a distance of 495.97 feet, to a point;

Course No. 16: run thence, South 28°39'55" West, a distance of 310.12 feet, to a point;

Course No. 17: run thence, South 73°27'16" West, a distance of 147.61 feet, to a point;

Course No. 18: run thence, South 54°17'33" East, a distance of 536.88 feet, to a point;

Course No. 19: run thence, South 03°08'19" East, a distance of 279.38 feet, to a point;

Course No. 20: run thence, South 17°38'48" West, a distance of 605.51 feet, to a point;

Course No. 21: run thence, South 24°09'05" East, a distance of 216.50 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 22: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 465.00 feet, through a central angle of 22°32'24" to the right, an arc distance of 182.93 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 79°19'39" East, 181.75 feet;

Course No. 23: run thence, South 89°24'09" East, a distance of 141.88 feet, to a point on the westerly Right of Way line of LONGLEAF PARKWAY, as dedicated to St. Johns County, by instrument recorded in Official Records Book 3271, page 1329 of the Public Records of said St. Johns County, Florida; run thence, along the aforesaid westerly Right of Way line of LONFLEAF PARKWAY, the following five (5) courses and distances:

Course No. 1: run thence, northerly, along and around the arc of a curve, being concave easterly, and having a radius of 3,565.00 feet, through a central angle of 11°16'52" to the right, an arc distance of 701.92 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 06°44'14" East, 700.79 feet;

Course No. 2: run thence, North 12°22'39" East, along last said tangency, a distance of 204.31 feet, to the point of curvature, of a curve leading northwesterly;

Course No. 3: run thence northwesterly, along and around the arc of a curve, being concave westerly, and having a radius of 1,735.00 feet, through a central angle of 51°25'49" to the left, an arc distance of 1,557.38 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 13°20'15" West 1,505.62;

Course No. 4: run thence, North 39°03'09" West, along last said tangency, a distance of 1,068.36 feet, to the point of curvature, of a curve leading westerly;

Course No. 5: run thence westerly, along and around the arc of a curve, being concave easterly, and having a radius of 1,265.00 feet, through a central angle of 15°54'10" to the right, an arc distance of 351.11 feet, to a point, last said arc being subtended by a chord bearing and distance of North 31°06'05" West, 349.98; thence departing from aforesaid westerly Right of Way line of LONFLEAF PARKWAY, run the following twenty-six (26) courses and distances:

Course No. 1: run thence, South 66°51'00" West, a distance of 65.97 feet, to a point;

Course No. 2: run thence, South 00°02'15" East, a distance of 83.71 feet, to a point;

Course No. 3: run thence, South 35°56'30" West, a distance of 27.17 feet, to a point;

Course No. 4: run thence, South 00°48'28" East, a distance of 58.67 feet, to a point;

Course No. 5: run thence, South 18°24'01" East, a distance of 47.05 feet, to a point;

Course No. 6: run thence, South 19°55'18" West, a distance of 30.75 feet, to a point;

Course No. 7: run thence, South 06°16'42" East, a distance of 28.92 feet, to a point;

Course No. 8: run thence, South 14°46'00" West, a distance of 27.90 feet, to a point;

Course No. 9: run thence, South 36°03'53" West, a distance of 123.44 feet, to a point;

Course No. 10: run thence, South 10°33'15" East, a distance of 46.29 feet, to a point;

Course No. 11: run thence, South 11°39'46" West, a distance of 35.89 feet, to a point;

Course No. 12: run thence, South 37°05'50" West, a distance of 61.55 feet, to a point;

Course No. 13: run thence, North 88°04'53" West, a distance of 177.04 feet, to a point;

Course No. 14: run thence, North 00°35'10" West, a distance of 202.84 feet, to a point;

Course No. 15: run thence, North 16°20'03" West, a distance of 63.72 feet, to a point;

Course No. 16: run thence, North 24°49'34" West, a distance of 80.52 feet, to a point;

Course No. 17: run thence, North 23°04'32" East, a distance of 57.35 feet, to a point;

Course No. 18: run thence, North 13°04'55" East, a distance of 46.98 feet, to a point;

Course No. 19: run thence, North 03°23'30" East, a distance of 52.43 feet, to a point;

Course No. 20: run thence, North 15°57'50" West, a distance of 64.18 feet, to a point;

Course No. 21: run thence, North 25°07'14" West, a distance of 39.25 feet, to a point;

Course No. 22: run thence, North 10°34'06" West, a distance of 32.35 feet, to a point;

Course No. 23: run thence, North 15°09'53" East, a distance of 52.65 feet, to a point;

Course No. 24: run thence, North $04^{\circ}00'11''$ West, a distance of 42.88 feet, to a point;

Course No. 25: run thence, North $23^{\circ}48'46''$ West, a distance of 60.92 feet, to a point;

Course No. 26: run thence, North $68^{\circ}28'38''$ East, a distance of 363.83 feet, to a point on the aforesaid westerly Right of Way line of LONGLEAF PARKWAY, said point also being on the arc of a curve, leading northeasterly; run thence, northeasterly, along aforesaid westerly Right of Way line of LONGLEAF PARKWAY, along and around the arc of a curve, having a radius of 1,265.00 feet, through a central angle of $35^{\circ}32'39''$ to the right, an arc distance of 784.76 feet, to a point, last said arc being subtended by a chord bearing and distance of North $11^{\circ}23'02''$ East, 772.23 feet; thence departing from aforesaid westerly Right of Way line of LONGLEAF PARKWAY, run the following seventy-two (72) courses and distances:

Course No. 1: run thence, North $62^{\circ}03'17''$ West, a distance of 128.04 feet, to the point of curvature, of a curve leading southwesterly;

Course No. 2: run thence southwesterly, along and around the arc of a curve, concave southerly, and having a radius of 50.00 feet, through a central angle of $71^{\circ}44'07''$ to the left, an arc distance of 62.60 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South $82^{\circ}04'40''$ West, 58.59 feet;

Course No. 3: run thence, South $46^{\circ}12'36''$ West, along last said tangency, a distance of 297.15 feet, to a point;

Course No. 4: run thence, North $64^{\circ}16'24''$ West, a distance of 149.45 feet, to a point;

Course No. 5: run thence, North $46^{\circ}01'50''$ East, a distance of 377.74 feet, to a point;

Course No. 6: run thence, North $43^{\circ}38'06''$ East, a distance of 144.51 feet, to a point;

Course No. 7: run thence, North $33^{\circ}25'24''$ East, a distance of 35.98 feet, to a point;

Course No. 8: run thence, North $69^{\circ}09'18''$ West, a distance of 91.66 feet, to a point;

Course No. 9: run thence, North $25^{\circ}27'24''$ East, a distance of 142.66 feet, to a point;

Course No. 10: run thence, North $43^{\circ}57'15''$ East, a distance of 57.69 feet, to a point;

Course No. 11: run thence, North $11^{\circ}15'00''$ East, a distance of 25.00 feet, to a point;

Course No. 12: run thence, North $79^{\circ}03'58''$ West, a distance of 27.28 feet, to a point;

Course No. 13: run thence, North $10^{\circ}56'02''$ East, a distance of 17.72 feet, to the point of curvature, of a curve leading northwesterly;

Course No. 14: run thence northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 25.00 feet, through a central angle of $97^{\circ}31'32''$ to the left, an arc distance of 42.55 feet, to the point of

tangency of last said curve, said arc being subtended by a chord bearing and distance of North 37°49'44" West, 37.60 feet;

Course No. 15: run thence, North 86°35'30" West, along last said tangency, a distance of 38.41 feet, to a point;

Course No. 16: run thence, North 52°51'56" East, a distance of 65.64 feet, to a point;

Course No. 17: run thence, South 75°46'44" East, a distance of 50.75 feet, to a point;

Course No. 18: run thence, North 57°24'33" East, a distance of 34.90 feet, to the point of curvature, of a curve leading northerly;

Course No. 19: run thence northerly, along and around the arc of a curve, being concave westerly, and having a radius of 20.00 feet, through a central angle of 63°16'24" to the left, an arc distance of 22.09 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 25°46'21" East, 20.98 feet;

Course No. 19: run thence, North 05°51'51" West, along last said tangency, a distance of 49.19 feet, to the point of curvature, of a curve leading northwesterly;

Course No. 20: run thence northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 20.00 feet, through a central angle of 64°38'41", an arc distance of 22.57 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 38°11'12" West, 21.39 feet;

Course No. 21: run thence, North 70°30'32" West, along last said tangency, a distance of 59.89 feet;

Course No. 22: run thence, North 61°15'17" West, a distance of 43.50 feet, to a point;

Course No. 23: run thence, North 57°54'44" West, a distance of 57.24 feet, to a point;

Course No. 24: run thence, North 69°57'02" West, a distance of 54.94 feet, to a point;

Course No. 25: run thence, North 54°31'31" West, a distance of 105.93 feet, to a point;

Course No. 26: run thence, North 69°16'29" West, a distance of 74.36 feet, to a point;

Course No. 27: run thence, North 85°42'11" West, a distance of 54.27 feet, to a point;

Course No. 28: run thence, North 74°00'29" West, a distance of 25.50 feet, to a point;

Course No. 29: run thence, North 39°35'13" West, a distance of 39.79 feet, to the point of curvature, of a curve leading westerly;

Course No. 30: run thence westerly, along and around the arc of a curve, being concave southerly, and having a radius of 20.00 feet, through a central angle of 54°50'25" to the left, an arc distance of 19.14 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 67°00'26" West, 18.42 feet;

Course No. 31: run thence, South 85°34'22" West, along last said tangency, a distance of 49.18 feet, to a point;

Course No. 32: run thence, North 76°32'47" West, a distance of 61.55 feet, to a point;

Course No. 33: run thence, North 25°15'01" West, a distance of 57.80 feet, to a point;

Course No. 34: run thence, North 03°19'52" East, a distance of 30.31 feet, to a point;

Course No. 35: run thence, North 57°10'46" East, a distance of 37.08 feet, to a point;

Course No. 36: run thence, North 36°22'57" East, a distance of 51.30 feet, to a point;

Course No. 37: run thence, North 64°49'11" East, a distance of 54.86 feet, to a point;

Course No. 38: run thence, North 51°33'01" East, a distance of 56.52 feet, to a point;

Course No. 39: run thence, South 85°33'51" East, a distance of 44.63 feet, to the point of curvature, of a curve leading northerly;

Course No. 40: run thence northerly, along and around the arc of a curve, being concave northwesterly, and having a radius of 20.00 feet, through a central angle of 89°39'58" to the left, an arc distance of 31.30 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 49°36'10" East, 28.20 feet;

Course No. 41: run thence, North 04°46'10" East, along last said tangency, a distance of 29.28 feet, to a point;

Course No. 42: run thence, North 51°07'26" East, a distance of 46.75 feet, to a point;

Course No. 43: run thence, North 75°56'25" East, a distance of 85.45 feet, to a point;

Course No. 44: run thence, North 84°36'51" East, a distance of 122.32 feet, to a point;

Course No. 45: run thence, South 87°02'14" East, a distance of 77.58 feet, to the point of curvature, of a curve leading northeasterly;

Course No. 46: run thence northeasterly, along and around the arc of a curve, being concave northerly, and having a radius of 20.00 feet, through a central angle of 55°58'16" to the left, an arc distance of 19.54 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 64°58'38" East, 18.77 feet;

Course No. 47: run thence, North 36°59'30" East, along last said tangency, a distance of 51.37 feet, to a point;

Course No. 48: run thence, North 77°19'55" East, a distance of 23.77 feet, to a point;

Course No. 49: run thence, South 45°18'27" East, a distance of 99.34 feet, to the point of curvature, of a curve leading northeasterly;

Course No. 50: run thence northeasterly, along and around the arc of a curve, being concave northerly, and having a radius of 20.00 feet, through a central

angle of $114^{\circ}30'15''$ to the left, an arc distance of 39.97 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $77^{\circ}26'25''$ East, 33.64 feet;

Course No. 51: run thence, North $20^{\circ}11'18''$ East, along last said tangency, a distance of 38.40 feet, to a point;

Course No. 52: run thence, North $03^{\circ}21'10''$ East, a distance of 63.91 feet, to a point;

Course No. 53: run thence, North $56^{\circ}53'28''$ East, a distance of 65.60 feet, to a point;

Course No. 54: run thence, South $73^{\circ}28'38''$ East, a distance of 26.32 feet, to a point;

Course No. 55: run thence, North $82^{\circ}37'42''$ East, a distance of 72.75 feet, to a point;

Course No. 56: run thence, North $52^{\circ}45'31''$ East, a distance of 57.68 feet, to a point;

Course No. 57: run thence, North $65^{\circ}19'11''$ East, a distance of 76.69 feet, to a point;

Course No. 58: run thence, North $77^{\circ}39'44''$ East, a distance of 49.62 feet, to the point of curvature, of a curve leading northerly;

Course No. 59: run thence northerly, along and around the arc of a curve, being concave westerly, and having a radius of 25.00 feet, through a central angle of $118^{\circ}37'08''$ to the left, an arc distance of 51.76 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $18^{\circ}21'10''$ East, 43.00 feet;

Course No. 60: run thence, North $40^{\circ}57'24''$ West, along last said tangency, a distance of 46.60 feet, to the point of curvature, of a curve leading westerly;

Course No. 61: run thence, westerly, along and around the arc of a curve, being concave southerly, and having a radius of 25.01 feet, through a central angle of $66^{\circ}30'15''$ to the left, an arc distance of 29.03 feet, to a point of cusp of last said curve, said arc being subtended by a chord bearing and distance of North $74^{\circ}13'21''$ West, 27.43 feet;

Course No. 62: run thence, North $17^{\circ}56'51''$ West, along last said tangency, a distance of 28.66 feet, to a point;

Course No. 63: run thence, North $56^{\circ}05'43''$ East, a distance of 113.15 feet, to a point;

Course No. 64: run thence, South $45^{\circ}09'37''$ East, a distance of 37.73 feet, to the point of curvature, of a curve leading easterly;

Course No. 65: run thence easterly, along and around the arc of a curve, being concave northerly, and having a radius of 25.00 feet, through a central angle of $120^{\circ}17'00''$ to the left, an arc distance of 52.48 feet, to a point, last said arc being subtended by a chord bearing and distance of North $74^{\circ}41'53''$ East, 43.36 feet;

Course No. 66: run thence, North $14^{\circ}33'23''$ East, along last said tangency, a distance of 114.32 feet;

Course No. 67: run thence, North $29^{\circ}49'05''$ West, a distance of 44.48 feet, to a point;

Course No. 68: run thence, North 10°57'14" East, a distance of 52.73 feet, to a point;

Course No. 69: run thence, North 54°43'50" East, a distance of 46.17 feet, to a point;

Course No. 70: run thence, South 60°18'14" East, a distance of 16.70 feet, to a point;

Course No. 71: run thence, South 24°50'58" East, a distance of 29.22 feet, to a point;

Course No. 72: run thence, South 66°41'19" E, a distance of 538.80 feet, to a point, on the aforesaid westerly Right of Way line of LONGLEAF PARKWAY, last said point also being on the arc of a curve, leading northerly; run thence, northerly, along and around the arc of a curve, and also being the aforesaid westerly Right of Way line of LONGLEAF PARKWAY, last said arc being concave northwesterly, and having a radius of 2,135.00 feet, through a central angle of 08°24'20" to the left, an arc distance of 313.21 feet, to a point on the northerly line of the "Hallowes Tract", situated in the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, last said arc being subtended by a chord bearing and distance of North 18°27'50" East, 312.93 feet; run thence North 87°27'26" West, along last said line, (and also being the northerly boundary of "RiverTown), a distance of 3,401.15 feet, to a point on the easterly line of those lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida; run thence, South 12°53'03" West, along the aforesaid easterly line of said lands, a distance of 2,028.02 feet, to the southeast corner of said lands described and recorded in Official Records Book 702, page 89; run thence along the southerly line of said lands described and recorded in Official Records Book 702, page 989 and then along the southerly line of lands described and recorded in Official Records Book 702, page 992, all in the Public Records of said St. Johns County, Florida, the following two (2) courses and distances:

Course No. 1: run thence, South 75°52'24" West, a distance of 3,755.96 feet, to a point;

Course No. 2: run thence, North 77°07'41" West, a distance of 293.71 feet, to a point; run thence, the following fifty-seven (57) courses and distances:

Course No. 1: run thence, South 24°05'46" West, a distance of 1,005.35 feet, to a point;

Course No. 2: run thence, South 00°29'55" West, a distance of 449.34 feet, to a point;

Course No. 3: run thence, South 11°21'40" West, a distance of 379.59 feet, to a point;

Course No. 4: run thence, South 59°12'52" West, a distance of 671.93 feet, to a point;

Course No. 5: run thence, South 63°31'14" East, a distance of 448.92 feet, to a point, on the arc of a curve, leading southeasterly;

Course No. 6: run thence, southeasterly, along and around the arc of a curve, being concave northeasterly, and having a radius of 300.00 feet, through a central angle of 33°05'48" to the left, an arc distance of 173.29 feet, to the point

of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 80°04'08" East, 170.90 feet;

Course No. 7: run thence, North 83°22'57" East, along last said tangency, a distance of 232.62 feet, to the point of curvature, of a curve, leading northeasterly;

Course No. 8: run thence, northeasterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 300.00 feet, through a central angle of 30°06'17" to the left, an arc distance of 157.63 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of North 68°15'57" East, 155.82 feet;

Course No. 9: run thence, North 53°12'48" East, along last said tangency, a distance of 902.30 feet, to the point of curvature, of a curve, leading northeasterly;

Course No. 10: run thence, northeasterly, along and around the arc of a curve, being concave southerly, and having a radius of 550.00 feet, through a central angle of 54°13'27" to the right, an arc distance of 520.51 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of North 80°19'31" East, 501.31 feet;

Course No. 11: run thence, South 72°33'45" East, along last said tangency, a distance of 142.76 feet, to a point;

Course No. 12: run thence, South 17°26'15" West, a distance of 100.00 feet, to a point;

Course No. 13: run thence, South 32°32'33" West, a distance of 64.88 feet, to a point;

Course No. 14: run thence, South 48°52'26" West, a distance of 89.32 feet, to a point;

Course No. 15: run thence, South 12°31'09" East, a distance of 86.15 feet, to a point;

Course No. 16: run thence, South 15°52'52" West, a distance of 54.18 feet, to a point;

Course No. 17: run thence, North 83°22'53" West, a distance of 81.94 feet, to a point;

Course No. 18: run thence, South 57°44'09" West, a distance of 31.24 feet, to a point;

Course No. 19: run thence, South 03°39'53" East, a distance of 29.87 feet, to a point;

Course No. 20: run thence, South 06°18'56" West, a distance of 91.70 feet, to a point;

Course No. 21: run thence, South 10°27'23" East, a distance of 49.55 feet, to a point;

Course No. 22: run thence, South 54°43'22" West, a distance of 17.02 feet, to a point;

Course No. 23: run thence, South 87°11'45" West, a distance of 83.24 feet, to a point;

Course No. 24: run thence, North 51°09'39" West, a distance of 40.25 feet, to a point;

Course No. 25: run thence, North 27°13'03" West, a distance of 33.80 feet, to a point;

Course No. 26: run thence, North 37°53'50" East, a distance of 57.84 feet, to a point;

Course No. 27: run thence, North 39°27'54" West, a distance of 83.19 feet, to a point;

Course No. 28: run thence, North 13°21'39" West, a distance of 20.73 feet, to a point;

Course No. 29: run thence, North 22°47'49" West, a distance of 66.10 feet, to a point;

Course No. 30: run thence, North 43°13'12" West, a distance of 41.54 feet, to a point;

Course No. 31: run thence, North 12°50'15" West, a distance of 55.19 feet, to the point of curvature, of a curve, leading northwesterly;

Course No. 32: run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 15.00 feet, through a central angle of 77°25'58" to the left, an arc distance of 20.27 feet, to the point of tangency, of last said curve, last said arc being subtended by a chord bearing and distance of North 51°33'14" West, 18.76 feet;

Course No. 33: run thence, South 89°43'48" West, along last said tangency, a distance of 31.94 feet, to a point;

Course No. 34: run thence, North 61°08'37" West, a distance of 47.41 feet, to the point of curvature, of a curve, leading westerly;

Course No. 35: run thence, westerly, along and around the arc of a curve, being concave southerly, and having a radius of 15.00, through a central angle of 69°43'18" to the left, an arc distance of 18.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 83°59'44" West, 17.15 feet;

Course No. 36: run thence, South 49°08'05" West, along last said tangency, a distance of 60.87 feet, to a point;

Course No. 37: run thence, South 80°21'55" West, a distance of 25.62 feet, to a point;

Course No. 38: run thence, South 59°11'39" West, a distance of 32.41 feet, to a point;

Course No. 39: run thence, South 33°27'03" West, a distance of 24.29 feet, to a point;

Course No. 40: run thence, South 75°04'23" West, a distance of 99.94 feet, to a point;

Course No. 41: run thence, South 53°12'48" West, a distance of 541.61 feet, to the point of curvature, of a curve, leading southerly;

Course No. 42: run thence, southerly, along and around the arc of a curve, being concave easterly, and having a radius of 20.00 feet, through a central angle of 90°00'00" to the left, an arc distance of 31.42 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 08°12'48" West, 28.28 feet;

Course No. 43: run thence, South 36°47'12" East, a distance of 133.10 feet, to the point of curvature, of a curve, leading southeasterly;

Course No. 44: run thence, southeasterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 400.00 feet, through a central angle of 30°28'12" to the right, an arc distance of 212.72 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 21°33'06" East, 210.22 feet;

Course No. 45: run thence, South 06°18'59" East, along last said tangency, a distance of 702.14 feet, to the point of curvature, of a curve, leading southwesterly;

Course No. 46: run thence, southwesterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 300.00 feet, through a central angle of 58°31'15" to the right, an arc distance of 306.42 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 22°56'38" West, 293.27 feet;

Course No. 47: run thence, South 52°12'16" West, along last said tangency, a distance of 95.64 feet, to the point of curvature, of a curve, leading southwesterly;

Course No. 48: run thence, southwesterly, along and around the arc of a curve, being concave southeasterly, and having a radius of 300.00 feet, through a central angle of 30°17'46" to the left, an arc distance of 158.63 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 37°03'23" West, 156.79 feet;

Course No. 49: run thence, South 21°54'27" West, along last said tangency, a distance of 151.73 feet, to the point of curvature, of a curve, leading southerly;

Course No. 50: run thence, Southerly, along and around the arc of a curve, being concave easterly, and having a radius of 500.00 feet, through a central angle of 42°22'56" to the left, an arc distance of 369.85 feet, to a point, last said arc being subtended by a chord bearing and distance of South 00°42'59" West, 361.48 feet;

Course No. 51: run thence, South 69°31'29" West, departing from last said arc, a distance of 100.00 feet, to a point, on the arc of a curve, leading northerly;

Course No. 52: run thence, northerly, along and around the arc of a curve, being concave easterly, and having a radius of 600.00 feet, through a central angle of 02°51'35" to the right, an arc distance of 02°51'35" to the right, an arc distance of 29.95 feet, to a point, last said arc being subtended by a chord bearing and distance of North 19°02'43" West, 29.95 feet;

Course No. 53: run thence, South 69°21'44" West, departing from last said arc, a distance of 143.03 feet, to a point;

Course No. 54: run thence, South 85°59'26" West, a distance of 226.33 feet, to a point;

Course No. 55: run thence, South 79°31'49" West, a distance of 204.53 feet, to a point;

Course No. 56: run thence, South 40°20'58" West, a distance of 304.15 feet, to a point;

Course No. 57: run thence, South 63°03'16" West, a distance of 525.37 feet, to a point on the northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence, along the aforesaid northeasterly Right of Way line of STATE ROAD No. 13, the following four (4) courses and distances:

Course No. 1: run thence, southerly, along and around the arc of a curve, being concave westerly, and having a radius of 1,491.25 feet, through a central angle of 02°28'32" to the left, an arc distance of 64.43 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 14°20'11" West, 64.43 feet;

Course No. 2: run thence, South 15°34'27" West, along last said tangency, a distance of 457.25 feet, to the point of curvature, of a curve leading southeasterly;

Course No. 3: run thence southeasterly, along and around the arc of a curve, being concave northeasterly, and having a radius of 1,403.66 feet, through a central angle of 79°01'54" to the left, an arc distance of 1,936.16 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 23°56'30" East, 1,786.28 feet;

Course No. 4: run thence, South 63°27'26" East, along last said tangency, a distance of 3,183.96 feet, to the POINT OF BEGINNING.

The lands thus described contains 50,911,929 square feet, or 1,168.77 Acres, more or less, in area.

TOGETHER WITH

RiverTown
Rivers Edge CDD
Parcel 2
Legal Description

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, COMMENCE at the intersection of the easterly line of said Francis P. Fatio Grant, Section 39, with the easterly Right of Way line of LONGLEAF PARKWAY, as dedicated to St. Johns County, by instrument recorded in Official Records Book 3271, page 1329 of the Public Records of said St. Johns County, Florida; run thence along the aforesaid easterly Right of Way line of LONGLEAF PARKWAY, the following two (2) courses and distances:

Course No. 1: run thence, North 23°35'20" West, a distance of 781.17 feet, to the point of curvature, of a curve leading northerly;

Course No. 2: run thence Northerly, along and around the arc of a curve, being concave easterly, and having a radius of 3,435.00 feet, through a central angle of

29°11'47" to the right, an arc distance of 1,750.38 feet, to the POINT OF BEGINNING, last said arc being subtended by a chord bearing and distance of North 08°59'27" West, a distance of 1,731.50 feet.

From the POINT OF BEGINNING thus described, and thence departing from the Right of Way line of LONG LEAF PARKWAY, run the following fifty-seven (57) courses and distances:

Course No. 1: run thence, South 86°51'22" East, a distance of 165.43 feet, to a point;

Course No. 2: run thence, North 87°27'25" East, a distance of 197.94 feet, to a point;

Course No. 3: run thence, North 45°01'16" East, a distance of 74.55 feet, to a point;

Course No. 4: run thence, North 59°03'17" East, a distance of 128.09 feet, to a point;

Course No. 5: run thence, South 68°51'10" East, a distance of 146.06 feet, to a point;

Course No. 6: run thence, South 25°57'32" East, a distance of 180.71 feet, to a point;

Course No. 7: run thence, South 15°57'23" West, a distance of 191.82 feet, to a point;

Course No. 8: run thence, North 86°22'14" East, a distance of 442.64 feet, to a point;

Course No. 9: run thence, North 13°49'49" West, a distance of 781.90 feet, to a point;

Course No. 10: run thence, North 26°34'55" West, a distance of 186.59 feet, to a point;

Course No. 11: run thence, South 88°47'09" West, a distance of 122.09 feet, to a point;

Course No. 12: run thence, South 02°39'03" East, a distance of 168.85 feet, to a point;

Course No. 13: run thence, South 79°47'07" West, a distance of 272.38 feet, to a point;

Course No. 14: run thence, North 03°20'11" West, a distance of 453.06 feet, to a point;

Course No. 15: run thence, North 70°43'23" East, a distance of 279.33 feet, to a point;

Course No. 16: run thence, North 16°19'31" East, a distance of 187.60 feet, to a point;

Course No. 17: run thence, North 24°19'13" West, a distance of 149.38 feet, to a point;

Course No. 18: run thence, South 68°51'10" West, a distance of 292.13 feet, to a point;

Course No. 19: run thence, North 13°38'12" West, a distance of 149.11 feet, to a point;

Course No. 20: run thence, North 18°53'56" East, a distance of 352.75 feet, to a point;

Course No. 21: run thence, North 53°24'47" East, a distance of 191.55 feet, to a point;

Course No. 22: run thence, South 60°33'16" East, a distance of 777.13 feet, to a point;

Course No. 23: run thence, South 07°26'12" West, a distance of 305.56 feet, to a point;

Course No. 24: run thence, South 23°58'41" West, a distance of 302.77 feet, to a point;

Course No. 25: run thence, South 12°32'16" East, a distance of 202.43 feet, to a point;

Course No. 26: run thence, South 05°17'38" East, a distance of 238.14 feet, to a point;

Course No. 27: run thence, South 34°38'38" East, a distance of 224.18 feet, to a point;

Course No. 28: run thence, South 19°14'38" West, a distance of 200.00 feet, to a point;

Course No. 29: run thence, South 40°23'07" East, a distance of 230.60 feet, to a point;

Course No. 30: run thence, North 21°48'57" East, a distance of 189.20 feet, to a point;

Course No. 31: run thence, North 16°20'18" West, a distance of 453.02 feet, to a point;

Course No. 32: run thence, North 13°50'18" East, a distance of 293.96 feet, to a point;

Course No. 33: run thence, North 86°03'49" East, a distance of 302.70 feet, to a point;

Course No. 34: run thence, South 84°52'58" East, a distance of 380.67 feet, to a point;

Course No. 35: run thence, North 32°43'06" East, a distance of 602.21 feet, to a point;

Course No. 36: run thence, North 11°37'37" East, a distance of 479.70 feet, to a point;

Course No. 37: run thence, North 02°28'12" West, a distance of 509.85 feet, to a point;

Course No. 38: run thence, North 57°27'54" West, a distance of 225.81 feet, to a point;

Course No. 39: run thence, North 41°14'43" West, a distance of 198.93 feet, to a point;

Course No. 40: run thence, North 29°31'46" West, a distance of 167.20 feet, to a point;

Course No. 41: run thence, North 47°51'57" West, a distance of 426.59 feet, to a point;

Course No. 42: run thence, North 37°53'43" East, a distance of 187.83 feet, to a point;

Course No. 43: run thence, North 24°23'32" East, a distance of 192.89 feet, to a point;

Course No. 44: run thence, North 66°49'00" West, a distance of 104.59 feet, to a point;

Course No. 45: run thence, North 42°22'42" West, a distance of 252.67 feet, to a point;

Course No. 46: run thence, South 83°55'19" West, a distance of 634.42 feet, to a point;

Course No. 47: run thence, North 86°16'49" West, a distance of 772.74 feet, to a point;

Course No. 48: run thence, South 05°28'53" West, a distance of 140.09 feet, to a point;

Course No. 49: run thence, North 81°41'28" West, a distance of 199.18 feet, to a point;

Course No. 50: run thence, North 56°24'07" West, a distance of 208.85 feet, to a point;

Course No. 51: run thence, North 12°57'19" West, a distance of 269.86 feet, to a point;

Course No. 52: run thence, North 54°27'25" West, a distance of 251.38 feet, to a point;

Course No. 53: run thence, North 69°27'53" West, a distance of 427.89 feet, to a point;

Course No. 54: run thence, South 57°34'36" West, a distance of 146.07 feet, to a point;

Course No. 55: run thence, South 46°11'24" West, a distance of 132.45 feet, to a point;

Course No. 56: run thence, South 73°06'24" West, a distance of 101.89 feet, to a point;

Course No. 57: run thence, North 81°15'37" West, a distance of 178.41 feet, to a point on the aforesaid easterly Right of Way line of LONGLEAF PARKWAY, as dedicated to St. Johns County, by instrument recorded in Official Records Book 3271, page 1329 of the Public Records of said St. Johns County, Florida, said point also being on the arc of a curve leading southeasterly; run thence, along the aforesaid easterly Right of Way line of LONGLEAF PARKWAY, the following five (5) courses and distances:

Course No. 1: run thence southeasterly, along and around the arc of a curve, having a radius of 1,135.00 feet, through a central angle of 45°49'15" to the left, an arc distance of 907.69 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of South 16°08'32" East, 883.69 feet;

Course No. 2: run thence, South 39°03'09" East, along last said tangency, a distance of 1,068.36 feet, to the point of curvature, of a curve leading southerly;

Course No. 3: run thence southerly, along and around the arc of a curve, being concave westerly, and having a radius of 1,865.00 feet, through a central angle of 51°25'48" to the right, an arc distance of 1,674.07 feet, to the point of tangency

of last said curve, said arc being subtended by a chord bearing and distance of South 13°20'15" East, 1,618.43 feet;

Course No. 4: run thence South 12°22'39" West, along last said tangency, a distance of 204.31 feet, to the point of curvature, of a curve leading southerly;

Course No. 5: run thence, southerly, along and around the arc of a curve, being concave easterly, and having a radius of 3,435.00 feet, through a central angle of 06°46'13" to the left, an arc distance of 405.90 feet, to the POINT OF BEGINNING, last said arc being subtended by a chord bearing and distance of South 08°59'33" West, 405.66 feet.

The lands thus described contains 7,702,666 square feet, or 176.83 acres, more or less, in area.

TOGETHER WITH

RiverTown
Rivers Edge CDD
Parcel 3
Legal Description

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the intersection of the northerly monumented line of the "Hallowes Tract", situated in the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, St. Johns County, Florida, with the easterly Right of Way line of LONGLEAF PARKWAY, as dedicated to St. Johns County, by instrument recorded in Official Records Book 3271, page 1329 of the Public Records of said St. Johns County, Florida; run thence, along the aforesaid easterly Right of Way line of LONGLEAF PARKWAY, the following three (3) courses and distances:

Course No. 1: run thence, South 12°29'01" West, along last said tangency, a distance of 25.01 feet, to the point of curvature, of a curve leading southerly;

Course No. 2: run thence southerly, along and around the arc of a curve, being concave westerly, and having a radius of 2,265.00 feet, through a central angle of 21°01'35" to the right, an arc distance of 831.21 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 24°43'43" West, 826.55 feet;

Course No. 3: run thence, South 35°10'21" West, along last said tangency, a distance of 451.89 feet, to a point; run thence, the following twenty-one (21) Courses and Distances:

Course No. 1: run thence, North 80°40'52" East, a distance of 135.19 feet, to a point;

Course No. 2: run thence, South 54°29'03" East, a distance of 98.14 feet, to a point;

Course No. 3: run thence, South 18°29'38" East, a distance of 181.64 feet, to a point;

Course No. 4: run thence, South 32°47'00" West, a distance of 114.35 feet, to a point;

Course No. 5: run thence, South 36°48'10" West, a distance of 25.21 feet, to a point;

Course No. 6: run thence, South 89°52'11" West, a distance of 34.21 feet, to a point;

Course No. 7: run thence, North 33°16'42" West, a distance of 20.12 feet, to a point;

Course No. 8: run thence, North 59°04'57" West, a distance of 39.75 feet, to a point of curvature, of a curve leading westerly;

Course No. 9: run thence, westerly, along and around the arc of a curve, being concave southerly, and having a radius of 27.00 feet, through a central angle of 99°46'32" to the left, an arc distance of 47.00 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 64°21'38" West, 41.28 feet;

Course No. 10: run thence, South 63°47'22" West, along last said tangency, a distance of 35.64 feet, to a point;

Course No. 11: run thence, North 60°45'13" West, a distance of 46.00 feet, to a point;

Course No. 12: run thence, North 10°46'45" West, a distance of 15.93 feet, to a point;

Course No. 13: run thence, North 43°39'57" East, a distance of 18.00 feet, to the point of curvature, of a curve leading northwesterly;

Course No. 14: run thence, Northwesterly, along and around the arc of a curve, being concave westerly, and having a radius of 25.14 feet, through a central angle of 71°07'07" to the left, an arc distance of 31.20 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 07°45'39" East, a distance of 29.24 feet;

Course No. 15: run thence, North 31°58'14" West, along last said tangency, a distance of 62.40 feet, to a point;

Course No. 16: run thence, North 04°54'22" West, a distance of 12.89 feet, to a point;

Course No. 17: run thence, North 15°06'27" East, a distance of 73.07 feet, to a point;

Course No. 18: run thence, South 85°11'06" West, a distance of 7.37 feet, to a point;

Course No. 19: run thence, South 35°10'24" West, a distance of 13.90 feet, to a point;

Course No. 20: run thence, North 54°49'43" West, a distance of 16.38 feet, to a point;

Course No. 21: run thence, North 74°25'32" West, a distance of 21.23 feet, to a point on the aforesaid easterly Right of Way line of LONGLEAF PARKWAY; run thence, along the aforesaid easterly Right of Way line of LONGLEAF PARKWAY, the following two (2) Courses and Distances:

Course No. 1: run thence, South 35°10'21" West, a distance of 796.57 feet, to the point of curvature, of a curve leading southerly;

Course No. 2: run thence southerly, along and around the arc of a curve, being concave easterly, and having a radius of 1,135.00 feet, through a central angle of 01°52'43" to the left, an arc distance of 37.21 feet, to a point, last said arc being subtended by a chord bearing and distance of South 34°14'00" West, 37.21 feet; thence departing from aforesaid easterly Right of Way line of LONGLEAF PARKWAY, run the following forty-four (44) courses and distances:

Course No. 1: run thence, South 39°31'38" East, a distance of 95.44 feet, to a point;

Course No. 2: run thence, South 20°04'17" East, a distance of 23.59 feet, to a point;

Course No. 3: run thence, South 66°22'21" East, a distance of 55.52 feet, to a point;

Course No. 4: run thence, South 75°38'36" East, a distance of 88.02 feet, to a point;

Course No. 5: run thence, North 44°33'25" East, a distance of 31.09 feet, to a point;

Course No. 6: run thence, South 73°01'28" East, a distance of 32.05 feet, to a point;

Course No. 7: run thence, North 68°20'59" East, a distance of 44.36 feet, to a point;

Course No. 8: run thence, North 34°52'01" East, a distance of 34.02 feet, to a point;

Course No. 9: run thence, North 16°26'59" East, a distance of 63.84 feet, to a point;

Course No. 10: run thence, North 02°50'58" East, a distance of 54.85 feet, to a point;

Course No. 11: run thence, North 19°50'06" East, a distance of 192.04 feet, to a point;

Course No. 12: run thence, South 45°19'40" West, a distance of 220.69 feet, to a point;

Course No. 13: run thence, South 53°28'01" East, a distance of 307.94 feet, to a point;

Course No. 14: run thence South 38°54'02" West, a distance of 262.98 feet, to a point;

Course No. 15: run thence, South 62°26'40" East, a distance of 546.97 feet, to a point;

Course No. 16: run thence, South 84°14'30" East, a distance of 293.57 feet, to a point;

Course No. 17: run thence, North 38°21'30" East, a distance of 198.18 feet, to a point;

Course No. 18: run thence, South 78°55'42" East, a distance of 374.19 feet, to a point;

Course No. 19: run thence, South 70°08'51" East, a distance of 334.88 feet, to a point;

Course No. 20: run thence, South 82°37'22" East, a distance of 405.56 feet, to a point;

Course No. 21: run thence, North 56°48'12" East, a distance of 760.14 feet, to a point;

Course No. 22: run thence, South 46°49'47" East, a distance of 365.43 feet, to a point;

Course No. 23: run thence, South 08°21'43" East, a distance of 450.94 feet, to a point;

Course No. 24: run thence, South 19°21'42" East, a distance of 754.67 feet, to a point;

Course No. 25: run thence, South 35°33'27" East, a distance of 280.59 feet, to a point;

Course No. 26: run thence, South 77°40'11" East, a distance of 178.16 feet, to a point;

Course No. 27: run thence, North 24°47'28" West, a distance of 155.66 feet, to a point;

Course No. 28: run thence, North 33°07'50" East, a distance of 149.27 feet, to a point;

Course No. 29: run thence, North 82°41'58" East, a distance of 213.86 feet, to a point;

Course No. 30: run thence, South 38°23'17" East, a distance of 332.83 feet, to a point;

Course No. 31: run thence, North 83°17'12" East, a distance of 176.85 feet, to a point;

Course No. 32: run thence, North 03°17'30" East, a distance of 303.94 feet, to a point;

Course No. 33: run thence, North 27°42'41" West, a distance of 184.93 feet, to a point;

Course No. 34: run thence, North 53°31'56" West, a distance of 505.15 feet, to a point;

Course No. 35: run thence, North 29°20'18" West, a distance of 455.13 feet, to a point;

Course No. 36: run thence, North 12°00'41" East, a distance of 246.00 feet, to a point;

Course No. 37: run thence, North 56°00'07" East, a distance of 672.90 feet, to a point;

Course No. 38: run thence, South 74°42'42" East, a distance of 840.14 feet, to a point;

Course No. 39: run thence, South 37°10'19" East, a distance of 587.70 feet, to a point;

Course No. 40: run thence, South 71°09'39" East, a distance of 145.31 feet, to a point;

Course No. 41: run thence, North 86°27'14" East, a distance of 133.42 feet, to a point;

Course No. 42: run thence, South 75°15'23" East, a distance of 108.54 feet, to a point;

Course No. 43: run thence, South 82°55'52" East, a distance of 166.38 feet, to a point;

Course No. 44: run thence, South 58°52'20" East, a distance of 282.11 feet, to a point on the monumented easterly line of said Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, St. Johns County, Florida; run thence along said easterly line of said Francis P. Fatio Grant, Section 39, (and also being the monumented westerly line of Section 28, Township 5 South, Range 27 East, and also being the monumented westerly line of COUNTRYSIDE, as shown on the plat thereof, recorded in Map Book 40, pages 1 through 16, of the Public Records of St. Johns, County, Florida); run thence, North 41°27'16" East, along last said line, a distance of 3,429.52 feet, to a point on the aforesaid northerly line of Rivertown, and also being the northerly line of "The Hallows Tract", situated in aforesaid Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; run thence, along last said line, the following two (2) courses and distances:

Course No. 1: run thence, North 87°17'21" West, a distance of 5,275.53 feet, to a point;

Course No. 2: run thence, N 87°27'26" West, a distance of 560.74 feet, to a point, being the most northeasterly corner of BARTRAM TRAIL HIGH SCHOOL, as described in that instrument, recorded in Official Records Book 1400, page 1204, of the Public Records of St. Johns County, Florida; run thence, along the boundaries of aforesaid lands described and recorded in Official Records Book 1400, page 1204 of said Public Records, the following fifteen (15) courses and distances:

Course No. 1: run thence, South 29°55'50" East, a distance of 1,405.58 feet, to a point;

Course No. 2: run thence, South 27°50'21" West, a distance of 414.04 feet, to a point;

Course No. 3: run thence, South 49°06'30" West, a distance of 480.59 feet, to a point;

Course No. 4: run thence, South 48°52'37" West, a distance of 831.78 feet, to a point;

Course No. 5: run thence, North 82°37'22" West, a distance of 375.87 feet, to a point;

Course No. 6: run thence, North 66°18'34" West, a distance of 290.82 feet, to a point;

Course No. 7: run thence, North 37°49'12" West, a distance of 138.56 feet, to a point;

Course No. 8: run thence, South 83°31'47" West, a distance of 438.97 feet, to a point;

Course No. 9: run thence, North 50°01'20" West, a distance of 672.15 feet, to a point;

Course No. 10: run thence, North 24°04'44" East, a distance of 767.51 feet, to a point;

Course No. 11: run thence, North 06°15'54" West, a distance of 461.02 feet, to a point;

Course No. 12: run thence, North 43°43'33" West, a distance of 242.38 feet, to a point;

Course No. 13: run thence, North 29°41'23" West, a distance of 105.05 feet, to a point;

Course No. 14: run thence, North 22°50'52" East, a distance of 170.75 feet, to a point;

Course No. 15: run thence, North 46°48'23" East, a distance of 414.48 feet, to a point on the aforesaid northerly line of "The Hallows Tract", situated in aforesaid Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, and also being the northwesterly corner of said BARTRAM TRAIL HIGH SCHOOL; run thence North 87°27'26" West, along the northerly line of said "Hallows Tract", Section 39, a distance of 211.53 feet, to a point on the easterly Right of Way line of LONGLEAF PARKWAY, and the POINT OF BEGINNING.

The lands thus described contains 12,416,635 square feet, or 285.04 Acres, more or less, in area.

LESS AND EXCPET THE FOLLOWING PLATS:

- a) Plat of RIVERTOWN MAIN STREET DISTRICT-SECTION 1, as recorded in Map Book 63, pages 36 through 46 of the Public Records of St. Johns County.
- b) Plat of RIVERTOWN MAIN STREET DISTRICT-SECTION 2, as recorded in Map Book 64, pages 28 through 37 of the Public Records of St. Johns County.
- c) Plat of RIVERTOWN MAIN STREET DISTRICT-SECTION 2-A, as recorded in Map Book 66, pages 41 through 44 of the Public Records of St. Johns County.
- d) Plat of RIVERTOWN LAKES UNIT 1, as recorded in Map Book 69, pages 100 through 107 of the Public Records of St. Johns County.
- e) Plat of RIVERTOWN LAKES UNIT 2, as recorded in Map Book 67, pages 8 through 13 of the Public Records of St. Johns County.
- f) Plat of RIVERTOWN BOULEVARD and KENDALL CROSSING DRIVE EXTENSION, as recorded in Map Book 67, pages 33 through 35 of the Public Records of St. Johns County.
- g) Plat of RIVERTOWN LANDINGS, as recorded in Map Book 69, pages 20 through 39 of the Public Records of St. Johns County.

BOND PRICING

Rivers Edge Community Development District
 Capital Improvement Revenue Bonds, Series 2018
 (St. Johns County, Florida)

FINAL NUMBERS

Pricing Date:

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price
Term Bond 2023:	05/01/2023	76881X AF8	450,000	4.100%	4.100%	100.000
Term Bond 2028:	05/01/2028	76881X AG6	685,000	4.800%	4.800%	100.000
Term Bond 2038:	05/01/2038	76881X AH4	2,025,000	5.200%	5.200%	100.000
Term Bond 2049:	05/01/2049	76881X AJ0	3,890,000	5.350%	5.350%	100.000
			7,050,000			

Dated Date	05/17/2018	
Delivery Date	05/17/2018	
First Coupon	11/01/2018	
Par Amount	7,050,000.00	
Original Issue Discount		
Production	7,050,000.00	100.000000%
Underwriter's Discount	-141,000.00	-2.000000%
Purchase Price	6,909,000.00	98.000000%
Accrued Interest		
Net Proceeds	6,909,000.00	

FORM 8038 STATISTICS

Rivers Edge Community Development District
 Capital Improvement Revenue Bonds, Series 2018
 (St. Johns County, Florida)

FINAL NUMBERS

Pricing Date:

Dated Date 05/17/2018
 Delivery Date 05/17/2018

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Bond 2023:						
	05/01/2020	105,000.00	4.100%	100.000	105,000.00	105,000.00
	05/01/2021	110,000.00	4.100%	100.000	110,000.00	110,000.00
	05/01/2022	115,000.00	4.100%	100.000	115,000.00	115,000.00
	05/01/2023	120,000.00	4.100%	100.000	120,000.00	120,000.00
Term Bond 2028:						
	05/01/2024	125,000.00	4.800%	100.000	125,000.00	125,000.00
	05/01/2025	130,000.00	4.800%	100.000	130,000.00	130,000.00
	05/01/2026	135,000.00	4.800%	100.000	135,000.00	135,000.00
	05/01/2027	145,000.00	4.800%	100.000	145,000.00	145,000.00
	05/01/2028	150,000.00	4.800%	100.000	150,000.00	150,000.00
Term Bond 2038:						
	05/01/2029	160,000.00	5.200%	100.000	160,000.00	160,000.00
	05/01/2030	165,000.00	5.200%	100.000	165,000.00	165,000.00
	05/01/2031	175,000.00	5.200%	100.000	175,000.00	175,000.00
	05/01/2032	185,000.00	5.200%	100.000	185,000.00	185,000.00
	05/01/2033	195,000.00	5.200%	100.000	195,000.00	195,000.00
	05/01/2034	205,000.00	5.200%	100.000	205,000.00	205,000.00
	05/01/2035	215,000.00	5.200%	100.000	215,000.00	215,000.00
	05/01/2036	230,000.00	5.200%	100.000	230,000.00	230,000.00
	05/01/2037	240,000.00	5.200%	100.000	240,000.00	240,000.00
	05/01/2038	255,000.00	5.200%	100.000	255,000.00	255,000.00
Term Bond 2049:						
	05/01/2039	265,000.00	5.350%	100.000	265,000.00	265,000.00
	05/01/2040	280,000.00	5.350%	100.000	280,000.00	280,000.00
	05/01/2041	295,000.00	5.350%	100.000	295,000.00	295,000.00
	05/01/2042	315,000.00	5.350%	100.000	315,000.00	315,000.00
	05/01/2043	330,000.00	5.350%	100.000	330,000.00	330,000.00
	05/01/2044	350,000.00	5.350%	100.000	350,000.00	350,000.00
	05/01/2045	370,000.00	5.350%	100.000	370,000.00	370,000.00
	05/01/2046	390,000.00	5.350%	100.000	390,000.00	390,000.00
	05/01/2047	410,000.00	5.350%	100.000	410,000.00	410,000.00
	05/01/2048	430,000.00	5.350%	100.000	430,000.00	430,000.00
	05/01/2049	455,000.00	5.350%	100.000	455,000.00	455,000.00
		7,050,000.00			7,050,000.00	7,050,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	05/01/2049	5.350%	455,000.00	455,000.00		
Entire Issue			7,050,000.00	7,050,000.00	20.1875	5.2601%

FORM 8038 STATISTICS

Rivers Edge Community Development District
Capital Improvement Revenue Bonds, Series 2018
(St. Johns County, Florida)

FINAL NUMBERS

Pricing Date:

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	337,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	117,511.25

SOURCES AND USES OF FUNDS

Rivers Edge Community Development District
 Capital Improvement Revenue Bonds, Series 2018
 (St. Johns County, Florida)
 FINAL NUMBERS
 Pricing Date:

Sources:

Bond Proceeds:	
Par Amount	7,050,000.00
	<u>7,050,000.00</u>

Uses:

Project Fund Deposits:	
Project Fund	6,064,582.14
Other Fund Deposits:	
Debt Service Reserve Fund @ 25% of MADS	117,511.25
Capitalized Interest Fund	<u>530,906.61</u>
	648,417.86
Delivery Date Expenses:	
Cost of Issuance	196,000.00
Underwriter's Discount	<u>141,000.00</u>
	337,000.00
	<u>7,050,000.00</u>

BOND SUMMARY STATISTICS

Rivers Edge Community Development District
 Capital Improvement Revenue Bonds, Series 2018
 (St. Johns County, Florida)

FINAL NUMBERS

Pricing Date:

Dated Date	05/17/2018
Delivery Date	05/17/2018
Last Maturity	05/01/2049
Arbitrage Yield	5.260097%
True Interest Cost (TIC)	5.433479%
Net Interest Cost (NIC)	5.379973%
All-In TIC	5.683744%
Average Coupon	5.280901%
Average Life (years)	20.187
Duration of Issue (years)	11.904
Par Amount	7,050,000.00
Bond Proceeds	7,050,000.00
Total Interest	7,515,866.61
Net Interest	7,656,866.61
Total Debt Service	14,565,866.61
Maximum Annual Debt Service	470,045.00
Average Annual Debt Service	470,541.28
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Term Bond 2023	450,000.00	100.000	4.100%	3.511
Term Bond 2028	685,000.00	100.000	4.800%	8.050
Term Bond 2038	2,025,000.00	100.000	5.200%	15.889
Term Bond 2049	3,890,000.00	100.000	5.350%	26.492
	7,050,000.00			20.187

BOND SUMMARY STATISTICS

Rivers Edge Community Development District
 Capital Improvement Revenue Bonds, Series 2018
 (St. Johns County, Florida)

FINAL NUMBERS

Pricing Date:

	TIC	All-In TIC	Arbitrage Yield
	_____	_____	_____
Par Value	7,050,000.00	7,050,000.00	7,050,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-141,000.00	-141,000.00	
- Cost of Issuance Expense		-196,000.00	
- Other Amounts			
	_____	_____	_____
Target Value	6,909,000.00	6,713,000.00	7,050,000.00
Target Date	05/17/2018	05/17/2018	05/17/2018
Yield	5.433479%	5.683744%	5.260097%

BOND PRICING

Rivers Edge Community Development District
 Capital Improvement Revenue Bonds, Series 2018
 (St. Johns County, Florida)

FINAL NUMBERS

Pricing Date:

Bond Component	Maturity Date	CUSIP	Amount	Rate	Yield	Price
Term Bond 2023:	05/01/2023	76881X AF8	450,000	4.100%	4.100%	100.000
Term Bond 2028:	05/01/2028	76881X AG6	685,000	4.800%	4.800%	100.000
Term Bond 2038:	05/01/2038	76881X AH4	2,025,000	5.200%	5.200%	100.000
Term Bond 2049:	05/01/2049	76881X AJ0	3,890,000	5.350%	5.350%	100.000
			7,050,000			

Dated Date	05/17/2018	
Delivery Date	05/17/2018	
First Coupon	11/01/2018	
Par Amount	7,050,000.00	
Original Issue Discount		
Production	7,050,000.00	100.000000%
Underwriter's Discount	-141,000.00	-2.000000%
Purchase Price	6,909,000.00	98.000000%
Accrued Interest		
Net Proceeds	6,909,000.00	

COST OF ISSUANCE

Rivers Edge Community Development District
Capital Improvement Revenue Bonds, Series 2018
(St. Johns County, Florida)

FINAL NUMBERS

Pricing Date:

Cost of Issuance	\$/1000	Amount
Bond Counsel	7.09220	50,000.00
District Counsel	5.67376	40,000.00
Trustee	0.81560	5,750.00
Trustee's Counsel	0.74468	5,250.00
Engineer	1.77305	12,500.00
District Manager	2.12766	15,000.00
Assessment Consultant	2.83688	20,000.00
Underwriter's Counsel	5.31915	37,500.00
Dissemination Agent	0.70922	5,000.00
Electronic Distribution	0.21277	1,500.00
Contingency	0.49645	3,500.00
	27.80142	196,000.00

BOND DEBT SERVICE

Rivers Edge Community Development District
 Capital Improvement Revenue Bonds, Series 2018
 (St. Johns County, Florida)

FINAL NUMBERS

Pricing Date:

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2018			166,161.61	166,161.61	166,161.61
05/01/2019			182,372.50	182,372.50	
11/01/2019			182,372.50	182,372.50	364,745.00
05/01/2020	105,000	4.100%	182,372.50	287,372.50	
11/01/2020			180,220.00	180,220.00	467,592.50
05/01/2021	110,000	4.100%	180,220.00	290,220.00	
11/01/2021			177,965.00	177,965.00	468,185.00
05/01/2022	115,000	4.100%	177,965.00	292,965.00	
11/01/2022			175,607.50	175,607.50	468,572.50
05/01/2023	120,000	4.100%	175,607.50	295,607.50	
11/01/2023			173,147.50	173,147.50	468,755.00
05/01/2024	125,000	4.800%	173,147.50	298,147.50	
11/01/2024			170,147.50	170,147.50	468,295.00
05/01/2025	130,000	4.800%	170,147.50	300,147.50	
11/01/2025			167,027.50	167,027.50	467,175.00
05/01/2026	135,000	4.800%	167,027.50	302,027.50	
11/01/2026			163,787.50	163,787.50	465,815.00
05/01/2027	145,000	4.800%	163,787.50	308,787.50	
11/01/2027			160,307.50	160,307.50	469,095.00
05/01/2028	150,000	4.800%	160,307.50	310,307.50	
11/01/2028			156,707.50	156,707.50	467,015.00
05/01/2029	160,000	5.200%	156,707.50	316,707.50	
11/01/2029			152,547.50	152,547.50	469,255.00
05/01/2030	165,000	5.200%	152,547.50	317,547.50	
11/01/2030			148,257.50	148,257.50	465,805.00
05/01/2031	175,000	5.200%	148,257.50	323,257.50	
11/01/2031			143,707.50	143,707.50	466,965.00
05/01/2032	185,000	5.200%	143,707.50	328,707.50	
11/01/2032			138,897.50	138,897.50	467,605.00
05/01/2033	195,000	5.200%	138,897.50	333,897.50	
11/01/2033			133,827.50	133,827.50	467,725.00
05/01/2034	205,000	5.200%	133,827.50	338,827.50	
11/01/2034			128,497.50	128,497.50	467,325.00
05/01/2035	215,000	5.200%	128,497.50	343,497.50	
11/01/2035			122,907.50	122,907.50	466,405.00
05/01/2036	230,000	5.200%	122,907.50	352,907.50	
11/01/2036			116,927.50	116,927.50	469,835.00
05/01/2037	240,000	5.200%	116,927.50	356,927.50	
11/01/2037			110,687.50	110,687.50	467,615.00
05/01/2038	255,000	5.200%	110,687.50	365,687.50	
11/01/2038			104,057.50	104,057.50	469,745.00
05/01/2039	265,000	5.350%	104,057.50	369,057.50	
11/01/2039			96,968.75	96,968.75	466,026.25
05/01/2040	280,000	5.350%	96,968.75	376,968.75	
11/01/2040			89,478.75	89,478.75	466,447.50
05/01/2041	295,000	5.350%	89,478.75	384,478.75	
11/01/2041			81,587.50	81,587.50	466,066.25
05/01/2042	315,000	5.350%	81,587.50	396,587.50	
11/01/2042			73,161.25	73,161.25	469,748.75
05/01/2043	330,000	5.350%	73,161.25	403,161.25	
11/01/2043			64,333.75	64,333.75	467,495.00
05/01/2044	350,000	5.350%	64,333.75	414,333.75	

BOND DEBT SERVICE

Rivers Edge Community Development District
 Capital Improvement Revenue Bonds, Series 2018
 (St. Johns County, Florida)

FINAL NUMBERS

Pricing Date:

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2044			54,971.25	54,971.25	469,305.00
05/01/2045	370,000	5.350%	54,971.25	424,971.25	
11/01/2045			45,073.75	45,073.75	470,045.00
05/01/2046	390,000	5.350%	45,073.75	435,073.75	
11/01/2046			34,641.25	34,641.25	469,715.00
05/01/2047	410,000	5.350%	34,641.25	444,641.25	
11/01/2047			23,673.75	23,673.75	468,315.00
05/01/2048	430,000	5.350%	23,673.75	453,673.75	
11/01/2048			12,171.25	12,171.25	465,845.00
05/01/2049	455,000	5.350%	12,171.25	467,171.25	
11/01/2049					467,171.25
	7,050,000		7,515,866.61	14,565,866.61	14,565,866.61

FOURTH ORDER OF BUSINESS

**This Instrument Prepared by
and return to:**

**Jennifer Kilinski, Esq.
HOPPING GREEN & SAMS, P.A.
Post Office Box 6526
Tallahassee, Florida 32314**

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT'S
NOTICE OF SERIES 2018 SPECIAL ASSESSMENTS**

PLEASE TAKE NOTICE that the Board of Supervisors of the Rivers Edge Community Development District ("**District**") in accordance with Chapters 170, 190 and 197, *Florida Statutes*, adopted Resolution Numbers 2016-02, 2016-03, 2016-05 and 2018-06 ("**2018 Assessment Resolutions**") providing for, levying and setting forth the terms of non-ad valorem special assessments on real property within the boundaries of the District that are specially benefitted by the 2018 Project (hereinafter defined) for improvements described in the District's adopted *Amended and Restated Master Improvement Plan*, dated April 2, 2018 ("**Master Engineer's Report**"), as supplemented by the Engineer's Report Series 2018 Bonds, dated April 2, 2018 ("**2018 Engineer's Report**", and as it relates to the project provided for therein, "**2018 Project**"). To finance a portion of the costs of the 2018 Project, the District issued its \$7,050,000 Rivers Edge Community Development District Capital Improvement Revenue Bonds, Series 2018, which are secured by the non-ad valorem assessments levied by the 2018 Assessment Resolutions ("**2018 Assessments**"). The legal description of the lands on which said 2018 Assessments are imposed is attached to this Notice as **Exhibit A**. As provided in the 2018 Assessment Resolutions, the 2018 Assessments do not apply to governmental properties

dedicated by plat, including right-of-ways or common areas. Copies of the 2018 Engineer's Report and the 2018 Assessment Resolutions may be obtained by contacting the District at:

Rivers Edge Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Phone: 904-940-5850

The 2018 Assessments provided for in the 2018 Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and the 2018 Assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed as of the ___ day of _____, 2018, and recorded in the Official Records of St. Johns County, Florida.

Witness

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name

By: _____
Chairman, Board of Supervisors

Witness

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, Chairman of the Board of Supervisors of the Rivers Edge Community Development District, who is personally known to me and did take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A

RiverTown
2018 RECDD Parcel
Legal Description

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, and in the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the most northwesterly corner of "Tract C-1" (Conservation Tract), as shown on the plat of "ENCLAVE AT RIVERTOWN PHASE TWO-A", as shown on the plat thereof, recorded in Map Book 83, pages 10 through 31, inclusively of the public records of St. Johns County, Florida said point lying on the northerly boundary of the "Rivertown PUD", (and also being the southerly line of those lands described and recorded in Official Records Book 702, page 989 of said Public Records), and run thence, along the aforesaid northerly line of "Rivertown PUD", (and also being the southerly line of said lands described and recorded in Official Records Book 702, page 989 of said Public Records), run the following two (2) courses and distances:

Course No. 1: run thence, South 75°52'24" West, a distance of 3,355.85 feet, to a point;

Course No. 2: run thence, North 77°09'41" West, a distance of 292.71 feet, to a point; run thence, the following forty-six (46) courses and distances:

Course No. 1: run thence, South 24°05'46" West, a distance of 1,005.35 feet, to a point;

Course No. 2: run thence, South 00°29'55" West, a distance of 449.33 feet, to a point;

Course No. 3: run thence, South 11°21'40" West, a distance of 379.59 feet, to a point;

Course No. 4: run thence, South 59°12'52" West, a distance of 671.93 feet, to a point;

Course No. 5: run thence, South 63°31'14" East, a distance of 448.92 feet, to a point, on the arc of a curve, leading southeasterly;

Course No. 6: run thence, southeasterly, along and around the arc of a curve, being concave northeasterly, and having a radius of 300.00 feet, through a central angle of 33°05'48" to the left, an arc distance of 173.29 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 80°04'08" East, 170.90 feet;

Course No. 7: run thence, North 83°22'57" East, along last said tangency, a distance of 232.62 feet, to the point of curvature, of a curve, leading northeasterly;

Course No. 8: run thence, northeasterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 300.00 feet, through a central angle of 30°06'17" to the left, an arc distance of 157.63 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of North 68°15'57" East, 155.82 feet;

Course No. 9: run thence, North 53°12'48" East, along last said tangency, a distance of 902.30 feet, to the point of curvature, of a curve, leading northeasterly;

Course No. 10: run thence, northeasterly, along and around the arc of a curve, being concave southerly, and having a radius of 550.00 feet, through a central angle of 54°13'27" to the right, an arc distance of 520.51 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of North 80°19'31" East, 501.31 feet;

Course No. 11: run thence, South 72°33'45" East, along last said tangency, a distance of 142.76 feet, to a point;

Course No. 12: run thence, South 17°26'15" West, a distance of 100.00 feet, to a point;

Course No. 13: run thence, South 32°32'33" West, a distance of 64.88 feet, to a point;

Course No. 14: run thence, South 48°52'26" West, a distance of 89.32 feet, to a point;

Course No. 15: run thence, South 12°31'09" East, a distance of 86.15 feet, to a point;

Course No. 16: run thence, South 15°52'52" West, a distance of 54.18 feet, to a point;

Course No. 17: run thence, North 83°22'53" West, a distance of 81.94 feet, to a point;

Course No. 18: run thence, South 57°44'09" West, a distance of 31.24 feet, to a point;

Course No. 19: run thence, South 03°39'53" East, a distance of 29.87 feet, to a point;

Course No. 20: run thence, South 06°18'56" West, a distance of 91.70 feet, to a point;

Course No. 21: run thence, South 10°27'23" East, a distance of 49.55 feet, to a point;

Course No. 22: run thence, South 54°43'22" West, a distance of 17.02 feet, to a point;

Course No. 23: run thence, South 87°11'45" West, a distance of 83.24 feet, to a point;

Course No. 24: run thence, North 51°09'39" West, a distance of 40.25 feet, to a point;

Course No. 25: run thence, North 27°13'03" West, a distance of 33.80 feet, to a point;
Course No. 26: run thence, North 37°53'50" East, a distance of 57.84 feet, to a point;
Course No. 27: run thence, North 39°27'54" West, a distance of 83.19 feet, to a point;
Course No. 28: run thence, North 13°21'39" West, a distance of 20.73 feet, to a point;
Course No. 29: run thence, North 22°47'49" West, a distance of 66.10 feet, to a point;
Course No. 30: run thence, North 43°13'12" West, a distance of 41.54 feet, to a point;
Course No. 31: run thence, North 12°50'15" West, a distance of 55.19 feet, to the point of curvature, of a curve, leading northwesterly;

Course No. 32: run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 15.00 feet, through a central angle of 77°25'58" to the left, an arc distance of 20.27 feet, to the point of tangency, of last said curve, last said arc being subtended by a chord bearing and distance of North 51°33'14" West, 18.76 feet;

Course No. 33: run thence, South 89°43'48" West, along last said tangency, a distance of 31.94 feet, to a point;

Course No. 34: run thence, North 61°08'37" West, a distance of 47.41 feet, to the point of curvature, of a curve, leading westerly;

Course No. 35: run thence, westerly, along and around the arc of a curve, being concave southerly, and having a radius of 15.00, through a central angle of 69°43'18" to the left, an arc distance of 18.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 83°59'44" West, 17.15 feet;

Course No. 36: run thence, South 49°08'05" West, along last said tangency, a distance of 60.87 feet, to a point;

Course No. 37: run thence, South 80°21'55" West, a distance of 25.62 feet, to a point;

Course No. 38: run thence, South 59°11'39" West, a distance of 32.41 feet, to a point;

Course No. 39: run thence, South 33°27'03" West, a distance of 24.29 feet, to a point;

Course No. 40: run thence, South 75°04'23" West, a distance of 99.94 feet, to a point;

Course No. 41: run thence, South 53°12'48" West, a distance of 541.61 feet, to the point of curvature, of a curve, leading southerly;

Course No. 42: run thence, southerly, along and around the arc of a curve, being concave easterly, and having a radius of 20.00 feet, through a central angle of 90°00'00" to the left, an arc distance of 31.42 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 08°12'48" West, 28.28 feet;

Course No. 43: run thence, South 36°47'12" East, a distance of 133.10 feet, to the point of curvature, of a curve, leading southeasterly;

Course No. 44: run thence, southeasterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 400.00 feet, through a central angle of 30°28'12" to the right, an arc distance of 212.72 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 21°33'06" East, 210.22 feet;

Course No. 45: run thence, South 06°18'59" East, along last said tangency, a distance of 702.14 feet, to the point of curvature, of a curve, leading southwesterly;

Course No. 46: run thence, southwesterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 300.00 feet, through a central angle of 55°35'57" to the right, an arc distance of 291.12 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 21°28'59" West, 279.83 feet; run thence, the following eight (8) courses and distances:

Course No. 1: run thence, South 66°25'35" East, a distance of 166.24 feet, to a point;

Course No. 2: run thence, North 74°22'09" East, a distance of 352.55 feet, to a point;

Course No. 3: run thence, North 57°06'17" East, a distance of 418.79 feet, to a point;

Course No. 4: run thence, North 09°49'20" East, a distance of 376.29 feet, to a point;

Course No. 5: run thence, North 10°03'28" East, a distance of 441.65 feet, to a point;

Course No. 6: run thence, South 73°17'23" East, a distance of 147.50 feet, to a point;

Course No. 7: run thence, South 66°58'24" East, a distance of 1,179.42 feet, to a point;

Course No. 8: run thence, South 67°07'17" East, a distance of 908.70 feet, to a point, on the westerly boundary of "Tract C-4", (Conservation), as shown on the plat of "RIVERTOWN-GARDEN DISTRICT-SECTION 1", as shown on the plat thereof, as recorded in Map Book 64, pages 38 through 46 of the Public Records of said St. Johns County, Florida; run thence, North 10°17'35" East, along the westerly line of said "Tract C-47", (Conservation) a distance of 418.16 feet, to the Northwest corner of aforesaid "Tract C-4", (Conservation); run thence, the following four (4) courses and distances:

Course No. 1: run thence, North 10°00'06" East, a distance of 854.12 feet, to a point;

Course No. 2: run thence, North 74°22'09" East, a distance of 352.55 feet, to a point;
Course No. 3: run thence, North 57°06'17" East, a distance of 418.79 feet, to a point;
Course No. 4: run thence, North 09°49'20" East, a distance of 376.29 feet, to a point;
Course No. 5: run thence, North 10°03'28" East, a distance of 441.65 feet, to a point;
Course No. 6: run thence, South 73°17'23" East, a distance of 147.50 feet, to a point;
Course No. 7: run thence, South 66°58'24" East, a distance of 1,179.42 feet, to a point;
Course No. 8: run thence, South 67°07'17" East, a distance of 908.70 feet, to a point, on the westerly boundary of "Tract C-4", (Conservation), as shown on the plat of "RIVERTOWN-GARDEN DISTRICT-SECTION 1", as shown on the plat thereof, as recorded in Map Book 64, pages 38 through 46 of the Public Records of said St. Johns County, Florida; run thence, North 10°17'35" East, along the westerly line of said "Tract C-47", (Conservation) a distance of 418.16 feet, to the Northwest corner of aforesaid "Tract C-4", (Conservation); run thence, the following four (4) courses and distances:
Course No. 1: run thence, North 10°00'06" East, a distance of 854.12 feet, to a point;
Course No. 2: run thence, North 03°17'58" East, a distance of 682.55 feet, to a point;
Course No. 3: run thence, North 03°21'53" West, a distance of 972.07 feet, to a point;
Course No. 4: run thence, North 06°47'52" East, a distance of 1,192.27 feet, to the aforesaid most northwesterly corner of "Tract C-1" (Conservation Tract), as shown on the plat of "ENCLAVE AT RIVERTOWN PHASE TWO-A", as shown on the plat thereof, recorded in Map Book 83, pages 10 through 31, inclusively of the public records of St. Johns County, Florida, and the POINT OF BEGINNING.

The lands thus described contains 12,006,314 square feet, or 275.62 Acres, more or less, in area.

FIFTH ORDER OF BUSINESS

Minutes of Meeting
Rivers Edge
Community Development District

The regular meeting of the Board of Supervisors of the Rivers Edge Community Development District was held Wednesday, April 11, 2018 at 11:00 a.m. at the Rivertown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Jason Sessions	Chairman
Tara Jinks	Vice Chair
Judy Long	Supervisor
Charles Oates	Supervisor
Rick Egger	Supervisor by telephone

Also present were:

Jim Perry	District Manager
Jennifer Kilinski	District Counsel
Jennings Cooksey	Hopping Green & Sams
Ryan Stillwell	District Engineer
Ernesto Torres	GMS
Dan Fagan	Vesta
Robert Beladi	Vesta
Jason Davidson	Vesta
Marcy Pollicino	Vesta
D.J. Smith	Mattamy
Brett Sealy	MBS Capital Markets
Cynthia Wilhelm	Nabors Giblin Nickerson by telephone

The following is a summary of the minutes and actions taken at the April 11, 2018 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Perry called the meeting to order at 11:00 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Neal Barker asked we were wondering if pickleball lines could be painted on the basketball court so it could be multi-used.

Mr. Sessions stated I don't have an answer. This is the first I have heard about this. That will be the only basketball court and my concern would be the conflicting uses of it.

Mr. Fagan stated we can look into it, it would need to be enclosed for pickleball.

A resident stated it might be older people who might use it in the daytime and we would give basketball the first shot at it.

Mr. Sessions stated you would probably play more in the mornings and they would play more in the afternoons. That is something we will need to consider and talk about internally and that is on CDD property, Mattamy is paying for it so we will need to look at it. It doesn't need to be addressed at a future CDD meeting we just need to make a decision on it.

THIRD ORDER OF BUSINESS Organizational Matters

A. Acceptance of Resignation of Jason Beard

On MOTION by Mr. Session seconded by Mr. Oates with all in favor Jason Beard's resignation was accepted.

B. Consideration of Appointing a New Supervisor to Fill the Unexpired Term (11/2018)

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor Tara Jinks was appointed to fill the unexpired term of office.

C. Oath of Office of Newly Appointed Supervisor

Mr. Perry being a notary public of the State of Florida administered the oath of office to Tara Jinks.

Mr. Perry stated after the meeting I will have you sign this oath and we have documents for you to complete. There will be a W-4, form1 statement of financial interest that you will need to complete and file with the supervisor of elections in the county in which you reside within 30 days. They will fine you on a daily basis if you don't complete the form. After that is a short synopsis of community development districts, which is a Q&A, it goes over Chapter 190, F.S. We will also provide a guide to the sunshine amendment. You are a public official and as

such anything that may come before this board has to be discussed in a public meeting. You can talk to Jason about any manner of things other than if we are talking about striping the tennis courts you can't talk to him about that item that might come before the board as a vote. The other thing to keep in mind is that all of the documents you get during a regular meeting we maintain copies and if you decide to maintain copies of your own or make notes or whatever, we ask that you file them separately in your office or home and don't comingle those items with your personnel records and information in case we have a public records request you will have all that information in a folder and your other records are not subject to that public records request.

Ms. Kilinski stated after the meeting I will go over some of the items that Jim is giving you.

D. Consideration of Resolution 2018-03

Mr. Perry stated the current officers are: Mr. Sessions is chairman, Rick Egger is an assistant secretary, Judy Long is an assistant secretary, Charles Oates is an assistant secretary, I am secretary and assistant treasurer, Jim Oliver of my office is as assistant secretary and Dave deNagy of my office is the treasurer.

On MOTION by Mr. Oates seconded by Mr. Sessions with all in favor Resolution 2018-03 was approved designating Ms. Jinks as vice chair and assistant secretary and the other officers remaining the same.

FOURTH ORDER OF BUSINESS

Consideration of Financing Documents

A. Resolution 2018-04 Delegated Award Resolution

Ms. Wilhelm stated Resolution 2018-04 is a delegated award resolution that delegates to the chairman of the board the authority to execute and deliver a bond purchase agreement to the underwriter, MBS Capital Markets, and for the underwriter to purchase the bonds so long as the offer contained in the purchase agreement is within the parameters that are attached as an appendix to the resolution. You are being asked to approve the forms of certain documents, which are necessary in order for the underwriter to market the bonds, including the purchase agreement, the fourth supplemental trust indenture, preliminary limited offering memorandum

and continuing disclosure agreement. The resolution allows for these documents to be approved in substantial form with the understanding that there will be revisions to the documents prior to execution at closing. The bond purchase agreement is standard in form and contains all the conditions that need to be satisfied in order to close the bond issue. The fourth supplemental indenture contains the terms, conditions and details of this particular issue of bonds and it will contain final pricing information when the information becomes available. The preliminary limited offering memorandum is the security bond disclosure document that is distributed to potential bondholders prior to the sale of the bonds. The resolution delegates to the chairman or the vice chairman the authority to deem the preliminary limited offering memorandum final for purposes of federal securities law. The continuing disclosure agreement is required by federal securities law and provides that the issuer and all obligated persons including the developer will provide certain information to MSRB EMMA system the details in the agreement. The chairman is also authorized and directed to execute and deliver together with the vice chair, secretary and any assistant secretary any and all other documents and instruments that are necessary in order to close the bond issue including those documents that Jennifer will be presenting shortly, which are the true-up agreement, completion agreement, collateral assignment, acquisition agreement and declaration of consent.

The parameters are: the maximum aggregate principal amount of the bonds is not to exceed \$8 million, the maximum coupon rate is the maximum statutory rate, the underwriting discount is a maximum of 2%, the not to exceed maturity date on the bonds will be May 1, 2049 and the redemption provisions are as they are set forth in the form of the bonds that is attached as an exhibit to the supplemental indenture and subject to actual redemption no earlier than May 1, 2028 at par.

Mr. Sessions stated we are issuing bonds on lands that are yet to be developed and are going to levy assessments at a very similar rate to the assessments on current landowners' lots. This does not add assessments to any current landowners or developed lots.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor Resolution 2018-04 was approved.
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B. Supplemental Engineer's Report

Mr. Stillwell stated you have a handout of the amended and restated master improvement plan. That master improvement plan has been around since the inception of RiverTown, it has been amended a couple of times and this amendment is to get up to speed with all the construction dollars that have been spent in the past so it increases the amount from approximately \$113 million to \$119 million. That is primarily for additional landscaping that has been completed throughout the development over the life of the CDD.

The second report that was in the agenda package is the 2018 engineer's report, that is specific to the 2018 project. This engineer's report covers the items being financed by the bonds, which includes the extension of RiverTown Main Street, additional work on the original Orange Branch Trail entry feature, additional landscaping that will be done on Longleaf Pine Parkway as well as neighborhood parks throughout all of RiverTown that have been constructed or is in the process of being constructed. The 2018 project has a total value of roughly \$17 million.

Mr. Sessions stated the location map shows all of RiverTown property as Rivers Edge CDD, which isn't correct any longer and as a location map would you prefer that just said RiverTown then he has a future map that shows the boundary of the CDD.

Mr. Stillwell stated we will amend that map.

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor the amended and restated master engineer's report was approved.

Mr. Perry stated we will also ask for a motion to approve the 2018 project engineer's report as presented with one change to the map.

On MOTION by Mr. Session seconded by Mr. Oates with all in favor the 2018 project engineer's report was approved with one change to the map as discussed.

C. Supplemental Assessment Methodology

Mr. Perry stated next is the supplemental assessment methodology report and this report is predicated on a potential bond issue of approximately \$7,030,000. There are anticipated to be 391 units associated with it and the debt service gross assessments range from \$964 to \$1,824 and these rates are consistent with what is currently out there. This is a preliminary report and

once they do the final pricing of the bonds we will come back to the board with a final report and that will reflect the final pricing. This does not affect any of the lands that have currently been developed or platted lots, this is for future development phase.

Mr. Sealy stated the draft in front of you contemplates a shorter duration of capitalized interest than what we have been discussing so there will be a revised sizing that will be done in conjunction with the pricing incorporated into the 18 months of capitalized interest that have been discussed versus the six months.

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor the supplemental assessment methodology was approved.

D. True-Up Agreement

Ms. Kilinski stated the next series of agreements are related to additional security for the bond issuance. The true-up agreement comes into play as the assessments are allocated to platted land or if unit counts change. At the time that any plat is presented to the District, the District will determine if the par amount of outstanding Series 2018 Bonds will be assigned to the total number of units to be developed, taking into account the submitted plat. If not, the District will determine the remaining par amount of outstanding Series 2018 Bonds unassigned to units and the total number of developable acres owned by the Developer remaining to be platted and will determine if the maximum par debt per acre, as provided in the Assessment Report, is exceeded. If the maximum par debt per acre is exceeded, a debt reduction payment in the amount equal to the par debt that is not capable of being assigned to the total number of developable acres, plus any applicable interest charges and collection fees shall become due and payable prior to the District’s approval of the plat, in addition to the regular assessment installment payable for lands owned by the Developer for that tax year.

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor the true-up agreement was approved in substantial form.

E. Completion Agreement

Ms. Kilinski stated there is a separate handout of the completion agreement that is a little different than the one in the agenda package. A lot of research goes into the disclosure piece

associated with the project. There is an impact fee requirement that has to be paid by the current landowner to the former landowner pursuant to the purchase agreement that is not part of the district document but is a requirement that the credit be paid so we added to the completion agreement apart from what you see in the agenda package is that the credit payment is going to be made pursuant to the purchase agreement requirements. Otherwise what essentially this says is that the project that you just approved as part of the series 2018 engineer's report if that project isn't completed with the district's bonds the landowner agrees to complete the project on its own so long as the district uses its bonds.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor the completion agreement was approved in substantial form.

F. Collateral Assignment Agreement

Ms. Kilinski stated next is the collateral assignment of rights agreement and this is additional security for payment of the 2018 assessments that are being allocated to the property to secure the 2018 bonds. It says that if the landowner defaults on timely paying the 2018 assessments the district would be entitled to remedial rights, which include assignment of those development rights so that the property can be developed as it was intended.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor the collateral assignment agreement was approved in substantial form.

G. Acquisition Agreement

Ms. Kilinski stated this agreement specifies the process under which the district will undertake to acquire certain of the improvements, real property, work product, etc. that may have been done or may be done after issuance of the bonds. All of these would have to be run through the requisition process, Ryan will be reviewing and certifying to the district.

On MOTION by Ms. Long seconded by Mr. Sessions with all in favor the acquisition agreement was approved in substantial form.

H. Declaration of Consent

Ms. Kilinski stated this is a declaration of consent that will be recorded after bond issuance so the world knows if they do a title search that assessments are now allocated to the property that will get the 2018 assessments.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor the declaration of consent was approved in substantial form.

FIFTH ORDER OF BUSINESS

Approval of the Minutes of the March 8, 2018 Meeting

On MOTION by Ms. Long seconded by Mr. Oates with all in favor the minutes of the March 8, 2018 meeting were approved as presented.

SIXTH ORDER OF BUSINESS

Consideration of Proposal from BrightView for Phase 2B Landscaping

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor the proposal from BrightView for Phase 2B landscaping in the approximate amount of \$42,000 was approved.

SEVENTH ORDER OF BUSINESS

Consideration of License Agreement for Signage in CDD ROW

Ms. Kilinski stated this is a license agreement for certain signage that Mattamy would like to place within the district’s right of way. It essentially says we will grant a license to access the district’s property for purposes of signage under certain parameters, which allows the access, requires the signage to comply with certain line of sight and height requirements and then gives the responsibility for repairing for repairing the property once the signs are removed to the developer. You also have a map as to where the signs can go to demonstrate where the district’s property actually is. We cannot as a district grant any right to anybody’s private property so this is only limited to the property actually owned by the district and I wanted to make sure that we have recorded what that property is.

Mr. Sessions this is for way finding signs to point people to amenities such as River House or River Club and communities that are for sale.

On MOTION by Ms. Long seconded by Mr. Sessions with all in favor the license agreement for signage in CDD ROW was approved.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2018-05
Confirming the District’s Use of the St. Johns
County Supervisor of Elections to Conduct
the District’s 2018 General Election**

Mr. Perry seated item eight is consideration of Resolution 2018-05 confirming the district’s use of the St. Johns County supervisor of elections to conduct the district’s 2018 general election. There are two seats, the seats held by Mr. Egger and Ms. Jinks will be in the general election this fall. This is a standard form resolution that we provide to the supervisor of elections so those seats will be on the ballot.

On MOTION by Ms. Long seconded by Mr. Sessions with all in favor Resolution 2018-05 was approved.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer – Consideration of Requisitions 34 & 35

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor requisitions 34 and 35 were approved.

C. Manager

There being none, the next item followed.

D. Amenity Manager

1. Report

Mr. Davidson gave an overview of the amenities manager report, copy of which was provided in the agenda package.

Mr. Sessions stated I was approached by a resident as to the proper format to request lighting at the dog park and my concern is that adding lights to the dog park will provide light pollution to the residents who live near there. It also encourages late night use and use that may be outside the hours that people would be comfortable having that noise around their home. Similar to basketball lights, we built a basketball court without lights for a reason. I recommend to the board that we not be in favor of that, but it is up for discussion. I think dog parks, soccer fields, basketball courts, public facilities should be limited in their use after hours, especially after dark.

Ms. Long stated I agree.

2. Running Club Outline

Ms. Pollicino stated we have a resident who likes to spearhead runs and an outline was included in the agenda package. She wanted to gain access to the River Club during that timeframe to put the juice and waters in the fridge and a place to put the food and when they come back they have their treat then they would leave the premises.

Mr. Sessions stated I suggest they use the patio area so as to avoid staff clean-up issue and wear and tear on the facilities.

Ms. Kilinski stated when we have clubs we may want to think about a larger umbrella from a liability and ownership perspective how the CDD wants to interact with clubs because once you start approving clubs it becomes a question of whether it is a CDD sponsored club if they are looking for funding, if they are looking for making sure it is residents versus non-residents that whole thing gets a little sticky. It is not like we don't do it but we have developed club forms where that person is taking ownership and they are held responsible for making sure it is cleaned up and that sort of thing.

Mr. Session stated we need to set a precedent as we start incorporating garden club, running club, biking club and figure that so let's make sure we have a format we are going to follow and reduce the liability on the CDD as much as possible. While it is part of the community it is 38 members and we have 450 residents so it is a small part.

Ms. Kilinski stated I will work with other club forms we have developed and we can bring it back to the board for your consideration. We have had districts that have decided that we will allow you to use facilities but you are not a CDD club versus people who are considered CDD clubs may be eligible for event funding and that sort of thing because you are actually sponsored by the district.

3. Garden Club Policies, Procedure and Expense Report

Ms. Pollicino gave an overview of the Rivertown Community Garden Packet, copy of which was included in the agenda package.

Mr. Sessions stated Jennifer needs to be involved in this and you need to go to her first for liability waivers and we can make sure we are covered. Has anyone estimated what the water and electric usage is?

Ms. Pollicino responded no.

Mr. Sessions asked do we have money in the budget for startup costs?

Mr. Sessions moved to approve the running club and garden club and directed staff to work with district counsel on any necessary paperwork and Mr. Oates seconded the motion.

Mr. Sessions asked are there any audience comments or board discussion?

A resident asked what the \$125 covered.

Mr. Sessions stated she is showing revenue of \$2,250 a year but I don't think she has calculated the expenses at this point. We can figure that out, but it should be a net zero to the CDD.

On voice vote with all in favor the motion passed.

E. Field Services

Mr. Beladi gave an overview of the field services report, copy of which was included in the agenda package.

Mr. Sessions stated I have noticed BrightView has been parking on the multi-use path and driving down the multi-use path and that was not designed for vehicular traffic so any

damage will be at their cost and they were blocking a group of women walking down with strollers today from being able to use the path because the truck takes up the width of the path. They shouldn't be on the multi-use paths.

Mr. Perry stated we got sidetracked on the screens, there was a discussion of an amount not to exceed \$4,000 but we never had a motion to approve that.

Mr. Fagan stated if we are going to logo I would like to increase that.

Mr. Sessions stated I would like you to bring it back and understand where the money is coming from. We can't just approve things unless we understand where the money is.

ELEVENTH ORDER OF BUSINESS Supervisors' Requests and Audience Comments

A resident stated because the community is growing we have more bus stops you may want to consider in the future that a bike rack would be put up when you have another bus stop. I know they are expensive.

Mr. Sessions stated the damage that the students do in the area is worse than the cost of the bike racks. In another community we did that and then they moved the bus stops and we spent \$7,500 so until the community is built out we won't know where the bus stops are going to be.

A resident stated since we are going to be a golf cart community and have signage, I looked at what other communities have done and their rules and regulations and I thought once you do the signage it might be good as far as liability and everything else to have rules and regulations set up.

Mr. Stillwell stated we have those and will provide those to the district.

Mr. Sessions asked didn't we approve rules and regulations when we approved the signage?

Mr. Stillwell stated we might have I will check.

Ms. Kilinski stated I don't think we did. Jim and I have talked about this a little bit this week and we have done cart registration where people are signing that their golf cart is certified pursuant to Florida Statute and they are going to operate it pursuant to Florida Statute and that sort of thing and we anticipate bringing this back to the next meeting.

A resident stated a lot of people have complaints because of construction trash going into the ponds, nails have been left and a lot of people have gotten flat tires. I didn't know if this is something you can go to the contractor about.

Mr. Sessions stated that can be done. Where are we with the swim team?

Mr. Fagan stated they retracted their proposal and will come back next year with everything prepared correctly.

Mr. Sessions stated as people inquire about future amenities like pickleball courts we would like to have a better understanding from the developer's standpoint and CDD standpoint on the use of the current facilities. I propose that somehow you track usage over the next few months and give us numbers of use. In other words people will often say the pool is overcrowded so tell us what the use of that pool is. Tell us what the use of the tennis courts is. Mattamy has talked internally about repurposing this room. My comment back to some of those folks was that I think this room is rented every week for events. That used to be true but I don't know if it is still true. We need to get from you a better understanding about the use of the facilities so we can better plan for the community and the residents can better plan for costs, events and things of that nature because come November there will be four residents sitting up here and just me. We want to make sure we understand the use of the facilities.

Ms. Sharp stated I lived in a community that was golf cart friendly community and a number of issues came up. I know everyone is aware of safety issues and children driving carts and that sort of thing. The CDD or HOA are not a policy agency that is up to the police to handle the issues that maybe we should speak to people when we see that their children are driving the cart but we probably don't know those parents because the community is growing and everybody is spread out. What has worked in other communities is decals for people who were approved for golf carts and that could be tracked.

Ms. Kilinski stated we have done that in other communities.

A resident stated you talked about the sidewalks being blocked, there is a big section in the north lakes that is blocked all the way down and people with strollers were out in the street because they couldn't get through.

Mr. Sessions stated we can't encourage people to travel through a construction zone and something that is not fit for public use and that area is absolutely not fit for public use and it

requires from a liability standpoint and from a St. Johns County standpoint that we block off handicap access to handicap access.

TWELFTH ORDER OF BUSINESS Financial Reports

A. Tri-Party Funding Request No. 59

On MOTION by Mr. Session seconded by Mr. Oates with all in favor tri-party funding request no. 59 was approved.

B. Balance Sheet & Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

C. Assessment Receipt Schedule

A copy of the assessment receipt schedule was included in the agenda package.

D. Approval of Check Register

On MOTION by Ms. Long seconded by Mr. Oates with all in favor the check register was approved.

THIRTEENTH ORDER OF BUSINESS Next Scheduled Meeting – Wednesday, May 16, 2018 @ 11:00 a.m. at the Rivertown Amenity Center

Mr. Perry stated the next meeting is scheduled for May 16, 2018 at 11:00 a.m. at this location.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor the meeting adjourned at 12:10 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SIXTH ORDER OF BUSINESS

RESOLUTION 2018-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2018/2019; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Rivers Edge Community Development District (“**District**”) prior to June 15, 2018, proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2018 and ending September 30, 2019 (“**Fiscal Year 2018/2019**”); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, “**Services**”) set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes (“**Assessments**”), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2018/2019 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the “**District’s Office**,” Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary

assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2018, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: _____, 2018
HOUR: _____
LOCATION: RiverTown Amenity Center
156 Landing Street
St. Johns, Florida 32259

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

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least forty-five (45) days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in St. Johns County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

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

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 16th DAY OF MAY, 2018.

ATTEST:

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: Fiscal Year 2018/2019 Budget

SEVENTH ORDER OF BUSINESS

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
GOLF CART VEHICLE RULES AND REGULATIONS**

- A. **Definitions.** For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Any other terms shall have the meaning as set forth in the **Florida Statutes**.
1. **Golf Cart Vehicle.** A four (4) wheeled vehicle owned and operated by a resident of the Rivers Edge Community Development District (“District”), a paid annual user, a contractor to residents, the majority landowner or the District, or by contractors to or agents of Mattamy Jacksonville LLC, and others involved in the development, or operation to the RiverTown community and the District. The vehicle will be specifically designed and intended for the purposes of transporting a maximum of four (4) persons, golf clubs, maintenance equipment or other miscellaneous items while engaged in the playing of golf, supervising the play of golf, maintaining the condition of the grounds on a public or private golf course, maintaining the conditions of common areas and transporting residents and their guests over District designated paths and roadways.
 2. **Driver Age.** Pursuant to these rules and Florida Statutes, it shall be unlawful for any person who is under fifteen (15) years of age to drive or operate a golf cart vehicle upon the paths and roadways that comprise or shall comprise the roadway network owned and operated and so designated by the District. In addition, the District does not allow any individual to operate a golf cart vehicle on District property who is under fifteen (15) years of age or who does not have either a valid restricted license or a valid driver’s license. No drivers under the age of seventeen (17) may operate a golf cart after 11:00pm or before 6am.
- B. **Compliance with Florida Statutes and District Rules and Regulations.** The operation of a golf cart vehicle on the paths and roadways within the District, including operation of a golf cart vehicle after sunset and before sunrise, shall be in compliance with the provisions of all applicable Florida Statutes (see Section F herein) and the District’s Rules and Regulations.
- C. **Designated Paths and Roadways.** The District shall post appropriate signs for the safe operation of golf cart vehicles on designated paths and roadways. Golf cart vehicles may only be operated on those designated paths and roadways.
- D. **Enforcement.** These Rules and Regulations shall be enforced in accordance with the provisions of Florida Statutes, as may be amended from time to time. **Enforcement of these rules, regulations and statutes shall be by the Rivers Edge Community Development District and the St. Johns County Sherriff’s Office.**
- E. **Operation of Golf Cart Vehicles on Paths, Streets, Roads and Highways.** This section advises, in accordance with the Florida Statutes, where a golf cart vehicle may be driven.
1. Golf cart vehicles may not travel on or cross any roadway or highway controlled by

St. Johns County or the State of Florida.

2. The District has authorized the operation of golf cart vehicles on designated paths and roadways under its jurisdiction. Additionally, the District has authorized the operation of golf cart vehicles “ONLY” on paths and roadways owned, operated and designated for such use by the District.

F. **Use of Golf Cart Vehicles on District Paths and Roadways.** The District, in its discretion, may authorize privately owned golf cart vehicles to travel on designated District paths and roadways within the RiverTown Community consistent with and in accordance with the following Florida Statutes and County ordinance:

1. Chapter 320 - Motor Vehicle Licenses, Section 320.01 Definitions; general
2. Chapter 320 - Motor Vehicle Licenses, Section 320.08001 Electric Vehicles; license tax
3. Chapter 316 - State Uniform Traffic Control, Section 316.212 Operation of Golf Carts on Certain Roadways
4. Chapter 316 - State Uniform Traffic Control, Section 316.2122 Operation of a Low-Speed Vehicle on Certain Roadways
5. St. Johns County Ordinance 2010-48 regarding the use of golf carts on designated roads and street within St. Johns County

Specifically, **Section 316.212, “Operation of golf carts on certain roadways,”** states:

The operation of a golf cart upon the public roads or streets of this state is prohibited except as provided herein:

(1) A golf cart may be operated only upon a county road that has been designated by a county, a municipal street that has been designated by a municipality, or a two-lane county road located within the jurisdiction of a municipality designated by that municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) A golf cart may be operated on a part of the State Highway System only under the following conditions:

(a) To cross a portion of the State Highway System which intersects a county road or municipal street that has been designated for use by golf carts if the Department of

Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(b) To cross, at midblock, a part of the State Highway System where a golf course is constructed on both sides of the highway if the Department of Transportation has reviewed and approved the location and design of the crossing and any traffic control devices needed for safety purposes.

(c) A golf cart may be operated on a state road that has been designated for transfer to a local government unit pursuant to Section 335.0415, if the Department of Transportation determines that the operation of a golf cart within the right-of-way of the road will not impede the safe and efficient flow of motor vehicular traffic. The department may authorize the operation of golf carts on such a road if:

1. The road is the only available public road along which golf carts may travel or cross or the road provides the safest travel route among alternative routes available; and
2. The speed, volume, and character of motor vehicular traffic using the road is considered in making such a determination.

Upon its determination that golf carts may be operated on a given road, the department shall post appropriate signs on the road to indicate that such operation is allowed.

(3) Notwithstanding any other provision of this section, a golf cart may be operated for the purpose of crossing a street or highway where a single mobile home park is located on both sides of the street or highway and is divided by that street or highway, provided that the governmental entity having original jurisdiction over such street or highway shall review and approve the location of the crossing and require implementation of any traffic controls needed for safety purposes. This subsection shall apply only to residents or guests of the mobile home park. If notice is posted at the entrance and exit of any mobile home park where residents of the park operate golf carts or electric vehicles within the confines of the park, it is not necessary for the park to have a gate or other device at the entrance and exit in order for such golf carts or electric vehicles to be lawfully operated in the park.

(4) Notwithstanding any other provision of this section, if authorized by the Division of Recreation and Parks of the Department of Environmental Protection, a golf cart may be operated on a road that is part of the State Park Road System if the posted speed limit is thirty-five (35) miles per hour or less.

(5) A golf cart may be operated only during the hours between sunrise and sunset, unless the responsible governmental entity has determined that a golf cart may be operated during the hours between sunset and sunrise and the golf cart is equipped with headlights, brake lights, turn signals, and a windshield.

(6) A golf cart must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.

(7) A golf cart may not be operated on public roads or streets by any person under the age of fifteen (15).

(8) A local governmental entity may enact an ordinance relating to:

(a) Golf cart operation and equipment which is more restrictive than those enumerated in this section. Upon enactment of such ordinance, the local governmental entity shall post appropriate signs or otherwise inform the residents that such an ordinance exists and that it will be enforced within the local government's jurisdictional territory. An ordinance referred to in this section must apply only to an unlicensed driver.

(b) Golf cart operation on sidewalks adjacent to specific segments of municipal streets, county roads, or state highways within the jurisdictional territory of the local governmental entity if:

1. The local governmental entity determines, after considering the condition and current use of the sidewalks, the character of the surrounding community, and the locations of authorized golf cart crossings, that golf carts, bicycles, and pedestrians may safely share the sidewalk;
2. The local governmental entity consults with the Department of Transportation before adopting the ordinance;
3. The ordinance restricts golf carts to a maximum speed of fifteen (15) miles per hour and permits such use on sidewalks adjacent to state highways only if the sidewalks are at least 8 feet wide;
4. The ordinance requires the golf carts to meet the equipment requirements in subsection (6). However, the ordinance may require additional equipment, including horns or other warning devices required by Section 316.271; and
5. The local governmental entity posts appropriate signs or otherwise informs residents that the ordinance exists and applies to such sidewalks.

(9) A violation of this section is a noncriminal traffic infraction, punishable pursuant to Chapter 318 as a moving violation for infractions of subsections (1)-(5) or a local ordinance corresponding thereto and enacted pursuant to subsection (8), or punishable pursuant to Chapter 318 as a nonmoving violation for infractions of subsection (6), subsection (7), or a local ordinance corresponding thereto and enacted pursuant to subsection (8).

G. **Golf Cart Vehicle Standards and Access.** Pursuant to Florida Statutes and the requirements of the District, all golf cart vehicles will be required to meet minimum safety standards. Golf cart vehicle travel is permitted only within the designated boundaries of the District and is not authorized by this approval to travel on highways or private roadways outside of the District's jurisdiction.

1. **Registration and Operation** of golf cart vehicles on designated paths and roadways shall be in compliance with the provisions of the above-mentioned Florida Statutes and the Rules and Regulations promulgated by the District, which may be revised from time to time by action of the District. All owners of golf cart vehicles to be

operated on District roadways and paths shall ensure that current Rivers Edge Community Development District registration decals are placed on the golf cart and that proof of insurance has been submitted to the District in an amount judged sufficient by the District and in compliance with Section G.5 herein.

2. **Safe Working Condition** - Golf Cart Vehicles must be in sound and safe working condition. No golf cart vehicle may be operated on a path or roadway unless, at a minimum, it has the following: brakes, brake lights, turn signals, a steering apparatus, four tires, a roof, a windshield, a rearview mirror, red reflector warning devices on the front and rear that are visible from at least 100 feet, two headlights that emit a white light visible from a distance of 500 feet to the front, valid Rivers Edge Community Development District registration decals, and any and all additional equipment that may be deemed necessary by the manufacturer, Florida Statutes and the District.

When operated on a path or roadway, a golf cart vehicle shall have its headlights lighted. A person who drives or is in actual physical control of a golf cart vehicle on a District path or roadway is subject to all motor vehicle regulations of the State of Florida, St. Johns County Ordinance 2010-48, and the rules and regulations of the District including, but not limited to, licensing, insurance and DUI provisions.

3. **Parking of Golf Cart Vehicles** - All golf cart vehicles must be parked in designated golf cart vehicle parking areas or motor vehicle parking areas. No golf cart vehicles shall be parked in a roadway or on a designated golf cart vehicle path that may in any manner hinder the safe passage of other golf cart vehicles, bicycles or pedestrians along said path.
4. **Storage of Golf Cart Vehicles** - All golf cart vehicles must be stored in compliance with the rules and regulations of the District and the individual property owners association, as may be applicable.
5. **Insurance** - Golf cart vehicle drivers using District streets will be required to carry proof of insurance. Liability insurance must be maintained on all golf cart vehicles, with the amount of coverage determined by the District in consultation with the District's insurance agent. In addition, such insurance policy must name the following entities as additional insureds: the Rivers Edge Community Development District, Mattamy Jacksonville LLC, its manager, Mattamy Florida LLC, its manager, Calben (Florida) Corporations, Vesta Property Services, Governmental Management Services, LLC, its manager, and all related and affiliated companies, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities. Golf cart owners will be personally responsible for the conduct of anyone operating their vehicles, and for any damage caused by its operation on District property. **Children under the age of fifteen (15) will not be permitted to drive golf cart vehicles on District roadways and paths.**
6. **Vehicle Types** - All golf cart vehicles operated in the community must have standard electric power systems installed as standard equipment by the manufacturer and no aftermarket modification to the power system shall be permitted.

7. **Golf Cart Vehicle Equipment** - All golf cart vehicles used on District paths and roadways shall be as manufactured by Club Car, E-Z-GO, Yamaha or other recognized vehicle manufacturers as approved by the District. No modification or customization to the vehicle manufacturer's standard equipment chassis, propulsion system or exterior appearance shall be allowed without approval of the District.
8. **Street Rules** - Golf cart vehicles shall not be operated on community sidewalks or paths not designated for golf cart vehicle use or on landscaped common areas at any time. Golf cart vehicles should remain to the right side of the paths and roads allowing regular vehicles to pass without obstruction. In so doing, operators must remain aware of and away from marked bike paths. Pedestrians shall be given due consideration and a reasonable right of way at all times. All District roadways and paths on which golf carts may travel will be clearly marked with Florida Department of Transportation approved signs.
9. **Speed Limits** - All golf cart vehicles driven on the District roadways and paths shall be in strict accordance with the posted speed limits as determined by the District. **In no case shall a golf cart vehicle be capable of being driven in excess of 20 miles per hour.**
10. **Registration Fees** – The District shall charge a fee of \$ [REDACTED] for the registration of each golf cart vehicle. This fee will be set by the District's Board of Supervisors and be subject to change from time to time.

H. **Subject to District Rules.** Allowance for golf cart vehicle path and roadway use is intended to be a privilege and convenience to District residents and paid annual users. Any action that threatens the safety and well-being of the residents or guests and/or violate applicable Florida Statutes, County ordinances, and District Rules and Regulations or otherwise infringe upon the rights of others will not be tolerated. The District, at its sole discretion, may determine that specific golf cart vehicles are violating these Rules and Regulations and the District may prohibit those golf cart vehicles from using District paths and roadways.

I. The District is requesting the St. Johns County Sheriff's Office to assist in enforcing the above-listed Florida Statutes, County ordinances, and these Rules and Regulations of the District.

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
GOLF CART REGISTRATION AND USE AGREEMENT**

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, some of the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose certain parts of the information you submit to us.

VEHICLE OWNER(S)
NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL ADDRESS _____

VEHICLE
MANUFACTURER _____

MODEL _____ MODEL YEAR _____

SERIAL NUMBER _____ RIVERS EDGE
EMBLEM NUMBER _____

FLORIDA LICENSE PLATE
NUMBER (if applicable) _____ EXPIRATION DATE _____

OWNER(S) DRIVER'S
LICENSE NUMBER _____ STATE ISSUED _____

EXPIRATION DATE _____

INSURANCE CARRIER _____ POLICY NUMBER _____

POLICY EXPIRATION
DATE _____ CONTACT PHONE
NUMBER _____

ADDITIONAL AUTHORIZED VEHICLE OPERATORS

1. NAME: _____

Relationship to Owner: _____ Date of Birth: _____

Driver's License – State / Number / Expiration: _____

2. NAME: _____

Relationship to Owner: _____ Date of Birth: _____

Driver's License – State / Number / Expiration: _____

3. NAME: _____

Relationship to Owner: _____ Date of Birth: _____

Driver's License – State / Number / Expiration: _____

I, _____, hereby certify that the above information is true and correct and agree to assume full responsibility for the operation of my personal golf cart and also agree to accept full responsibility for liability that may arise from ownership and operation by both myself and others that I have authorized to operate the vehicle.

I have liability insurance insuring against personal injury and damage to property with limits of at least \$300,000 and provide a certificate of insurance, which will be renewed annually, with Rivers Edge Community Development District (RECDD), Mattamy Jacksonville LLC, its manager, Mattamy Florida LLC, its manager, Calben (Florida) Corporations, Governmental Management Services, LLC, Vesta Property Services and all related and affiliated companies of each, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities named as additional insureds.

I agree to hold RECDD, Mattamy Jacksonville LLC, its manager, Mattamy Florida LLC, its manager, Calben (Florida) Corporations, Governmental Management Services, LLC, Vesta Property Services and all related and affiliated companies, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities, harmless from any and all liabilities, damages, claims, losses, costs, or harm of any kind arising out of the operation of my golf cart vehicle by myself or anyone else who is operating my golf cart.

I agree to fully comply with the FLORIDA STATUTES regarding the operation of golf carts, St. Johns County Ordinance No. 2010-48, each of which may be amended from time to time, and the RECDD Golf Cart Vehicle Rules and Regulations, regarding the use of my golf cart vehicle within the RECDD boundary.

I agree that under no circumstance will I allow any individual to operate my golf cart vehicle who is either under 15 years of age or who does not have either a valid restricted license or a valid driver's license and agree to follow Florida Statutes, St. Johns County Ordinances and all District rules and regulations.

I agree that my golf cart vehicle has the following minimum equipment. I agree to maintain the vehicle and the required equipment in a safe operating condition. I also agree that I will not in any manner modify the manufacturer's installed standard body, chassis or propulsion system without specific approval of the Rivers Edge Community Development District:

1. Brakes;
2. Brake lights;
3. Turn signals;
4. Steering apparatus;
5. Four (4) tires;
6. Roof;
7. Windshield;
8. Rearview mirror;
9. Red reflectors on front and back visible from at least 100 feet;
10. Two headlights that emit a white light visible from 500 feet to the front;
11. Valid Rivers Edge Community Development District registration decals; and
12. Any and all additional equipment that may be deemed necessary by the manufacturer, Florida Statutes and the Rivers Edge Community Development District.

I have willingly provided all the information requested above and I understand that it may be used by the District for various purposes. Nothing herein shall be considered a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

r YES r NO

If you checked "YES," please explain which exemption you qualify for:

If you checked "YES," please provide a written request for maintenance of such exemption to District staff at the following address:

Rivers Edge Community Development District
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: District Manager

I have read and understand the above. I agree to the terms and conditions as stated.

Date: _____

Signature: _____

Print Name: _____

Witness: _____

Print Name: _____

Please fill out the RECDD Golf Cart Use Agreement and bring it along with your insurance certificate and registration fee in the amount of \$ _____ to the Community Manager's office located at 90 Lanier Street, St. Johns, Florida. Each vehicle will have a decal placed on each side of the golf cart and the decals shall be placed by District personnel.

Copy to: RECDD District Manager
St. Johns County Sheriff's Office

EIGHTH ORDER OF BUSINESS

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC., FOR RIVER CLUB AMENITY MANAGEMENT AND FIELD OPERATION SERVICES

This Agreement for River Club Amenity Management and Field Operation Services (“*Agreement*”) is made and entered into this 8th day of March, 2018, by and between:

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in St. Johns County, Florida with a mailing address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“*District*”), and

VESTA PROPERTY SERVICES, INC., a Florida corporation with offices located at 245 Riverside Avenue, Suite 250, Jacksonville, Florida 32202 (“*Contractor*” and, together with the District, sometimes referred to as the “*Parties*”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District has entered into that certain lease agreement with Mattamy Jacksonville LLC, a Delaware limited liability company, dated March 9, 2018, attached hereto as **Exhibit A** (“*Lease*”) for the River Club amenity facility and associated property located at 160 River Glade Run, St. Johns, Florida. 32259, as further identified on **Composite Exhibit B** attached hereto and incorporated herein by this reference (together, the “*River Club Amenity*”); and

WHEREAS, the District pursuant to the terms of the Lease intends to engage a third-party contractor for the operation and maintenance of the River Club Amenity; and

WHEREAS, Contractor has a background in the management and maintenance of amenity facilities and is willing to provide such management and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor to manage and maintain the River Club Amenity, as well as to provide field operation and other services as described in this Agreement and included in the Scope of Services attached hereto as **Composite Exhibit C** and incorporated herein by this reference (collectively, “*Services*”).

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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.

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor the right to enter and use the River Club Amenity for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.

3. SCOPE OF SERVICES.

A. General Scope of Services

i. The Services provided by Contractor shall be as provided for in **Composite Exhibit C** and as set forth in this Agreement. Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare, and shall immediately address and correct such concerns.

ii. The General Manager and Field Operations Manager shall attend the District's Board of Supervisors' ("**Board**") meetings, shall prepare a report and submit it to the District Manager at least eight days prior to the Board meeting, and shall include substantive updates and information as may be needed.

iii. The District may elect to add additional services to this Agreement upon mutual agreement by the Parties, as confirmed in a written addendum hereto. The District may discontinue all of the Services provided for herein pursuant to the termination provisions set forth herein or discontinue the provision of a portion of the Services described herein immediately for cause or upon thirty (30) days written notice without cause, specifying the department or position(s) discontinued, in the District's sole and absolute discretion.

iv. Should the Contractor generate any revenue associated with running of the District's River Club Amenity, the Contractor shall remit any such revenue derived from income generating services and programs to the District on a monthly basis as provided for in this Agreement. The Contractor shall keep close accounting of all revenue and expenditures and submit either a P & L or other applicable financial sales tracking reports provided by the point of sale system, to support all monthly sales and profit sharing arrangements.

v. At all times during operation of the River Club Amenity, Contractor shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing of the River Club Amenity. Contractor shall not utilize management level staff hired by Contractor to staff the River Club Amenity at other Contractor properties (except those related to the RiverTown community) without the express approval of the District, through its District Manager. Contractor shall not use District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Contractor-related businesses.

vi. Contractor shall ensure at all times there is a manager assigned to on-call duty, including nights and weekends. The individual designated to be on-call or on-site for such after-hours time periods shall be communicated to on-site staff working during such time periods. There shall always be management oversight, availability and communication. Included within the compensation provided for in this Agreement is the staffed days and hours as more specifically described in **Composite Exhibit C** attached hereto.

B. General Manager Position

- i. The Contractor shall be responsible, through the General Manager position, for the comprehensive management, operation and maintenance of the River Club Amenity, oversight of all of its employees, amenity-related independent contractors and licensees of the District, and responsible for the aiding District Management in the development of the amenity and capital reserve portion of the budgets related to the River Club Amenity, as more particularly described in **Composite Exhibit C**, and in the job description for the General Manager. This provision is meant to be exhaustive such that the Contractor shall be directly responsible for all management, operation and maintenance of the River Club Amenity.
- ii. The General Manager shall assist the District with recommending, establishing, implementing and ensuring compliance with rules, policies and procedures for the River Club Amenity, budgeting accountability, policy recommendations and enforcement, safety/security recommendations, resident satisfaction, and other matters of importance for the efficient and functional operation of River Club Amenity.
- iii. The compensation and general job description for the position are as set forth in **Composite Exhibit C**. This shall be a full-time position.
- iv. The General Manager reports directly to the District Manager. For reference purposes, attached hereto as **Exhibit D** is a District organizational chart, which may change from time to time in the District's discretion.

C. Field Operations Manager Position

- i. The Contractor shall be responsible, through the Field Operations Manager position, for the comprehensive facility management, operation and maintenance of the River Club Amenity, as set forth in **Composite Exhibit B**, including, but not limited to: oversight of all of its employees, independent contractors and licensees of the District performing work related to the field operations management scope, and responsible for input into the recreation and capital reserve portions of the budgets related to the River Club Amenity. The specific responsibilities are as set forth in the job description for the Field Operations Manager, attached hereto in **Composite Exhibit C**.
- ii. The compensation and general job description for the position are as set forth in **Composite Exhibit C**. This shall be a full-time position.
- iii. The Field Operations Manager reports directly to the General Manager. For reference purposes, attached hereto as **Exhibit D** is a District organizational chart, which may change from time to time in the District's discretion.

D. Lifestyle Coordinator Position

- i. The Contractor shall be responsible, through the Lifestyle Coordinator position, for creating and implementing: (i) comprehensive and varied schedules of events and activities at the River Club Amenity that will appeal to a broad spectrum of District

residents, guests and invitees ("*Lifestyle Activities*"), (ii) coordinating, planning, budgeting and execution of Lifestyle Activities with outside vendors including, but not limited to, Mattamy Jacksonville, LLC, (iii) promoting Lifestyle Activities through multiple media platforms and newsletters, (iv) engaging and fostering relationships with current and prospective residents, and (v) identifying, vetting and coordinating with a variety of local and regional vendors for Lifestyle Activities, all of which is as more particularly set forth in **Composite Exhibit C**. The Contractor shall be responsible, through the Lifestyle Coordinator position, for the oversight of all of its employees, independent contractors and licensees of the District performing work related to the Lifestyle Activities, and the activities as more particularly described in **Composite Exhibit C**.

ii. The compensation and general job description are as set forth in **Composite Exhibit C**.

E. River Club Amenity Cafe and Guest Services Positions

i. The Contractor shall provide guest and café food services, in line with the job descriptions and functions as set forth in **Composite Exhibit C**. These amounts shall be inclusive of the staff positions set forth in **Composite Exhibit C** and include, but not be limited to: associated wages, salaries, associated taxes, human resource administration, background checks, drug screening, and other employer's payroll expenses, and any processing fees, which specific job functions/services are compensated to Contractor at the pricing set forth in **Composite Exhibit C**, such that the positions and compensation shall be comprehensive for operation of the café facilities.

ii. The fees charged pursuant to **Composite Exhibit C** shall be billed monthly, in conformance with the invoicing terms set forth in the Agreement. The District shall only be charged for the portion of services actually rendered; if certain of the positions set forth in **Composite Exhibit C** are not staffed, the District shall not be charged for such positions.

F. Aquatic Facilities Management Services

i. The Contractor shall be responsible for all duties associated with aquatic management and maintenance of the aquatic facilities at the River Club Amenity ("*Aquatic Facilities*"), which shall include, but not be limited to: completing regular pool maintenance, along with management, scheduling, recruiting, hiring, training, and supervising all personnel. Contractor shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such services. Contractor and its employees shall be responsible for pool cleaning, brushing, and chemical readings consistent with Florida law and regulations and best practices.

ii. Contractor shall at all times be responsible for proper staffing during pool hours in accordance with the Aquatic Facilities' seasonal schedule, recognizing that this is expected to be a swim at your own risk facility without lifeguard staffing. All personnel employed by Contractor under this Agreement shall have current and up-to-date certifications, and undergo Florida Department of Law Enforcement and criminal background checks.

- iii. The Services assume the pools are open subject to weather conditions and Board direction. In the event that the Aquatic Facilities are closed earlier than expected, or for a period of time, on any given day during the term of this Agreement (including, but not limited to, during severe weather events, hurricane preparedness, etc.), Contractor agrees it shall not bill for, nor be due payment for, any hours which the Aquatic Facilities are not staffed.

G. Maintenance Staff Services

i. The Contractor shall be responsible for all duties associated with maintenance services at the River Club Amenity ("**Maintenance**") according to the terms provided for herein and as set forth in **Composite Exhibit C**, which shall include, but not be limited to: general facility and common grounds maintenance, maintenance of the Aquatic Facilities, and janitorial services, along with management, scheduling, recruiting, hiring, training, and supervising all personnel related thereto. Contractor shall be solely responsible for the cost of any training, uniforms, and certifications required to perform such services.

ii. The general nature of these Maintenance services is to provide staffing of individuals with requisite education, knowledge, skill and experience for the respective position. The total fees charged for each position shall be as set forth in **Composite Exhibit C** and shall be all inclusive of the staff positions set forth in **Composite Exhibit C**, and all associated wages, salaries, associated taxes, human resource administration, background checks, drug screening, and other employer's payroll expenses, and any processing fees. The fees charged pursuant to **Composite Exhibit C** shall be billed monthly, in conformance with the invoicing terms set forth in the Agreement. The District shall only be charged for the portion of Maintenance services actually rendered; if certain of the positions set forth in **Composite Exhibit C** are not staffed, the District shall not be charged for such positions.

4. COMPENSATION. Contractor shall be compensated for providing the Services described in Section 3 of this Agreement and exhibits hereto in accordance with the following terms:

A. The Agreement shall be for a one (1) year period beginning on the effective date of this Agreement, renewable or terminable pursuant to the provisions herein. The Agreement may be renewed for two optional one (1) year renewals at the compensation set forth herein, and on the same terms and conditions as set forth in this Agreement unless amended in writing by mutual agreement of the Parties. The direction to renew for an additional one (1) year period will be evidenced by motion of the Board at a noticed public meeting. The pricing below is inclusive of all costs, fees, charges and compensation, including mileage allowances, uniforms, cell phone charges, vehicle and any other items related to the performance of the Services except as otherwise provided for herein.

B. The pricing is as detailed in the attached **Composite Exhibit C**. The staffed hours of the River Club Amenity shall be in accordance with this Agreement and **Composite Exhibit C** and as directed by the District's designee, who shall be the District Manager. Contractor shall provide, upon request, copies of employee time and attendance records, documenting the total hours worked. Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered to the District at the offices of the District Manager on or before the fifteenth (15th) of the

month in which the invoice is being billed (e.g., for Contractor to receive timely payment for Services provided for the month of May, the invoice for May shall be delivered to the District Manager on or before May 15th). These monthly invoices are due and payable within fifteen (15) days upon receipt of the invoice by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

5. CONTRACTOR HIRING OF GENERAL MANAGER AND FIELD OPERATIONS MANAGER PROCEDURES. The Contractor shall be responsible for the Services, including the recruitment, selection and hiring of the position of General Manager and Field Operations Manager. Any costs associated with the hiring of either of these positions (i.e., recruitment, advertising, or relocation expenses) shall be borne by the Contractor as part of the Compensation provided for herein. The District cannot terminate the General Manager or Field Operations Manager. However, upon the determination of the District that the General Manager or Field Operations Manager or are not fulfilling his or her assigned duties in a satisfactory manner, the District, through its District Manager, shall confer with the Contractor regarding the failure to provide services in compliance with this Agreement. The Contractor agrees to resolve such issues expeditiously. The District retains its rights to terminate the Contractor for lack of performance and as provided for herein.

6. GENERAL PROVISIONS.

A. Contractor is an independent contractor. Contractor shall have sole authority as an independent Contractor in dealing with its employees and shall be solely responsible for all necessary insurance payments (including workers' compensation, as required by Florida law), payroll taxes and other deductions, and the provision of various benefits to its staff. Contractor shall be liable for the performance, or lack thereof, of employees of the District, of Contractor's employees and contractors, licensees, lessees and vendors that are within the Contractor's control. Contractor shall solely be responsible for oversight, control, direction and management of all personnel providing services of functions at the District and shall defend, hold the District, District officers and District staff harmless and indemnify the District, District officers and District staff against any employment or other related claims arising from the same. This provision is meant to be exhaustive such that any claims related to the provision of the Services arise, Contractor shall defend, hold the District, District staff and District officers harmless and indemnify the District, District staff and District officers. Contractor represents it has been provided consideration and payment of and for the Services and the indemnification provisions provided for in this Agreement.

B. Contractor shall promptly respond to any and all emergencies or problems related to the River Club Amenity and shall report to the District all known problems related to the River Club Amenity.

C. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost and in no event at an amount greater than cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

D. Contractor shall provide, at no additional cost to the District, company uniforms to all personnel providing the Services.

E. Contractor shall provide annual evaluations of all employees staffed at the District at a minimum. Such evaluations shall be standardized and provided in accordance with best employment practices. Contractor shall train employees with supervisory responsibilities, or cause such employees to be trained, including but not limited to the General Manager and various department heads, in human resources and employment best practices. This training at a minimum shall include such topics as performance management and terminations, corrective actions, social networking best practices and the "do's and don't's", harassment and discrimination, interviewing and handling difficult employees/conflict resolution.

F. All purchases made by any of the positions paid for pursuant to this Agreement or an addendum thereto will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. The District will be responsible for all operating expenses pertaining to the day-to-day operation that will be reasonably necessary for a public purpose of the District. These will include, but not be limited to, the following: District telephone services, utilities, operating supplies, and other related expenses to District specific operations not a part of the responsibilities of Contractor. No expenditure in excess of the amount budgeted for such may be made without prior Board approval except in the event of an emergency, in which case the Contractor shall report such expenditure and the reason for the emergency expense to the District Manager as soon as possible, but in no event later than seventy-two (72) hours.

G. Costs incurred by Contractor due to emergencies or at the written direction of the District shall be reimbursed to Contractor at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

H. The General Manager position staffed by Contractor shall (i) provide equal treatment and equal access to the River Club Amenity for all residents and paid users, and (ii) maintain the assets of the District in a manner consistent with direction from the Board, through adopted budgets and other Board direction, and consistent with the federal tax law and bond covenants, as applicable. Any substantial operational or budget change shall only be made as approved by the Board. Substantial shall mean a change that affects the integrity of one of the District's core programs or total projected operational fiscal year spending is expected to exceed the adopted fiscal year budget. The purchasing thresholds for the General Manager are pursuant to the policy adopted by the Board, which may be changed from time to time. The current policy is attached to this Agreement for reference purposes.

I. To the extent that any other terms provided in **Composite Exhibit C** conflict with the terms of this Agreement, the terms of this Agreement shall control.

7. **REVENUES FOR RIVER CLUB AMENITY PROGRAMMING.** Contractor is not entitled to any of the District revenues for Facilities programs whatsoever. The sole compensation for services provided hereunder are as defined in paragraph four herein and as identified in this Agreement.

8. CARE OF THE PROPERTY. Contractor shall use all due care to protect the River Club Amenity and property of the District, its residents, guests and invitees from damage by Contractor or its employees or agents. Contractor agrees to commence repair of any damage resulting from the Services within twenty-four (24) hours of notice thereof. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

9. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the River Club Amenity placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event within more than forty-eight (48) hours notify the District in writing of all such orders or requirements.

10. INVESTIGATION AND REPORT OF ACCIDENTS/CLAIMS. Contractor shall promptly and in no event within more than forty-eight (48) hours provide a written report as to all accidents, injuries or claims for damage relating to the River Club Amenity or related to the Services, including any damage or destruction of property, and shall cooperate and make any and all reports required by any insurance company, law enforcement agency or the District in connection therewith, unless the Board expressly directs Contractor otherwise, in writing.

11. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice to Contractor due to Contractor's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days' written notice without cause and for any reason whatsoever. The District shall have the right to terminate this Agreement immediately upon establishment of the Rivers Edge II Community Development District, which district is expected to own the River Club Amenity, and which petition for establishment has been submitted to St. Johns County. Contractor shall have the right to terminate this Agreement upon ninety (90) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the Services performed up to that date as sole means of recovery hereunder, subject to any offsets the District may have against Contractor. Upon termination of this Agreement, unless such termination results in the transfer of the terms and conditions to Rivers Edge II Community Development District, the Contractor shall, as soon as practicable, but in no event later than the effective date of termination or such other date as set forth in the following: (i) deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the River Club Amenity, the District operations, and such other accountings, papers, and records as the District shall request and are in the Contractor's possession or under the Contractor's reasonable direct control pertaining to the River Club Amenity; (ii) vacate any portion of the River Club Amenity then accessed by the Contractor as a consequence of this Agreement; and, (iii) furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

12. INSURANCE.

A. Contractor shall maintain throughout the term of this Agreement the following insurance:

(i) Workers' Compensation Insurance in accordance with the laws of the State of Florida.

(ii) Commercial General liability insurance with the following limits:

\$3,000,000	General Aggregate
\$1,000,000	Products/Completed Operations
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence

(iii) Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Facilities whether non-owned or hired, with a combined single limit of \$1,000,000.

(iv) Employer's Liability Coverage with limits of \$250,000.

(v) Professional Liability Insurance with limits of \$1,000,000.

(vi) Employment theft dishonesty insurance in the amount of \$500,000.

(vii) Abuse/Molestation coverage in the amount of \$1,000,000.

(viii) Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$5,000,000.

B. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. The District, its Board members, the District Manager, District Counsel, District Engineer, officers, staff, employees, representatives, agents and trustees, along with Mattamy Jacksonville, LLC, and its officers, employees, representatives, agents and trustees, shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled during the term of this Agreement.

13. INDEMNIFICATION.

A. Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor will defend, indemnify, save and hold the District, and its Board members, the District Manager, District Counsel, District Engineer, officers, staff,

employees, representatives, agents and trustees, along with Mattamy Jacksonville, LLC, and its officers, employees, representatives, agents and trustees (altogether, the "**District Indemnitees**") harmless from all loss, damage, injury or any other claims whatsoever, including all judgments, liens, liabilities, debts and obligations resulting from the acts or omissions of Contractor's officers, directors, agents, assigns or employees.

C. For purposes of this section, "acts or omissions" on the part of Contractor's officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the River Club Amenity in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the River Club Amenity, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit license, certification, consent, or other approval.

D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this section 13 shall survive the termination or expiration of this Agreement.

14. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

15. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

16. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

17. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

18. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of both Parties hereto, both Parties have complied with all the requirements of law, and both Parties have full power and authority to comply with the terms and provisions of this Agreement.

19. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notice**" or "**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

A. **If to Contractor:** Vesta Property Services, Inc.
245 Riverside Avenue, Suite 250

Jacksonville, FL 32202
Attention: Dan Fagen
e-mail: DFagen@vestapropertyservices.com

B. If to District: 475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
e-mail: jperry@gmsnf.com

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jennifer Kilinski
e-mail: jenk@hgslaw.com

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

20. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

21. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

22. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in St. Johns County, Florida.

23. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and Contractor and shall remain in effect until 11:59 p.m. on March 31, 2019, unless terminated earlier in accordance with the provisions herein.

24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and accordingly,

Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jim Perry ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 1-904-940-5850, JPERRY@GMSNF.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

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

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

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

28. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

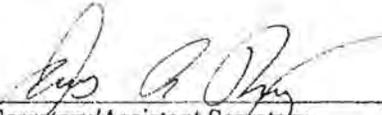
29. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

**RIVERS EDGE
COMMUNITY DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary,
Board of Supervisors


Chairperson/Vice Chairperson,
Board of Supervisors

Print Name: James A. Perry

VESTA PROPERTY SERVICES, INC.

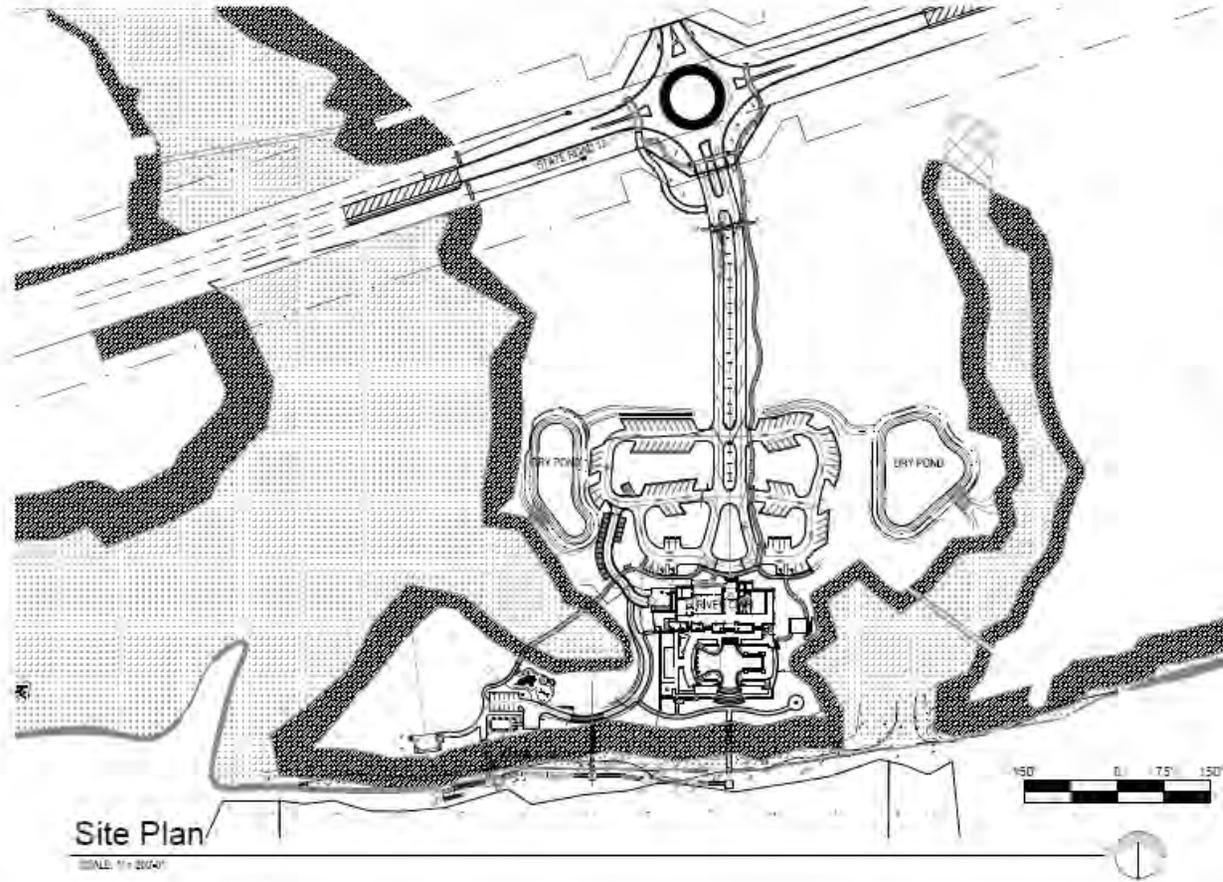
Cheyenne Skaggs
Witness

By: Ray C. Deary
Print: Ray C. Deary
Its: Vice President

Cheyenne Skaggs
Print Name of Witness

- Exhibit A:** Lease between District and Mattamy Jacksonville, LLC
Composite Exhibit B: River Club Amenity Area
Composite Exhibit C: Scope of Services
Exhibit D: Organizational Chart

Composite Exhibit B
River Club Amenity Area



Site Plan
SCALE: 1" = 200'

PROSSER
Civil & Mechanical Engineering
2000 Highway 100, Suite 200, Waco, TX 76786
767/871-1111
www.prosser.com

RIVERTOWN

RIVERCLUB
at
RIVERTOWN

Composite Exhibit C
Scope of Services

Rivers Edge
Community Development District
Vesta Property Services, Inc.
Amenity Management & Maintenance Services

Submitted by:



Vesta Property Services, Inc.
245 Riverside Avenue, Suite 250
Jacksonville, Florida 32204
(904) 355-1831

I. INTRODUCTION

Since its founding by Roy Deary in 1994, Jacksonville-based *Amenity Companies* has been the trail-blazer and leader in providing contracted amenity/recreation facility operations for planned-communities in Florida, touching the lives of hundreds-of-thousands of people over the past twenty years. Since 1998, we've continuously and successfully handled large, amenity facility-management/staffing contracts throughout the state. Communities have also contracted with us to benefit from our consulting expertise on behalf of new facility construction and extensive renovation projects.

In 2011, Amenity Companies joined Vesta Property Services, Inc., Florida's pioneer in combining amenity financing and management, lifestyle programming, and community association management services under one corporate umbrella. Vesta is headquartered in Jacksonville, has offices throughout the state, and has over 800 employees - most of which are dedicated on-site at our client-communities.

What Distinguishes Vesta from our competition?

- A. *Comprehensive Expertise & Engagement*: We provide a wide breadth-of-services (recreation facility management, maintenance, and lifestyle programming) at CDDs and HOAs throughout Florida, engaging tens-of-thousands of families every day with friendly, reliable, and passionate service-professionals.
- B. *Exceptional, Long-Term Relationships*: Our Amenities Division is marked by long-term relationships built upon close, personal ties between our customers, management team, and vendors. (We still serve our very first customer - Kings Point Delray – after 24 years!) This length and depth of our relationships corresponds with our high customer retention-rate, all of which reflects the loyalty and satisfaction that we've sustained with our customers and associates every day for the past two decades.

II. PROPOSED SERVICES

The District's detailed scope-of-work is outlined as follows:

- A. Community Management
 - 1. General Manager
- B. Amenities Staff
 - 1. Lifestyle Coordinator
 - 2. RiverClub Café Staff
 - 3. Guest Services Hosts
- C. Maintenance Services
 - 1. Facility Maintenance
 - 2. Pool Maintenance
 - 3. Janitorial

III. PERSONNEL

- A. The *Community General Manager* shall be employed to oversee all facets of the operation with a particular focus on guest services. Additional oversight includes maintenance, events, aquatics and food and beverage services. (*refer to Exhibit A*).
- B. A *Lifestyle Coordinator* shall have the responsibilities of creating and executing a wide variety of events and ongoing activities for a broad spectrum of residents (*refer to Exhibit B*).
- C. A *Field Operations Manager* shall oversee the day-to-day operation of all district assets, common grounds and service providers. (*refer to Exhibit C*).
- D. *RiverClub Café staff* shall provide food service to all patrons during agreed upon operating hours and special events. (*refer to Exhibit D pro forma*)
- E. *Guest Services Hosts* shall be employed to provide a wide range of services to all residents, prospective residents and approved guests. Duties include the greeting of patrons, providing tours of the facilities, issuance of access cards and policy enforcement. Staffing levels will vary based on the season.
- F. *Maintenance Staff* shall provide a variety of services to ensure all district assets are well maintained. (*refer to Exhibit F*).

IV. OTHER

- 1. Certification and Training:
Café staff shall hold the necessary ServSafe certifications

V. PRICING

- A. General Manager: **\$32,500**
- B. Lifestyle Coordinator: **\$30,750.00**
- C. Field Operations Manager: **\$30,750.00**
- D. River Club Café: **\$65,700.00**
- E. Guest Services for *River Club*: **\$90,206.00**
- F. Facility and Common Grounds Maintenance for *River Club*: **\$41,250.00**
- G. Pool Maintenance Services: for *River Club*: **\$9,113.00**
- H. Janitorial Services: for *River Club*: **\$16,133.00**

Total Annual Fees for all service components (A through I above) = **\$349,114.00**

Any future rate increases will not exceed 3.0% annually and are subject to board approval and shall be consistent with this Agreement.

Exhibit A

- a)** Act as a liaison between Vesta staff, District Staff and the Board of Supervisors.
- b)** Ensure that staff provide exceptional service for the benefit of all residents, guests and prospective home buyers.
- c)** Act as an ambassador of the community.
- d)** Provide tours of the amenities for new and prospective residents.
- e)** Act as an extension of sales agents and realtors in assisting prospective home buyers.
- f)** Hold subordinate managers (such as the F+B Manager, Field Operations Manager and Lifestyle Director) accountable to a high level of performance within their areas of responsibility. Provide direction and support to said staff.
- g)** Maintain an expansive knowledge of the history and current state of the entire community. Provide suggestions to the board relative to potential future needs of the district.
- h)** Resolve resident issues on a timely basis.
- i)** Recommend district policy changes as needed.
- j)** Maintain timely communication with the Board of Supervisor, CDD staff and support staff.
- k)** Issue comprehensive reports to the board at monthly meetings.

Exhibit B

- a) Develop and implement a wide variety of community-wide events, activities, and programs to help fulfill the residents' desired lifestyle and maximize their use of the amenities.
- b) Work closely with the Mattamy marketing team in the planning, budgeting and execution of events for residents and prospects.
- c) Promote the lifestyle of RiverTown through the community website, multiple social media sites and a monthly newsletter in addition to weekly e-blasts.
- d) Act as the "host" of each event by remaining available to build relationships with residents, guests and prospective home buyers.
- e) Identify and vet a variety of entertainment and specialty vendors that will be used for special event and lifestyle programming.
- f) Provide tours of the amenities for new and prospective residents.
- g) Complete administrative duties such as scheduling, registration and payment collection. Arrange payment to vendors by working with the developer and District Staff.
- h) Create child and adult team recreation activities.
- i) Ensure that all expenses stay within the lifestyle/special events budget.
- j) Management/Special Events Budgets (if any) and provide quarterly updates on all such expenditures.
- k) Hire, train and schedule special event staff for events (small and large).
- l) Debrief with personnel after the event in order to improve future events.
- m) Field resident questions, inquiries, and concerns regarding lifestyle programs.

Exhibit C

- a) Implement all policies and procedures established by the District as they relate to the day-to-day maintenance and upkeep of all District assets.
- b) Act as the primary point of contact for district supervisors and staff, residents and service providers.
- c) Report to and interact with district supervisors, staff and residents during monthly meetings. Implement District Board directives on a timely basis.
- d) Respond to resident inquiries in a timely and professional manner.
- e) Advise the CDD of any necessary repairs, extraordinary cleaning, or replacement items that may be required due to “normal wear-and-tear,” natural disasters, vandalism, etc. and secure cost estimates for same.
- f) Assist the District Manager in developing an annual maintenance budget and a long-term facility replacement schedule
- g) Maintain an up-to-date operations and maintenance manual, complete with current drawings.
- h) Create a detailed scope of work for projects requiring additional contractors. Work with and present to the board of supervisors when appropriate. Secure cost estimates and initiate work.
- i) Hire, train and hold accountable onsite maintenance staff. Areas of responsibility include; pool maintenance, janitorial services, outdoor facility maintenance and common grounds maintenance throughout the community.
- j) Assess the performance of all maintenance contractors. Hold all service providers accountable to a high standard. Report to board any remedial actions required.
- k) *Landscaping/Irrigation*: Oversee landscape maintenance/irrigation system provider’s performance through regular meetings and inspections. Action item lists will be created in documenting and monitoring problem-resolution. Work with provider’s management team to ensure compliance with contractual requirements and corrections to performance deficiencies, as needed.
- l) *Maintenance of Lakes/Holding Ponds*: Oversee performance of storm water-management system service provider, as well as pond maintenance provider. Ensure that inlets are maintained, debris around embankments is removed, etc.

Exhibit D

52 week period

Net Sales	\$9,690
Cost of Goods Sold (40% of Sales)	\$3,876
Gross Profit	<u>\$5,814</u>

Labor Expenses:

Total Labor Expense **\$65,700**

Other Expenses:

Operational Supplies(pots, pans, utensils, etc)	\$500
Uniforms	\$500
Consumable Supplies	\$1,500
Cleaning Supplies(EcoLab)	\$1,100
Licenses & Permits	\$2,000
POS Sys. Support	\$250
Printing & Copying	\$250
Risk Mgmt./Safety Cert.	\$250
Total Other Expenses	<u>\$6,350</u>
Net Income:	-\$66,236

Exhibit E

General Facility and Common Grounds Maintenance

- a) Daily cleaning of all outdoor structures.
- b) Thorough removal of debris and trash in and around the facility.
- c) Clean soffits, ceiling fans, light fixtures and all outdoor ceiling surfaces.
- d) Blow off entire pool deck and all entryways.
- e) Removal of spider webs, wasps' nests, mud daubers, etc.
- f) Maintain 3 tennis courts. Regular maintenance includes brushing, rolling and lining of all courts. Regular maintenance of the irrigation system. Inspection and repair of windscreens. Removal and application of surface material as needed.
- g) Assist the Field Operations Manager in maintaining all district common grounds and monuments. Maintenance includes management of dog waste stations and trash and debris removal throughout the property.
- h) Address (and report) safety hazards immediately.
- i) Spot pressure wash as needed.
- j) Projects and simple repairs as able.

Swimming Pool Maintenance

- a) Check pool water quality and complete appropriate form equivalent to DH *Form 921 3/98 Swimming Pool Report*, as required by Chapter 64E-9.004(13), FAC, each site visit.
- b) Conduct and record necessary tests for proper pool chemicals as required in order to maintain water quality levels within requirements of Chapter 64E-9.004(1)(d).
- c) Manually skim, brush and vacuum pools as necessary
- d) Clean pool tiles and scum gutters.
- e) Perform annual maintenance.
- f) Operate filtration and recirculation systems.
- g) Maintain pool at proper water level and maintain filtration rates.
- h) Check valves and other components for leaks and maintain in proper condition.
- i) Advise the District of any necessary repairs, cleaning, or replacement items required due to normal wear & tear, "Acts of God," or vandalism. Such repairs shall be billed separately upon written approval of the District.

Note 1: *Additional service and chemicals due to natural disasters or gale-force winds shall be billable to the District at cost.*

Note 2: *Pool chemicals necessary to maintain water quality in accordance with Florida law shall be purchased directly by the District and shall not be included in the pool maintenance price proposed herein.*

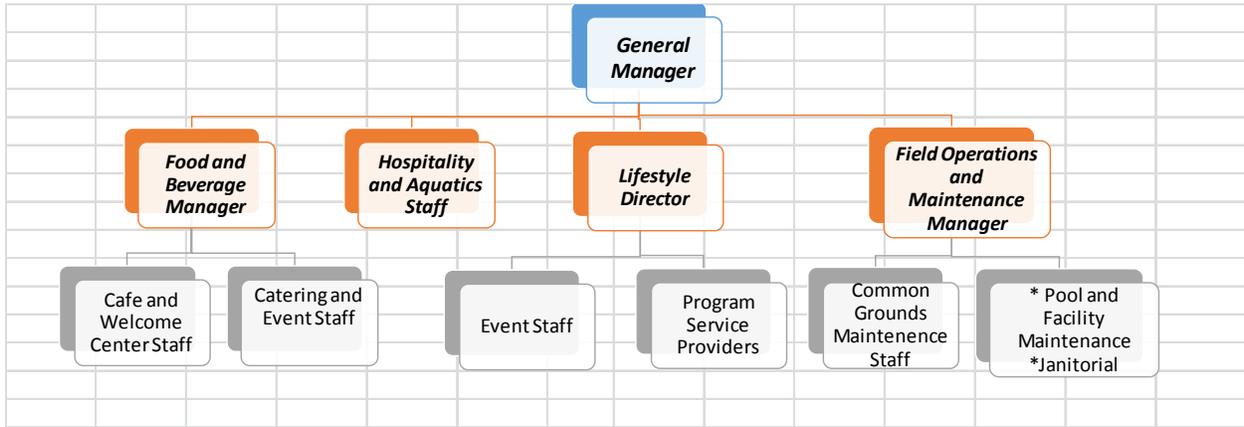
Janitorial Services

- a) Maintain general appearance of all indoor spaces by vacuuming carpet, dusting of all fixtures, mopping floors, cleaning windows, bathrooms, counters and tiled areas.
- b) Window cleaning includes window ledges and blinds.
- c) Bathroom cleaning includes all toilets, bases behind toilets, counters, mirrors and shower stalls. Soap dispensers shall be cleaned and filled when necessary. Paper product dispensers shall be restocked as needed.

- d) Dusting includes the cleaning of window ledges, vents, furniture bases, shelves, picture frames, counter tops, tables, televisions and fitness equipment.
- e) Straightening of all furniture and fixtures.
- f) Removal of all interior trash.

***Note:** Should extraordinary cleaning services be required (as agreed to by the District Manager or the Board of Supervisors), such special janitorial services and/or equipment/supplies shall be billable to the District.*

Exhibit D
Organizational Chart



NINTH ORDER OF BUSINESS

A.

Non-Motorized Watercraft Storage Space Lease Agreement

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, some of the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose certain parts of the information you submit to us.

Resident, _____, residing at _____ hereby agrees to lease Kayak/Paddle Board Storage Space _____ from Rivers Edge Community Development District (the "District"), or its successor in interest the Rivers Edge II Community Development District, as applicable, from the date of signature below until this lease is terminated as set forth in paragraph 13 of the terms, for a total annual rental of \$125.00 to be billed annually. The said storage space will be utilized solely for the purpose of storing the following described kayak/paddle board:

Type of Watercraft: _____

Make of Watercraft: _____

Color of Watercraft: _____

Length of Watercraft: _____

Year of Watercraft: _____

TERMS OF THE LEASE AGREEMENT:

1. The District and/or its assigns, reserves the right to require the undersigned resident, hereinafter referred to as "Owner," to move his/her watercraft upon five (5) days written notice thereof to another storage space or to another storage location, such as the garage of Owner. The Owner must provide his/her own way to move his/her watercraft to comply with the District's request. The District reserves the right to mandate immediate removal if there is a health, safety or welfare issue associated therewith.

2. The District agrees to keep the storage spaces and launch platform in reasonable repair so as to be usable at all times barring situations and events outside of the District's control.

3. The Owner agrees not to allow any extensive maintenance or repair of the non-motorized watercraft at the dock or storage areas without notification to and approval from the District's Amenity Manager.

4. The undersigned Owner on his/her own behalf, and on behalf of his/her heirs, executors and administrators, releases and forever discharges the Released and Indemnified Parties (defined below), from any and all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with any and all acts or omissions related to the use or storage of the Owner's watercraft, negligent or otherwise, of the Released and Indemnified Parties and any other persons who are guests, workmen, other owners, trespassers or agents of the Released and Indemnified Parties, and further agrees to indemnify and hold each of the Released and Indemnified Parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, all attorney's fees and disbursements. The "Released and Indemnified Parties" are the District, the Rivers Edge II Community Development District, Mattamy Jacksonville LLC, its manager, Mattamy Florida LLC, its manager, Calben (Florida) Corporations, Vesta Property Services, Governmental Management Services, LLC, and all related and affiliated companies, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities.

5. Owner hereby certifies that he/she owns the above-described watercraft and agrees to provide the

District's Amenity Manager written notice, within two (2) business days, of any transfer of ownership of any watercraft of Owner occupying said storage space. This Lease shall terminate without refund to Owner if Owner fails to provide certification of current ownership of any watercraft occupying the leased storage space within fourteen (14) days after requested to do so by the Amenity Manager.

6. Owner agrees and covenants that he/she has read the Rules and Regulations listed in the District's River Club Amenities Rules Handbook under "Non-Motorized Watercraft Storage and Rentals," which is attached hereto as **Exhibit A** and made a part of this Lease Agreement. Owner agrees to abide by these rules and regulations, and noncompliance after written notice of violation may, at the District's discretion, result in termination of this Lease upon fourteen (14) days-written notice and shall provide a prorated refund for any prepaid annual rental fee, if applicable.

7. The Owner assumes all liability for damages, other than normal wear and tear, to the storage area and launch and other property of the District, as well as damage to the property of other lessees of storage space and of docks. This liability is unrestricted, covers any and all liability for damages, including any damages from negligence, storms, and acts of God that may impact the storage space, launch platform, docks, piers, pilings, seawall and other property of the District and the property of other lessees of storage and dock space.

8. The Owner leases the storage space on an as-is basis. The Owner assumes total responsibility for safely storing and launching his/her watercraft at all times and under all circumstances.

9. The District may change the annual rental fee at its sole and absolute discretion at the beginning of each rental year and in accordance with Florida law.

10. Owner shall have access to the watercraft during River Club operating hours.

11. All watercraft shall be returned and secured in the storage shed no later than a half hour before sunset.

12. This Lease shall be governed by the laws of the State of Florida.

13. This Lease may be terminated by the District at its sole and absolute discretion upon five (5) days written notice to the Owner.

By signing below, I certify that I have read and understand this Lease, including the release and indemnity provision contained herein, and that I am eighteen (18) years of age or older.

Owner Signature

Date

Owner name (printed)

Owner Cell Phone #: _____

Owner Email: _____

District Amenity Staff Signature

Date

The \$125 storage rental fee check is to be made out to the Rivers Edge Community Development District.

Additional users that may utilize the kayak/paddleboard:

1. _____ 3. _____

2. _____ 4. _____

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

r YES r NO

If you checked "YES," please explain which exemption you qualify for:

If you checked "YES," please provide a written request for maintenance of such exemption to District staff at the following address:

Rivers Edge Community Development District
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: District Manager

Exhibit A

River Club Amenities Rules Handbook

[Insert River Club Amenities Rules Handbook]

B.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT
COMMUNITY GARDEN
PACKET**

GARDEN DISCUSSION CHECKLIST

The RiverTown Lifestyle Director should discuss with prospective participants how the garden operates, the responsibilities of gardeners, and the possibility of the garden lease being terminated. This discussion should occur before the Gardener's Agreement is signed so that the gardener can decide whether to participate.

TOPICS:

Garden Operations

Plot and Common Area Upkeep: Advise gardeners of responsibilities of maintaining garden.

Supplies: Advise gardeners that he/she will be responsible for his/her own seeds, plants, supplies, and tools, other than those tools provided by District.

Term: Reinforce that once a gardener signs the Gardener's Agreement, he/she is responsible for his/her own plot until the end of the term.

Season and Hours: Advise that the garden is accessible year-round and is open from dawn until dusk.

Garden Rules: Provide the gardener with the rules and regulations, and explain that they must be obeyed by all gardeners, highlighting any serious offenses.

LEGAL RESPONSIBILITIES

Compliance with Garden Rules: Emphasize that gardener must comply with the rules or lose the privilege of gardening.

No Transfers: Emphasize that a gardener cannot transfer use of the plot without the garden coordinator/ leadership team's approval.

Lease: Emphasize that the garden exists because of the generosity of the District, who can terminate the lease and close down the garden with thirty days' notice or immediately in the event of a health, safety and welfare risk.

Liability Waiver: Remind the prospective gardener that risks come from participating in the garden and that by signing the Gardener's Agreement, the gardener waives any claims against the District. Mattamy Jacksonville LLC, its manager, Mattamy Florida LLC, its manager, Calben (Florida) Corporations, Vesta Property Services, Governmental Management Services, LLC and all related and affiliated companies, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities for injury, wrongful death, property damage, or any other claim.

GARDEN ORIENTATION FOR NEW GARDNERS

The Lifestyle Director should hold an orientation session on site with new gardeners after the new gardeners have signed the Gardener's Agreement. The District may also require that all new gardeners attend such an orientation.

TOPICS:

- I.** Introduction of the Lifestyle Director
 - a. Review mission of the garden common
 - b. Explain the role of the Lifestyle Director be reported
 - c. Provide contact information common areas)
 - d. Show where notices and rules are posted features of any communal tools, etc.)
- II.** Tour of Physical Site: Highlight any rules that apply to specific features of the garden
 - a. Gate and garden access (including operating guest, and pets policies hours) duties
 - b. Water source and use
 - c. Waste disposal (if located on site)
 - d. Common areas
 - e. [*Compost pile*]
 - f. [*Toolshed*]
assigned plots
to gardeners
fee
- III.** Plot Maintenance
 - a. Show example of a model plot (types of plants, weeding, etc.)
 - b. Review policy regarding pesticides / herbicides
 - c. Suggest locations where garden
- IV.** Safety
 - a. Demonstrate or highlight safety concerns that should (overgrowth, unsafe
- V.** Policies
 - a. Review conduct,
 - b. Reminder about
 - c. Consequences for offenses
- VI.** Getting Started
 - a. Direct gardeners to their
 - b. Assign gate key code
[*upon receipt of rental*

supplies can be
purchased

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INDIVIDUAL LICENSE AGREEMENT

I, _____ (print name), a Rivers Edge Community Gardener, on _____ (date) hereby acknowledge and agree:

1. **Term.** This Agreement shall commence on the date first written above and shall continue until the above named is no longer a Rivers Edge Community Gardener in compliance with the Rivers Edge Community Gardener's Agreement as described in **Composite Exhibit A** or until otherwise terminated by the Rivers Edge Community Development District ("District"), with or without cause. The District has sole and unrestricted discretion to terminate this Agreement.

2. **Use.** The Rivers Edge Community Development District hereby grants to the above a limited license to garden in plot number _____ and to participate in the maintenance and operation of the Rivers Edge Community Garden on certain lands owned by the District and located in St. Johns County, Florida (the "Property"), as identified in **Composite Exhibit A**. Use of the Property shall be for the sole purpose of gardening in plot number _____ and of maintaining and operating the Rivers Edge Community Garden as set forth in this Agreement and as described in **Composite Exhibit A**, which is hereby incorporated by reference as if set forth herein. Any other use is prohibited and shall subject this Agreement to termination by the District. There shall be no use of, or act in connection with, the District's Property that is in violation of any law, rule, or ordinance established by any federal, state, municipal or local governmental or regulatory agency, or covenant running with the Property. Parking is not authorized on the Property. Parking is only allowed in existing, paved parking spaces. No livestock or other animals may be kept on the Property. No produce or other products of the Rivers Edge Community Garden shall be subject to sale.

Signed: _____ Date: _____

Print Name: _____

COMPOSITE EXHIBIT A

Rivers Edge Community Gardener's Agreement

As a Rivers Edge Community Gardener, I, _____ agree:

1. To pay a One-Time Membership Enrollment fee of \$75 (not tax-deductible). Enrollment fee is good as long as you pay your dues.
2. To pay \$125/year (not tax-deductible) to cover Community Garden expenses (Can be paid as 2 payments of \$62.50 Due Jan 1 for Jan 1-June 30 and July 1 for July 1-Dec31)
3. To plant a spring crop by April 15th, a summer crop or cover by July 1st, and a fall crop by November 1st.
4. To visit the garden—personally or via proxy—at least twice a week.
5. To keep weeds to a minimum and my plot “neat and tidy” without the use of inorganic chemical weed killers (i.e. Roundup).
6. To maintain the areas immediately surrounding my plot.
7. To dispose of weeds and plant materials in designated compost area.
8. To water only when on-site (hand water only).
9. To participate in at least four community garden workdays per year, including a late-summer/early-fall cleanup and a pre-spring spruce-up.
10. To minimize or plant tall and sprawling crops where they will not interfere with neighboring plots or overtake shared pathways.
11. To harvest personal crops when mature, within one (1) week.
12. To pick only my own crops unless given permission by another plot member.
13. To use organic soil amendments and pest control methods and will not bring or use outside inorganic commercial products in this garden.
14. To refrain from bringing pets to the community garden.
15. To inform community garden leadership team or coordinator if I am no longer able to tend my plot; will be absent for a long period of time; or have asked a friend to tend my plot.
16. That if I am not in compliance with this agreement and do not remedy the situation within 14 days, my plot will be reassigned to the next person on the waiting list.

Gardener has read the Rivers Edge Community Garden Rules enclosed herewith and incorporated herein by reference and agree to fully abide by same. Furthermore, Gardener understands that in exchange for his/her right to participate in the Garden, Gardener on his/her own behalf, and on behalf of his/her heirs, executors and administrators, releases and forever discharges the Released and Indemnified Parties (defined below), of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation in such activity, and further agree to indemnify and hold each of the released parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses, including, but not limited to, all attorney's fees and disbursements. The released and indemnified parties are the Rivers Edge CDD, Mattamy Jacksonville LLC, its manager, Mattamy Florida LLC, its manager, Calben (Florida) Corporations, Vesta Property Services, Governmental Management Services, LLC and all related and affiliated companies, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities (“**Released and Indemnified Parties**”). Gardener understands that

this release and indemnity agreement includes any claims based on the negligence, action or inaction of any of the above released parties and covers bodily injury (including death), any and all medical claims and expenses, and property damage, whether suffered by Gardener, before, during or after such participation.

Make checks payable to Vesta Property Services, Inc., with a note that it is for the Community Garden.

Signed: _____ Date: _____

Name: _____

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In exchange, as a Rivers Edge Community Gardener, Gardener may expect to enjoy:

1. Use of a 4' x 8' raised garden plot for growing seasonal produce.
2. Water for irrigation.
3. The convenience of a shared “tool library,” or community garden tool shed.
4. A place to gather and connect with neighbors.
5. An opportunity to rediscover and teach children how people used to get food.
6. A fresher, healthier diet.
7. Monthly gardening, cooking, composting or other food-related educational opportunities.
8. A chance to live more sustainably.

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GARDEN CLUB RULES

These Rules are intended to help all our Gardeners grow fresh, healthy food in a thriving garden and to help create a sense of community among our gardeners. Rivers Edge Community Development District (the “District”) owns the Garden, and administers these Rules. Every person who has a plot in the Garden (called “Gardeners”) must sign a legal agreement with the District in which the Gardener agrees to comply with these Rules.

ACCESS TO THE GARDEN

Season: The Garden is open and accessible all year.

Hours: Gardeners may be in the Garden between dawn and dusk.

Keys and Security: District will give each Gardener the combination to open the lock to the garden and the garden shed. Gardeners will pay a yearly \$125 rental fee in exchange for receiving the combination code. On leaving the Garden, Gardeners are responsible for locking the gate if there are no other individuals in the Garden. Gardeners will follow any additional security guidelines that may be announced by District.

GARDEN PLOTS

Use of Own Plot: Gardeners may use only the plots assigned to them by the District. Gardeners will maintain their plants within their plots and will trim any plants that extend into neighboring plots or into common areas. Gardeners shall not alter the dimensions of their plot.

Plantings: Gardeners may plant vegetables, fruits, and flowers. Gardeners shall not grow any plants above 4 feet in height.

Supplies: The District will fill each plot with organic potting soil. The District will provide the following equipment to be shared: garden hoe, short handle digging shovel, garden rake, garden cart and a storage rack for these items. Gardeners are solely responsible for providing their own seeds, plants, fertilizer, and any tools not provided by the District or Gardeners collectively.

Organic Methods: Use of compost, organic mulch, and weeding is always acceptable. Inorganic material is prohibited.

Water: Each Gardener is responsible for hand watering his or her own plot. Gardeners will not overwater their plants or leave a hose unattended. [The cost of water is included in the cost of plot rental, so any excessive water usage may cause the cost of plot rental to increase the following year.]

Tools: Gardeners may bring their own tools into the Garden to use in their plots, but they cannot store any tools in the Garden. Gardeners are responsible for any damage caused by tools they bring into the Garden. Gardeners shall not use any power tools, such as those that require gasoline, batteries, or electricity.

Plot Maintenance and Trash: Gardeners will maintain their plots and adjacent paths in a clean and neat fashion, promptly removing any weeds, overgrowth, or other waste from their plot. Gardeners will promptly harvest edible plants, within one week. Gardeners are responsible for hauling and disposing of their own trash, such as weeds, boxes, trays, bags, packets, and similar items.

Yearly Clean-up: Gardeners will perform a minimum of four community garden workdays per year, including but not limited to their plot.

Compost. Gardeners will place any organic waste such as weeds, dead plants, or rotten produce, in the compost pile designated by District.

Absence: Gardeners shall not abandon their plots. Abandonment means failing to maintain a plot for [2 weeks]. If a Gardener expects to be away from the Garden for more than [2 weeks], but less than [3 months], he or she must inform District. The Gardener and the District will then determine an alternative, such as a temporary substitute, acceptable to both. Gardeners who are away for more than 3 months will lose their plots.

No Personal Property: Gardeners shall not keep any personal property on their plots or in the Garden when they are not in the Garden. If Gardeners leave personal property on their plots after the termination of their participation in the Garden, and in no event is the District responsible for personal property. If items are left for a period exceeding 24 hours, the District may keep, donate or sell the abandoned property.

COMMON AREAS AND RESPONSIBILITIES

Common Tools: The District will provide a set of tools in a storage shed in the Garden for use by all Gardeners (the “Common Tools”). Gardeners will return the Common Tools to the storage shed as soon as they are finished using them. If a Common Tool appears dangerous or in disrepair, Gardener will not use the Common Tool and inform District immediately.

Common Responsibilities: Gardeners will keep clean and neat any common area, such as pathways and storage sheds. Gardeners will promptly report any concerns about the safety of the Garden to the District. If there is vandalism, storm damage, or other damage to the Garden, all Gardeners are expected to help in cleaning up and restoring the Garden to its prior condition, but the District will bear the cost of the repairs.

COMMUNICATION

Garden Management: The District has complete authority to interpret the Rules and make decisions.

Communication: The Lifestyle Director will act as the official point of contact for the District and Gardeners.

Contact Information: The District will post garden communication on the bulletin board at the mail kiosk in The Landings. Gardeners must tell the Coordinators of any change in their contact e-mail addresses or phone numbers.

Gardener Input: Gardeners are encouraged to provide suggestions about Garden operations to the Lifestyle Director. Gardeners should contact the Lifestyle Director directly relating to day- to-day operational matters.

Gardener Orientation: New Gardeners must sit down with the Lifestyle Director for a brief orientation of the Garden Club Rules.

CONDUCT

General Conduct: Gardeners are expected to be civil, honest, and cooperative in dealing with the District, Garden neighbors, other Gardeners, and guests of other Gardeners.

Guests: Gardeners may bring guests, including children, into the Garden, provided that the guests comply with the District's adopted Policies, Regulations and Rules. Gardeners will supervise any child under the age of fourteen. Gardeners will be responsible for the conduct of children and their guests including making sure they do not damage or interfere with activities on other plots or otherwise engage in inappropriate conduct. Guest violations of these Rules are treated as violations by the Gardener.

Pets: Gardeners shall not bring any pets or animals into the Garden, including for burial.

Respect Others' Property: Gardeners shall not enter other plots, use another Gardener's tools or supplies, or harvest another Gardener's produce, without the explicit permission of the other Gardener. Gardeners shall not enter property next to the Garden without the owner's permission.

No Illegal Plants: Gardeners shall not grow any plants considered illegal under state or federal laws. For example, Gardeners shall not grow Cannabis sativa (marijuana), whether or not the use of marijuana may be lawful for medical purposes under state law.

Compliance: Gardeners must comply with all applicable local, state, and federal laws.

No Firearms: Gardeners shall not carry, use, or store firearms in the Garden.

No Smoking: Gardeners shall not smoke in the Garden.

No Alcohol/Drug Use: Gardeners shall not consume or use alcohol or illegal drugs while on the Garden premises. Gardeners shall not bring alcohol or illegal drugs onto the Garden premises. Gardeners shall not come into the Garden while under the influence of alcohol or illegal drugs.

No Fires or Cooking: Gardeners shall not start or maintain a campfire, burn weeds, use a barbecue grill, or cook in the Garden.

No Loud Music: Gardeners shall not play music or the radio loud enough to be a nuisance to other Gardeners or to the Garden's neighbors.

No Sales: The Garden is for personal, noncommercial use only; Gardeners shall not sell any produce or flowers grown in the Garden.

PROBLEMS

Dispute Resolution: Gardeners will raise any disputes about the Garden or with fellow Gardeners with the Lifestyle Director. The Lifestyle Director will have the power to hear these disputes and will resolve them in the best interest of the Garden.

Rules Violations: Gardeners may lose their rights to participate in the Garden if they fail to comply with any of these Rules. If a Gardener:

- endangers other Gardeners, District, neighbors, or other individuals;
- takes or uses another Gardener's tools, supplies, or produce without permission;
- encroaches on Garden neighbors' property;
- grows illegal plants;
- carries, uses or stores firearms in the Garden; or,
- uses alcohol or illegal drugs in the Garden.

The District may, at its sole and absolute discretion, terminate immediately the Gardener's right to participate in the Garden. If such termination occurs, the Gardener must leave the Garden by the end of Garden hours on the termination day and shall not reenter without District's permission.

If a Gardener violates any other of these Rules, District will inform Gardener of the violation by sending an email to Gardener or putting a red flag on Gardener's plot. Gardener will have one (1) week, unless a faster resolution is warranted by the facts/circumstances around the violation, to correct the violation. If the violation is not corrected within one (1) week, or as determined by the District in its discretion, the District may, at its discretion, terminate the Gardener's Agreement. After termination, Gardener will have two (2) weeks to harvest and clean up the plot.

Upon termination for any reason, a Gardener will promptly return to the District any District property. Terminated Gardeners are not entitled to any refunds or other payments from the District.

No Limit on District Rights: The process described in this Section shall not: (i) limit the District's ability to enforce its rights under these Rules; (ii) limit or qualify a Gardener's obligation to comply with applicable law or the Rules; or (iii) limit the District's right to notify and/or involve government authorities as it may determine.

No Refund or Other Claims: Gardeners under no circumstances will be entitled, directly or indirectly, to any refunds, any direct, incidental, consequential, punitive, or other damages, any other forms of compensation from the District or the owner of the Garden's land, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of termination from participation in the Garden.

OTHER PROVISIONS

Changes in the Rules: District may amend these Rules in its discretion without advance notice. District will provide all Gardeners with a copy of the current Rules and will summarize any changes in the next annual meeting. The Gardeners, through the Lifestyle Director, may propose Rules for the District's consideration.

Garden Agreement Controls: Nothing in these Rules limits, qualifies, or otherwise affects the Garden Agreements between the District and each Gardener. Should there be any ambiguity or conflict between a Gardener Agreement and these Rules, the Gardener Agreement will control.

Waiver: Any waiver by the District of these Rules must be in writing and signed by the District. Failure, neglect, or delay by the District at any time to enforce the provision of these Rules will not be considered a waiver of the District's rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules will not be considered a waiver of any later breach or the right to enforce any provision of these Rules.

No Discrimination: District will not discriminate on the basis of race, color, national origin, religion, sex, disability, age, medical condition, ancestry, marital status, citizenship, sexual orientation, gender identity, or status as a veteran.

Translations Not Binding: District may provide Gardeners with a translation of these Rules and related summaries or other explanatory materials. District does so as a convenience. Should there be any ambiguity or conflict between the English and the translated versions of these documents, the English language versions will control. They, not the translations, are the official, legally binding documents.

I have read and understand the Garden Club Rules:

Signature of Applicant

Date

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Rivers Edge Community Garden Application

Name: _____

Address: _____

Best Phone #: _____

Email Address: _____

What interests or what excites you most about the Rivers Edge Community Garden?

What do you hope to grow in your plot?

In what ways has the raising of food been part of your life?

In addition to manual labor, what skills or service(s) would you be willing to offer to the Rivers Edge Community Garden? And/or what dreams or ideas do you have for the community garden that you would be willing to help bring to life?

Businesses/Organizations/Institutions (e.g. schools) to which you are connected that might be interested in partnering with the community garden in some way (and how):

To complete the application, please sign the Gardener's Agreement above and submit payment in compliance with this Agreement.

Thank you for your interest in the Rivers Edge Community Garden!

~Rivers Edge Community Garden Leadership Team~

[Insert depiction of Garden area]

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C.

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
Resident Clubs - Guidance Document

Greetings! The Rivers Edge Community Development District (“*District*”) is proud to make available Resident Clubs. This memo will explain the benefits each can offer you. Please contact the General Manager’s Office with any questions.

PURPOSE: The District will be facilitating Resident Clubs, as further described below, to expand the activities available to residents and paid users of the District, and to support and promote resident sponsored and organized RiverTown community groups and activities.

RESIDENT CLUB: Restricted to District residents and paid annual users only (together, “*Resident(s)*”, which shall have the same meaning as the term “Patron(s)” as defined in the District’s Policies Regarding District Amenity Facilities (the “*District’s Policies*”). Resident Clubs may have the opportunity to meet in the District’s facilities, when available and as described herein.

The District is pleased to offer the use of its resources to assist District Residents in getting to know each other and the RiverTown Community. The District’s role is to:

1. Facilitate the promotion of the Club through emails and the District website, as time allows.
2. Receive Resident requests to form Clubs as provided herein.
3. Verify the person requesting to join the Club is a Resident when requested by a Resident Club Leader.
4. The District may provide limited meeting or activity space, when available, in a manner consistent with the District’s Policies and this form.
5. Provide required paperwork for formation of the Resident Club and present the request to the Rivers Edge CDD Board of Supervisors.

HOW DO I START A CLUB?:

As a Resident Club Leader, you may:

1. Create a concept for a Club.
2. Apply to the District for use of the District’s facilities, as provided for herein.
3. Find a location for the Club to meet.
4. Be responsible for Club activities and content for Club meetings.
5. Abide by the rules set forth by the District.
6. Report Club attendance to the District upon request.
7. Provide reasonable information on Clubs, including membership and activities, upon request by the District.

WHAT RULES APPLY TO CLUBS:

1. All records and activities of all Clubs may be considered public records and may be subject to public disclosure upon request. This includes Club membership rolls.
2. ALL members of Resident Clubs must be residents of the District. No exceptions.
3. Clubs must provide the District office a list of all members before using District resources to ensure compliance with District rules and must have executed a waiver of liability attached hereto.
4. Clubs need at least two (preferably more) events, activities, or Club meetings per year to remain an “active” club; as well as have at least two active Club members in addition to the leader.
5. Club members need to appoint a co-leader and/or someone designed to take the primary leader’s place or serve as next-in-line for decisions if the leader is unavailable or leaves the role. If this does not occur, the District has the right to discontinue listing and promoting the group as an official Club.
6. No person shall be compensated, in any manner, for their involvement or leadership of a Club or for any other reason without the express written permission of the General Manager, in writing. This includes clubs for fitness-related or sports-related activities.
7. Clubs must not use the names “Rivers Edge” or “RiverTown” or “Mattamy” or any variation thereof in published or advertised materials or any other manner without the express written permission of the District.
8. No fees shall be charged except for nominal amounts to cover incidental Club expenditures without the written permission from the General Manager.
9. Clubs must provide reasonable information, including membership and activities, upon request by the District.
10. All activities of the Club must be legal and in accordance with the District’s Policies.
11. Note that the District does not endorse or express an opinion on any Club or any activities within or opinions expressed by a Club. No Club is considered an agent or arm of the District in anyway whatsoever. The sole purposes of recognizing Club’s is to allow for the orderly, efficient and safe use of District facilities.

CAN CLUBS USE DISTRICT AMENITIES AND MEETING SPACES?

Authorized Resident Clubs may use the District’s facilities in accordance with the District’s Policies and these forms. Facility use will be determined on a first come, first served basis. Already established Clubs and the Clubs with the highest attendance will be given priority for selection of meeting days and times.

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
Resident Clubs – Application

Resident Clubs are an enhancement to the residents of the Rivers Edge Community Development District (“**District**”). Clubs at the District are designed to help residents and paid users (together, “**Resident(s)**”, which shall have the same meaning as the term “Patron(s)” as defined in the District’s Policies Regarding District Amenity Facilities (the “**District’s Policies**”)) to pursue common interests in hobby, recreational, social, service and cultural endeavors, while building community spirit and expanding horizons. Clubs should encourage their members to fully participate and enjoy the diverse programs and facilities within the District that make life here so enjoyable and rewarding. All Clubs are required to complete the following form in order to receive the benefits offered.

Starting a Club is a three-step process:

- A. Complete the form below and return it to the General Manager’s Office, as noted below.
- B. The District will review the form for completeness and compliance and for availability of District facilities, if applicable.
- C. If approved, the District will communicate such approval or the reason for denial and next steps.

1. Proposed Club name: _____

2. Name of club leader/main contact: _____

3. Address of club leader/main contact: _____

Phone Number (1): _____ Phone Number (2): _____

Email address: _____

4. Is this a Resident Club as defined above? _____

5. Please tell us about your club. For example, what kind of activities/functions does your club plan to host? (Please attach additional pages as necessary.)

6. When, including how often, will your Club meet? (Date/Time/Frequency) _____

7. Where do you anticipate your Club will want to meet? _____

8. The targeted audience for the Club is: _____

9. Please mark which categories are applicable to the Club or Interest Group:

- Arts & Crafts Community Culture Education

- Social Recreation & Leisure Sports & Athletics Other

10. If a similar club already exists within the District, what distinguishes your club? _____

11. How will you recruit members and encourage participation in Club activities? _____

12. Will you be collecting dues or managing any funds associated with Club activities?

- Yes No

13. Who will be responsible for the management and protection of the Club's financial funds?

14. Is any person compensated, in any form, for their involvement or leadership of the Club? This includes clubs for fitness related or sports related activities.

- Yes No

15. How will the Club and its activities be promoted? (Please list): _____

16. Do you currently have any proposed advertising and/or logo? (If yes, please attach sample.)

- Yes No

17. Please list the contact information of at least one other District resident (Club member) who may be an alternate leader in your absence or departure.

Name: _____

Address: _____

Phone Number: _____ Email Address: _____

Name: _____

Address: _____

Phone Number: _____ Email Address: _____

18. Did you read and understand the rules applying to your Club, including the District's adopted Amenity Policies, and hereby certify on behalf of yourself and the members of the Club that the Club will follow and abide by such rules and Amenity Policies?

- Yes No

Authority and Disclaimer

The Rivers Edge Community Development District (“*District*”) reserves the right to grant or reasonably deny a request for a Club. The Club Leader, as well as Club events, activities, programs, etc., should reflect the spirit and values of the District at all times and adhere to adopted District policies and rules. The District reserves the right to cancel a Club at any time, for reasons including but not limited to: inactivity by the leader and/or lack of participation by members, Club Leader(s) lack of standing with the District, unreasonable actions of the club leader, violation of policies or rules, action arising from member(s) concerns, etc. The District reserves the right, but not the obligation, in its sole and absolute discretion, to grant incentives for volunteerism or to Clubs - including financial support, material support, facility use privileges, either with or without charge, priority for facility use and administrative and technical support and will do so on an equitable and fair basis. All Clubs and their respective members are solely responsible for the financial management of funds, maintenance, repair and safe operation of the Club, the members and the equipment provided or otherwise obtained by the Club, as well as for the safety of members and others participating in Club activities or using the facilities. The District reserves the right, without further approval or compensation, to include Club activities, photographs of activities and members, etc., for marketing, promotional and educational purposes.

The Club, its leader and its members hereby agree to defend, indemnify and hold harmless the Rivers Edge Community Development District and its respective officers, agents, employees and contractors, Mattamy Jacksonville LLC, its manager, Mattamy Florida LLC, its manager, Calben (Florida) Corporations, Vesta Property Services, and all related and affiliated companies, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities from any and all liability, claims, actions, suits or demands by any person, corporation, governmental body or other entity, including all principals, employees, agents and representatives of the club, for any claims, injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the Club’s use of the District’s facilities, services, funds or property whatsoever, including all of its members, guests and invitees, and including litigation or any appellate proceedings with respect thereto. The Club, its leader and its members, its guests and invitees agree that nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes, or any other statute or law.

The undersigned does hereby agree to these policies and acknowledges the disclaimer set forth above:

Name: _____ Address: _____

Print Name: _____ Phone #: _____

Please return application to:

Rivers Edge Community Development District
c/o James Perry, General Manager
Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092
(904) 940-5850

FACILITY USE AGREEMENT (AUTHORIZED CLUBS)

Rivers Edge CDD and the undersigned Resident(s)/Responsible Party hereby agree on the use of the facility as specified below at no cost to party making such request.

PLEASE CIRCLE ONLY ONE REQUESTED FACILITY: [INSERT POSSIBLE LOCATIONS]

NAME OF RESIDENT RESERVING FACILITY: _____ PURPOSE OF MEETING (Name of Authorized Club) _____

RESIDENT'S HOME ADDRESS: _____

PHONE NO. _____ EMAIL: _____

ALCOHOL PLANNED TO BE SERVED/CONSUMED? _____ ALCOHOL PLANNED TO BE SOLD? _____

DAYS / DATES / START TIME / END TIME REQUESTED

FOR FOLLOWING DATE/DATES:

(For example: Month of October, Day: Thursday, Dates 4, 11, 18, 25)

Month of: _____, Day: _____, Dates: _____

Month of: _____, Day: _____, Dates: _____

Month of: _____, Day: _____, Dates: _____

START TIME: _____ END TIME: _____

The reserved time is inclusive of set-up and clean-up time. Resident(s)/Responsible Party agrees to leave the facilities used in the same condition and set-up as prior to event.

- i. Remove all garbage, place in dumpster and replace garbage liners.
- ii. Take down all party displays.
- iv. Return all furniture to original locations.

Resident(s)/Responsible Party:

Rivers Edge CDD

Please Print Name

General Manager

Signature

Date Signed

Date Signed

ADDITIONAL PROVISIONS

- 1) Reservations for _____, can be made at the General Manager's Office. Reservations will be on a first come first serve basis. Authorized Resident Clubs may make reservations on a once weekly basis for up to twelve (12) months. Reservations must be made by at least one person who will act as the Responsible Party.
- 2) Reservations for all facilities include the use of the facility, tables, chairs and restrooms only. Use of other equipment will be based on availability and subject to additional fees.
- 3) Reservations are available between the hours of 9:30 AM and 10:00 p.m., with the exception of New Years' Eve or if special arrangements have been approved by management. Reservations for the pools areas include a non-exclusive right. Reservation time frames are inclusive of set-up and break down times with the facility cleared of all attendees. The Function must be contained within the area reserved.
- 4) The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
- 5) The Responsible Party must be present at the function during the entire period of the rental.
- 6) No admission fees whatsoever shall be collected by any person unless it is part of an approved CDD event or activity, or otherwise approved by the CDD.
- 7) Client/Responsible Party shall be responsible for walls, furnishings, fixtures and equipment in the room in which the Function takes place and agrees that after the Function those items shall be in the same condition as prior to the Function (ordinary wear and tear accepted). Tacks or nails may not be used for decorations. In the event that there is any damage and/or loss to the walls, furnishings, fixtures or equipment resulting from, or related to the Function or its attendees, then the cost associated with the repair or replacement of the damaged items shall be the responsibility of and paid by the Client/Responsible Party.
- 8) Client/Responsible Party shall supervise and be responsible for the conduct and safety of all persons attending the Function. The CDD shall not be responsible for property, supplies or equipment brought by the Client or any person attending the Function. Client and persons attending the Function use CDD facilities at their own risk. The CDD reserves the right to retain a security guard or guards for the Function at Client's/Responsible Party's expense if the CDD, in its sole and unrestricted discretion, deems it desirable.
- 9) The CDD shall be excused from furnishing the services and items specified above when such failure is a result of, related to, or on account of government regulations, labor disputes, utility or material shortages or other circumstances beyond the CDD's control. In the event the CDD cannot furnish the services, accommodations, or items referenced above for any of the above reasons, it may, at its own discretion, refund all deposits, if any, to client in full satisfaction of its obligations hereunder, or in its discretion, may substitute other available services, accommodations, or items.
- 10) When alcohol is planned to be served/consumed or sold at a Function, the Client/Responsible Party may be required to procure Special Events insurance coverage, in the CDD's sole discretion, depending on the nature of the event, the number of attendees anticipated to attend the Function, and the number of non-residents planned to attend the Function.

TENTH ORDER OF BUSINESS

RIVERS EDGE CDD

Acquisition of 2018 Project Improvements

May 2018

[CORPORATE LETTERHEAD]

May ___, 2018

Rivers Edge Community Development District
c/o James Perry, District Manager
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Re: Rivers Edge Community Development District
Acquisition of the Rivers Edge Community Development District Improvements

Dear Mr. Perry:

Mattamy Jacksonville LLC has completed and wishes to sell to the District certain improvements, which improvements are more particularly set forth in the Engineer's Report (defined below) (the "Improvements"). Mattamy Jacksonville wishes to convey the Improvements, which were included in the District's *Amended and Restated Master Improvement Plan* dated May 31, 2016, as further amended and restated in that certain *2018 Amended and Restated Master Improvement Plan*, dated April 2, 2018, as supplemented by that certain *Engineer's Report Series 2018 Bonds (2018)* dated April 2, 2018 (collectively, the "Engineer's Report") to the District in exchange for the payment of \$_____, representing the actual cost of constructing the Improvements. Please have the funds made payable to Mattamy Jacksonville LLC.

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

By: MATTAMY FLORIDA LLC, a
Delaware limited liability company, its
Manager

ACKNOWLEDGED AND AGREED TO
BY:

By: CALBEN (FLORIDA)
CORPORATION, a Florida corporation,
its Manager

Chairperson
Rivers Edge Community Development
District

By: Cliff Nelson
Its: Vice President

cc: Jennifer Kilinski, District Counsel
Ryan Stilwell, P.E., District Engineer

AFFIDAVIT REGARDING COSTS PAID

STATE OF FLORIDA
COUNTY OF _____

I, Clifford Nelson, as Vice President of Mattamy Jacksonville LLC, a Delaware limited liability company, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Clifford Nelson, and I am Vice President of Mattamy Jacksonville LLC (the “Developer”). I have authority to make this affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Rivers Edge Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“District”).
4. The District’s *Amended and Restated Master Improvement Plan* dated May 31, 2016, as further amended and restated in that certain *2018 Amended and Restated Master Improvement Plan*, dated April 2, 2018, as supplemented by that certain *Engineer’s Report Series 2018 Bonds (2018)* dated April 2, 2018 (collectively, the “Engineer’s Report”) describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*, (“Improvements”).
5. Pursuant to contracts in place between Developer and certain contractors, engineers and construction related professionals, as may be more particularly identified on the attached **Exhibit A**, Developer has expended funds to develop the Improvements that are included and described in the Engineer’s Report and are part of the District’s capital improvement plan. The attached **Exhibit A** accurately identifies the completed Improvements and states, at least in part, the amounts that Developer has spent on the completed improvements. No money is owed to any contractors or subcontractors for any work performed on the completed Improvements.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed Improvements that Developer has developed consistent with the Engineer’s Report.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed this ____ day of May, 2018.

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

By: MATTAMY FLORIDA LLC, a Delaware limited liability company, its Manager

By: CALBEN (FLORIDA) CORPORATION, a Florida corporation, its Manager

By: Clifford Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Calben (Florida) Corporation, a Florida corporation, Manager of Mattamy Florida LLC, a Delaware limited liability company, Manager of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR
THE CONSTRUCTION OF SAME**

THIS ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ___ day of May, 2018, by _____, a _____, having offices located at _____ (“Contractor”), in favor of the **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT** (“District”), which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Contractor has provided construction services as general contractor in connection with the construction of certain infrastructure improvements (the “Improvements”) for Mattamy Jacksonville LLC, developer of lands within the District (the “Developer”). A copy of the contract(s) for the construction of said Improvements is attached as **Composite Exhibit A** (“Construction Contract”). The Improvements constructed and acquired are more generally described in the attached **Exhibit B**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements, constructed by Contractor in connection with the Construction Contract attached as **Exhibit A**, from Developer, and thereby securing the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Construction Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit B** because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit B**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit B**.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

_____, a _____

[print name]

By: _____
Its: _____

[print name]

EXHIBIT A
CONTRACTS FOR CONSTRUCTION

**ACKNOWLEDGMENT AND RELEASE
(SERIES 2018 PROJECT – IMPROVEMENTS)**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the ___ day of _____, 2018, by _____, having offices located at _____ (“**Contractor**”), in favor of the **Rivers Edge Community Development District (“District”)**, which is a local unit of special-purpose government situated in St. Johns County, Florida, and having offices located at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain agreement (“**Contract**”) dated _____, and between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company (“**Developer**”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Construction Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed approximately \$_____ in retainage and other amounts related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

_____, a

By: _____
Its: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

I HEREBY CERTIFY that on this ____ day of _____, 2018, before me personally appeared _____, of _____, and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this ____ day of _____, 2018.

(NOTARIAL SEAL)

Print Name:
Notary Public, State of Florida
My Commission No.:
My Commission Expires:

EXHIBIT A

Description of Improvements and Work Product

BILL OF SALE AND LIMITED ASSIGNMENT

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made as of this ___ day of _____, 2018, by **Mattamy Jacksonville LLC**, a Delaware limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**Grantor**”), and for the **Rivers Edge Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, (“**District**” or “**Grantee**”) whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

(Wherever used herein, the terms “Grantor” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

NOW THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements and other property interests as described below, located within the property as further described in **Exhibit A** attached hereto (“**Property**”), to have and to hold for Grantee’s own use and benefit forever:

- a. All stormwater management systems, including but not limited to lakes, ponds, water control structures, drainage inlets, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets), located within the Property, as well as all Drainage Easements and Drainage/Access Easements; and
- b. All neighborhood pocket parks consisting of children’s areas, recreational play fields, dog parks and trails, totaling approximately 20 acres throughout the District, including all recreational/park equipment, hardscape (pavers, benches, shade pavilions, play features, etc.), landscape and irrigation improvements therein located within the Property; and
- c. All community trails location within the Property; and
- d. All plants, trees, timber, shrubbery, and other landscaping, and associated lighting (collectively, “**Landscape**”), and related irrigation systems (“**Irrigation**”) now a part of the Property (but not including any Landscape or Irrigation found within the Drainage Easements and/or Utility Easements); and
- e. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all plans, designs, construction and development drawings, engineering and soil reports and studies, surveys, testing, permits, approvals, and work product (together, “**Work Product**”) relating to the Items 1.a. through 1.c. above (together, “**Improvements**”); and
- f. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Work Product and Improvements; and

g. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work Product and Improvements; (ii) the Work Product and Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Work Product and Improvements; and (iv) the Grantor will warrant and defend the sale of the Work Product and Improvements hereby made unto the Grantee against the lawful claims and demands of all persons whatsoever.

3. This conveyance is made on an “as is” basis; however, the Grantor represents that it has no knowledge of any defects whatsoever in the Work Product or Improvements, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON NEXT PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

By: MATTAMY FLORIDA LLC, a
Delaware limited liability company, its
Manager

By: CALBEN (FLORIDA)
CORPORATION, a Florida
corporation, its Manager

Witness Signature
Printed name: _____

Witness Signature
Printed name: _____

By: _____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Calben (Florida) Corporation, a Florida corporation, Manager of Mattamy Florida LLC, a Delaware limited liability company, Manager of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A – Description of Property

Exhibit A
Description of Property

Those parcels of land described in the *Engineer's Report Series 2018 Bonds (2018)* dated April 2, 2018, as depicted on the attached "Master Plan" map and "Rivers Edge CDD Plan 2018" map and as more particularly described below:

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, and in the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the most northwesterly corner of "Tract C-1" (Conservation Tract), as shown on the plat of "ENCLAVE AT RIVERTOWN PHASE TWO-A", as shown on the plat thereof, recorded in Map Book 83, pages 10 through 31, inclusively of the public records of St. Johns County, Florida said point lying on the northerly boundary of the "Rivertown PUD", (and also being the southerly line of those lands described and recorded in Official Records Book 702, page 989 of said Public Records), and run thence, along the aforesaid northerly line of "Rivertown PUD", (and also being the southerly line of said lands described and recorded in Official Records Book 702, page 989 of said Public Records), run the following two (2) courses and distances:

Course No. 1: run thence, South 75°52'24" West, a distance of 3,355.85 feet, to a point;

Course No. 2: run thence, North 77°09'41" West, a distance of 292.71 feet, to a point; run thence, the following forty-six (46) courses and distances:

Course No. 1: run thence, South 24°05'46" West, a distance of 1,005.35 feet, to a point;

Course No. 2: run thence, South 00°29'55" West, a distance of 449.33 feet, to a point;

Course No. 3: run thence, South 11°21'40" West, a distance of 379.59 feet, to a point;

Course No. 4: run thence, South 59°12'52" West, a distance of 671.93 feet, to a point;

Course No. 5: run thence, South 63°31'14" East, a distance of 448.92 feet, to a point, on the arc of a curve, leading southeasterly;

Course No. 6: run thence, southeasterly, along and around the arc of a curve, being concave northeasterly, and having a radius of 300.00 feet, through a central angle of 33°05'48" to the left, an arc distance of 173.29 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 80°04'08" East, 170.90 feet;

Course No. 7: run thence, North 83°22'57" East, along last said tangency, a distance of 232.62 feet, to the point of curvature, of a curve, leading northeasterly;

Course No. 8: run thence, northeasterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 300.00 feet, through a central angle of 30°06'17" to the left, an arc distance of 157.63 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of North 68°15'57" East, 155.82 feet;

Course No. 9: run thence, North 53°12'48" East, along last said tangency, a distance of 902.30 feet, to the point of curvature, of a curve, leading northeasterly;

Course No. 10: run thence, northeasterly, along and around the arc of a curve, being concave

southerly, and having a radius of 550.00 feet, through a central angle of $54^{\circ}13'27''$ to the right, an arc distance of 520.51 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of North $80^{\circ}19'31''$ East, 501.31 feet;

Course No. 11: run thence, South $72^{\circ}33'45''$ East, along last said tangency, a distance of 142.76 feet, to a point;

Course No. 12: run thence, South $17^{\circ}26'15''$ West, a distance of 100.00 feet, to a point;

Course No. 13: run thence, South $32^{\circ}32'33''$ West, a distance of 64.88 feet, to a point;

Course No. 14: run thence, South $48^{\circ}52'26''$ West, a distance of 89.32 feet, to a point;

Course No. 15: run thence, South $12^{\circ}31'09''$ East, a distance of 86.15 feet, to a point;

Course No. 16: run thence, South $15^{\circ}52'52''$ West, a distance of 54.18 feet, to a point;

Course No. 17: run thence, North $83^{\circ}22'53''$ West, a distance of 81.94 feet, to a point;

Course No. 18: run thence, South $57^{\circ}44'09''$ West, a distance of 31.24 feet, to a point;

Course No. 19: run thence, South $03^{\circ}39'53''$ East, a distance of 29.87 feet, to a point;

Course No. 20: run thence, South $06^{\circ}18'56''$ West, a distance of 91.70 feet, to a point;

Course No. 21: run thence, South $10^{\circ}27'23''$ East, a distance of 49.55 feet, to a point;

Course No. 22: run thence, South $54^{\circ}43'22''$ West, a distance of 17.02 feet, to a point;

Course No. 23: run thence, South $87^{\circ}11'45''$ West, a distance of 83.24 feet, to a point;

Course No. 24: run thence, North $51^{\circ}09'39''$ West, a distance of 40.25 feet, to a point;

Course No. 25: run thence, North $27^{\circ}13'03''$ West, a distance of 33.80 feet, to a point;

Course No. 26: run thence, North $37^{\circ}53'50''$ East, a distance of 57.84 feet, to a point;

Course No. 27: run thence, North $39^{\circ}27'54''$ West, a distance of 83.19 feet, to a point;

Course No. 28: run thence, North $13^{\circ}21'39''$ West, a distance of 20.73 feet, to a point;

Course No. 29: run thence, North $22^{\circ}47'49''$ West, a distance of 66.10 feet, to a point;

Course No. 30: run thence, North $43^{\circ}13'12''$ West, a distance of 41.54 feet, to a point;

Course No. 31: run thence, North $12^{\circ}50'15''$ West, a distance of 55.19 feet, to the point of curvature, of a curve, leading northwesterly;

Course No. 32; run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 15.00 feet, through a central angle of $77^{\circ}25'58''$ to the left, an arc distance of 20.27 feet, to the point of tangency, of last said curve, last said arc being subtended by a chord bearing and distance of North $51^{\circ}33'14''$ West, 18.76 feet;

Course No. 33: run thence, South $89^{\circ}43'48''$ West, along last said tangency, a distance of 31.94 feet, to a point;

Course No. 34: run thence, North $61^{\circ}08'37''$ West, a distance of 47.41 feet, to the point of curvature, of a curve, leading westerly;

Course No. 35: run thence, westerly, along and around the arc of a curve, being concave southerly, and having a radius of 15.00, through a central angle of $69^{\circ}43'18''$ to the left, an arc

distance of 18.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 83°59'44" West, 17.15 feet;

Course No. 36: run thence, South 49°08'05" West, along last said tangency, a distance of 60.87 feet, to a point;

Course No. 37: run thence, South 80°21'55" West, a distance of 25.62 feet, to a point;

Course No. 38: run thence, South 59°11'39" West, a distance of 32.41 feet, to a point;

Course No. 39: run thence, South 33°27'03" West, a distance of 24.29 feet, to a point;

Course No. 40: run thence, South 75°04'23" West, a distance of 99.94 feet, to a point;

Course No. 41: run thence, South 53°12'48" West, a distance of 541.61 feet, to the point of curvature, of a curve, leading southerly;

Course No. 42: run thence, southerly, along and around the arc of a curve, being concave easterly, and having a radius of 20.00 feet, through a central angle of 90°00'00" to the left, an arc distance of 31.42 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 08°12'48" West, 28.28 feet;

Course No. 43: run thence, South 36°47'12" East, a distance of 133.10 feet, to the point of curvature, of a curve, leading southeasterly;

Course No. 44: run thence, southeasterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 400.00 feet, through a central angle of 30°28'12" to the right, an arc distance of 212.72 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 21°33'06" East, 210.22 feet;

Course No. 45: run thence, South 06°18'59" East, along last said tangency, a distance of 702.14 feet, to the point of curvature, of a curve, leading southwesterly;

Course No. 46: run thence, southwesterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 300.00 feet, through a central angle of 55°35'57" to the right, an arc distance of 291.12 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 21°28'59" West, 279.83 feet; run thence, the following eight (8) courses and distances:

Course No. 1: run thence, South 66°25'35" East, a distance of 166.24 feet, to a point;

Course No. 2: run thence, North 74°22'09" East, a distance of 352.55 feet, to a point;

Course No. 3: run thence, North 57°06'17" East, a distance of 418.79 feet, to a point;

Course No. 4: run thence, North 09°49'20" East, a distance of 376.29 feet, to a point;

Course No. 5: run thence, North 10°03'28" East, a distance of 441.65 feet, to a point;

Course No. 6: run thence, South 73°17'23" East, a distance of 147.50 feet, to a point;

Course No. 7: run thence, South 66°58'24" East, a distance of 1,179.42 feet, to a point;

Course No. 8: run thence, South 67°07'17" East, a distance of 908.70 feet, to a point, on the westerly boundary of "Tract C-4", (Conservation), as shown on the plat of "RIVERTOWN-GARDEN DISTRICT-SECTION 1", as shown on the plat thereof, as recorded in Map Book 64, pages 38 through 46 of the Public Records of said St. Johns County, Florida; run thence, North

10°17'35" East, along the westerly line of said "Tract C-47", (Conservation) a distance of 418.16 feet, to the Northwest corner of aforesaid "Tract C-4", (Conservation); run thence, the following four (4) courses and distances:

Course No. 1: run thence, North 10°00'06" East, a distance of 854.12 feet, to a point;

Course No. 2: run thence, North 74°22'09" East, a distance of 352.55 feet, to a point;

Course No. 3: run thence, North 57°06'17" East, a distance of 418.79 feet, to a point;

Course No. 4: run thence, North 09°49'20" East, a distance of 376.29 feet, to a point;

Course No. 5: run thence, North 10°03'28" East, a distance of 441.65 feet, to a point;

Course No. 6: run thence, South 73°17'23" East, a distance of 147.50 feet, to a point;

Course No. 7: run thence, South 66°58'24" East, a distance of 1,179.42 feet, to a point;

Course No. 8: run thence, South 67°07'17" East, a distance of 908.70 feet, to a point, on the westerly boundary of "Tract C-4", (Conservation), as shown on the plat of "RIVERTOWN-GARDEN DISTRICT-SECTION 1", as shown on the plat thereof, as recorded in Map Book 64, pages 38 through 46 of the Public Records of said St. Johns County, Florida; run thence, North 10°17'35" East, along the westerly line of said "Tract C-47", (Conservation) a distance of 418.16 feet, to the Northwest corner of aforesaid "Tract C-4", (Conservation); run thence, the following four (4) courses and distances:

Course No. 1: run thence, North 10°00'06" East, a distance of 854.12 feet, to a point;

Course No. 2: run thence, North 03°17'58" East, a distance of 682.55 feet, to a point;

Course No. 3: run thence, North 03°21'53" West, a distance of 972.07 feet, to a point;

Course No. 4: run thence, North 06°47'52" East, a distance of 1,192.27 feet, to the aforesaid most northwesterly corner of "Tract C-1" (Conservation Tract), as shown on the plat of "ENCLAVE AT RIVERTOWN PHASE TWO-A", as shown on the plat thereof, recorded in Map Book 83, pages 10 through 31, inclusively of the public records of St. Johns County, Florida, and the POINT OF BEGINNING.

The lands thus described contain 12,006,314 square feet, or 275.62 acres, more or less, in area.

Master Plan

LEGEND

[Yellow]	Actively Selling Lots
[Light Blue]	Existing Platted Lots
[Pink]	Permitted Lots
[Purple]	Under Construction Lots
[Orange]	Multi-family/Townhomes
[Light Green]	Single Family
[White]	SOLD/Under Contract
[Dark Blue]	School Sites/Fire Station/Library
[Blue]	Recreation/Amenity Parcels
[Red]	Commercial
[Light Red]	Office
[Brown]	Light Industrial
[Grey]	Utility
[Dark Green]	Neighborhood Parks
[Circle with S]	Shared Dock (6 Slips)
[Circle with C]	Community Dock
[Green]	Existing Wetland
[Light Green]	Wetland Buffer/Mitigation
[White]	Open Space
[Blue Line]	Contracted RECDD Boundary



**Rivers Edge CDD Plan
 2018**

LEGEND

-  Contracted RECDD Boundary
-  2018 Project
-  2016 Project
-  Existing Platted Lots
-  Stormwater Pond
-  Stormwater Discharge



Figure 2

CERTIFICATION OF PROSSER, INC. TO RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT REGARDING ACQUISITION OF SERIES 2018 PROJECT IMPROVEMENTS

_____, 2018

Board of Supervisors
Rivers Edge Community Development District
c/o James Perry, District Manager
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092

Re: Rivers Edge Community Development District (St. Johns County, Florida),
Acquisition of Series 2018 Project Improvements

Ladies and Gentlemen:

The undersigned, Ryan P. Stilwell, P.E., of Prosser, Inc., as District Engineer of the Rivers Edge Community Development District (“District”), hereby makes the following certifications in connection with the District’s acquisition of certain work product and improvements (“Improvements”), as described in **Exhibit A** attached hereto, and the Bill of Sale dated _____, 2018, all of which relate to the acquisition of work product, real property and/or improvements within the District. Unless otherwise stated, all capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in that certain *Master Trust Indenture* between **Main Street Community Development District** and U.S. Bank National Association, as trustee, and dated November 1, 2006, as supplemented by the *Second Supplemental Trust Indenture* also between Main Street Community Development District and U.S. Bank National Association, as trustee, and dated March 1, 2008, as supplemented by the *Third Supplemental Trust Indenture* between the District and U.S. Bank National Association, as trustee, and dated October 1, 2016, and as supplemented by the *Fourth Supplemental Trust Indenture* also between the District and U.S. Bank National Association, as trustee, and dated May 1, 2018, (together “Indenture”).

The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have inspected the Improvements, as well as any and all site plans, plats, agreements, construction and development drawings, plans and specifications, surveys, engineering reports, soil reports, and documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.
2. The Improvements have been completed in compliance with the applicable governmental requirements, including but not limited to all permits, St. Johns County regulations and code and, if applicable, FDOT regulations and code.
3. In my opinion, the Improvements are within the scope of the District’s original capital improvement plan as set forth in the *Amended and Restated Master Improvement Plan* dated May 31, 2016, as further amended and restated in that certain *2018 Amended and Restated Master Improvement Plan*, dated April 2, 2018, as supplemented by that certain *Engineer’s Report Series 2018 Bonds (2018)* dated April 2, 2018 (collectively, the “Engineer’s Report”); were installed in accordance with their specifications; and are free from obstruction and capable of performing the functions for which they were intended.

4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are accurate and representative of what was actually paid by Mattamy Jacksonville LLC to create and/or construct the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.
6. The Improvements specifically benefit property within the boundaries of the District as described in the Engineer's Report.
7. With this document, I hereby certify that it is appropriate at this time to transfer the Improvements to the District for ownership, and operation and maintenance responsibilities.

Under penalties of perjury, I declare that I have read the foregoing certificate and that the facts stated in it are true.

PROSSER, INC.

 Ryan P. Stilwell, P.E.
 Florida Registration No. _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Ryan Stilwell of Prosser, Inc., who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

 Notary Public, State of Florida
 Print Name: _____
 Commission No.: _____
 My Commission Expires: _____

Exhibit A

Identification of Improvements

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

(This space reserved for Clerk)

Jennifer Kilinski
HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of _____, 2018, by **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, hereinafter called the “Grantor,” to **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, hereinafter called the “Grantee:”

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in St. Johns County, Florida, described as follows:

[Insert tracts and plat book/page reference]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

WITNESSES:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Witness Signature
Printed name:_____

By: MATTAMY FLORIDA LLC, a
Delaware limited liability company, its
Manager

Witness Signature
Printed name:_____

By: CALBEN (FLORIDA)
CORPORATION, a Florida
corporation, its Manager

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of Calben (Florida) Corporation, a Florida corporation, Manager of Mattamy Florida LLC, a Delaware limited liability company, Manager of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

TWELFTH ORDER OF BUSINESS

B.

**RIVER'S EDGE
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND
2016 SERIES**

US BANK, TRUSTEE

Project:	River's Edge Community Development District	Requisition No.	036
Subject:	Rivers Edge CDD Construction (Inv 39660)		

Contractor/Payee: Prosser, Inc.
Address: 13901 Sutton Park Drive S.
Suite 200
Jacksonville, FL

Requisition Date: 5/1/2018
Amount: \$1,122.24

The undersigned, an Authorized Officer of River's Edge Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Trust Indenture from the District and US Bank, as trustee (the "Trustee"), dated as of March 5, 2008 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such terms in the Indenture):

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge, that each disbursement set forth above was incurred in connection with the acquisition and construction of the 2016 Project and each represents a Cost of the 2016 Project, and has not previously been paid.

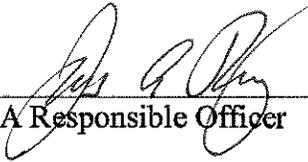
The undersigned hereby further certifies that there has not been filed or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain and that the work to which the payment relates is satisfactory to the District (which satisfaction may be based upon a certificate of the Consulting Engineer).

Attached hereto are originals of the invoice from the vendor of the property acquired or services rendered with respect to which disbursements is hereby requested.

River's Edge Community
Development District

By: _____



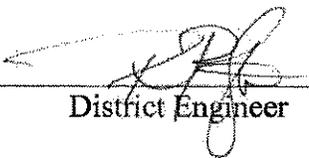
A Responsible Officer

CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
AND NON CAPITALIZED INTEREST REQUESTS ONLY

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2016 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2016 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the Third Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Ryan P. Stilwell, P.E.

By: _____



District Engineer

PROSSER

April 11, 2018

Project No: 113094.65
 Invoice No: 39660

Rivers Edge CDD
 c/o Governmental Management Services, LLC
 Attention: Bernadette Peregrino
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

Project 113094.65 Rivers Edge CDD SR 13 Roundabout
Professional Services from March 1, 2018 to March 31, 2018

Fee

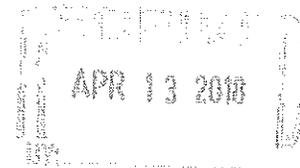
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 1: Bidding	6,000.00	100.00	6,000.00	6,000.00	0.00
Task 2: Construction	36,000.00	93.00	33,480.00	32,400.00	1,080.00
Total Fee	42,000.00		39,480.00	38,400.00	1,080.00
Total Fee					1,080.00

Reimbursable Expenses

Mileage-DOT Allowable (.445)					28.93
Mileage-Additional (.12/mile)					7.80
Total Reimbursables			1.15 times		36.73
Total this Invoice					\$1,122.24

Outstanding Invoices

Number	Date	Balance
38535	9/13/2017	3,944.60
39257	1/18/2018	1,281.08
39490	3/12/2018	4,790.35
Total		10,016.03



C.

April 17, 2018

Rivers Edge CDD
Governmental Mgmt. Services, LLC
Attn: Courtney Hogge
475 West Town Place, Suite 114
St. Augustine, FL 32092

Dear Ms. Hogge:

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

Rivers Edge CDD

765 registered voters in St. Johns County

This number is based on the streets within the legal description on file with the St. Johns County GIS department.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

VO/ew

D.



Amenities Manager Report

Date of report: 5/16/18

Submitted by: Jason Davidson

RiverClub update / No Board action required:

With the opening of the café we are really seeing the RiverClub come to life. The menu and drink selections have been well received, with the volume/wait times being higher than expected we are adjusting accordingly. With everything now open, our focus has shifted to daily operations and creating an amazing atmosphere for our residents here at RiverTown. (*usage for the month of April: 1,272*)

Welcome Center Café / No Board action required:

With the help from the Mattamy team we were able to bring the dishwasher up to spec. We have now acquired our F&B License for the Welcome Center. We will be working diligently to bring new ideas and items to the menu, more to come.

RiverHouse / No Board action required:

(*usage for the month of April: 395*)

EVENTS UPDATE:

Movie Night

Movie night was held on April 27th and was a huge hit! Residents enjoyed popcorn while watching the movie Ferdinand on a huge blowup movie screen in the amphitheater. (Our next movie night will be in June and will be a “dive-in” movie.)



Other April Events included the RiverClub Grand Opening as well as a blood drive.

To date in May we have held the Community Garage Sale and Food Truck Friday at the RiverClub along with a recital by the RiverTown Ballerinas. The recital was well received as everyone loved the location in the amphitheater. There has already been a request to hold the recital in the amphitheater again next year. Coming later this month is the Magical Summer Kick Off and Memorial Day celebration.



ACTION ITEMS:

There are no action items to address at this time.

Should you have any comments or questions feel free to contact me directly.

jdavidson@vestapropertyservices.com



E.

RIVERTOWN

mattamyHOMES

Field Operation Manager's Report

Date of report: 5/16/2018

Submitted by: Robert Beladi

RIVERCLUB AMENITY UPDATE:

- All dead palm limbs removed
- All landscape beds new mulch/pine straw
- New access control gates installed

RIVERHOUSE AMENITY UPDATE:

- All sodded areas treated for broadleaf weeds and insect pressure
- Pool deck and furniture hydro scrubbed/ pressure washed

RIVERPARK AMENITY UPDATE:

- Bike rack repaired

COMMON GROUNDS:

- No Parking Fire Lane curbs on Riverwalk Blvd have been repainted caution yellow
- Waterfall/brick walls at Longleaf Rd entrance and welcome center has been pressure washed to remove algae
- All fire Hydrant's being repainted caution yellow
- Street lights 31 out Vesta repaired 20 All source electric repaired 6 JEA has tickets in to fix 4

LANDSCAPE REPORT:

- 17 Palms/Cypress trees removed/replaced
- 7 Palms/Cypress/oaks straitened
- Riverwalk Rd/Zoysia Park 4 dead Elm Trees removed/replaced
- Orange Branch Trail Dead love grass removed and replaced with sod
- Kendal crossing island dead shrubs removed and replaced with sod

POND SERVICE REPORT:

8 ponds treated this month for the following

- Torpedo grass
- Perimeter vegetation
- Alligator weed
- Construction debris removed/ Vesta will continue to work with Charles Aquatics to keep clean on a weekly basis

UPCOMING PROJECTS:

- Replacement of tennis court windscreens
- 78 Halogen Ground lights converted to LED
- Halogen street lights converted to LED by Vesta
- Hydro scrub all walk paths and paver squares

Continued efforts in establishing a high-quality maintenance program, that will help minimize unnecessary project expenses and allow us to focus more heavily on the detail and overall aesthetic appeal, thus fulfilling the overall expectations of the existing, new, and future residents of RiverTown

Should you have any comments or questions feel free to contact me directly

rbeladi@vestapropertyservices.com



FOURTEENTH ORDER OF BUSINESS

A.

Rivers Edge

Community Development District

Tri-Party Funding Request #60

May 7, 2018

	PAYEE	DEVELOPER	HOA	TOTAL
1	Art-Z Faces 3/31/18 Event Facepaint Inv# 1622 2/13/2018	\$ 450.00	\$	450.00
2	Progressive Entertainment Event 3/31/18 Inv# 5063 2/27/18	\$ 2,303.72	\$	2,303.72
3	Vesta Property Services Father Daughter Dance Inv# 340735 2/28/18	\$ 588.00	\$	588.00
	Invoices Paid	<u>\$ 3,341.72</u>	<u>\$</u>	<u>3,341.72</u>
	Total Funding Request	\$ 3,341.72	\$	3,341.72

Wiring Instructions:

RBK: Wells Fargo, N.A.

ABA: 121000248

ACCT: 2000025906860

ACCT NAME: RIVERS EDGE COMMUNITY

Rivers Edge CDD

c/o GMS LLC

475 West Town Place

Suite 114

St. Augustine FL 32092

Signature: _____

Signature: _____

Art-Z-Faces

Painting the World, One Face at a Time!



1760 Shadowood Lane • Jacksonville • FL 32207 • artzfacesjax@gmail.com
 Tel: (904) 607-1197 • Fax: • http://www.Art-Z-Faces.com

Event Balance Sheet

Invoice Date: February 13, 2018

Invoice No.: 1622

Client:

Rivers Edge Community Development District
 Marcy Pollicino
 140 Landing St Sugarplum

 St Johns, FL, 32259
 Tel: (904) 940-0008
 Email: Rivertownamenities@gmail.com

Event Info & Venue:

Mar 31, 2018 - Saturday, 10:00am to 2:00pm
 140 Landing St Sugarplum

 St Johns, FL, 32259
 (904) 940-0008

Services:

Item	Quantity	Rate	Subtotal
Character Appearance Easter Bunny	4.00	\$125.00	\$500.00
Master Face Painter	4.00	\$125.00	\$500.00
Materials, Time & Artwork	1.00	\$0.00	\$0.00

RECEIVED
 APR 10 2018
 BY:

Payment History:

2/14/2018: \$ 50.00
 4/9/2018: \$ 500.00

Balance:

Total: \$1,000.00
 Paid: \$550.00
 Balance: **\$450.00**

3/31 Event Balance
 1-32-572-494
 198

PAID APR 12 2018

Terms

• All balances are due immediately. Make checks payable to "Art-Z-Faces or Whitney Myers".
 If you have any questions or need any additional information, please contact us at (904) 607-1197 or artzfacesjax@gmail.com.

Thank you for letting us entertain you!



Invoice

Vesta Property Services, Inc.
 245 Riverside Avenue
 Suite 250
 Jacksonville FL 32202

Page 1 of 2

Invoice #
Date

341861
3/31/2018

Terms
Due Date
Memo

Net 30
4/30/2018
Pass Thru March

Bill To

Rivers Edge C.D.D.
 c/o GMS, LLC
 475 West Town Place
 Suite 114
 St. Augustine FL 32092



Billable Expenses

- J. Davidson - Constant Contact OS	70.00
- Wet Floor Sign RR	15.66
- Disinfectant Spray RR	21.08
- Bounty Toilet Paper, Computer mouse, and mouse pad RR	97.94
- Gym Wipes RR	301.16
- Multifold towels RR	35.13
- Mr. Clean, Fabuloso, and Trash Can Liner RR	52.25
- Waste Basket RR	85.11
- Trash Can Liner RR	101.58
- Trash Bags, 4in Binder, Index for Binder, 3pk Spray Bottles, and Pine Sol RR	228.21
- Receptacle with tray RR	473.49
- D. Fagen - Publix; Desserts for RiverClub unveiling SE	86.08
- J. Davidson - Water Safety; Flags for kayak launch Return RR	(225.78)
- J. Davidson - Ace; Hardware to fix doors ar RH RR	4.16
- K. Howell - Dollar Tree; Office Supplies OS	4.26
- J. Davidson - Ace; Drill Bit RR	4.92
- K. Nelson - Home Depot; Vacuum Breaker - needed per health inspector RR	6.94
- K. Howell - Dollar Tree; Office Supplies OS	7.46
- J. Davidson - Ace; Hardware to fix RiverFront Gate RR	7.52
- J. Davidson - Weedman Grocery; Gas for truck RR	12.10
- K. Howell - CVS; Office Supplies OS	12.18
- J. Davidson - Amazon; Dish Drain Rack RR	14.87
- K. Howell - IMFRA; Safe Staff Certification-foodhandler training OS	14.95
- K. Nelson - Ace; Microfiber Towels RR	15.98
- J. Davidson - Weedmans Grocery; Ice For RC Soft Opening SE	17.07
- M. Pollicino - Dollar Tree; Spring Fling Items: Table cloths, balloon weights, etc. RR SE	21.40
- K. Howell - CVS; Office Supplies OS	24.40
- K. Nelson - Lowes; Zip ties for tennis courts NEED RECEIPT RR	27.90
- M. Pollicino - Amazon; Silicone Spray for Shuffleboard Table RR	29.77
- K. Nelson - Ace; Zip ties for tennis courts RR	29.80
- M. Pollicino - Publix; Water for the resident preview party SE	30.41
- M. Pollicino - Walgreens; Spring Fling Items: Eggs SE	31.84
- J. Davidson - Amazon; Sun glow for shuffle board RR	32.99
- J. Davidson - Amazon; Cleaning Items for RC Dusters/Dewebbers etc. RR	39.80
- J. Davidson - SESAC; Music for RiverHouse OS	41.62
- M. Pollicino - Walmart; Spring Fling items: candy SE	42.76
- J. Davidson - Exxon; Gas For Truck RR	46.02
- A. Fairbanks - Pinch A Penny; Pool Test Kit for RiverClub RR	46.95
- M. Pollicino - Walgreens; Spring Fling items: candy SE	57.06
- J. Davidson - Amazon; Dog Station Bags RR	65.12
- J. Davidson - Weedman Grocery; Gas For Truck RR	68.80
- J. Davidson - Ace; Constant Contact; Email Blast Platform OS	70.00
- J. Davidson - Weedman Grocery; Gas For Truck RR	70.64
- J. Davidson - Ace; Copies of Keys and Key Box RR	72.05
- J. Davidson - Staples; Ink for Printer OS	77.03
- J. Davidson - Ace; Copies of Keys and Tools for maintenance RR	85.99
- J. Davidson - Ace; Shop Vac For Maintenance RR	111.68
- J. Davidson - Amazon; Cleaning Items for RC Housekeeping RR	117.10
- J. Davidson - Best Name Badges; Name tags for soft opening RC SE	180.96



Invoice

Page 2 of 2

Invoice #
Date

341861
3/31/2018

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

- J. Davidson - Amazon; Dog Station Bags <i>RR</i>	186.26
- J. Davidson - Ace; Back Pack Blower <i>RR</i>	196.39
- J. Davidson - Amazon; Doggie Station Bags <i>RR</i>	220.78
- J. Davidson - Amazon; Name tags for soft opening <i>RC SE</i>	220.95
- M. Pollicino - Publix; Cups, water and wine for resident preview party <i>SE</i>	237.50
- J. Davidson - Water Safety; Flags for kayak launch <i>RR</i>	242.88
- M. Pollicino - Walmart; Spring Fling Items: bags, markers, eggs <i>SE</i>	278.64
- M. Pollicino - OTC Brands; Wine for the resident preview party <i>SE</i>	278.67
- M. Pollicino - PRI; Deposit for the decorations for the homeowner preview <i>SE</i> event.	820.38
Total Billable Expenses	5,568.86

Total \$5,568.86

Approved
Jason Davidson

Publix

John's Creek Center
2845 County Rd. 210 W
St Johns, FL 32259
Store Manager: Pete Muller
904-230-3939

KLOND ICE CREAM		4.49	T F
KLOND ICE CREAM		4.49	T F
Promotion		-4.49	T F
KLOND ICE CREAM		4.49	T F
KLOND ICE CREAM		4.49	T F
Promotion		-4.49	T F
KLOND BAR MINT CHC		4.49	T F
KLOND BAR MINT CHC		4.49	T F
Promotion		-4.49	T F
KLOND BAR MINT CHC		4.49	T F
KLOND BAR MINT CHC		4.49	T F
Promotion		-4.49	T F
BALL PARK H/D BUNS			
1 @ 2 FOR	4.00	2.00	F
You Saved	0.49		
BALL PARK H/D BUNS			
1 @ 2 FOR	4.00	2.00	F
You Saved	0.49		
BALL PARK H/D BUNS			
1 @ 2 FOR	4.00	2.00	F
You Saved	0.49		
BALL PARK H/D BUNS			
1 @ 2 FOR	4.00	2.00	F
You Saved	0.49		
BALL PARK H/D BUNS			
1 @ 2 FOR	4.00	2.00	F
You Saved	0.49		
NTHN FMLY JMB FRNK			
5 @	10.99	54.95	F
Order Total		84.91	
Sales Tax		1.17	
Grand Total		86.08	
Credit	Payment	86.08	
Change		0.00	

WEEDMAIS GROCERY
4925 STATE ROAD 1371
SAINT AUGUSTINE FL 32092

09/20/18

15:10:11

CREDIT CARD

AMEX SALE

AID:	1252
ATC:	AMERICAN EXPRESS
IC:	A00000025018801
SEQ #:	0024
Batch #:	F9AAC0A5A03E54E3
INVOICE	144
Approval Code:	800
Emb Method:	146
Mode:	865614
	Chip Read
	Issuer

SALE AMOUNT

\$17.07

We appreciate your business!

CUSTOMER COPY

Publix

John's Creek Center
2845 County Rd. 210 W
St. Johns, FL 32259
Store Manager: Pete Muller
904-230-3939

AQUAFINA			
2 @	2.99	5.98	F
ZEPHYR SPRING WTR			
7 @	3.49	24.43	F

Order Total	30.41	
Sales Tax	0.00	
Grand Total	30.41	
Credit	Payment	30.41
Change		0.00

PRESTO!
Trace #: 056149
Reference #: 0903160745
Acct #: XXXXXXXXXXXX1406
Purchase American Express.
Amount: \$30.41
Auth #: 051371

CREDIT CARD	PURCHASE
A000000025010801	AMERICAN EXPRESS
Entry Method:	Chip Read
Mode:	Issuer

Your cashier was Matt P

03/08/2018 13:38 51059 R105 9038 00344

Explore the many ways to save at Publix.
View bargains at publix.com/savingstyle

Publix Super Markets, Inc.

Walgreens

#09014 2839 COUNTY ROAD 200 W
JACKSONVILLE, FL 32259
904-287-5476

455 8087 0021 03/09/2008 8.57 AM

(E)EASTER EGGS 1.57" 46S PPR AS"
04902299450 A 29.90
10 @ 2.99
RETURN VALUE 2.99 ea

SUBTOTAL	29.90
SALES TAX A=6.5%	1.94
TOTAL	31.84
AMEX ACCT 1406	31.84
CHANGE	.00

AID A000000025010801
AMERICAN EXPRESS
Integrated chip card

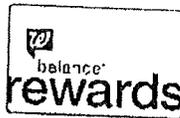
THANK YOU FOR SHOPPING AT WALGREENS

GET MORE WITH BALANCE REWARDS,
REDEEM POINTS FOR SOMETHING EXTRA
IN A FUTURE PURCHASE. RESTRICTIONS
APPLY. FOR TERMS AND CONDITIONS
VISIT WALGREENS.COM/BALANCE.

RFN# 0901-4218-0874-1803-0903



*****c*****



POINT BALANCE	6640
POINTS TO \$10 REWARD	3360
BALANCE REWARDS ACCT # *****k:2513	
OPENING BALANCE	2350
EVERYDAY POINTS - RETAIL	290
BONUS POINTS	4000
CLOSING BALANCE	6640

*****c*****

How are we doing?
Enter our monthly sweepstakes for
\$3,000 cash

Visit
WWW.WALGREENSLISTENS.COM

or call toll free
1-800-219-7451
within 72 hours to take a short
survey about this Walgreens visit

SURVEY#
0901-4218-087

ID #: 712HZZ1KJZ21

Walmart

Save money. Live better.

(904) 288 - 0211
 MANAGER TONY SKIPPER
 10251 SHOPS LN
 JACKSONVILLE FL 32250

STN 04444	OPN 00424?	LN 10	LN# 07298
DR 18STF450	004142003040	f	19.98 X
DR 18STF450	004142003040	f	19.98 X
	SUBTOTAL		39.96
TAX 1	1.000	2	2.00
	TOTAL		42.76
	AMX TEND		42.76

AMERICAN EXPRESS *** 4444 4444 406 1 0
 APPROVAL # 097657
 REF # 000100666050
 TRANS ID - 001076030765400

OID 000000025010001
 IC 10005531415C2005
 TERMINAL # 203963537
 *NO SIGNATURE REQUIRED

03/07/10 20:17:05
 CHANGE DUE 0.00
 # ITEMS SOLD 2
 LN 7511 4052 6941 7519 7121



03/07/10 20:17:06
 CUSTOMER COPY



JACKSONVILLE, FL 32209
904-287-5476

425 7712 0021 03/08/2008 1 54 PM

(E) NICE! CT CDY BRTDY CK MX 200Z
 04902299714 A 8.58
 2 @ 4.29
 RETURN VALUE 4.29 ea

(E) HARIBO HPY HOPPRS GMMI CND9.5Z
 04223884820 A 27.00
 9 @ 3.49 or 2/6.00
 RETURN VALUE 3.00 ea

(E) STARBURST SPRNG MX LYDOWN 110Z
 02200001697 A 8.00
 6 @ 3.49 or 2/6.00
 RETURN VALUE 3.00 ea

SUBTOTAL 53.58
 SALES TAX A=6.5% 3.48

TOTAL 57.06
 AMEX ACCT 1406 57.06
 CHANGE .00

AID A000000025010801
 AMERICAN EXPRESS
 Integrated chip card

THANK YOU FOR SHOPPING AT WALGREENS

GET MORE WITH BALANCE REWARDS,
 REDEEM POINTS FOR SOMETHING EXTRA
 IN A FUTURE PURCHASE. RESTRICTIONS
 APPLY. FOR TERMS AND CONDITIONS
 VISIT WALGREENS.COM/BALANCE.

RFN# 0901-4217-7127-1803-0803



*****@*****



POINT BALANCE 2350
 POINTS TO \$5 REWARD 2650
 BALANCE REWARDS ACCT # *****@2513
 OPENING BALANCE 1820
 EVERYDAY POINTS - RETAIL 530
 CLOSING BALANCE 2350

*****@*****

How are we doing?
 Enter our monthly sweepstakes for
 \$3,000 cash

Visit
 WWW.WALGREENSLISTENS.COM

*****@*****

or call toll free
 1-800-219-7451

within 72 hours to take a short
 survey about this Walgreens visit

SURVEY#
 0901-4217-712

PASSWORD
 7180-3080-326

For contest rules, see store or
 WWW.WALGREENSLISTENS.COM

Best Name Badges
 1700 NW 65th Ave Suite 4
 Plantation, FL 33313
 Phone: 888-445-7601



RiverTown
Marcy Pollicino
 39 Riverwalk Blvd
 Saint Johns FL 33259

Invoice #:	229495
PO number:	
Date:	March 1, 2018
Amount Due USD:	\$180.96

Item	Description	Unit Cost (\$)	Quantity	Price (\$)	
UV Printed Name Badges	1.5x3 /Brushed Silver/Magnet	7.60	20	152.00	
Shipping	FedEx 2 Days	18.72	1	18.72	
NOTES: Dan Fagen Marcy Pollicino Jason Davidson Karen Howell Tim Blyden Robert Beladi Guest Services X14					
				Invoice Subtotal:	180.96
				FL 6% Sales Tax:	\$10.24
				Invoice Total:	\$180.96
				Amount Paid:	\$180.96
				Balance Due USD:	\$0.00
Payment due in full					



Print this page for your records.

Order Placed: March 3, 2018
Amazon.com order number: 113-8409762-7391413
Order Total: \$220.78

Shipped on March 4, 2018

Items Ordered

2 of: *Dogipot Trash Liner Bags - Case of 50 bags*
Sold by: Excallbur Logistics ([seller profile](#))

Price

\$29.99

Condition: New

Shipping Address:

Jason Davidson
140 LANDING ST
SAINT JOHNS, FL 32259-8763
United States

Item(s) Subtotal: \$59.98
Shipping & Handling: \$0.00

Total before tax: \$59.98
Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$59.98

Shipped on March 4, 2018

Items Ordered

12 of: *Dogipot Litter Bags - 200 bags*
Sold by: OnlineSports ([seller profile](#))

Price

\$13.40

Condition: New

Shipping Address:

Jason Davidson
140 LANDING ST
SAINT JOHNS, FL 32259-8763
United States

Item(s) Subtotal: \$160.80
Shipping & Handling: \$0.00

Total before tax: \$160.80
Sales Tax: \$0.00

Shipping Speed:

Two-Day Shipping

Total for This Shipment: \$160.80

Payment information

Payment Method:

American Express | Last digits: 1299

Item(s) Subtotal: \$220.78
Shipping & Handling: \$0.00

Billing address

Jason Davidson
140 LANDING ST
SAINT JOHNS, FL 32259-8763
United States

Total before tax: \$220.78
Estimated tax to be collected: \$0.00

Grand Total: \$220.78

Credit Card transactions

AmericanExpress ending in 1299: March 4, 2018: \$220.78

Order Receipt

THANK YOU!

Your order has been

received. Next you will receive the following messages about this order:

- Confirmation email with order details within 24 hours.
- Shipping confirmation email with tracking information.

If you have any questions about your order, please contact us at 1-800-875-8480 or email us at orders@oriental.com
Please keep your order number handy and print this page for future reference

Order Number: 689041308

Placed On: 3/16/18

Shipping

Marcy Pollicino
c/o RiverTown

1749 PENNAN PL.
SAINT JOHNS, FL 32259
United States
904-710-9348

STANDARD:
\$28.87

Estimated Delivery Date:
Mar 23, 2018

In order to deliver your order as soon as possible,
your order may be shipped in multiple packages.

Payment

Marcy Pollicino

c/o Vesta Property Services
245 Riverside Ave
JACKSONVILLE, FL 32202
United States
904-598-5004

mpollicino@vestapropertyservices.com

American Express
XXXX-XXXX-XXXX-1406
06/22

Your credit card will be billed as OTC Brands, Inc.

Order Summary

Subtotal:	\$288.67
Shipping:	\$28.87
Shipping Discount:	-\$28.87
Discount:	-\$10.00
Sales Tax:	\$0.00
ORDER TOTAL:	\$278.67

Cart

43 Item(s)

ITEM	QTY	PRICE	TOTAL
 <p>12-Color Crayola® Washable Conical Tip Markers /3/44006 1 Set(s) Est Delivery: Mar 23, 2018</p>	3	\$6.49	\$19.47
 <p>Color Your Own Easter Gift Bags 48/97 /5 Per Dozen Est Delivery: Mar 23, 2018</p>	20	\$4.98	\$99.60

Walmart

Save money. Live better.

(904) 288 - 8211
 MANAGER TOMY SKIPPER
 10251 SHOPS LN
 JACKSONVILLE FL 32258
 SIN 04444 OPN 004202 LEN 10 TRN 0/299
 DEB CARD 1.5L 001034115105
 20 AT 1 FOR 0.90 179.60 1
 DEB CARD 1.5L 001034115110
 8 AT 1 FOR 0.90 71.04 1
 SH MERCH 000520000054 0.97 1
 SUBTOTAL 260.41
 TAX 1 7.00 18.23
 TOTAL 278.64
 AMEX END 278.64
 AMERICAN EXPRESS *** **** *** 406 1 0
 APPROVAL # 053107
 REF # 00010037737
 TRMS TO 001076012726400

AID 000000025010001
 YC A201E0E3C000000
 TERMINAL # 203963532
 *Signature Verified

03/07/10 20:18:07
 CHANGE DUE 0.00
 # ITEMS SOLD 29
 (L# 9146 2514 9325 0000 4000 0



03/07/10 20:18:08
 CUSTOMER COPY





Ph: 904.398.8179
 Fax: 904.398.1569

JOB CONTRACT

PRODUCTIONS

VOICE TO:

DELIVERY ADDRESS:

St Johns, FL 32259

St Johns, FL 32259

bwhite@priproductions.com

Order Date
03/06/2018

Delivery
3/9/2018, 2:00 PM -

Set
3/9/2018, 2:00 PM -

3/9/2018, 5:30 PM - 8:00 PM

3/9/2018, 8:00 PM -

3/9/2018, 8:00 PM -

JOB DESCRIPTION: Grand Opening for RiverTown Amenity Center- Rentals

\$820 38 derzeit

Quantity	Description	Duration	Price	Subtotal
Décor				
20	Tiki Torches	1 Days	\$12.00	\$240.00
8	Stanchion, Silver 40" Ball Top	1 Days	\$12.00	\$96.00
1	Bamboo Bar	1 Days	\$200.00	\$200.00
6	Rope, Black Velvet 6'	1 Days	\$10.00	\$60.00
2	Carpet Runner - Black - 4 X 25	1 Days	\$125.00	\$250.00
2	Totem Pole - Large	1 Days	\$75.00	\$150.00
Total Décor:				\$996.00
Total				\$996.00

LABOR

Date	Start	End	QTY	Personnel/Task	Duration	Unit Price	Sub Total
Mar 9 18							
	2:00 PM	4:00 PM	2	SE Labor Crew/Set	2 Hours	\$35.00	\$140.00
	8:00 PM	10:00 PM	2	SE Labor Crew: After Hours/Strike	2 Hours	\$55.00	\$220.00
Total LABOR							\$360.00

Delivery/Misc

Quantity	Description	Price	Subtotal
1	RiverTown	\$150.00	\$150.00
Total Delivery/Misc			\$150.00

(invoice totals on page 2)

Rental Total:	\$996.00
Sale Total:	\$0.00
Labor:	\$360.00
Delivery/Misc:	\$150.00
Product Total:	\$1,506.00
Service Charge:	\$39.84
Tax:	\$94.92
<hr/>	
Job Total:	\$1,640.76

PROGRESSIVE Entertainment

Total Entertainment Services



Invoice-Agreement

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225
 (904) 645-9068 Fax: (904)645-9082
 E-mail: bookme@progressiveent.com
 www.progressiveent.com

Invoice date: 3/16/2018 **Invoice #** 5085 **Terms:** At event **PO#**

Customer name: Rivers Edge CDD (RiverTown) **Event type:** Movie Night

Billing address: 140 Landing Street., St. Johns, Fl. 32259

Original contact person: Marcy Pollicino **Wk:** 904-940-0008 **Cell:** 904-710-9348 **E-mail/ fax:** mpollicino@vestapropertyservices.com

At event contacts with cell: Same

Event date: Friday April 27, 2018 **Hours of event:** 8:00 pm until end of movies **Hours of service:** Same

Approximate set up time: between: 6:30 - 7:00 pm

Location name and address: Same

Where to set up at location: New Ampitheater at River Club Amenity Center **Power within 75':** Yes

Set up-grass or pavement: PV **Water within 75':** n/a **Covered area for entertainer:** n/a

Notes:

SERVICES NEEDED:

- * 32' Movie Screen System with Sound and Technician
- * Popcorn Machine
- * 100 Servings of Popcorn

Reg. Rate	\$595.00	Your Cost	\$495.00
Reg. Rate	\$79.00	Your Cost	\$69.00
Reg. Rate	\$28.00	Your Cost	\$24.00
Reg. Total	\$702.00	Your Total	\$588.00
Total Savings		\$114.00	

1-32-572-494
127

Sub Total:	\$588.00
Sales Tax:	\$0.00
Invoice Total:	\$588.00
50 % Deposit required	\$ -
Balance due at set up	\$588.00
Payments received	\$0.00
Current Balance	\$588.00

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY

Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required x _____ Date: _____

B.

River's Edge

Community Development District

Unaudited Financial Reporting

April 30, 2018

Rivers Edge
Community Development District
Combined Balance Sheet
As of April 30, 2018

	<u>Governmental Fund Types</u>				<u>Totals</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Capital Reserve</u>	<u>(Memorandum Only)</u> <u>2018</u>
<u>Assets:</u>					
Cash	\$213,280	---	---	\$13,190	\$226,470
Investments:					
Custody	\$331,043	---	---	---	\$331,043
Series 2008 A					
Reserve	---	\$505,023	---	---	\$505,023
Interest	---	\$0	---	---	\$0
Revenue A	---	\$579,373	---	---	\$579,373
Prepayment	---	\$27,554	---	---	\$27,554
Deferred Cost A/B	---	---	\$35,175	---	\$35,175
Due from Developer	\$5,756	---	---	---	\$5,756
Due from Developer-Tri-Party Funding	\$0	---	---	---	\$0
Series 2016					
Reserve	---	\$215,976	---	---	\$215,976
Revenue A	---	\$717,705	---	---	\$717,705
Construction	---	---	\$2	---	\$2
Cost of Issuance	---	---	\$0	---	\$0
Utilities Deposit	\$7,241	---	---	---	\$7,241
Prepaid Expenses	\$447	---	---	---	\$447
Total Assets	\$557,766	\$2,045,631	\$35,177	\$13,190	\$2,651,765
<u>Liabilities:</u>					
Accounts Payable	\$6,832	---	---	---	\$6,832
Due to Developer	---	---	---	---	\$0
Due to Capital Reserve	---	---	---	---	\$0
Due to Debt Service 2016	---	---	---	---	\$0
<u>Fund Balances:</u>					
Restricted for Debt Service	---	\$2,045,631	---	---	\$2,045,631
Restricted for Capital Projects	---	---	\$35,177	\$13,190	\$48,367
Nonspendable	\$7,241	---	---	---	\$7,241
Unassigned	\$537,453	---	---	---	\$537,453
Total Liabilities and Fund Equity	\$557,766	\$2,045,631	\$35,177	\$13,190	\$2,651,765

Rivers Edge
Community Development District
Statement of Revenues & Expenditures
For The Period Ending April 30, 2018

Description	<i>PRORATED</i>		ACTUAL 4/30/18	VARIANCE
	ADOPTED BUDGET	BUDGET 4/30/18		
Assessments - Roll	\$491,527	\$491,527	\$489,393	(\$2,134)
Assessments - Direct	\$1,008,401	\$1,008,401	\$1,008,401	\$0
Misc Income/Interest	\$1,000	\$1,000	\$5,466	\$4,466
Rental Revenue	\$5,000	\$2,500	\$3,415	\$915
Developer Cost Share - Mattamy (Roads/Stormwater)	\$90,507	\$0	\$0	\$0
Developer Contributions	\$282,211	\$102,481	\$102,481	\$0
Total Income	\$1,878,646	\$1,605,909	\$1,609,156	\$3,247

Expenditures

Administrative

Supervisor Fees	\$6,000	\$2,000	\$2,000	\$0
FICA Expense	\$459	\$153	\$153	\$0
Engineering (Prosser)	\$20,000	\$7,500	\$3,277	\$4,223
Assessment Roll	\$4,500	\$4,500	\$4,500	\$0
Attorney	\$40,000	\$20,000	\$18,054	\$1,946
Annual Audit	\$5,200	\$0	\$0	\$0
Trustee Fees	\$6,500	\$7,317	\$7,317	\$0
Dissemination	\$5,500	\$3,208	\$3,558	(\$350)
Arbitrage	\$1,200	\$1,200	\$1,200	\$0
Management Fees	\$45,000	\$26,250	\$26,250	\$0
Information Technology	\$2,500	\$1,458	\$1,458	\$0
Telephone	\$100	\$58	\$60	(\$2)
Postage	\$1,000	\$583	\$598	(\$15)
Printing & Binding	\$2,700	\$1,575	\$785	\$790
Insurance	\$8,038	\$8,038	\$8,038	\$0
Legal Advertising	\$3,000	\$750	\$486	\$264
Other Current Charges	\$1,000	\$583	\$723	(\$140)
Office Supplies	\$200	\$117	\$37	\$79
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative Expenses	\$153,072	\$85,466	\$78,669	\$6,797

Grounds Maintenance

Field Operations Management	\$32,500	\$13,542	\$13,542	\$0
Landscape Maintenance	\$579,438	\$362,149	\$351,949	\$10,200
Mulch	\$70,000	\$46,667	\$47,868	(\$1,201)
Landscape Reserves	\$20,000	\$20,000	\$106,959	(\$86,959)
Irrigation Repairs and Maintenance		\$0	\$13,158	(\$13,158)
Lakes, Vegetation and Algae Control	\$52,980	\$30,905	\$27,455	\$3,450
Irrigation Water Use	\$200,000	\$116,667	\$118,872	(\$2,206)
Electric	\$6,000	\$6,000	\$20,363	(\$14,363)
Street Lighting & Signage Repairs and Replacements	\$5,000	\$2,917	\$8,598	(\$5,681)
Street and Drainage Maintenance	\$5,000	\$2,917	\$659	\$2,257
Other Repairs and Maintenance	\$2,500	\$2,500	\$16,157	(\$13,657)
Total Grounds Maintenance Expenses	\$973,418	\$604,262	\$725,580	(\$121,318)

Amenity Center

General Manager	\$32,500	\$0	\$0	\$0
Facility Manager/Lifestyle Director (ASG)	\$26,750	\$26,750	\$31,167	(\$4,417)
Lifeguards/Pool Attendants (ASG)	\$36,500	\$3,042	\$1,442	\$1,600
Security Monitoring	\$2,208	\$1,288	\$1,288	\$0
Security Guards	\$60,000	\$35,000	\$36,963	(\$1,963)
Telephone	\$8,600	\$5,017	\$7,163	(\$2,146)
Insurance	\$34,609	\$34,609	\$33,446	\$1,163
General Facility Maint/Common Grounds Maint	\$59,833	\$29,917	\$30,625	(\$709)
Pool Maintenance	\$24,300	\$14,175	\$9,905	\$4,270
Pool Chemicals	\$11,136	\$6,496	\$6,125	\$371
Janitorial Services/Supplies	\$22,788	\$2,849	\$4,492	(\$1,644)
Window Cleaning	\$2,767	\$807	\$928	(\$121)
Propane Gas	\$500	\$292	\$546	(\$254)
Electric	\$25,000	\$14,583	\$14,024	\$559

Rivers Edge
Community Development District
Statement of Revenues & Expenditures
For The Period Ending April 30, 2018

<i>Description</i>	<i>ADOPTED BUDGET</i>	<i>PRORATED</i>		<i>VARIANCE</i>
		<i>BUDGET 4/30/18</i>	<i>ACTUAL 4/30/18</i>	
<i>Sewer/Water/Irrigation</i>	\$36,753	\$12,251	\$12,968	(\$717)
<i>Repair and Replacements</i>	\$23,600	\$23,600	\$51,124	(\$27,524)
<i>Refuse</i>	\$7,900	\$5,925	\$6,731	(\$806)
<i>Pest Control</i>	\$5,840	\$973	\$2,725	(\$1,752)
<i>Facility Preventative Maintenance</i>	\$2,680	\$0	\$0	\$0
<i>Access Cards</i>	\$500	\$500	\$1,575	(\$1,075)
<i>License/Permits</i>	\$1,968	\$0	\$0	\$0
<i>Other Current</i>	\$1,500	\$875	\$1,137	(\$262)
<i>Special Events</i>	\$20,000	\$20,000	\$42,968	(\$22,968)
<i>Landscape Replacements</i>	\$500	\$0	\$0	\$0
<i>Propane Gas</i>	\$1,400	\$1,400	\$1,989	(\$589)
<i>Capital Expenditure</i>	\$3,772	\$3,772	\$10,501	(\$6,729)
<i>Developer Amenity Replacements</i>	\$0	\$0	\$0	\$0
<i>General Reserve</i>	\$8,421	\$8,421	\$8,421	\$0
<i>Capital Outlay</i>	\$0	\$0	\$2,286	(\$2,286)
<i>Interfund Transfer Out</i>	\$0	\$0	\$0	\$0
Total Amenity Center Expenses	\$462,325	\$252,541	\$320,537	(\$67,996)
<u>Amenity River Club</u>				
<i>General Manager</i>	\$32,500	\$0	\$0	\$0
<i>Community Facility Staff</i>	\$27,500	\$0	\$0	\$0
<i>Community Maintenance Staff</i>	\$26,750	\$0	\$0	\$0
<i>Facility Attendants</i>	\$45,750	\$0	\$0	\$0
<i>Security Monitoring</i>	\$2,000	\$0	\$0	\$0
<i>Telephone</i>	\$5,000	\$0	\$0	\$0
<i>Insurance</i>	\$0	\$0	\$0	\$0
<i>General Facility Maint/Common Grounds Maint</i>	\$16,167	\$0	\$0	\$0
<i>Pool Maintenance</i>	\$12,150	\$0	\$0	\$0
<i>Pool Chemicals</i>	\$10,000	\$0	\$0	\$0
<i>Janitorial Services</i>	\$11,394	\$0	\$0	\$0
<i>Window Cleaning</i>	\$2,500	\$0	\$0	\$0
<i>Propane Gas</i>	\$500	\$0	\$0	\$0
<i>Electric</i>	\$20,000	\$0	\$0	\$0
<i>Sewer/Water/Irrigation</i>	\$30,000	\$0	\$0	\$0
<i>Repair and Replacements</i>	\$5,000	\$0	\$0	\$0
<i>Refuse</i>	\$7,000	\$0	\$0	\$0
<i>Pest Control</i>	\$2,500	\$0	\$0	\$0
<i>Facility Preventative Maintenance</i>	\$2,000	\$0	\$0	\$0
<i>Access Cards</i>	\$0	\$0	\$0	\$0
<i>License/Permits</i>	\$1,500	\$0	\$0	\$0
<i>Other Current</i>	\$1,000	\$0	\$0	\$0
<i>Special Events</i>	\$20,000	\$0	\$0	\$0
<i>Landscape Replacements</i>	\$500	\$0	\$0	\$0
<i>Office Supplies/Postage</i>	\$500	\$0	\$0	\$0
<i>Capital Expenditure</i>	\$0	\$0	\$0	\$0
<i>Capital Reserves</i>	\$0	\$0	\$0	\$0
Total Amenity Center Expenses	\$282,211	\$0	\$0	\$0
Total Expenses	\$1,871,026	\$942,269	\$1,124,786	(\$182,517)
Excess Revenues (Expenditures)	\$7,620		\$484,370	
Fund Balance - Beginning	\$0		\$60,324	
Fund Balance - Ending	\$7,620		\$544,694	

Rivers Edge
Community Development District
Debt Service Fund - Series 2008A
Statement of Revenues & Expenditures
For The Period Ending April 30, 2018

<i>Description</i>	<i>ADOPTED BUDGET</i>	<i>PRORATED BUDGET 4/30/18</i>	<i>ACTUAL 4/30/18</i>	<i>VARIANCE</i>
<i>Revenues:</i>				
<i>Assessments - Tax Roll</i>	\$577,110	\$577,733	\$577,733	\$0
<i>Assessments - Direct</i>	\$0	\$0	\$0	\$0
<i>Interest Income</i>	\$1,000	\$1,000	\$5,334	\$4,334
<i>Prepayment - Principal</i>	\$0	\$0	\$26,378	\$26,378
<i>Total Revenues</i>	\$578,110	\$578,733	\$609,444.99	\$30,712
<i>Expenditures</i>				
<i>Series 2008A</i>				
<i>Interest 11/1</i>	\$218,620	\$218,620	\$218,110	\$510
<i>Principal 11/1 (Special Call)</i>	\$0	\$0	\$20,000	(\$20,000)
<i>Interest 5/1</i>	\$218,620	\$0	\$0	\$0
<i>Principal 5/1</i>	\$145,000	\$0	\$0	\$0
<i>Principal 5/1 (Special Call)</i>	\$0	\$0	\$0	\$0
<i>Transfer Out</i>	\$29,066	\$21,329	\$21,329	\$0
<i>Transfer Out to Escrow Agent</i>	\$0	\$0	\$0	\$0
<i>Total Expenditures</i>	\$611,306	\$239,949	\$259,439	(\$19,490)
<i>Excess Revenues (Expenditures)</i>	(\$33,196)	\$338,784	\$350,006	\$11,222
<i>Fund Balance - Beginning</i>	\$247,686		\$761,945	
<i>Fund Balance - Ending</i>	\$214,490		\$1,111,951	

<i>Reserve</i>	\$505,023
<i>Interest</i>	\$0
<i>Revenue</i>	\$579,373
<i>Prepayment</i>	\$27,554
<i>Assessment Receivable</i>	\$0
	\$1,111,951

Rivers Edge
Community Development District
Debt Service Fund - Series 2016
Statement of Revenues & Expenditures
For The Period Ending April 30, 2018

<i>Description</i>	<i>PROPOSED BUDGET</i>	<i>PRORATED BUDGET 4/30/18</i>	<i>ACTUAL 4/30/18</i>	<i>VARIANCE</i>
<i>Revenues:</i>				
<i>Assessment - Direct</i>	\$711,978	\$711,978	\$711,978	\$0
<i>Interest Income</i>	\$1,000	\$1,000	\$3,583	\$2,583
<i>Bond Proceeds</i>	\$0	\$0	\$0	\$0
<i>Total Revenues</i>	\$712,978	\$712,978	\$715,560	\$2,583
<i>Expenditures</i>				
<i>Series 2008A</i>				
<i>Interest 11/1</i>	\$272,525	\$272,525	\$272,525	\$0
<i>Interest 5/1</i>	\$272,525	\$0	\$0	\$0
<i>Principal 5/1</i>	\$170,000	\$0	\$0	\$0
<i>Interfund Transfer Out</i>	\$0	\$0	\$0	\$0
<i>Transfer Out to Escrow Agent</i>	\$0	\$0	\$0	\$0
<i>Total Expenditures</i>	\$715,050	\$272,525	\$272,525	\$0
<i>Excess Revenues (Expenditures)</i>	(\$2,072)	\$440,453	\$443,035	\$2,583
<i>Fund Balance - Beginning</i>	\$275,152		\$490,645	
<i>Fund Balance - Ending</i>	\$273,080		\$933,681	

<i>Reserve</i>	\$215,976
<i>Interest</i>	\$0
<i>Revenue</i>	\$717,705
<i>Prepayment</i>	\$0
<i>Assessment Receivable</i>	\$0
	<u>\$933,681</u>

River's Edge
Community Development District
Capital Projects Fund - Series 2008A/B
Statement of Revenues & Expenditures
For The Period Ending April 30, 2018

<i>Description</i>	<i>SERIES</i> <i>2008A/B</i>
<i>Revenues:</i>	
<i>Interest Income/Miscellaneous</i>	\$184
<i>Total Revenues</i>	\$184
<i>Expenditures:</i>	
<i>Capital Outlay</i>	\$0
<i>Transfer out to Escrow Agent</i>	\$0
<i>Total Expenditures</i>	\$0
<i>Excess Revenues (Expenditures)</i>	\$184
<i>Other Sources & Uses:</i>	
<i>Transfer In/(Out)</i>	\$21,329
<i>Total Other Sources & Uses</i>	\$21,329
<i>Net Change in Fund Balance</i>	\$21,513
<i>Fund Balance - Beginning</i>	\$13,662
<i>Fund Balance - Ending</i>	\$35,175

River's Edge
Community Development District
Capital Projects Fund - Series 2016
Statement of Revenues & Expenditures
For The Period Ending April 30, 2018

<i>Description</i>	<i>SERIES</i> <i>2016</i>
<i>Revenues:</i>	
<i>Interest Income</i>	\$16
<i>Bond Proceeds</i>	\$0
<i>Total Revenues</i>	\$16
<i>Expenditures:</i>	
<i>Capital Outlay</i>	\$19,260
<i>Cost of Issuance</i>	\$0
<i>Total Expenditures</i>	\$19,260
<i>Excess Revenues (Expenditures)</i>	(\$19,245)
<i>Fund Balance - Beginning</i>	\$19,246
<i>Fund Balance - Ending</i>	\$2

River's Edge
Community Development District
Capital Reserve Funds
Statement of Revenues & Expenditures
As of April 30, 2018

<i>Description</i>	<i>ADOPTED BUDGET</i>	<i>PRORATED BUDGET 4/30/18</i>	<i>ACTUAL 4/30/18</i>	<i>VARIANCE</i>
<i><u>Revenues:</u></i>				
<i>Capital Reserve Funding - Transfer In</i>	\$0	\$0	\$8,421	\$8,421
Total Revenues	\$0	\$0	\$8,421	\$8,421
<i><u>Expenditures</u></i>				
<i>Other Current Charges</i>	\$0	\$0	\$214	(\$214)
<i>Capital Outlay</i>	\$0	\$0	\$0	\$0
<i>Repair and Replacements</i>	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$214	(\$214)
Excess Revenues (Expenditures)	\$0		\$8,207	
Fund Balance - Beginning	\$0		\$4,983	
Fund Balance - Ending	\$0		\$13,190	

Rivers Edge
Community Development District
General Fund
 Month By Month Income Statement
 Fiscal Year 2018

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenues:													
Assessments - Roll	\$0	\$29,597	\$259,867	\$165,867	\$29,238	\$2,931	\$1,893	\$0	\$0	\$0	\$0	\$0	\$489,393
Assessments - Direct	\$504,201	\$252,100	\$252,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,008,401
Misc Income/Interest	\$3,891	\$0	\$27	\$116	\$393	\$469	\$570	\$0	\$0	\$0	\$0	\$0	\$5,466
Rental Revenue	\$0	\$500	\$275	\$625	\$1,290	\$725	\$0	\$0	\$0	\$0	\$0	\$0	\$3,415
Developer Cost Share - Mattamy (Rc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Contributions	\$0	\$75,353	\$1,495	\$21,572	\$2,949	\$1,113	\$0	\$0	\$0	\$0	\$0	\$0	\$102,481
Total Income	\$508,092	\$357,550	\$513,764	\$188,180	\$33,870	\$5,237	\$2,463	\$0	\$0	\$0	\$0	\$0	\$1,609,156

Expenditures

Administrative

Supervisor Fees	\$400	\$0	\$0	\$800	\$0	\$400	\$400	\$0	\$0	\$0	\$0	\$0	\$2,000
JICA Expense	\$31	\$0	\$0	\$61	\$0	\$31	\$31	\$0	\$0	\$0	\$0	\$0	\$153
Engineering Fees	\$1,408	\$0	\$647	\$564	\$175	\$483	\$0	\$0	\$0	\$0	\$0	\$0	\$3,277
Assessment Roll	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500
Attorney Fees	\$3,350	\$1,269	\$1,636	\$3,273	\$8,527	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,054
Boundary Amendment Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Audit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$7,317	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,317
Dissemination	\$458	\$458	\$458	\$458	\$558	\$458	\$709	\$0	\$0	\$0	\$0	\$0	\$3,558
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$0	\$0	\$1,200
Management Fees - GMS	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$0	\$0	\$0	\$0	\$0	\$26,250
Computer Time	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$0	\$0	\$0	\$0	\$0	\$1,458
Telephone	\$21	\$0	\$20	\$0	\$8	\$0	\$12	\$0	\$0	\$0	\$0	\$0	\$60
Postage	\$73	\$62	\$133	\$159	\$0	\$63	\$108	\$0	\$0	\$0	\$0	\$0	\$598
Insurance	\$8,038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,038
Printing & Binding	\$12	\$226	\$16	\$289	\$176	\$18	\$48	\$0	\$0	\$0	\$0	\$0	\$785
Legal Advertising	\$77	\$179	\$78	\$80	\$0	\$72	\$0	\$0	\$0	\$0	\$0	\$0	\$486
Other Current Charges	\$51	\$286	\$83	\$70	\$77	\$57	\$98	\$0	\$0	\$0	\$0	\$0	\$723
Office Supplies	\$1	\$11	\$1	\$1	\$10	\$0	\$14	\$0	\$0	\$0	\$0	\$0	\$37
Dues, Licenses, Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative Expenses	\$29,869	\$6,450	\$7,031	\$9,713	\$13,489	\$5,540	\$6,578	\$0	\$0	\$0	\$0	\$0	\$78,669

Grounds Maintenance

Field Operations Management	\$2,708	\$2,708	\$2,708	\$2,708	\$2,708	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,542
Landscape Maintenance	\$49,970	\$49,628	\$54,495	\$48,391	\$41,960	\$54,880	\$52,624	\$0	\$0	\$0	\$0	\$0	\$351,949
Mulch	\$0	\$47,004	\$0	\$0	\$0	\$864	\$0	\$0	\$0	\$0	\$0	\$0	\$47,868
Landscape Reserve	\$4,659	\$15,001	\$13,050	\$61,483	\$5,217	\$6,094	\$1,455	\$0	\$0	\$0	\$0	\$0	\$106,959
Landscaping New Areas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation Maintenance and Repair:	\$2,106	\$1,492	\$1,008	\$1,044	\$806	\$4,322	\$2,381	\$0	\$0	\$0	\$0	\$0	\$13,158
Lakes, Vegetation and Algae Control	\$1,915	\$4,540	\$6,115	\$4,540	\$4,015	\$4,415	\$1,915	\$0	\$0	\$0	\$0	\$0	\$27,455
Irrigation Water Use	\$12,540	\$14,559	\$37,348	\$12,120	\$12,456	\$13,644	\$16,206	\$0	\$0	\$0	\$0	\$0	\$118,872
Electric (Streetlights and Pumps)	\$3,226	\$2,802	\$2,429	\$3,477	\$3,460	\$1,866	\$3,101	\$0	\$0	\$0	\$0	\$0	\$20,363
Street Lighting & Signage Repairs &	\$1,200	\$783	\$1,800	\$0	\$2,225	\$275	\$2,315	\$0	\$0	\$0	\$0	\$0	\$8,598
Street and Drainage Maintenance	\$0	\$350	\$85	\$24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$659
Other Repairs & Maintenance	\$154	\$1,425	\$781	\$2,926	\$10,871	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,157
Total Grounds Maintenance Expenses	\$78,478	\$140,292	\$119,819	\$136,914	\$83,719	\$86,360	\$79,997	\$0	\$0	\$0	\$0	\$0	\$725,580

Amenity Center

Facility Manager/Lifestyle Director	\$4,333	\$4,333	\$4,333	\$5,167	\$4,333	\$4,333	\$4,333	\$0	\$0	\$0	\$0	\$0	\$31,167
Lifeguards	\$0	\$0	\$0	\$0	\$0	\$0	\$1,442	\$0	\$0	\$0	\$0	\$0	\$1,442
Security Monitoring	\$184	\$184	\$184	\$184	\$184	\$184	\$184	\$0	\$0	\$0	\$0	\$0	\$1,288
Security Guards	\$4,930	\$4,888	\$5,039	\$4,901	\$7,557	\$5,037	\$4,610	\$0	\$0	\$0	\$0	\$0	\$36,963
Telephone	\$463	\$465	\$242	\$1,294	\$654	\$1,731	\$2,315	\$0	\$0	\$0	\$0	\$0	\$7,163
Insurance	\$32,961	\$0	\$0	\$0	\$485	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$33,446
General Facility Maintenance	\$4,375	\$4,375	\$4,375	\$4,375	\$4,375	\$4,375	\$4,375	\$0	\$0	\$0	\$0	\$0	\$30,625
Pool Maintenance	\$1,139	\$1,139	\$1,139	\$1,139	\$3,072	\$1,139	\$1,139	\$0	\$0	\$0	\$0	\$0	\$9,905
Pool Chemicals	\$761	\$761	\$818	\$818	\$818	\$818	\$1,330	\$0	\$0	\$0	\$0	\$0	\$6,125
Janitorial	\$642	\$642	\$642	\$642	\$642	\$642	\$642	\$0	\$0	\$0	\$0	\$0	\$4,492
Window Cleaning	\$0	\$0	\$0	\$778	\$0	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$928
Propane Gas	\$0	\$3	\$413	\$25	\$53	\$27	\$25	\$0	\$0	\$0	\$0	\$0	\$546
Electric	\$1,911	\$1,852	\$2,081	\$1,912	\$2,283	\$2,117	\$1,868	\$0	\$0	\$0	\$0	\$0	\$14,024

Rivers Edge
Community Development District
General Fund
 Month By Month Income Statement
 Fiscal Year 2018

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Sewer/Water	\$1,967	\$2,536	\$1,842	\$1,863	\$1,732	\$1,632	\$1,396	\$0	\$0	\$0	\$0	\$0	\$12,968
Repair and Replacements	\$1,003	\$31,208	\$990	\$217	\$1,430	\$16,011	\$265	\$0	\$0	\$0	\$0	\$0	\$51,124
Refuse	\$886	\$965	\$973	\$973	\$979	\$982	\$973	\$0	\$0	\$0	\$0	\$0	\$6,731
Pest Control	\$175	\$475	\$175	\$475	\$475	\$475	\$475	\$0	\$0	\$0	\$0	\$0	\$2,725
Facility Preventative Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$0	\$1,575	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,575
License/Permits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current	\$149	\$114	\$94	\$161	\$163	\$362	\$95	\$0	\$0	\$0	\$0	\$0	\$1,137
Special Events	\$3,910	\$2,968	\$19,336	\$4,479	\$4,520	\$7,754	\$0	\$0	\$0	\$0	\$0	\$0	\$42,968
Office Supplies/Postage	\$0	\$265	\$70	\$270	\$1,062	\$322	\$0	\$0	\$0	\$0	\$0	\$0	\$1,989
Capital Expenditure	\$0	\$0	\$8,023	\$1,239	\$1,239	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,501
Developer Repair/Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve Study	\$0	\$0	\$0	\$0	\$0	\$0	\$8,421	\$0	\$0	\$0	\$0	\$0	\$8,421
Capital Outlay	\$0	\$0	\$2,286	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,286
Total Amenity Center Expenses	\$59,788	\$58,747	\$53,055	\$30,911	\$36,056	\$48,092	\$33,887	\$0	\$0	\$0	\$0	\$0	\$320,537
<u>Amenity River Club</u>													
General Manager	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Community Facility Staff	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Community Maintenance Staff	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Attendants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security Monitoring	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Facility Maint/Common Gr	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pool Chemicals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Janitorial Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Window Cleaning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Propane Gas	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sewer/Water/Irrigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repair and Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Refuse	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pest Control	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Preventative Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Cards	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
License/Permits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Current	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Special Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Landscape Replacements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies/Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Expenditure	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Amenity River Club Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$168,136	\$205,489	\$179,905	\$177,539	\$133,264	\$139,991	\$120,462	\$0	\$0	\$0	\$0	\$0	\$1,124,786
Excess Revenues/Expenses	\$339,956	\$152,061	\$333,860	\$10,641	-\$99,394	-\$134,754	-\$117,999	\$0	\$0	\$0	\$0	\$0	\$484,370

*Rivers Edge Community Development District
Tri-Party Funding Requests*

<i>Funding Request #</i>	<i>Date of Request</i>	<i>Check Date Received Developer</i>	<i>Requested Tri-Party Funding Landscape</i>	<i>Requested Funding Amenity</i>	<i>Total Funding Request FY 17</i>	<i>Total Funding Request FY 18</i>	<i>Balance (Due From Dev)/ Due to Tri-Party</i>	<i>Balance (Due From Developer)/ Due To</i>
51	10/9/17	11/3/17	\$0.00	\$130,188.83	\$130,188.83		\$0.00	\$0.00
52	10/20/17	10/26/17	\$0.00	\$21,570.00	\$21,570.00		\$0.00	\$0.00
53	11/7/17	1/23/18	\$0.00	\$1,200.00	\$1,200.00		\$0.00	\$0.00
54	11/8/17	1/23/18	\$0.00	\$14,373.43	\$14,373.43		\$0.00	\$0.00
55	12/14/17	1/23/18	\$0.00	\$14,230.80		\$14,230.80	\$0.00	\$0.00
56	1/9/18	3/16/18	\$0.00	\$12,247.00		\$12,247.00	\$0.00	\$0.00
57	1/16/18	3/6/18	\$50,370.00	\$0.00		\$50,370.00	\$0.00	\$0.00
58	2/27/18	3/23/18	\$0.00	\$4,129.50		\$4,129.50	\$0.00	\$0.00
59	3/29/18		\$0.00	\$5,756.09		\$5,756.09		(\$5,756.09)
<i>Due from Developer</i>			\$50,370.00	\$203,695.65	\$167,332.26	\$76,847.80	\$0.00	(\$5,756.09)

<i>Expense Month of Request</i>	<i>Funding Request</i>	<i>Funding Received FY18</i>	<i>Total Developer Contributions</i>
<i>October</i>	---	---	\$0.00
<i>November</i>	55	\$3,885.00	
	55	\$7,500.00	
	55	\$2,845.80	
	56	\$1,200.00	
	56	\$665.00	
	56	\$8,887.00	
	57	\$50,370.00	\$75,352.80
<i>December</i>	56	\$500.00	
	56	\$75.00	
	56	\$321.00	
	56	\$599.00	\$1,495.00
<i>January</i>	58	\$68.00	\$68.00
<i>Februaru</i>	58	\$250.00	
	58	\$709.00	
	58	\$1,990.00	\$2,949.00
<i>March</i>	58	\$312.50	
	58	\$800.00	
	56	\$8,887.00	
	56	\$665.00	
	56	\$1,200.00	
			\$11,864.50
<i>April</i>	56	\$1,200.00	
	56	\$665.00	
	56	\$8,887.00	
			\$10,752.00
<i>Total Developer Contributions FY18</i>			\$102,481.30

River's Edge
Community Development District
Long Term Debt Report

Series 2008A, Capital Improvement Revenue Bonds	
Interest Rate:	6.80%
Maturity Date:	5/1/2038
Reserve Fund Definition:	7.835% Deemed Outstanding
Reserve Fund Requirement:	\$492,828
Reserve Fund Balance:	\$505,023
Bonds outstanding - 9/30/2014	\$12,375,000
Less: November 1, 2014 (Prepayment)	(\$10,000)
Less: May 1, 2015 (Mandatory)	(\$210,000)
Less: May 1, 2015 (Prepayment)	(\$20,000)
Less: May 2, 2016 (Mandatory)	(\$225,000)
Less: May 2, 2016 (Prepayment)	(\$15,000)
Less: October 18, 2016 (Prepayment)	(\$5,315,000)
Less: November 1, 2016 (Prepayment)	(\$15,000)
Less: May 1, 2017 (Mandatory)	(\$240,000)
Less: May 1, 2017 (Prepayment)	(\$15,000)
Less: November 1, 2017 (Prepayment)	(\$20,000)
Current Bonds Outstanding	\$6,290,000

Series 2016 Capital Improvement Revenue Bonds and Refunding Bonds	
Interest Rate:	4.5% - 5.3%
Maturity Date:	5/1/2026
Reserve Fund Definition:	30% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$213,593
Reserve Fund Balance:	\$215,976
Bonds outstanding - 10/19/16	\$10,765,000
Less: May 1, 2017 (Mandatory)	(\$160,000)
Current Bonds Outstanding	\$10,605,000

C.

Rivers Edge Community Development District
Summary of Assessments
Fiscal Year 2018
10/1/17 - 9/30/18

Assessed To	# UNITS	ASSESSED			TOTAL INVOICED NET
		Series 2008A Debt Invoiced Net	Series 2016 Debt Invoiced Net	FY18 O&M	
DIRECT BILLS PYMNT PLAN * MATTAMY - BULK (1)	993		711,977.50	1,008,401.23	1,720,378.73
TOTAL REVENUE DIRECT BILLS	993		711,977.50	1,008,401.23	1,720,378.73
NET REVENUE TAX ROLL (RIVERS EDGE)	468	580,290.8	-	491,519.51	1,071,810.31
TOTAL REVENUE	1,461	580,290.80	711,977.50	1,499,920.74	2,792,189.04

RECEIVED				BALANCE DUE/ (DISCOUNTS NOT TAKEN)
Series 2008A Debt Paid	Series 2016 Debt Paid	O&M PAID	TOTAL PAID	
-	\$711,977.51	1,008,401.23	1,720,378.74	(0.01)
-	711,977.51	1,008,401.23	1,720,378.74	(0.01)
572,084.79	-	489,352.66	1,061,437.45	10,372.87
572,084.79	711,977.51	1,497,753.89	2,781,816.19	10,372.86

DIRECT BILL PERCENT COLLECTED	0.00%	100.00%	100.00%	100.00%
TAX ROLL PERCENT COLLECTED	98.59%	0.00%	99.56%	99.03%
TOTAL PERCENT COLLECTED	98.59%	100.00%	99.86%	99.63%

(1) Developer is on a payment plan for undeveloped land. Assessments are paid 25% by Oct 1, and 25 % by Dec 1 and 25% by Feb 1 and 25% by May 1.

SUMMARY OF TAX ROLL RECEIPTS					
ST JOHNS COUNTY DISTRIBUTION	DATE	AMOUNT	Series 2008A Debt	Series 2016 Debt	O&M
1	11/6/17	657.20	355.82	-	301.38
2	11/15/17	39,431.74	21,348.81	-	18,082.93
3	11/28/17	24,450.20	13,237.63	-	11,212.57
4	12/11/17	113,849.44	61,639.44	-	52,210.00
5	12/27/17	452,732.61	245,114.80	-	207,617.81
Interest	1/4/18	53.67	29.06	-	24.61
6	1/24/18	361,721.10	195,840.09	-	165,881.01
7	2/26/18	63,757.63	34,519.14	-	29,238.49
8	3/13/18	6,391.15	3,460.24	-	2,930.91
9	4/18/18	4,040.51	2,187.58	-	1,852.93
TOTAL TAX ROLL RECEIPTS		1,067,085.25	577,732.61	-	489,352.66

D.

Rivers Edge

Community Development District

Check Run Summary

May 7, 2018

Fund	Date	Check No.	Amount
General Fund			
<i>Payroll</i>	3/9/18	50365-50366	\$ 369.40
	4/16/18	50367-50368	\$ 369.40
		<u>Sub-Total</u>	<u>\$ 738.80</u>
<i>Accounts Payable</i>	3/1/18	2515-2520	\$ 11,821.80
	3/8/18	2521-2533	\$ 74,606.98
	3/14/18	2534-2541	\$ 4,449.51
	3/16/18	2542	\$ 25.00
	3/19/18	2543	\$ 275.00
	3/21/18	2544	\$ 4,485.00
	3/22/18	2545-2558	\$ 14,412.91
	3/28/18	2559-2572	\$ 18,194.12
	4/5/18	2573-2589	\$ 75,268.71
	4/12/18	2590-2596	\$ 9,385.90
	4/19/18	2597-2602	\$ 3,236.72
	4/26/18	2603-2618	\$ 21,279.63
		<u>Sub-Total</u>	<u>\$ 237,441.28</u>
Capital Fund			
<i>Accounts Payable</i>			\$ -
		<u>Sub-Total</u>	<u>\$ -</u>
Total			\$ 238,180.08

BR040M-A
CMPY-001 RIVERS

CHECKS WRITTEN LISTING
EDGE - GENERAL
BANK-P

AS OF 3/31/2018
RIVERS EDGE PAYROLL

RUN 5/07/2018

PAGE 1

CHECK#	TYPE	SYSTEM	CHECK DATE	CHECK AMT	EMP/CUS/VEN#	DESCRIPTION
050365	R	PR	03/09/2018	184.70	15	JUDITH LONG
050366	R	PR	03/09/2018	184.70	16	CHARLES OATES
		BANK TOTAL		369.40		
		COMPANY TOTAL		369.40		

BR040M-A
CMPY-001

RIVERS EDGE - GENERAL
BANK-P

CHECKS WRITTEN LISTING
RIVERS EDGE PAYROLL

AS OF 4/30/2018
RUN 5/07/2018

PAGE 1

CHECK#	TYPE	SYSTEM	CHECK DATE	CHECK AMT	EMP/CUS/VEN#	DESCRIPTION
050367	R	PR	04/16/2018	184.70	15	JUDITH LONG
050368	R	PR	04/16/2018	184.70	16	CHARLES OATES
		BANK TOTAL		369.40		
		COMPANY TOTAL		369.40		

Attendance Sheet

District Name: Rivers Edge CDD

Board Meeting Date: March 8, 2018

	Name	In Attendance	Fee
1	Jason Sessions <i>Chairman</i>	<input checked="" type="checkbox"/>	NO
2	Rick Egger <i>Vice Chairperson</i>	<input checked="" type="checkbox"/>	NO
3	Judy Long <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
4	Charles Oates <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
5	Jason Beard <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	NO

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:

District Manager Signature

Date

3/8/18

PLEASE RETURN COMPLETED FORM TO BRIAN SANCHEZ

Attendance Sheet

District Name: Rivers Edge CDD

Board Meeting Date: April 11, 2018

	Name	In Attendance	Fee
1	Jason Sessions <i>Chairman</i>	<input checked="" type="checkbox"/>	NO
2	Rick Egger <i>Vice Chairperson</i>	<input checked="" type="checkbox"/> <i>phone</i>	NO
3	Judy Long <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
4	Charles Oates <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
5	VACANT <i>Assistant Secretary</i>	<i>TANA JINKS</i> <input checked="" type="checkbox"/>	NO

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:



District Manager Signature

4/11/18

Date

PLEASE RETURN COMPLETED FORM TO BRIAN SANCHEZ

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/01/18	00178	2/26/18	02262018	201802	320	57200	49400			*	375.00		
			2/28/18	EVENT DEPOSIT					AIRTAT BODYART			375.00	002515
3/01/18	00142	12/19/17	5551711	201712	320	57200	46102			*	7,900.00		
				DEBRIS DISPOSAL					BRIGHTVIEW LANDSCAPE SERVICES INC			7,900.00	002516
3/01/18	00142	12/20/17	5554121	201712	310	51300	60000			*	2,285.72		
				TURF ROTORS INSTALLED					BRIGHTVIEW LANDSCAPE SERVICES INC			2,285.72	002517
3/01/18	00090	2/08/18	214	201802	320	57200	49400			*	375.00		
				MUSIC FOR EVENT 3/2/18					DERON BAKER			375.00	002518
3/01/18	00073	3/01/18	13129557	201803	330	57200	45210			*	768.08		
				MARCH POOL MAINTENANCE						*	50.00		
		3/01/18	13129557	201803	330	57200	45210			*			
				XPC SYSTEM UPGRADE					POOLSURE			818.08	002519
3/01/18	00155	2/26/18	339676	201802	320	57200	46400			*	68.00		
				FOOD TRUCK FRIDAY 2/2/18					VESTA PROPERTY SERVICES, INC.			68.00	002520
3/08/18	00142	2/26/18	5652627	201802	320	57200	46102			*	945.00		
				REMOVE/RELOCATE 4 OAKS					BRIGHTVIEW LANDSCAPE SERVICES INC			945.00	002521
3/08/18	00142	2/27/18	5661306	201802	320	57200	46102			*	1,441.96		
				REMOVE/INSTALL SOD					BRIGHTVIEW LANDSCAPE SERVICES INC			1,441.96	002522
3/08/18	00142	3/01/18	5651944	201803	320	57200	46100			*	18,111.00		
				MAR LANDSCAPE MAINT - OBT					BRIGHTVIEW LANDSCAPE SERVICES INC			18,111.00	002523
3/08/18	00142	3/01/18	5656327	201803	320	57200	46100			*	30,280.08		
				MAR LANDSCAPE MAINTENANCE					BRIGHTVIEW LANDSCAPE SERVICES INC			30,280.08	002524
3/08/18	00020	3/01/18	32427	201803	320	57200	46800			*	1,915.00		
				MAR LAKE MAINTENANCE					CHARLES AQUATICS, INC			1,915.00	002525

REDG RIVERS EDGE BSANCHEZ

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/08/18	00071	2/27/18	23455767	201802	330	57200	34510			*	2,086.24		
				2/12/18-2/25/18					SECURITY				
		2/27/18	23455767	201802	330	57200	34510		MILEAGE	*	444.03		
GIDDENS SECURITY CORPORATION												2,530.27	002526
3/08/18	00003	3/01/18	181	201803	310	51300	34000		MAR MANAGEMENT FEES	*	3,750.00		
		3/01/18	181	201803	310	51300	35100		MAR INFORMATION TECH	*	208.33		
		3/01/18	181	201803	310	51300	32400		MAR DISSEMINATION FEES	*	458.33		
		3/01/18	181	201803	310	51300	42500		COPIES	*	17.70		
		3/01/18	181	201803	310	51300	41000		TELEPHONE	*	12.40		
GOVERNMENTAL MANAGEMENT SERVICES												4,446.76	002527
3/08/18	00074	2/16/18	68787682	201803	330	57200	45800		MAR REFUSE - PARK	*	475.04		
REPUBLIC SERVICES #687												475.04	002528
3/08/18	00074	2/16/18	68787685	201803	330	57200	45800		MAR REFUSE - CLUBHOUSE	*	507.15		
REPUBLIC SERVICES #687												507.15	002529
3/08/18	00058	3/01/18	100372	201803	330	57200	34500		MAR CLUBHOUSE MONITOR	*	117.50		
		3/01/18	100372	201803	330	57200	34500		MAR FITNESS MONITOR	*	27.50		
		3/01/18	100372	201803	330	57200	34500		MAR PARK MONITOR	*	39.00		
SONITROL OF NORTH CENTRAL FLORIDA												184.00	002530
3/08/18	00156	2/14/18	5142124	201802	330	57200	45900		FEB PEST CONTROL	*	175.00		
TURNER PEST CONTROL												175.00	002531
3/08/18	00155	3/01/18	339765	201803	330	57200	34000		MAR FACILITY MANAGE/DIR	*	4,333.34		
		3/01/18	339765	201803	330	57200	45100		MAR FACILITY MAINTENANCE	*	4,375.00		
		3/01/18	339765	201803	330	57200	45200		MAR POOL MAINTENANCE	*	1,138.83		
		3/01/18	339765	201803	330	57200	45300		MAR JANITORIAL MAINT	*	641.75		

REDG RIVERS EDGE BSANCHEZ

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/01/18		3/01/18	339765	201803	320	57200	49400		MAR ADDITIONAL STAFFING	*	1,175.00		
3/01/18		3/01/18	339765	201803	330	57200	34100		12 HOURS MAINT SERVICE	*	1,579.00		
VESTA PROPERTY SERVICES, INC.												13,242.92	002532
3/08/18	00174	11/29/17	644157	201711	330	57200	45700		FIRE ALARM TROUBLESHOOT	*	352.80		
WAYNE AUTOMATIC FIRE SPRINKLERS, INC												352.80	002533
3/14/18	00077	3/09/18	27356	201802	320	57200	46800		FEB STORMWATER INSPECTION	*	2,100.00		
AEROSTARSES LLC												2,100.00	002534
3/14/18	00020	3/09/18	32502	201803	320	57200	46800		ONE TIME FOUNTAIN MAINT	*	400.00		
CHARLES AQUATICS, INC												400.00	002535
3/14/18	00056	3/13/18	20134291	201803	330	57200	49500		HIGH WINDOWS CLEANED	*	150.00		
COMMERCIAL WINDOW CLEANING INC												150.00	002536
3/14/18	00103	3/04/18	14845635	201803	330	57200	50000		5G PURIFIED WATER	*	61.94		
3/04/18		3/04/18	14845635	201803	330	57200	50000		HOT AND COLD COOLER CUPS	*	6.99		
3/04/18		3/04/18	14845635	201803	330	57200	50000		5G PURIFIED WATER	*	85.91		
3/04/18		3/04/18	14845635	201803	330	57200	50000		PAPER INVOICE FEE	*	3.00		
CRYSTAL SPRINGS												157.84	002537
3/14/18	00021	12/28/17	6783	201712	330	57200	45000		FY18 POLICY CHANGE	*	485.00		
EGIS INSURANCE ADVISORS LLC												485.00	002538
3/14/18	00147	2/16/18	90218A	201803	320	57200	49400		BALANCE: EVENT 3/19/18	*	875.00		
PRINCE PELE'S POLYNESIAN REVUE												875.00	002539
3/14/18	00069	3/07/18	03072018	201802	330	57200	45400		FEB GAS	*	26.67		
TECO PEOPLES GAS												26.67	002540
3/14/18	00196	11/07/17	11072017	201711	330	57200	45700		HEATER INSPECTION	*	225.00		

REDG RIVERS EDGE BSANCHEZ

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #	
		11/07/17	11072017	201711	330	57200	45700			*	30.00			
			TRUCK CHARGE											
			WALLY'S HEATING AND										255.00	002541
3/16/18	00108	3/16/18	03162018	201803	330	57200	50000			*	25.00			
			ALARM REGISTRATION RENEW											
			ST JOHNS COUNTY SHERIFF'S OFFICE										25.00	002542
3/19/18	00171	3/13/18	20180313	201803	320	57200	46500			*	240.00			
			REASSEMBLED STOP SIGN											
		3/13/18	20180313	201803	320	57200	46500			*	35.00			
			ALUMINUM ROD,WHEELS,FUEL											
			TNZ MOBILE WELDING										275.00	002543
3/21/18	00194	3/13/18	3671	201803	330	57200	45700			*	4,485.00			
			REPAIR TRELIS/PAINT PROJ											
			NOBLE CONSTRUCTION GROUP										4,485.00	002544
3/22/18	00208	3/13/18	58668	201803	330	57200	45700			*	94.00			
			REPAIR ENTRANCE SIGN											
			ALL SERVICE ELECTRIC GROUP, INC										94.00	002545
3/22/18	00198	2/13/18	1622	201803	320	57200	49400			*	500.00			
		3/31/18	EVENT FACE PAINT											
			ART-Z FACES										500.00	002546
3/22/18	00140	3/20/18	03202018	201803	320	57200	49400			*	400.00			
		4/6/18	EVENT MUSIC											
			BERT J BOWDEN										400.00	002547
3/22/18	00142	3/14/18	5676041	201803	320	57200	46102			*	923.00			
			SCHILLING 3 GAL/PREP BEDS											
		3/14/18	5676041	201803	320	57200	46101			*	864.00			
			MULCH											
			BRIGHTVIEW LANDSCAPE SERVICES INC										1,787.00	002548
3/22/18	00142	3/14/18	5676052	201803	320	57200	46102			*	1,501.00			
			REMOVE PINE/BROKEN LIMB											
			BRIGHTVIEW LANDSCAPE SERVICES INC										1,501.00	002549
3/22/18	00142	3/19/18	5679908	201803	320	57200	46000			*	1,360.00			
			IRRIGATION REPAIRS											
			BRIGHTVIEW LANDSCAPE SERVICES INC										1,360.00	002550
3/22/18	00203	3/21/18	03212018	201803	320	57200	49400			*	312.50			
		3/31/18	EVENT BALANCE											
			CRITTER CARAVAN INC.										312.50	002551
			REDG RIVERS EDGE											
			BSANCHEZ											

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/22/18	00173	12/28/17	1	2017	12	310-51300-32400			201712 310-51300-32400	*	100.00		
				2008	11/1/17	PREPAY AMORT							
		12/28/17	1	2017	12	310-51300-32400			201712 310-51300-32400	V	100.00-		
				2008	11/1/17	PREPAY AMORT							
									DISCLOSURE SERVICES LLC			.00	002552
3/22/18	00207	2/16/18	02162018	2018	03	320-57200-49400			201803 320-57200-49400	*	325.00		
						EVENT 3/31/18			MUSIC				
									ERIC ALBISO			325.00	002553
3/22/18	00071	1/30/18	23455615	2018	01	330-57200-34510			201801 330-57200-34510	*	2,086.24		
						1/15/18-1/28/18			SECURITY				
		1/30/18	23455615	2018	01	330-57200-34510			201801 330-57200-34510	*	434.34		
						MILEAGE							
									GIDDENS SECURITY CORPORATION			2,520.58	002554
3/22/18	00117	3/15/18	03152018	2018	03	330-57200-45700			201803 330-57200-45700	*	2,400.00		
						PAINT MAIL KIOSK							
		3/15/18	03152018	2018	03	330-57200-45700			201803 330-57200-45700	*	1,600.00		
						PAINT STORAGE BUILDING							
									HUTCH-N-SONZ PAINT TEAM LLC			4,000.00	002555
3/22/18	00055	3/12/18	39503	2018	02	310-51300-31100			201802 310-51300-31100	*	174.83		
						FEB PROFESSIONAL SERVICES							
									PROSSER INC			174.83	002556
3/22/18	00173	12/28/17	1	2017	12	310-51300-32400			201712 310-51300-32400	*	100.00		
				2008	11/1/17	PREPAY AMORT							
									DISCLOSURE SERVICES LLC			100.00	002557
3/22/18	00127	2/27/18	5063	2018	03	320-57200-49400			201803 320-57200-49400	*	1,338.00		
						EVENT 3/31/18							
									PROGRESSIVE ENTERTAINMENT			1,338.00	002558
3/28/18	00142	3/20/18	5681320	2018	03	320-57200-46000			201803 320-57200-46000	*	185.00		
						IRRIGATION REPAIRS							
									BRIGHTVIEW LANDSCAPE SERVICES INC			185.00	002559
3/28/18	00142	3/20/18	5681321	2018	03	320-57200-46000			201803 320-57200-46000	*	250.00		
						IRRIGATION REPAIRS							
									BRIGHTVIEW LANDSCAPE SERVICES INC			250.00	002560
3/28/18	00142	3/26/18	5686372	2018	03	320-57200-46000			201803 320-57200-46000	*	631.00		
						IRRIGATION REPAIRS							
									BRIGHTVIEW LANDSCAPE SERVICES INC			631.00	002561

REDG RIVERS EDGE BSANCHEZ

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/28/18	00001	3/13/18	61161511	201803 310-51300-42000	MAR FEDEX POSTAGE	*	63.18	63.18	002562
FEDEX									
3/28/18	00071	3/13/18	23455869	201803 330-57200-34510	2/26/18-3/11/18 SECURITY	*	2,070.90		
		3/13/18	23455869	201803 330-57200-34510	MILEAGE	*	387.03		
GIDDENS SECURITY CORPORATION									
								2,457.93	002563
3/28/18	00003	2/01/18	180	201802 310-51300-34000	FEB MANAGEMENT FEES	*	3,750.00		
		2/01/18	180	201802 310-51300-35100	FEB INFORMATION TECH	*	208.33		
		2/01/18	180	201802 310-51300-32400	FEB DISSEMINATION FEES	*	458.33		
		2/01/18	180	201802 310-51300-51000	OFFICE SUPPLIES	*	10.00		
		2/01/18	180	201802 310-51300-42500	COPIES	*	176.25		
		2/01/18	180	201802 310-51300-41000	TELEPHONE	*	7.66		
GOVERNMENTAL MANAGEMENT SERVICES									
								4,610.57	002564
3/28/18	00154	3/09/18	C-1141	201803 330-57200-45700	SEMI-ANNUAL INSPECTION	*	245.00		
HOWARD SERVICES, INC.									
								245.00	002565
3/28/18	00163	3/21/18	30	201802 320-57200-60000	FEB FACILITY MAINTENANCE	*	665.16		
		3/21/18	30	201802 320-57200-60000	FEB MAINTENANCE SUPPLIES	*	85.41		
RIVERSIDE MANAGEMENT SERVICES INC									
								750.57	002566
3/28/18	00005	3/04/18	3011576	201803 310-51300-48000	3/7 NOTICE OF MEETING	*	71.80		
THE ST. AUGUSTINE RECORD									
								71.80	002567
3/28/18	00156	3/14/18	5179298	201803 330-57200-45900	MAR PEST CONTROL	*	175.00		
TURNER PEST CONTROL									
								175.00	002568
3/28/18	99999	3/28/18	VOID	201803 000-00000-00000	VOID CHECK	C	.00		
*****INVALID VENDOR NUMBER*****									
								.00	002569

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/28/18	99999	3/28/18	VOID	201803	000	00000	00000			C	.00		
			VOID CHECK										
									*****INVALID VENDOR NUMBER*****			.00	002570
3/28/18	99999	3/28/18	VOID	201803	000	00000	00000			C	.00		
			VOID CHECK										
									*****INVALID VENDOR NUMBER*****			.00	002571
3/28/18	00155	2/28/18	340735	201802	330	57200	51000			*	58.03		
			COFFEE CUPS										
		2/28/18	340735	201802	330	57200	51000			*	71.73		
			PAPER TOWELS/TRASH BAGS										
		2/28/18	340735	201802	320	57200	60000			*	25.52		
			FLOOR CLEANER										
		2/28/18	340735	201802	320	57200	60000			*	176.34		
			GYM WIPES										
		2/28/18	340735	201802	330	57200	51000			*	12.77		
			COMPUTER MOUSE										
		2/28/18	340735	201802	320	57200	60000			*	156.74		
			TOILET SEAT/TRASH BAGS										
		2/28/18	340735	201802	320	57200	60000			*	169.29		
			PAPER TOWELS/HANDLING FEE										
		2/28/18	340735	201802	330	57200	51000			*	564.44		
			DELL INSPIRON										
		2/28/18	340735	201802	330	57200	45200			*	1,110.00		
			MARCH POOL SERVICES										
		2/28/18	340735	201802	330	57200	45200			*	823.00		
			MARCH POOL SERVICES										
		2/28/18	340735	201802	320	57200	60000			*	3,049.10		
			SQUARE HARDWARE										
		2/28/18	340735	201802	320	57200	60000			*	159.23		
			WOOD TO HIDE BOXES IN GYM										
		2/28/18	340735	201802	320	57200	60000			*	148.80		
			DOG STATION BAGS										
		2/28/18	340735	201802	320	57200	49400			*	84.40		
			DADDY DAUGHTER DECORATION										
		2/28/18	340735	201802	320	57200	49400			*	29.82		
			DADDY DAUGHTER DECORATION										
		2/28/18	340735	201802	320	57200	49400			*	13.99		
			DADDY DAUGHTER DECORATION										
		2/28/18	340735	201802	320	57200	49400			*	5.98		
			DADDY DAUGHTER DRINKS										
		2/28/18	340735	201802	320	57200	49400			*	9.30		
			DADDY DAUGHTER DRINKS										
		2/28/18	340735	201802	320	57200	49400			*	21.95		
			DADDY DAUGHTER DRINKS										

REDG RIVERS EDGE BSANCHEZ

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/28/18		340735	201802	320-57200-49400		*	50.00		
				SPRING FLING DEP ART-Z					
2/28/18		340735	201802	320-57200-49400		*	178.51		
				ITEMS FOR MEET AND GREET					
2/28/18		340735	201802	320-57200-60000		*	155.78		
				OVEN FOR WELCOME CENTER					
2/28/18		340735	201802	320-57200-49400		*	11.51		
				DADDY DAUGHTER WAIVERS					
2/28/18		340735	201802	320-57200-49400		*	9.38		
				DADDY DAUGHTER FOOD					
2/28/18		340735	201802	330-57200-51000		*	18.63		
				TOILET PAPER					
2/28/18		340735	201802	320-57200-49400		*	39.68		
				DADDY DAUGHTER DRINKS					
2/28/18		340735	201802	320-57200-49400		*	1.07		
				DADDY DAUGHTER ITEMS					
2/28/18		340735	201802	320-57200-60000		*	40.00		
				GAS FOR TRUCK					
2/28/18		340735	201802	320-57200-60000		*	549.97		
				ICE MACHINE					
2/28/18		340735	201802	320-57200-60000		*	24.92		
				CAFE ITEMS					
2/28/18		340735	201802	320-57200-60000		*	38.03		
				GAS FOR TRUCK					
2/28/18		340735	201802	320-57200-60000		*	4.04		
				CUPS FOR GYM					
2/28/18		340735	201802	320-57200-60000		*	17.39		
				WOOD BRACKETS DOOR JAM					
2/28/18		340735	201802	330-57200-51000		*	70.00		
				CONSTANT CONTACT					
2/28/18		340735	201802	320-57200-60000		*	272.02		
				CAFE ITEMS					
2/28/18		340735	201802	320-57200-60000		*	219.15		
				CAFE ITEMS					
2/28/18		340735	201802	320-57200-60000		*	76.12		
				CAFE UPGRADES					
2/28/18		340735	201802	330-57200-51000		*	28.00		
				COFFEE FOR WELCOME CENTER					
2/28/18		340735	201802	320-57200-60000		*	21.06		
				SQUARE READERS FOR CAFE					
2/28/18		340735	201802	330-57200-51000		*	139.38		
				CAFE ITEMS					
2/28/18		340735	201802	330-57200-51000		*	99.00		
				OFFICE 365					

VESTA PROPERTY SERVICES, INC.

8,754.07 002572

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CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/05/18	00208	3/29/18	58800	201803	330	57200-45700		*	117.50		
			REAPLCE	GFCI	BY	POOL					
		3/29/18	58800	201803	330	57200-45700		*	32.10		
			MATERIALS								
										149.60	002573

4/05/18	00205	1/16/18	33559	201801	320	57200-60000		*	975.00		
			POOL LEAK	DETECT/REPAIR							
										975.00	002574

4/05/18	00070	3/08/18	03082018	201803	330	57200-41000		*	704.25		
			APR BILL	904-940-9393							
										704.25	002575

4/05/18	00142	3/28/18	5699256	201803	320	57200-46000		*	1,895.95		
			INSTL	LXD	CONTROLLER						
										1,895.95	002576

4/05/18	00142	3/29/18	5706014	201803	320	57200-46100		*	4,910.00		
			INSTL	SPRING	ANNUALS						
										4,910.00	002577

4/05/18	00142	3/29/18	5707302	201803	320	57200-46102		*	1,020.00		
			TREE	REMOVAL							
										1,020.00	002578

4/05/18	00142	4/01/18	5689914	201804	320	57200-46100		*	18,654.33		
			APR	LANDSCAPE	MAINT - OBT						
										18,654.33	002579

4/05/18	00142	4/01/18	5697849	201804	320	57200-46100		*	30,280.08		
			APR	LANDSCAPE	MAINTENANCE						
										30,280.08	002580

4/05/18	00142	4/01/18	5715071	201804	320	57200-46100		*	2,760.00		
			APR	RIVER	CLUB	MAINT					
										2,760.00	002581

4/05/18	00020	4/01/18	32692	201804	320	57200-46800		*	1,915.00		
			APR	LAKE	MAINTENANCE						
										1,915.00	002582

4/05/18	00151	3/28/18	2744	201803	320	57200-46102		*	2,650.00		
			RETENTION	POND	WASHOUTS						
										2,650.00	002583

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CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/05/18	00071	3/27/18	23455914	201803	330-57200-34510			*	2,086.24		
				3/12/18-3/25/18			SECURITY				
		3/27/18	23455914	201803	330-57200-34510			*	444.60		
							MILEAGE				
GIDDENS SECURITY CORPORATION										2,530.84	002584
4/05/18	00003	4/02/18	182	201804	310-51300-34000			*	3,750.00		
							APR MANAGEMENT FEES				
		4/02/18	182	201804	310-51300-35100			*	208.33		
							APR INFORMATION TECH				
		4/02/18	182	201804	310-51300-32400			*	458.33		
							APR DISSEMINATION FEES				
		4/02/18	182	201804	310-51300-51000			*	13.90		
							OFFICE SUPPLIES				
		4/02/18	182	201804	310-51300-42000			*	62.12		
							POSTAGE				
		4/02/18	182	201804	310-51300-42500			*	47.85		
							COPIES				
GOVERNMENTAL MANAGEMENT SERVICES										4,540.53	002585
4/05/18	00209	3/12/18	03122018	201803	330-57200-45700			*	150.00		
							KAYAK LAUNCH AREA				
		3/12/18	03122018	201803	330-57200-45700			*	350.00		
							MAIN DECK				
		3/12/18	03122018	201803	330-57200-45700			*	150.00		
							SMALL DOCK SOUTH				
MICHALS EXTERIOR CLEANING, INC										650.00	002586
4/05/18	00073	4/01/18	13129557	201804	330-57200-45210			*	1,280.13		
							APR POOL MAINTENANCE				
		4/01/18	13129557	201804	330-57200-45210			*	50.00		
							XPC SYSTEM UPGRADE				
POOLSURE										1,330.13	002587
4/05/18	00058	4/01/18	100576	201804	330-57200-34500			*	117.50		
							APR CLUBHOUSE MONITORING				
		4/01/18	100576	201804	330-57200-34500			*	27.50		
							APR FITNESS CNTR MONITOR				
		4/01/18	100576	201804	330-57200-34500			*	39.00		
							APR PARK MONITORING				
SONITROL OF NORTH CENTRAL FLORIDA										184.00	002588
4/05/18	00155	3/31/18	341377	201803	320-57200-49400			*	119.00		
							FOOD TRUCK FRIDAY				
VESTA PROPERTY SERVICES, INC.										119.00	002589
REDG RIVERS EDGE BSANCHEZ											

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/12/18	00077	4/10/18	27417	201803	320	57200	46800		MAR STORMWATER INSPECTION AEROSTARSES LLC	*	2,100.00	2,100.00	002590
4/12/18	00198	2/13/18	1622A	201804	320	57200	49400		EASTER EVENT ART-Z FACES	*	450.00	450.00	002591
4/12/18	00152	3/31/18	84036028	201803	330	57200	45700		FIRST AID KIT REFILLS CINTAS CORPORATION	*	3,472.09	3,472.09	002592
4/12/18	00103	4/01/18	14845635	201803	330	57200	50000		5G PURIFIED WATER HOT AND COLD COOLER CUPS 5G PURIFIED WATER PAPER INVOICE FEE CRYSTAL SPRINGS	*	99.95 6.99 68.89 3.00	178.83	002593
4/12/18	00173	4/06/18	3	201804	310	51300	32400		2008 5/1/18 PREPAY AMORT DISCLOSURE SERVICES LLC	*	250.00	250.00	002594
4/12/18	00054	4/04/18	18010176	201804	320	57200	46500		REMAINING BALANCE/ SIGN STEPHENS ADVERTISING INC.	*	1,990.00	1,990.00	002595
4/12/18	00174	2/12/18	656969	201802	330	57200	45700		TROUBLESHOOT FACP WAYNE AUTOMATIC FIRE SPRINKLERS, INC	*	944.98	944.98	002596
4/19/18	00142	4/11/18	5719767	201804	320	57200	46000		IRRIGATION REPAIRS BRIGHTVIEW LANDSCAPE SERVICES INC	*	375.00	375.00	002597
4/19/18	00142	4/11/18	5719769	201804	320	57200	46000		IRRIGATION REPAIRS BRIGHTVIEW LANDSCAPE SERVICES INC	*	2,005.95	2,005.95	002598
4/19/18	00001	4/10/18	61461555	201804	310	51300	42000		APR FEDEX POSTAGE FEDEX	*	45.84	45.84	002599

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CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/19/18	00055	4/11/18	39661	201803	310	51300	31100		MAR PROFESSIONAL SERVICES PROSSER INC	*	482.86	482.86	002600
4/19/18	00069	4/06/18	04062018	201803	330	57200	45400		MARCH GAS TECO PEOPLES GAS	*	27.07	27.07	002601
4/19/18	00156	2/28/18	5135043	201802	330	57200	45900		FEB PEST CONTROL TURNER PEST CONTROL	*	300.00	300.00	002602
4/26/18	00070	4/08/18	04082018	201803	330	57200	41000		MAR BILL 904-940-9393 AT&T	*	568.32	568.32	002603
4/26/18	00142	4/19/18	5726426	201804	320	57200	46100		INSTALL BAG BROWN MULCH BRIGHTVIEW LANDSCAPE SERVICES INC	*	930.00	930.00	002604
4/26/18	00151	4/12/18	2759	201804	320	57200	46102		HAUL DIRT/PUT IN WASHOUT G.G. EXCAVATION & CONSTRUCTION INC.	*	735.00	735.00	002605
4/26/18	00071	4/11/18	23456019	201804	330	57200	34510		3/26/18-4/8/18 SECURITY 4/11/18 23456019 201804 330-57200-34510 MILEAGE GIDDENS SECURITY CORPORATION	*	2,285.66	2,571.66	002606
4/26/18	00006	4/17/18	99686	201803	310	51300	31500		RVE POLICIES/UPDATE HOPPING GREEN & SAMS	*	8,526.90	8,526.90	002607
4/26/18	00127	3/16/18	5085	201803	320	57200	49400		4/27/18 EVENT PROGRESSIVE ENTERTAINMENT	*	588.00	588.00	002608
4/26/18	00074	4/16/18	68788981	201805	330	57200	45800		MAY REFUSE - PARK REPUBLIC SERVICES #687	*	381.89	381.89	002609
4/26/18	00074	4/16/18	68788984	201805	330	57200	45800		MAY REFUSE - CLUBHOUSE REPUBLIC SERVICES #687	*	381.89	381.89	002610

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CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/26/18	00074	4/16/18	68789107	201805	330	57200	45800		MAY REFUSE - RIVER CLUB	*	436.01		
									REPUBLIC SERVICES #687			436.01	002611
4/26/18	00156	3/29/18	5171924	201803	330	57200	45900		MARCH PEST CONTROL	*	300.00		
									TURNER PEST CONTROL			300.00	002612
4/26/18	99999	4/26/18	VOID	201804	000	00000	00000		VOID CHECK	C	.00		
									*****INVALID VENDOR NUMBER*****			.00	002613
4/26/18	99999	4/26/18	VOID	201804	000	00000	00000		VOID CHECK	C	.00		
									*****INVALID VENDOR NUMBER*****			.00	002614
4/26/18	99999	4/26/18	VOID	201804	000	00000	00000		VOID CHECK	C	.00		
									*****INVALID VENDOR NUMBER*****			.00	002615
4/26/18	99999	4/26/18	VOID	201804	000	00000	00000		VOID CHECK	C	.00		
									*****INVALID VENDOR NUMBER*****			.00	002616
4/26/18	00155	3/31/18	341861	201803	330	57200	51000		CONSTANT CONTACT	*	70.00		
		3/31/18	341861	201803	330	57200	45700		WET FLOOR SIGN	*	15.66		
		3/31/18	341861	201803	330	57200	45700		DISINFECTANT SPRAY	*	21.08		
		3/31/18	341861	201803	330	57200	45700		TOILET PAPER/COMP MOUSE	*	97.94		
		3/31/18	341861	201803	330	57200	45700		GYM WIPES	*	301.16		
		3/31/18	341861	201803	330	57200	45700		MULTIFOLD TOWELS	*	35.13		
		3/31/18	341861	201803	330	57200	45700		MR.CLEAN/CAN LINERS	*	52.25		
		3/31/18	341861	201803	330	57200	45700		WASTE BASKET	*	85.11		
		3/31/18	341861	201803	330	57200	45700		CAN LINERS	*	101.58		
		3/31/18	341861	201803	330	57200	45700		3PK SPRAY BOTTLE/PINE SOL	*	228.21		
		3/31/18	341861	201803	330	57200	45700		RECEPTACLE WITH TRAY	*	473.49		

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CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
3/31/18		341861	201803 320-57200-49400	DESSERTS RC UNVEILING	*	86.08	
3/31/18		341861	201803 330-57200-45700	FLAGS KAYAK LAUNCH	*	225.78-	
3/31/18		341861	201803 330-57200-45700	HARDWARE TO FIX DOOR	*	4.16	
3/31/18		341861	201803 330-57200-51000	OFFICE SUPPLIES	*	4.26	
3/31/18		341861	201803 330-57200-45700	DRILL BIT	*	4.92	
3/31/18		341861	201803 330-57200-45700	VACUUM BREAKER	*	6.94	
3/31/18		341861	201803 330-57200-51000	OFFICE SUPPLIES	*	7.46	
3/31/18		341861	201803 330-57200-45700	HARDWARE TO FIX DOOR	*	7.52	
3/31/18		341861	201803 330-57200-45700	GAS FOR TRUCK	*	12.10	
3/31/18		341861	201803 330-57200-51000	OFFICE SUPPLIES	*	12.18	
3/31/18		341861	201803 330-57200-45700	DISH DRAIN RACK	*	14.87	
3/31/18		341861	201803 330-57200-51000	SAFE STAFF CERTIFICATION	*	14.95	
3/31/18		341861	201803 330-57200-45700	MICROFIBER TOWELS	*	15.98	
3/31/18		341861	201803 320-57200-49400	ICE FOR RC SOFT OPEN	*	17.07	
3/31/18		341861	201803 320-57200-49400	SPRING FLING ITEMS	*	21.40	
3/31/18		341861	201803 330-57200-51000	OFFICE SUPPLIES	*	24.40	
3/31/18		341861	201803 330-57200-45700	SILICONE SPRAY	*	29.77	
3/31/18		341861	201803 330-57200-45700	TIES FOR TENNIS COURT	*	29.80	
3/31/18		341861	201803 320-57200-49400	WATER FOR PREVIEW PARTY	*	30.41	
3/31/18		341861	201803 320-57200-49400	SPRING FLING ITEMS	*	31.84	
3/31/18		341861	201803 330-57200-45700	SUN GLOW SHUFFLE BOARD	*	32.99	
3/31/18		341861	201803 330-57200-45700	CLEANING ITEMS	*	39.80	
3/31/18		341861	201803 330-57200-51000	MUSIC FOR RIVERHOUSE	*	41.62	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
3/31/18		341861	201803 320-57200-49400	SPRING FLING ITEMS	*	42.76	
3/31/18		341861	201803 330-57200-45700	GAS FOR TRUCK	*	46.02	
3/31/18		341861	201803 330-57200-45700	POOL TEST KIT	*	46.95	
3/31/18		341861	201803 320-57200-49400	SPRING FLING ITEMS	*	57.06	
3/31/18		341861	201803 330-57200-45700	DOG STATION BAGS	*	65.12	
3/31/18		341861	201803 330-57200-45700	GAS FOR TRUCKS	*	68.80	
3/31/18		341861	201803 330-57200-51000	EMAIL BLAST	*	70.00	
3/31/18		341861	201803 330-57200-45700	GAS FOR TRUCK	*	70.64	
3/31/18		341861	201803 330-57200-45700	COPIES OF KEY/KEY BOX	*	72.05	
3/31/18		341861	201803 330-57200-51000	INK FOR PRINTER	*	77.03	
3/31/18		341861	201803 330-57200-45700	COPY KEYS / KEY BOX	*	85.99	
3/31/18		341861	201803 330-57200-45700	SHOP VAC	*	111.68	
3/31/18		341861	201803 330-57200-45700	CLEANING SUPPLIES	*	117.10	
3/31/18		341861	201803 320-57200-49400	NAME TAGS FOR SOFT OPEN	*	180.96	
3/31/18		341861	201803 330-57200-45700	DOG STATION BAGS	*	186.26	
3/31/18		341861	201803 330-57200-45700	BACK PACK BLOWER	*	196.39	
3/31/18		341861	201803 330-57200-45700	DOG STATION BAGS	*	220.78	
3/31/18		341861	201803 320-57200-49400	NAME TAGS SOFT OPENING	*	220.95	
3/31/18		341861	201803 320-57200-49400	WATER/WINE PREVIEW PARTY	*	237.50	
3/31/18		341861	201803 330-57200-45700	FLAGS FOR KAYAK LAUNCH	*	242.88	
3/31/18		341861	201803 320-57200-49400	SPRING FLING ITEMS	*	278.64	
3/31/18		341861	201803 320-57200-49400	WINE FOR PREVIEW PARTY	*	278.67	
3/31/18		341861	201803 320-57200-49400	DECORATIONS PREVIEW PARTY	*	820.38	

VESTA PROPERTY SERVICES, INC.

5,540.96 002617

REDG RIVERS EDGE BSANCHEZ

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
4/26/18	00174	4/17/18 668643	201804 330-57200-45700	CONNECT DMARC TO PANEL	*	319.00	
							319.00 002618

						TOTAL FOR BANK A	237,441.28
						TOTAL FOR REGISTER	237,441.28