

Rivers Edge II
Community Development District

March 17, 2021

Rivers Edge II

Community Development District

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

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

March 11, 2021

Board of Supervisors
Rivers Edge II
Community Development District

Dear Board Members:

The Rivers Edge II Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, March 17, 2021 at 10:00 a.m.** at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida. Following is the agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Financing Matters
 - A. Consideration of Supplemental Engineer's Report
 - B. Consideration of Preliminary Assessment Methodology Report
 - C. Consideration of Delegation Resolution No. 2021-04
 1. Supplemental Indenture
 2. Preliminary Limited Offering Memorandum
 3. Bond Purchase Agreement
 4. Continuing Disclosure Agreement
- IV. Minutes
 - A. Approval of the Minutes of the February 17, 2021 Meeting
 - B. Acceptance of the Minutes of the February 17, 2021 Audit Committee Meeting
- V. Update on SR13 Roundabout Construction and Joint Use / Maintenance Agreement
- VI. Consideration of Grass Carp Stocking Agreement
- VII. Consideration of Proposal from VerdeGo for Longleaf Pine Landscaping Services
- VIII. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager – Discussion Regarding Conversion to Electronic Packets and Devices
 - D. General Manager – Report
 - E. Landscape Report – Report
- IX. Other Business
- X. Financial Reports
 - A. Balance Sheet and Income Statement
 - B. Approval of Check Register
 - C. Consideration of Funding Request No. 28

- XI. Supervisors' Requests and Audience Comments
- XII. Next Scheduled Meetings – April 21, 2021 at 10:00 a.m. at the RiverTown Amenity Center
(Board of Supervisors Meeting and Audit Committee Meeting)
- XIII. Adjournment

The third order of business is financing matters. Enclosed for your review and approval are the supplemental engineer's report, preliminary assessment methodology report, and delegated award resolution 2021-04 along with each of its exhibits.

Enclosed under the fourth order of business are copies of the minutes of the February 17, 2021 Board of Supervisors and Audit Committee meetings for your review and approval.

The fifth order of business is update on SR13 roundabout construction and joint use / maintenance agreement. Enclosed for your review is a draft form of an interlocal maintenance agreement with FDOT, as well as a resolution approving the agreement in substantial form.

The sixth order of business is consideration of grass carp stocking agreement. A copy of the agreement is enclosed for your review.

The seventh order of business is consideration of proposal from VerdeGo for Longleaf Pine landscaping services. Copies of the cost share requests and proposal are enclosed for your review and approval.

Enclosed under the tenth order of business are copies of the financial reports, check register, and funding request number 28 for your review and approval.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850.

Sincerely,

James Perry

James Perry

District Manager
Rivers Edge II Community
Development District

AGENDA

Rivers Edge II

Community Development District

Agenda

Wednesday
March 17, 2021
10:00 a.m.

RiverTown Amenity Center
156 Landing Street
St. Johns, Florida 32259
Call In #: 1-888-394-8197
Passcode: 642203
Website: www.riversedge2cdd.com

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- C. District Manager – Discussion Regarding Conversion to Electronic Packets and Devices
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IX. Other Business

X. Financial Reports

- A. Balance Sheet and Income Statement
- B. Approval of Check Register
- C. Consideration of Funding Request No. 28

XI. Supervisors' Requests and Audience Comments

XII. Next Scheduled Meetings – April 21, 2021 at 10:00 a.m. at the RiverTown Amenity Center (Board of Supervisors Meeting and Audit Committee Meeting)

XIII. Adjournment

THIRD ORDER OF BUSINESS

A.

**RIVERS EDGE II
COMMUNITY DEVELOPMENT DISTRICT
ENGINEER'S REPORT
SERIES 2021 BONDS**

Prepared for:

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

Prepared by:

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

TABLE OF CONTENTS

	<u>Page #</u>
Introduction	2
Purpose & Scope of Improvements	2
Land Use	4
Status of Construction	4
Ownership & Maintenance	5
Basis for the Cost Opinion	5
Table 1	6
Exhibit 1 – Vicinity Map	7
Exhibit 2 – Master Development Plan – RiverTown	8
Exhibit 3 – RE II CDD Master Plan	9
Exhibit 4 – RE II CDD District Boundary	10

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 1**.

The Development is an approved Development of Regional Impact (**DRI**), 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. 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 2** to this report.

In March 2014, Mattamy RiverTown, LLC, a Delaware limited liability company, purchased from the St. Joe Company, the original developer of RiverTown, 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 Rivers Edge II Community Development District

The Development currently includes three community development districts, Rivers Edge Community Development District (“**Rivers Edge**”), established by Rule 42FFFF-1, Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission in 2006, as subsequently amended; Rivers Edge III, established by Ordinance No. 2020-7, enacted by the Board of County Commissioners of St. Johns County, Florida, on March 3, 2020, and effective on March 5, 2020; and Rivers Edge II Community Development District (“**Rivers Edge II**” or “**District 2**”), established by Ordinance No. 2018-26, of the Board of County Commissioners in and for St. Johns County on June 19, 2018, and effective June 22, 2018. The District 2 boundary was amended in November of 2019, which increased the size from 886.90 acres to 983.88 acres. The change added parcels for residential development included in the RiverTown DRI into District 2. For more information regarding Rivers Edge II, please review the Rivers Edge II website at www.riversedge2cdd.com, contact the professionals listed thereon or see **Exhibits 3** and **4** attached showing the District 2 boundary.

PURPOSE AND SCOPE OF IMPROVEMENTS

Rivers Edge II was established for the purpose of financing, acquiring, constructing, maintaining and operating all or a portion of the infrastructure necessary for community development within and without District 2. All of these proposed improvements are presently contemplated in the approved RiverTown DRI.

What follows is a description of the infrastructure improvements that comprise District 2’s 2021 planned bond issuance (together, the improvements set forth herein are called the “**2021 Project**”). All of the planned improvements are considered “master” infrastructure improvements in that the improvements are necessary for functional development of the parcels within District 2 and specially benefit developable acreage within the District 2 boundary. The assessment areas are shown on Exhibit 2.

Master Drainage Improvements

The master drainage improvements for District 2 will be financed, designed and constructed by District 2 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 for the master infrastructure improvements as detailed in this Report. The District 2-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 District 2 currently drain through onsite wetlands into the St. Johns River. As parcels within District 2 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 District 2 (Parcels 16, 17, 19-1, 47 and Watersong). Conceptual master drainage improvements are shown on **Exhibit 3**.

Master Recreation

Neighborhood Pocket Parks

The District 2 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 District 2, 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 5 neighborhood pocket parks within District 2 (parcels 16, 17, 19-1, and 47). Work is expected to include hardscape (pavers, benches, shade pavilions, play features, etc.), the landscape and irrigation improvements to serve the community within this improvement category, and related improvements. These neighborhood parks are part of the master recreation components and the parks provide a special benefit to all residents in District 2 as master recreational amenities. No recreational improvements within Watersong, which is a privately gated portion of the Development, are included in this category.

Master Landscaping

This category represents all work related to the community entry and landscaping along Longleaf Pine Parkway. All work related to the entry sequence is included within this description.

LAND USE

The Master Developer is moving forward with significant improvements within District 2. 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 RiverClub Amenity	20	
2020 Project Residential	200	460
2021 Project Residential	209	649
Future Project Residential	365	325
Recreation	16	
Other (Open Space/Drainage/Conservation)	174	
Total Units	984	1,434

STATUS OF CONSTRUCTION

As further detailed in Table 1, the master capital improvement program for the District (the "CIP") is estimated to cost approximately \$32.5 million. The CIP is broken out into three (3) components: i.) the Series 2020 Project totaling \$11.0 million and including the construction of Keystone Corners Boulevard (which was not funded with any proceeds of the Series 2020 Bonds) and the RiverClub Clubhouse, ii.) the Series 2021 Project totaling approximately \$4.4 million and consisting of master drainage infrastructure improvements for Parcels 16, 17, 19 (Phase 1) and WaterSong within the District, certain neighborhood pocket parks within Parcels 16, 17, 19-1, and 47, and landscaping along Longleaf Pine Parkway, and iii.) the cost to complete the remainder of the CIP. The District previously issued its \$7,165,000 Capital Improvement Revenue Bonds, Series 2020 (the "Series 2020 Bonds") to acquire a portion of the Series 2020 Project in the approximate amount of \$6.4 million.

Proceeds of the Series 2021 Bonds will be used to acquire the remaining portion of the Series 2020 Project (Keystone Corners Boulevard, which is nearing completion) in the estimated amount of \$4.5 million and acquire and/or construct a portion of the Series 2021 Project (collectively, the "Project").

The following table outlines the current status of the components of the 2021 Project underway and planned within the District 2:

Rivers Edge CDD II Construction Project Status & Permit Approvals 2021 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
Master Drainage	20%	N/A	X	X	X	N/A
Neighborhood Parks	10%	N/A	0	0	N/A	N/A
CR 244 Landscape	80%	N/A	N/A	X	N/A	N/A

X- Permit Issued

N/A – Not applicable

0 - Not submitted

* - Represents portion of 2021 Project described above already constructed

OWNERSHIP & MAINTENANCE

The following is a brief summary of the anticipated operation and maintenance responsibilities for 2021 Project.

Improvement Projects	Ownership	Maintenance Responsibility
Master Drainage and Stormwater	CDD	CDD
Neighborhood Parks	CDD	CDD
CR 244 (Landscaping)	St Johns Co	CDD
Keystone Corners*	St Johns Co	St Johns Co (except landscaping)

* Previously part of the 2020 Project but was not funded with 2020 Bonds due to insufficient amount of construction proceeds. Accordingly, this improvement is part of the 2021 Project costs.

BASIS FOR THE COST OPINION

The improvements contemplated in this 2021 Report are currently under construction or constructed. Prosser prepared opinions of probable costs based on the intent and status of each element as defined at its current level of construction. Opinions of cost are based on our experience with similar projects, current actual construction costs, 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% to the extent not already known.
- Construction administration expenses.

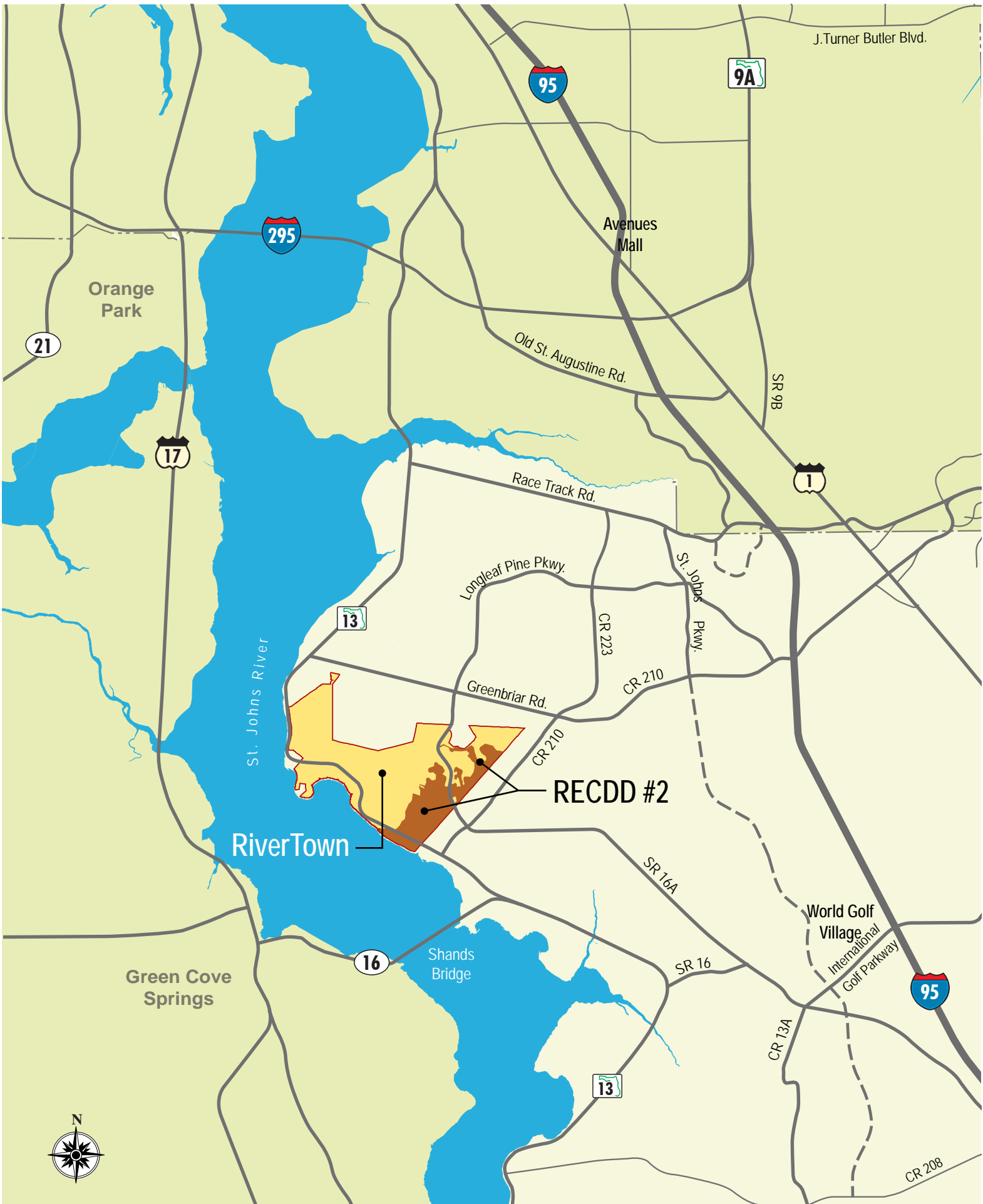
The exact location of some of the improvements may be changed during the course of approval and implementation. These changes will not diminish or alter the benefits to be received by the land, and any changes are expected to result in the land receiving the same or greater benefits.

This 2021 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 I
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF COST OPINIONS
May 2021 Series

Improvement Plan Category	Improvement Plan Opinion of Costs (\$)	2020 Bond Issuance	2020 Bond Issuance Notes	2021 Bond Issuance	2021 Bond Issuance Notes	Future Bond Issuance	Future Bond Issuance Notes
Master Drainage & Stormwater Management	\$3,770,358	\$0		\$2,244,902	-Parcel Watersong, 16, 17, & 19 PH1	\$1,525,456	-Parcels 19 PH2 & 48
Master Transportation	\$14,315,654	\$3,965,654	-Keystone Corners	\$0		\$10,350,000	-CR 223
Master Landscape	\$1,150,000	\$0		\$1,150,000	-Longleaf Pine	\$0	
Master Recreation	\$13,311,250	\$7,000,000	-RiverClub	\$1,049,375	-Parcels 16, 17 & 19 PH1	\$5,261,875	-Future Amenity, -Phase 2 RiverClub, -Parks Parcels 19 PH2 & 48
Total RECDD II Master Improvement Opinion	\$32,547,262.11	\$10,965,654.00		\$4,444,276.97		\$17,137,331.13	

*Includes construction, design fees and 15% contingency



RIVERTOWN

Master Development Plan Rivers Edge II 2021 Series Bond

LEGEND

- CDD Boundary
- SJC Road
- Watersong HOA Road
- CDD Road
- Rivers Edge CDD
- Rivers Edge II CDD
- Rivers Edge III CDD
- School Site
- Rivers Edge II 2021 Series Bond

RT Fields

Popo Point

Hallowes Cove

St. Johns River

River House

River Club

← RiverTown Boundary

Bartram Trail High School



PROSSER

0 500' 1000' 2000' March 8, 2021 113094.70

Exhibit 2

RIVERTOWN

mattamyHOMES

RE II CDD MASTER PLAN

LEGEND

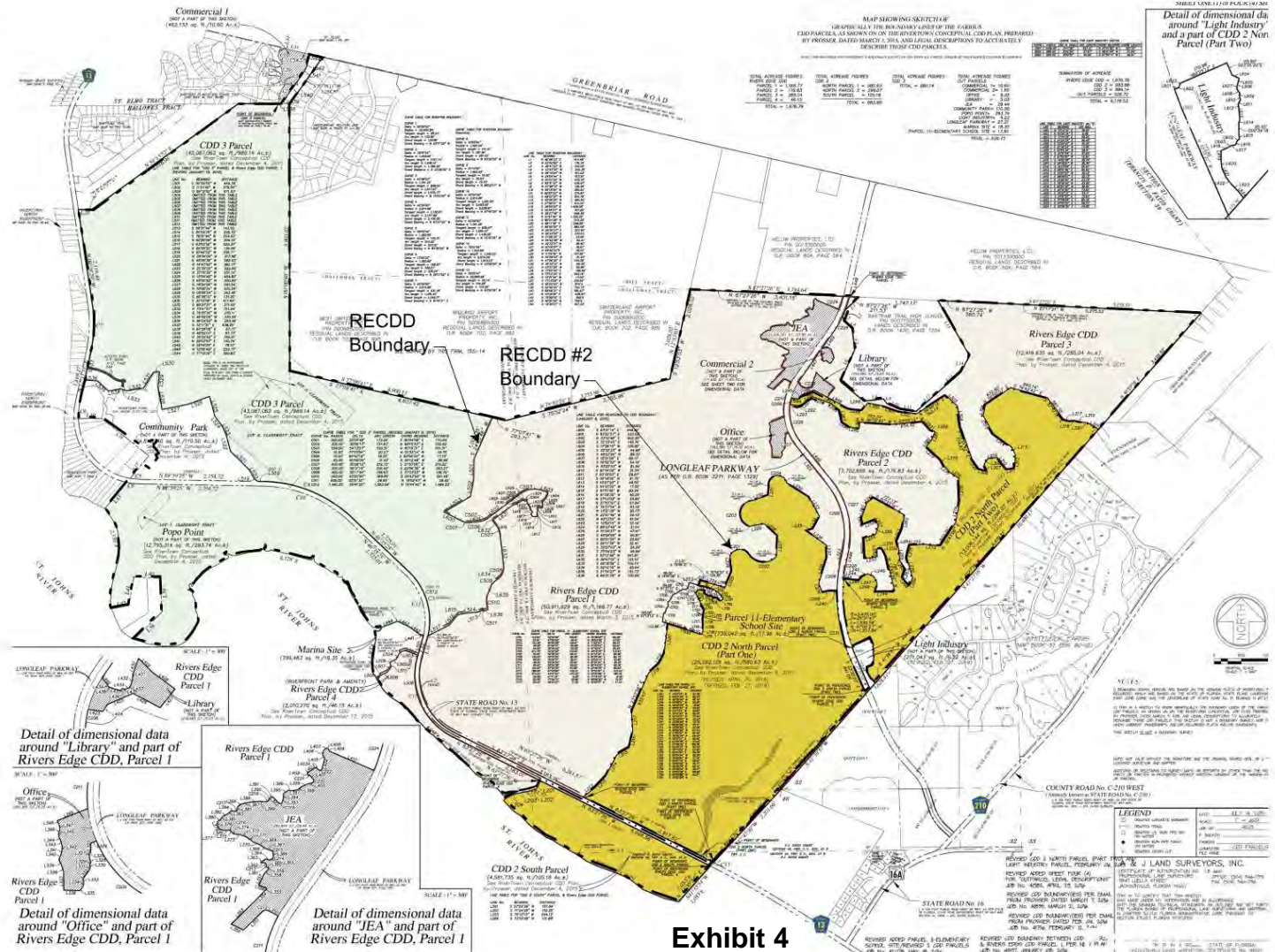
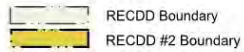
- RECDD Boundary
- RECDD #2 Boundary
- Stormwater Discharge
- Water
- Sewer
- Reuse Water



RIVERTOWN

RECDD #2 Boundary

LEGEND



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

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

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

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



Exhibit 4

B.

DRAFT

**Rivers Edge II Community
Development District**

**Preliminary Supplemental Special Assessment Methodology
Report for the Series 2021 Capital Improvement Revenue
Bonds**

March 17, 2021

Prepared by

Governmental Management Services, LLC

Table of Contents

1.0	Introduction	
1.1	Executive Summary	3
1.2	Special Benefits and General Benefits	4
1.3	Requirements of a Valid Assessment Methodology	4
2.0	The Series 2021 Capital Improvement Revenue Bonds	
2.1	Development Plan Overview	6
2.2	Bond Description	6
3.0	Assessment Allocation	
3.1	Structure	6
3.2	Assessment Allocation	7
4.0	True Up Mechanism	8
5.0	Final Assessment Rolls	8
6.0	Additional Stipulations.	8
7.0	Appendix	
	Table 1 Development Program	9
	Table 2 Series 2021 Capital Improvement Revenue Bonds	10
	Table 3 Par Debt and Debt Service Assessments Series 2021 Capital Improvement Revenue Bonds	11
	Table 4 Assessment Roll Series 2021 Special Assessment Capital Improvement Revenue Bonds	12
	Table 5 Assessment Roll	13

Exhibit A Assessment Area - Legal description

1.0 Introduction

1.1 Executive Summary

1.1.1 The District

Rivers Edge II Community Development District (the "District"), a local unit of special-purpose government, was established by St. Johns County, Florida on June 19, 2018. The District boundaries were amended in November of 2019, which increased the size of the District from 886.90 to approximately 984 acres. The District lands are located within the unincorporated area of St. Johns County, Florida, and the District was established for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of master infrastructure necessary for development to occur within the District.

The residential development planned within the District is a master planned, highly amenitized, residential community. The currently planned development will include 1,070 single family and 364 townhouse residential units.

1.1.2 Assessment Area

The District recently issued its \$7,165,000 Capital Revenue Bonds, Series 2020 ("Series 2020 Bonds"). The Series 2020 Bonds were initially levied on an equal per acre basis on all of the District lands consisting of 984 acres. Based upon the anticipated order of development, lot sales/land sales and the sizing of the Series 2020 Bonds, the Series 2020 Assessments are anticipated to be fully allocated within Phase 1, Subphase 2A and a portion of the Subphase 2B lots within Watersong and Parcels 16-1, 17-1, 17-2 and 47-1 planned for an aggregate of 460 residential lots on a first platted first assigned basis. The table below illustrates the planned number of units to which the Series 2020 Assessments are anticipated to be allocated.

Parcel	# Units
Parcel 16 (Phase 1)	32
Parcel 17 (Phase 1)	40
Parcel 17 (Phase 2)	42
WaterSong Phase 1	133
WaterSong Phase 2A	85
WaterSong Phase 2B	22
Parcel 47 (Phase 1)	106
Total	460

Prior to platting, the Series 2021 Assessments (hereinafter defined) will be levied on all unsold and unplatted lands consisting of 837.02 acres within the District on an equal acreage basis based on the legal description on Exhibit A (the "Series 2021 Assessment Area"). As lands are sold or developed and platted, the Series 2021 Assessments will be allocated on a per unit basis to those parcels that are platted based upon the front footage of each lot in accordance with **Table 1**; provided that such assignment will only occur after the full assignment of the full principal amount of the Series 2020 Assessments to platted lots, which is expected to occur upon platting of the 460 units within the District as set forth above.

Based upon the anticipated order of development, lot sales/land sales and the sizing of the Series 2021 Bonds, it is anticipated that the Series 2021 Bonds will ultimately be secured by the Series 2021 Assessments levied against the remaining lots planned within Subphase 2B in addition to Phases 3 and 4 within Watersong and Parcels 47-2 and 19-1 within the District planned in aggregate for 649 residential lots. The table below illustrates the planned number of units to which the Series 2021 Assessments are anticipated to be allocated.

Parcel	# Units
Parcel 47 (Phase 2)	108
Parcel 19 (Phase 1)	100
WaterSong Phase 2B	48
WaterSong Phase 3A	111
WaterSong Phase 3B	114
WaterSong Phase 4A	86
WaterSong Phase 4B	82
Total	649

The debt incurred by the District to fund the Improvements is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the land within the District, based on each of the equivalent residential unit ("ERU") categories. For the purpose of determining the special benefit accruing to the lands within the District, the proposed improvement costs have been allocated based on each lot's ERU factor.

1.2 Special Benefits and General Benefits

Improvements undertaken by the District as described in the Rivers Edge II Community Development District Master Improvement Plan Report, dated October 9, 2019 ("CIP") create special and peculiar benefits, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

As contained in the Rivers Edge II Community Development District's Engineers Report Series 2021 Bonds, dated March 8, 2021 ("2021 Engineers Report"), the District Engineer has broken out costs into three (3) components: i.) the Series 2020 Project totaling \$11.0 million, ii.) the Series 2021 Project totaling approximately \$4.4 million, and iii.) the cost to complete the remainder of the CIP. Because the CIP is a system of improvements, the additional improvements increase the overall benefit to all developable lands within the District, including the Series 2021 Assessment Area.

The District previously issued its 2020 Bonds to acquire a portion of the Series 2020 Project in the approximate amount of \$6.4 million. Proceeds of the Series 2021 Bonds will be used to acquire the remaining portion of the Series 2020 Project not funded by the District, in the estimated amount of \$4.5 million, and acquire and/or construct a portion of the Series 2021 Project in the approximate amount of \$4.2 million. As described in the Supplemental Special Assessment Methodology Report for the Series 2020 Capital Improvement Revenue Bonds- Final Numbers, dated May 8, 2020, the Series 2020 Project benefits all developable lands within the District.

1.3 Requirements of a Valid Assessment Methodology

Special assessments under Florida law, to be valid, must meet two requirements. The first requirement is that the properties assessed must receive a special benefit from the improvements paid for by the assessments. The second requirement is that the assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessment methodologies that meet these two characteristics of special assessments.

2.0 The Series 2021 Capital Improvement Revenue Bonds

2.1 Development Plan - Overview

The developer of the property within the District has defined the proposed lot sizes for the property. The land uses are described in Table 1 (Appendix) ("Development Plan") associated with the Series 2021 Bonds. The Development Plan may change dependent upon future market conditions. The assessments securing the Series 2021 Bonds will ultimately be levied on the lands planned to be developed into 649 residential lots within a portion of Subphase 2B in addition to Phases 3 and 4 within Watersong and Parcels 47-2 and 19-1 within the District consisting of a total of 837.02 acres within the District and are hereinafter referred to as the "Series 2021 Assessments".

2.2 Bond Description

The District intends to issue its Capital Improvement Revenue Bonds, Series 2021 (the "Series 2021 Bonds"). The Series 2021 Bonds will be issued with a thirty-year term. The Series 2021 Bonds have a par amount of \$9,550,000 with an average projected coupon interest rate of 4.00 %. See bond terms on **Table 2**.

3.0 Assessment Allocation

3.1 Structure

The Series 2020 Project costs were estimated to cost \$10,965,654. The Series 2021 Project costs are estimated at \$4,444,276. The District previously issued its Series 2020 Bonds to acquire a portion of the Series 2020 Project in the approximate amount of \$6,435,496. The Series 2021 Bonds will provide construction funds in the amount of \$8,685,049 to fund the remaining portion of the Series 2020 Project not previously financed by the District in the approximate amount of \$4,530,159 while the balance of approximately \$4,154,891 will fund a portion of the Series 2021 Project (collectively the "Series 2021 Financed Project"). The debt required to finance the Series 2021 Financed Project will be allocated to the 837.02 acres within the 2021 Assessment Area consistent with the Revised Master Special Assessment Methodology Report dated October 9, 2019.

3.2 Assessment Allocation

Based upon the CIP, the District's assessment consultant and underwriter determined the amount of bonds required to fund a portion of the infrastructure costs necessary for development within the District.

The CIP consists of transportation/roadway improvements, stormwater and drainage improvements, landscape improvements, community recreational improvements and recreational property acquisition. The Series 2021 Bonds are being issued to fund a portion of the Series 2020 Project that was unfunded with the District's Series 2020 Bonds and a portion of the Series 2021 Project, each of which make up a portion of the CIP.

Assessments securing the Series 2021 Bonds are initially levied on the undeveloped acreage consisting of 837.02 acres within the District. As land is developed and platted, the Series 2021 Assessments will be allocated on a first platted basis to developed and platted lots with an identifiable folio number following the assignment of the full principal amount of the Series 2020 Assessments to platted lots which is expected to occur upon the platting of the 460th unit. The Series 2021 Bonds are expected to be allocated to, and fully absorbed by, 519 single family lots and 130 townhomes. See **Table 3** for the anticipated allocations.

The Developer prior to platting may sell properties within the District that contain various development units. At the time of such sale, debt and assessments will be assigned to the parcel based on the maximum number and type of development units allocated by the Developer to that parcel, subject to review by the District's methodology consultant to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Report. The owner of the parcel will be responsible for the total assessments assigned to the parcel at the time of the sale, regardless of the total number of development units ultimately platted and such lands may be subject to a true-up if the actual development units are less than the assigned units.

4.0 True – Up Mechanism

In order to ensure that the District's debt will not build up on undeveloped and unplatted acres, and to ensure that the requirements for the non-ad valorem assessments to be constitutionally lienable on the property will continue to be met, the District shall implement the true-up mechanism set forth in this section.

To assure that there will always be sufficient development potential in the undivided property to assure payment of debt service after plat approval, the par debt per acre remaining on the unplatted or unassigned land within the District will never allowed to increase above its maximum per-acre level identified herein.

The Series 2021 Bonds are estimated to be issued at a par amount of \$9,550,000, which will be secured by the Series 2021 Assessments initially levied on 737.02 acres in the District but are expected to be allocated to the planned 519 single family units and 130 townhomes as described in **Table 1**. The maximum debt per acre is, therefore, \$12,958 for the Series 2021 Bonds. Therefore, at the time of platting, if only a portion of the District lands are platted, then the remaining unplatted developable acres within the District cannot exceed a per acre debt of \$12,958. If the remaining developable acres have debt in excess of \$12,958 per acre, a true-up payment will be due upon platting approval. If the entire parcel is platted and the assignment of debt to the platted lots is not sufficient to absorb the total debt, a true-up payment will be due upon platting approval.

5.0 Final Assessment Roll

A final assessment roll at **Table 5** reflecting the allocation of Series 2021 Assessments securing repayment of the Series 2021 Bonds is attached hereto showing the undeveloped acreage within the District. The Series 2021 Bonds is anticipated to ultimately be secured by the Series 2021 Assessments levied on the lands to be developed into the anticipated 519 single family lots and 130 townhomes.

6.0 Additional Stipulations

Certain financing, development, and engineering data was provided by members of District staff and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Governmental Management

Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the Series 2021 Bonds, please refer to the Master Trust Indenture, dated May 1, 2020, and the Second Supplemental Trust Indenture, dated March 17, 2021.

<p align="center">Table 1 Rivers Edge II Community Development District Development Program Series 2021 Bonds</p>
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<u>Land Use</u>	<u>2021 Units</u>	<u>ERU / lot</u>	<u>TOTAL ERU's</u>
Product Type			
Townhomes	130	0.62	81
30'-39' lot	94	0.58	55
40'-49' lot	215	0.75	161
50'-59' lot	210	0.92	193
60'-69' lot	0	1	0
70'-79' lot	0	1.25	0
80'+ lot	0	1.42	0
Sub Total	<u>649</u>		<u>490</u>

Prepared By: Governmental Management Services, LLC

<p align="center">Table 2</p> <p align="center">Rivers Edge II Community Development District</p> <p align="center">Series 2021 Bonds - Sources and Uses of Funds</p>
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Sources:

2021

Bond Proceeds - Par Amount	\$9,550,000
----------------------------	-------------

Total Sources of Funds

\$9,550,000

Uses:

Construction Funds	\$8,685,049
Debt Service Reserve Fund 1/2 MADS	\$276,117
Interest Reserve	\$222,833
Cost of Issuance	\$366,000

Total Uses of Funds

\$9,550,000

Average Coupon Interest Rate	4.00%
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Term	30 years
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CAP I period (thru 11/1/21)	7 months
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Debt Service Reserve Fund	1/2 of MADS
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Prepared By: Governmental Management Services, LLC

<p align="center">Table 3 Rivers Edge II Community Development District Par Debt and Debt Service Allocations Series 2021 Capital Improvement Revenue Bonds</p>
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Land Use						
		Par Debt per Unit	Total Par Debt	2021 Bond Net per Unit	2021 Bond Total Annual Net	2021 Bond Gross per Unit
Residential:	No. of Units	2021 Bond	2021 Bond	Annual Debt Service	Debt Service	Annual Debt Service (1)
Townhomes	130	\$12,094	\$1,572,257	\$699	\$90,917	\$744
30'-39' lot	94	\$11,314	\$1,063,517	\$654	\$61,499	\$696
40'-49' lot	215	\$14,630	\$3,145,490	\$846	\$181,890	\$900
50'-59' lot	210	\$17,946	\$3,768,736	\$1,038	\$217,930	\$1,104
60'-69' lot (2)	0	\$19,502	\$0	\$1,128	\$0	\$1,200
70'-79' lot (2)	0	\$24,377	\$0	\$1,410	\$0	\$1,500
80'+ lot (2)	0	\$27,697	\$0	\$1,602	\$0	\$1,704
Total	<u>649</u>		<u>\$9,550,000</u>		<u>\$552,235</u>	

(1) Include 4% provision for early payment discount and 2% collection costs for St Johns County.

(2) Par debt and assessments for possible changes in development plan units.

Prepared By: Governmental Management Services, LLC

Table 4
Rivers Edge II Community Development District
Assessment Roll Series 2021 Capital Improvement Revenue Bonds

Annual Assessments							
<u>Account #</u>	<u>Product Type</u>	<u>Asmnt Units</u>	<u>2021 Gross Asmnt Per Unit (1)</u>	<u>2021 Net Asmnt Per Unit</u>	<u>2021 Total Net Assessments</u>	<u>2021 Bond Debt Per Unit</u>	<u>Total 2021 Bond Debt</u>
(2)	Townhomes	130	\$744	\$699	\$90,917	\$12,094	\$1,572,257
	30'-39' lot	94	\$696	\$654	\$61,499	\$11,314	\$1,063,517
	40'-49' lot	215	\$900	\$846	\$181,890	\$14,630	\$3,145,490
	50'-59' lot	210	\$1,104	\$1,038	\$217,930	\$17,946	\$3,768,736
	60'-69' lot (3)	0	\$1,200	\$1,128	\$0	\$19,502	\$0
	70'-79' lot (3)	0	\$1,500	\$1,410	\$0	\$24,377	\$0
	80'+ lot (3)	0	\$1,704	\$1,602	\$0	\$27,697	\$0
Total		<u>649</u>			<u>\$552,235</u>		<u>\$9,550,000</u>

(1) Gross assessment per unit includes 4% for early payment discount and 2% for St Johns County collection costs.

(2) See Exhibit A for legal description of lands securing the 2021 Bonds.

(3) Par debt and assessments for possible changes in development plan units.

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

CDD 2 North Parcel (Part One)

Legal Description

Revised May 19, 2016

Revised March 8, 2021

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 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°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°17'25" West, 133.89 feet;

Course No. 2: run thence, North 63°27'26" West, along last said tangency, a distance of 3,097.61; thence 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°12'30" East, a distance of 337.34 feet, to a point;

Course No. 2: run thence, North 43°00'14" East, a distance of 340.19 feet, to a point;

Course No. 3: run thence, North 27°38'47" East, a distance of 540.78 feet, to a point;

Course No. 4: run thence, North 59°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 easterly boundary of said "Parcel 11 - Elementary School Site", the following thirty-four (34) courses and distances:

Course No. 1: run thence, South 71°41'33" East, a distance of 775.63 feet, to a point;

Course No. 2: run thence, North 33°37'29" East, a distance of 62.40 feet, to a point;

Course No. 3: run thence, North 06°30'58" East, a distance of 40.31 feet, to a point;

Course No. 4: run thence, North 00°03'18" West, a distance of 68.98 feet, to a point;

Course No. 5: run thence, North 05°58'04" East, a distance of 38.17 feet, to a point;

Course No. 6: run thence, North 08°08'34" West, a distance of 93.10 feet, to a point;

Course No. 7: run thence, North 09°42'05" East, a distance of 76.71 feet, to a point;

Course No. 8: run thence, North 05°07'10" West, a distance of 43.27 feet, to a point;

Course No. 9: run thence, North 15°48'54" East, a distance of 37.19 feet, to a point;

Course No. 10: run thence, North 09°54'54" East, a distance of 82.20 feet, to a point;

Course No. 11: run thence, North 32°10'30" West, a distance of 50.58 feet, to a point;

Course No. 12: run thence, North 36°15'54" West, a distance of 72.68 feet, to a point of curvature, of a curve, leading northeasterly;

Course No. 13: run thence, northeasterly, along and around the arc of a curve, being concave easterly, and having a radius of 25.00 feet, through a central angle of 39°51'27" to the right, an arc distance of 17.39 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 16°20'11" West, 17.04 feet;

Course No. 14: run thence, North 03°35'33" East, along last said tangency, a distance of 55.29 feet, to a point;

Course No. 15: run thence, North 27°46'35" West, a distance of 159.19 feet, to a point;

Course No. 16: run thence, North 23°56'36" West, a distance of 57.05 feet, to a point;

Course No. 17: run thence, North 15°33'10" West, a distance of 49.85 feet, to a point;

Course No. 18: run thence, South 78°39'24" East, a distance of 24.49 feet, to a point;

Course No. 19: run thence, North 11°59'52" East, a distance of 50.59 feet, to a point;

Course No. 20: run thence, South 90°00'00" East, a distance of 151.53 feet, to a point;

Course No. 21: run thence, South 05°24'52" West, a distance of 67.04 feet, to a point;

Course No. 22: run thence, North 68°26'00" East, a distance of 25.11 feet, to a point;

Course No. 23: run thence, South 03°06'04" East, a distance of 17.72 feet, to a point;

Course No. 24: run thence, South 36°29'04" East, a distance of 22.83 feet, to a point;

Course No. 25: run thence, South 50°43'11" East, a distance of 72.64 feet, to a point;

Course No. 26: run thence, North 72°12'33" East, a distance of 53.45 feet, to the point of curvature, of a curve, leading southeasterly;

Course No. 27: run thence, southeasterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 25.00 feet, through a central angle of 77°36'13" to the right, an arc distance of 33.86 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 68°59'20" East, 31.33 feet;

Course No. 28: run thence, South 30°11'14" East, along last said tangency, a distance of 38.85 feet, to a point;

Course No. 29: run thence. South 88°25'01" East, a distance of 83.24 feet, to the point of a non tangential curve, leading easterly;

Course No. 30: run thence, easterly, along and around the arc of a curve, being concave southerly, and having a radius of 25.00 feet, through a central angle of 21°11'35" to the right, and arc distance of 9.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 77°16'23" East, 9.20 feet;

Course No. 31: run thence, South 66°40'36" East, along last said tangency, a distance of 8.56 feet, to a point;

Course No. 32: run thence, South 40°08'11" East, a distance of 55.96 feet, to a point;

Course No. 33: run thence South 48°32'04" East, a distance of 42.75 feet, to a point;

Course No. 34: run thence. North 54°28'40" East, a distance of 62.15 feet, run thence, North 14°57'14" East, a distance of 30.79 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, Florida; run thence, parallel with and concentric to, and 62 feet southerly of the northerly line of last said two (2) easements, 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 514.50 feet, through a central angle of $44^{\circ}41'04''$ to the left, an arc distance of 401.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $53^{\circ}35'59''$ West, 391.16 feet;

Course No. 2: run thence, North $75^{\circ}56'31''$ West, along last said tangency, a distance of 213.21 feet, to a point; thence departing from aforesaid line, run the following twenty-three (23) courses and distances:

Course No. 1: run thence, North $14^{\circ}03'30''$ East, a distance of 108.94 feet, to a point;

Course No. 2: run thence, South $74^{\circ}33'07''$ East, a distance of 562.46 feet, to a point;

Course No. 3: run thence, North $23^{\circ}01'26''$ East, a distance of 378.93 feet, to a point;

Course No. 4: run thence, North $05^{\circ}59'33''$ 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 $124^{\circ}52'14''$ 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 $85^{\circ}05'05''$ 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 $107^{\circ}24'34''$ 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 $86^{\circ}11'06''$ East, 607.19 feet;

Course No. 7: run thence, North $02^{\circ}54'47''$ East, along a non-tangent line, a distance of 451.50 feet, to a point;

Course No. 8: run thence, North $47^{\circ}44'50''$ West, a distance of 397.82 feet, to a point;

Course No. 9: run thence, South $79^{\circ}35'12''$ 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 $158^{\circ}05'24''$ 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 $08^{\circ}21'00''$ East, 579.34 feet;

Course No. 11: run thence, North $70^{\circ}01'49''$ East, along last said non-tangent line, a distance of 358.05 feet, to a point;

Course No. 12: run thence, North $05^{\circ}42'53''$ 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 $178^{\circ}06'21''$ 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 $78^{\circ}15'46''$ 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 LONGLEAF PARKWAY, run the following two (2) courses and distances:

Course No. 1: run thence southerly, 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 24°41'08" to the left, an arc distance of 1,535.96 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 11°14'46" East, 1,524.11 feet;

Course No. 2: run thence, South 23°35'20" East, along last said tangency, a distance of 841.09 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 easterly boundary of the RiverTown PUD), run the following two (2) courses and distances:

Course No. 1: run thence, South 41°44'03" West, a distance of 2,817.62 feet, to a point;

Course No. 2: run thence, South 42°47'40" West, a distance of 2,201.40 feet, to a point on the aforesaid 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), and the POINT OF BEGINNING.

The lands thus described contains 25,292,126 square feet, or 580.63 Acres, more or less, in area.

LESS AND EXCEPT the Plat of "WATERSONG AT RIVERTOWN", as shown on the plat thereof, recorded in Map Book 99, pages 1 through 21 of the Public Records of St. Johns County, Florida, aforesaid plat containing 4,767,834 square feet, or 109.45 Acres,

FURTHER LESS AND EXCEPT the plat of "HighPointe at RIVERTOWN", as shown on the plat thereof, recorded in Map Book 102, pages 19-26, of the Public Records of said St. Johns County, Florida, aforesaid plat containing 2,262,999 square feet or 51.95 Acres. HOWEVER, Tracts "C-2" and "C-3" (Conservation), as shown in this plat, are within the boundaries of the Rivers Edge CDD, and Tract "C-2" (Conservation) contains 170,470 square feet or 3.91 Acres, and Tract "C-3" (Conservation) contains 696,035 square feet, or 15.98 Acres, leaving a residual of 1,396,494 square feet or 32.06 Acres, lying within the boundaries of Rivers Edge 2 CDD.

Total acreage remaining 19,127,798 square feet, or 439.11 Acres, remaining in the Rivers Edge 2 CDD

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

CDD 2 North Parcel (Part Two)

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 or Reference, Commence at the intersection of the monumented easterly line of said 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, Florida, by instrument recorded in Official Records Book 3271, page 1329 of the Public Records of said St. Johns County, Florida, and 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 03°25'40" to the right, an arc distance of 205.51 feet, to the POINT OF BEGINNING, last said arc being subtended by a chord bearing and distance of North 21°52'30" West, 205.48 feet;

From the POINT OF BEGINNING, thus described, continue northerly, along the easterly Right of Way line of LONGLEAF PARKWAY, and continuing northerly, along and around the last said curve, having a radius of 3,435.00 feet, through a central angle of 25°46'06" to the right, an arc distance of 1,544.87 feet, to a point, last said arc being subtended by a chord bearing and distance of North 07°16'37" West, 1,531.88 feet; run thence, 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 northeasterly; run thence northeasterly, along and around the arc of a curve, having a radius of 1,135.00 feet, through a central angle of 07°12'44" to the right, an arc distance of 142.87 feet, to a point, last said arc being subtended by a chord bearing and distance of North 10°22'28" East, 142.78 feet; thence departing from aforesaid easterly Right of Way line of LONGLEAF PARKWAY, run the following thirty-three (33) courses and distances:

Course No. 1: run thence, South 82°10'28" East, a distance of 161.71 feet, to a point;

Course No. 2: run thence, North 34°51'36" East, a distance of 94.78 feet, to a point;

Course No. 3: run thence, North 66°49'00" East, a distance of 306.09 feet, to a point;

Course No. 4: run thence, South 62°26'40" East, a distance of 885.62 feet, to a point;

Course No. 5: run thence, South 84°14'30" East, a distance of 293.57 feet, to a point;

Course No. 6: run thence, North 38°21'30" East, a distance of 198.18 feet, to a point;

Course No. 7: run thence, South 78°55'42" East, a distance of 374.19 feet, to a point;

Course No. 8: run thence, South 70°08'51" East, a distance of 334.88 feet, to a point;

Course No. 9: run thence, South 82°37'22" East, a distance of 405.56 feet, to a point;

Course No. 10: run thence, North 56°48'12" East, a distance of 760.14 feet, to a point;

Course No. 11: run thence, South 46°49'47" East, a distance of 365.43 feet, to a point;

Course No. 12: run thence, South 08°21'43" East, a distance of 450.94 feet, to a point;

Course No. 13: run thence, South 19°21'42" East, a distance of 754.67 feet, to a point;

Course No. 14: run thence, South 35°33'27" East, a distance of 280.59 feet, to a point;

Course No. 15: run thence, South 77°40'11" East, a distance of 178.16 feet, to a point;

Course No. 16: run thence, North 24°47'28" West, a distance of 155.66 feet, to a point;

Course No. 17: run thence, North 33°07'50" East, a distance of 149.27 feet, to a point;

Course No. 18: run thence, North 82°41'58" East, a distance of 213.86 feet, to a point;

Course No. 19: run thence, South 38°23'17" East, a distance of 332.83 feet, to a point;

Course No. 20: run thence, North 83°17'12" East, a distance of 176.85 feet, to a point;

Course No. 21: run thence, North 03°17'30" East, a distance of 303.94 feet, to a point;

Course No. 22: run thence, North 27°42'41" West, a distance of 184.93 feet, to a point;

Course No. 23: run thence, North 53°31'56" West, a distance of 505.15 feet, to a point;

Course No. 24: run thence, North 29°20'18" West, a distance of 455.13 feet, to a point;

Course No. 25: run thence, North 12°00'41" East, a distance of 246.00 feet, to a point;

Course No. 26: run thence, North 56°00'07" East, a distance of 672.90 feet, to a point;

Course No. 27: run thence, South 74°42'42" East, a distance of 840.14 feet, to a point;

Course No. 28: run thence, South 37°10'19" East, a distance of 587.70 feet, to a point;

Course No. 29: run thence, South 71°09'39" East, a distance of 145.31 feet, to a point;

Course No. 30: run thence, North 86°27'14" East, a distance of 133.42 feet, to a point;

Course No. 31: run thence, South 75°15'23" East, a distance of 108.54 feet, to a point;

Course No. 32: run thence, South 82°55'52" East, a distance of 166.38 feet, to a point;

Course No. 33: 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 easterly line of the RiverTown PUD, the following two (2) courses and distances:

Course No. 1: run thence, South 41°27'16" West, a distance of 6,979.61 feet, to a point;

Course No. 2: run thence, South 41°39'57" West, a distance of 494.76 feet, to a point;run thence, the following twenty-one (21) courses and distances:

Course No. 1: run thence, North 41°27'22" West, a distance of 139.92 feet, to a point;

Course No. 2: run thence, North 31°03'06" West, a distance of 135.98 feet, to a point;

Course No. 3: run thence, North 01°42'41" West, a distance of 131.35 feet, to a point;

Course No. 4: run thence, North 63°55'57" East, a distance of 81.06 feet, to a point;

Course No. 5: run thence, North 78°18'57" East, a distance of 33.28 feet, to a point;

Course No. 6: run thence, North 15°38'52" East, a distance of 23.73 feet, to a point;

Course No. 7: run thence, North 45°20'17" East, a distance of 27.65 feet, to a point;

Course No. 8: run thence, North 08°06'47" West, a distance of 22.12 feet, to a point;

Course No. 9: run thence, North 58°30'40" East, a distance of 58.97 feet, to a point;

Course No. 10: run thence, North 18°46'26" West, a distance of 87.49 feet, to a point;

Course No. 11: run thence, North 14°31'19" West, a distance of 94.61 feet, to a point;

Course No. 12: run thence, North 18°31'54" East, a distance of 59.89 feet, to a point;

Course No. 13: run thence, North 24°34'07" West, a distance of 38.96 feet, to a point;

Course No. 14: run thence, North 15°36'46" West, a distance of 58.75 feet, to a point;

Course No. 15: run thence, North 13°54'08" East, a distance of 74.74 feet, to a point;

Course No. 16: run thence, North 72°36'04" West, a distance of 56.79 feet, to a point;

Course No. 17: run thence, North 23°35'20" West, a distance of 95.90 feet, to a point;

Course No. 18: run thence, South 66°25'13" West, a distance of 370.99 feet, to a point;

Course No. 19: run thence, South 17°44'18" West, a distance of 28.26 feet, to a point;

Course No. 20: run thence, South 45°28'59" West, a distance of 19.46 feet, to a point;

Course No. 21: run thence, South 29°23'32" West, a distance of 26.34 feet, to a point on the aforesaid easterly Right of Way line of LONGLEAF PARKWAY, and the POINT OF BEGINNING.

The lands thus described contains 12,977,390 square feet, or 297.91 Acres, more or less, in area.

C.

RESOLUTION NO. 2021-04

A RESOLUTION DELEGATING TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") THE AUTHORITY TO APPROVE THE SALE, ISSUANCE AND TERMS OF SALE OF RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021, AS A SINGLE SERIES OF BONDS UNDER THE MASTER TRUST INDENTURE (THE "SERIES 2021 BONDS") IN ORDER TO FINANCE THE SERIES 2021 PROJECT; ESTABLISHING THE PARAMETERS FOR THE PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES, REDEMPTION PROVISIONS AND OTHER DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE CHAIRMAN TO ACCEPT THE BOND PURCHASE AGREEMENT FOR THE SERIES 2021 BONDS; APPROVING A NEGOTIATED SALE OF THE SERIES 2021 BONDS TO THE UNDERWRITER; RATIFYING THE MASTER TRUST INDENTURE; APPROVING THE FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF BY CERTAIN OFFICERS OF THE DISTRICT; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2021 BONDS; APPROVING THE FORM OF THE SERIES 2021 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE USE OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2021 BONDS; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT RELATING TO THE SERIES 2021 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2021 BONDS; AUTHORIZING THE VICE CHAIRMAN AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIRMAN OR THE SECRETARY, AS THE CASE MAY BE; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2021 BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF THE SERIES 2021 PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Rivers Edge II Community Development District (the "Board" and the "District," respectively) has determined to proceed at this time with the sale and issuance of Rivers Edge II Community

Development District Capital Improvement Revenue Bonds, Series 2021 (the "Series 2021 Bonds") to be issued under and pursuant to a Master Trust Indenture, dated as of May 1, 2020 (the "Master Indenture"), from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture to be dated as of the first day of the first month and year in which the Series 2021 Bonds are issued thereunder (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") from the District to the Trustee, in order to finance a portion of the Costs of the Series 2021 Project;

WHEREAS, the Board has determined that given the nature of the market, the necessity for moving rapidly and the nature of the security for the Series 2021 Bonds, it is necessary and desirable for the Series 2021 Bonds to be sold by negotiated sale rather than competitive bid;

WHEREAS, the Board has received a proposal from MBS Capital Markets, LLC (the "Underwriter") for the purchase of the Series 2021 Bonds within parameters to be established by the Board and the Board has determined that authorization of the Chairman or other designated person to enter into a Bond Purchase Agreement (the "Purchase Agreement") in substantially the form attached hereto as Exhibit A for the sale of the Series 2021 Bonds to the Underwriter within the Parameters (hereinafter defined) herein set forth is in the best interests of the District for the reasons hereafter indicated; and

WHEREAS, in conjunction with the sale and issuance of the Series 2021 Bonds, it is necessary to approve the form of the Supplemental Indenture, to establish the parameters for the delegated award of the Series 2021 Bonds as set forth in Schedule I attached hereto (the "Parameters"), to authorize the Chairman to approve the use of the Preliminary Limited Offering Memorandum relating to the Series 2021 Bonds and the form of the final Limited Offering Memorandum, to approve the form of the Series 2021 Bonds and to provide for various other matters with respect to the Series 2021 Bonds and the undertaking of the Series 2021 Project.

NOW, THEREFORE, BE IT RESOLVED that:

1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

2. Award. The Purchase Agreement in the form attached hereto as Exhibit A is hereby approved in substantial form and the sale of the Series 2021 Bonds to the Underwriter upon the terms and conditions therein set forth, but within the Parameters, is hereby approved. The Chairman is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the District, with

such changes, additions, deletions and insertions as shall be approved by the official executing such Purchase Agreement, which approval shall be conclusively evidenced by the execution and delivery thereof. In the absence or unavailability of the Chairman, the Vice Chairman is authorized and directed to execute the Purchase Agreement, and in the absence or unavailability of the Vice Chairman, any other member of the Board is authorized and directed to execute the Purchase Agreement. The Purchase Agreement, when executed and delivered by the District and the Underwriter, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

3. Negotiated Sale. The Board hereby determines that a negotiated sale of the Series 2021 Bonds to the Underwriter is in the best interests of the District because the market for instruments such as the Series 2021 Bonds is limited, because of prevailing market conditions and because the delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Series 2021 Bonds.

4. Approval of Form of Supplemental Indenture; Ratification of Master Indenture; Appointment of Trustee, Paying Agent and Bond Registrar. Attached hereto as Exhibit B is the form of Supplemental Indenture, which is hereby authorized and approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Supplemental Indenture and the Chairman is hereby authorized to deliver to the Trustee the Supplemental Indenture which, when executed and delivered by the Trustee, shall constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms. The Master Indenture as executed and delivered and the appointment of U.S. Bank National Association, as Trustee, Paying Agent and Bond Registrar under the Master Indenture is hereby ratified and confirmed; and U.S. Bank National Association is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Supplemental Indenture.

5. Description of Series 2021 Bonds. The Series 2021 Bonds shall be dated as of their date of delivery and may be issued in one or more Series having such details as shall be set forth in the Purchase Agreement and as reflected in the Supplemental Indenture, but within the Parameters. The Series 2021 Bonds may be signed by the manual or facsimile signature of the Chairman and attested by the manual or facsimile signature of the Secretary. The Series 2021 Bonds shall, subject to the Parameters, be subject to redemption on the terms, at the times and prices and in the manner provided in the Purchase Agreement and in the form of Series 2021 Bonds attached to the Supplemental Indenture, which form is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution

thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest and seal the Series 2021 Bonds and the Chairman is hereby authorized to deliver to the Trustee for authentication and delivery to the Underwriter upon payment by the Underwriter of the purchase price therefor, the Series 2021 Bonds which, when authenticated and delivered by the Trustee, shall be legal, valid and binding obligations of the District, enforceable in accordance with their terms.

6. Approval of Form of Preliminary Limited Offering Memorandum and Limited Offering Memorandum; Approval of Form of Continuing Disclosure Agreement. The Chairman is hereby authorized to approve the form and content of the Preliminary Limited Offering Memorandum, which is attached hereto as Exhibit C (the "Preliminary Limited Offering Memorandum") with such changes, additions, deletions and insertions as shall be approved by the Chairman prior to its distribution and the final form of which is to be dated the date of execution and delivery of the Purchase Agreement (the "Limited Offering Memorandum") relating to the Series 2021 Bonds. The Chairman is hereby authorized to execute on behalf of the District such Limited Offering Memorandum with such changes, additions, deletions and insertions as the Chairman may approve (such approval to be conclusively evidenced by the execution of the Limited Offering Memorandum, if required), and to deliver such Limited Offering Memorandum to the Underwriter in sufficient quantities for use by the Underwriter in marketing the Series 2021 Bonds. The Chairman is hereby authorized to deem "final" the Preliminary Limited Offering Memorandum, as of its date, for the purposes and within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (except for information concerning the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings or other terms dependent upon such matters, and except for such technical and conforming changes which shall be approved by the Chairman which approval shall be evidenced by the execution thereof, if required).

The Continuing Disclosure Agreement relating to the Series 2021 Bonds in the form attached hereto as Exhibit D is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Continuing Disclosure Agreement which, when executed and delivered by the District, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

7. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2021 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the

members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Section 286.011, Florida Statutes.

8. Other Actions. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager, and any authorized designee thereof (collectively, the "District Officers"), Nabors, Giblin and Nickerson, P.A., as Bond Counsel, Hopping Green & Sams, P.A., the District's General Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2021 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, the Indenture, this Resolution, the Continuing Disclosure Agreement and the Purchase Agreement, in all cases within the Parameters.

The Vice Chairman is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

9. Deposits to Funds and Accounts. The Trustee is hereby authorized and directed to apply the proceeds of the Series 2021 Bonds in the amounts and in the manner set forth in Section 402 of the Supplemental Indenture.

10. Undertaking of the Series 2021 Project; Execution and Delivery of Other Instruments. The Board hereby authorizes the undertaking of the Series 2021 Project and authorizes and directs the District staff, including but not limited to the Consulting Engineer, to proceed with due diligence to the completion thereof in accordance with the Indenture and as described in the Limited Offering Memorandum. The Board hereby authorizes the Chairman and the Secretary to execute and deliver, receive or enter into such agreements, contracts, documents, instruments, certificates and proceedings incident thereto or necessary in order to effect the undertaking of the Series 2021 Project and the issuance, sale and delivery of the Series 2021 Bonds, including but not limited to the execution and delivery of the DTC Letter of Representation by the District Manager on behalf of the District.

11. Other Agreements. The District hereby authorizes and approves the execution and delivery by the District Officers of such completion agreements, acquisition agreements, assessment true-up agreements, collateral assignments of contract rights and other agreements and instruments, between the District and the owners or developers of lands within the District as shall be necessary or desirable in

connection with the issuance and delivery of the Series 2021 Bonds and the consummation of all transactions in connection therewith. Such agreements shall be in substantially the form presented to the Board or on file with the Secretary, or subsequently prepared and approved by District Counsel, with such changes therein as shall be approved by the District Officers executing or accepting delivery of the same, with such execution or acceptance to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein.

12. Approval of Prior Actions. All actions taken to date by the members of the Board and the District Officers, agents and consultants of the District in furtherance of the issuance of the Series 2021 Bonds are hereby approved, confirmed and ratified.

13. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

14. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

PASSED in Public Session of the Board of Supervisors of Rivers Edge II Community Development District, this 17th day of March, 2021.

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary

Chairman/Vice Chairman,
Board of Supervisors

**SCHEDULE I
PARAMETERS**

Maximum Principal Amount:	Not to Exceed \$11,000,000
Maximum Coupon Rate:	Maximum Statutory Rate
Underwriting Discount:	Maximum 2.0%
Not to Exceed Maturity Date:	May 1, 2052
Redemption Provisions:	The Series 2021 Bonds shall be subject to redemption as set forth in the form of Series 2021 Bond attached to the form of Supplemental Indenture attached hereto and shall be subject to optional redemption no later than May 1, 2033 at par.

1.

SECOND SUPPLEMENTAL TRUST INDENTURE

**RIVERS EDGE II
COMMUNITY DEVELOPMENT DISTRICT**

**TO
U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE**

Dated as of April 1, 2021

TABLE OF CONTENTS

This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of this Second Supplemental Trust Indenture.

ARTICLE I DEFINITIONS

Section 101.	Definitions.....	4
--------------	------------------	---

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2021 BONDS

Section 201.	Authorization of Series 2021 Bonds; Book-Entry Only Form	9
Section 202.	Terms.....	10
Section 203.	Dating; Interest Accrual.....	10
Section 204.	Denominations.....	11
Section 205.	Paying Agent.....	11
Section 206.	Bond Registrar.....	11
Section 207.	Conditions Precedent to Issuance of Series 2021 Bonds	11

ARTICLE III REDEMPTION OF SERIES 2021 BONDS

Section 301.	Bonds Subject to Redemption	12
--------------	-----------------------------------	----

ARTICLE IV DEPOSIT OF SERIES 2021 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401.	Establishment of Accounts.....	12
Section 402.	Use of Series 2021 Bond Proceeds	13
Section 403.	Series 2021 Acquisition and Construction Account; Series 2021 Costs of Issuance Account	13
Section 404.	Series 2021 Capitalized Interest Account	14
Section 405.	Series 2021 Reserve Account	14
Section 406.	Amortization Installments; Selection of Bonds for Redemption.....	15
Section 407.	Tax Covenants	15
Section 408.	Series 2021 Revenue Account; Application of Revenues and Investment Earnings	15

ARTICLE V CONCERNING THE TRUSTEE

Section 501.	Acceptance by Trustee.....	18
Section 502.	Limitation of Trustee's Responsibility	18
Section 503.	Trustee's Duties	18

**ARTICLE VI
ADDITIONAL BONDS**

Section 601.	No Parity Bonds; Limitation on Parity Assessments	19
--------------	---	----

**ARTICLE VII
MISCELLANEOUS**

Section 701.	Confirmation of Master Indenture	19
Section 702.	Continuing Disclosure Agreement.....	19
Section 703.	Additional Covenant Regarding Assessments	20
Section 704.	Collection of Assessments	20
Section 705.	Foreclosure of Assessment Lien.....	20
Section 706.	Owner Direction and Consent with Respect to Series 2021 Acquisition and Construction Account Upon Occurrence of Event of Default	21
Section 707.	Assignment of District's Rights Under Collateral Assignment	21
Section 708.	Enforcement of True-Up Agreement and Completion Agreement.....	21
Section 709.	Payment of Rebate Amount	22

Exhibit A – Description of Series 2020 Project and Series 2021 Project

Exhibit B – Form of Series 2021 Bonds

SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (this "Second Supplemental Indenture") is dated as of April 1, 2021, from **RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT** (the "District") to **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

WHEREAS, the District entered into a Master Trust Indenture, dated as of May 1, 2020 (the "Master Indenture" and together with this Second Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its Rivers Edge II Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution No. 2019-12, adopted by the Governing Body of the District on July 22, 2019, the District has authorized the issuance, sale and delivery of not to exceed \$41,375,000 of Bonds, to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Seventh Judicial Circuit of Florida, in and for St. Johns County on November 18, 2019, the appeal period for which expired with no appeal having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2020-01, on October 16, 2019, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Program"), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the Capital Improvement Program and the Governing Body of the District duly adopted Resolution No. 2020-03, on November 20, 2019, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

WHEREAS, pursuant to Resolution No. 2021-04, adopted by the Governing Body of the District on [March 17], 2021, the District has authorized the issuance, sale and delivery of, among other things, its \$[Bond Amount] Rivers Edge II Community Development District Capital Improvement Revenue Bonds, Series 2021 (the "Series 2021 Bonds"), which are issued hereunder as an issue of Bonds under the Master Indenture, and has ratified and confirmed the Master Indenture and authorized the execution and delivery of this Second Supplemental Indenture

to secure the issuance of the Series 2021 Bonds and to set forth the terms of the Series 2021 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2021 Bonds to (a) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Project (as defined herein), (b) pay certain costs associated with the issuance of the Series 2021 Bonds, (c) make a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds, and (d) pay a portion of the interest to become due on the Series 2021 Bonds; and

WHEREAS, the Series 2021 Bonds will be payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the Project (the "Series 2021 Assessments"); and

WHEREAS, the execution and delivery of the Series 2021 Bonds and of this Second Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2021 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Second Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2021 Trust Estate (hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2021 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2021 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Second Supplemental Indenture and in the Series 2021 Bonds (a) has executed and delivered this Second Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts established under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2021 Assessments (the "Series 2021 Pledged

Revenues") and the Funds and Accounts (except for the Series 2021 Rebate Account) established hereby (the "Series 2021 Pledged Funds") which together shall constitute the Trust Estate securing the Series 2021 Bonds (the "Series 2021 Trust Estate");

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in said trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2021 Bonds issued or to be issued under and secured by this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2021 Bond over any other Series 2021 Bond by reason of priority in their issue, sale or execution;

PROVIDED, HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2021 Bonds or any Series 2021 Bond of a particular maturity issued, secured and Outstanding under this Second Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2021 Bonds and this Second Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Second Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Second Supplemental Indenture, then upon such final payments, this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2021 Bonds or any Series 2021 Bond of a particular maturity, otherwise this Second Supplemental Indenture shall remain in full force and effect;

THIS SECOND SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2021 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed in the Master Indenture (except as amended directly or by implication by this Second Supplemental Indenture) and this Second Supplemental Indenture, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee

and with the respective Owners, from time to time, of the Series 2021 Bonds, as follows:

ARTICLE I DEFINITIONS

Section 101. Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (a) expressly given a different meaning herein or (b) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Arbitrage Certificate" shall mean the Certificate as to Arbitrage and Certain Other Tax Matters of the District dated as of [Closing Date].

"Assessment Methodology" shall mean the Revised Master Special Assessment Methodology Report, dated October 9, 2019, as supplemented by the [Supplemental Assessment Report], dated [_____], each prepared by the Methodology Consultant.

"Beneficial Owners" shall have the meaning given such term by DTC so long as it is the registered Owner through its Nominee, Cede & Co., of the Series 2021 Bonds as to which such reference is made to enable such Series 2021 Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

"Bond Depository" shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

"Bond Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2021 Bonds as securities depository.

"Collateral Assignment" shall mean the [Collateral Assignment] between the District and the Developer, dated as of [Closing Date].

"Completion Agreement" shall mean the [Completion Agreement] between the District and the Developer, dated as of [Closing Date].

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement, by and among the District, the Developer and Governmental Management Services, LLC, as dissemination agent, dated as of [Closing Date].

"Delinquent Assessment Interest" shall mean Series 2021 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2021 Assessment Interest has, or would have, become delinquent under State law or the Series 2021 Assessment Proceedings applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2021 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2021 Assessment Principal has, or would have, become delinquent under State law or the Series 2021 Assessment Proceedings applicable thereto.

"Delinquent Assessments" shall mean, collectively, Delinquent Assessment Principal and Delinquent Assessment Interest.

"Developer" shall mean Mattamy Jacksonville LLC, a Delaware limited liability company.

"Engineer's Report" shall mean the Master Improvement Plan Report, dated October 9, 2019, as supplemented by the [Supplemental Engineer's Report], dated [____], prepared by Prosser, Inc., a copy of which is attached hereto as Exhibit A.

"Government Obligations" shall mean direct obligations of, or obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Interest Payment Date" shall mean each May 1 and November 1, commencing November 1, 2021.

"Majority Owners" shall mean the Beneficial Owners of more than 50% in principal amount of the Outstanding Series 2021 Bonds.

"Maximum Assessment Levels" shall mean the following per unit gross annual debt service assessment levels as set forth in the Assessment Methodology and as shall be evidenced by a Maximum Assessment Level Certification:

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Product Type	Gross Annual Debt Service Assessment [TO BE UPDATED?]
Multi-Family	\$ 300
Townhome	744
Single Family 35'	696
Single Family 45'	900
Single Family 50'	1,104
Single Family 55'	1,104
Single Family 60'	1,200
Single Family 70'	1,500
Single Family 80'	1,704
Single Family 90'	1,704
Single Family 100'	1,704

"Maximum Assessment Level Certification" shall mean a certificate of the Methodology Consultant that the Assessments for capital projects pledged to any Series of Bonds do not exceed the Maximum Assessment Levels and on which certificate the Trustee may conclusively rely as to the matters set forth therein.

"Methodology Consultant" shall mean Governmental Management Services, LLC.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Second Supplemental Indenture.

"Project" shall mean, collectively, the portions of the Series 2020 Project and the Series 2021 Project financed with proceeds of the Series 2021 Bonds on deposit in the Series 2021 Acquisition and Construction Account.

"Quarterly Redemption Date" shall mean each February 1, May 1, August 1 and November 1.

"Redemption Date" shall mean a Quarterly Redemption Date in the case of a partial redemption of Outstanding Series 2021 Bonds, or any date in the case of the redemption of all of the Outstanding Series 2021 Bonds.

"Series 2020 Project" shall mean the portion of the Capital Improvement Program more particularly described in the Engineer's Report.

"Series 2021 Assessment Interest" shall mean the interest on the Series 2021 Assessments which is pledged to the Series 2021 Bonds.

"Series 2021 Assessment Principal" shall mean the principal amount of Series 2021 Assessments received by the District which represents a proportionate

amount of the principal of and Amortization Installments of the Series 2021 Bonds, other than applicable Delinquent Assessment Principal and Series 2021 Prepayments.

"Series 2021 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2021 Assessments which include Resolution Nos. 2020-01, 2020-03 and 2021-[], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2021 Assessments and the Assessment Methodology as approved thereby.

"Series 2021 Assessment Revenues" shall mean all revenues derived by the District from the Series 2021 Assessments, including Delinquent Assessments, proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2021 Bonds.

"Series 2021 Assessments" shall mean the non-ad valorem special assessments imposed, levied and collected by the District in accordance with the Series 2021 Assessment Proceedings.

"Series 2021 Investment Obligations" shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District:

(a) Government Obligations;

(b) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government-sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(c) Both (i) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P, and (ii) shares of money market mutual funds that invest only in the obligations described in (a) and (b) above;

(d) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S & P; and

(e) Commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S & P.

Under all circumstances, the Trustee shall be entitled to conclusively rely that any investment directed in writing by an Authorized Officer of the District is permitted under the Indenture and is a legal investment for funds of the District.

"Series 2021 Prepayment Interest" shall mean the interest on the Series 2021 Prepayments received by the District.

"Series 2021 Prepayments" shall mean the excess amount of Series 2021 Assessment Principal received by the District over the Series 2021 Assessment Principal included within a Series 2021 Assessment appearing on any outstanding and unpaid tax bill or direct collect invoice, whether or not mandated to be prepaid in accordance with the Series 2021 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2021 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2021 Project" shall mean the portion of the Capital Improvement Program more particularly described in the Engineer's Report.

"Series 2021 Reserve Account Requirement" shall mean an amount equal to [__]% of the Maximum Annual Debt Service Requirement for all Outstanding Series 2021 Bonds, as calculated from time to time, which amount on the date of initial issuance is \$[RAR].

"Substantially Absorbed" shall mean the date on which the principal amount of the Series 2021 Assessments equaling 90% of the then Outstanding principal amount of the Series 2021 Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

"True-Up Agreement" shall mean the [True-Up Agreement] between the District and the Developer, dated as of [Closing Date].

ARTICLE II
AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES
2021 BONDS

Section 201. Authorization of Series 2021 Bonds; Book-Entry Only Form. The Series 2021 Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of \$[Bond Amount] for the purposes enumerated in the recitals hereto to be designated "Rivers Edge II Community Development District Capital Improvement Revenue Bonds, Series 2021." The Series 2021 Bonds shall be substantially in the form attached hereto as Exhibit B. Each Series 2021 Bond shall bear the designation "2021R" and shall be numbered consecutively from 1 upwards.

The Series 2021 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2021 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2021 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2021 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2021 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Bond Participant with respect to any ownership interest in the Series 2021 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2021 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2021 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2021 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2021 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2021 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2021 Bond, for the purpose of registering transfers with respect to such Series 2021 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2021 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar,

or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2021 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2021 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Second Supplemental Indenture shall refer to such new Nominee of DTC, and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, the Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2021 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2021 Bonds, or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2021 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2021 Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2021 Bonds shall be issued as [] Term Bonds, shall be dated as of the date of their issuance and delivery to the initial purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

<u>Number</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
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Section 203. Dating; Interest Accrual. Each Series 2021 Bond shall be dated [Closing Date]. Each Series 2021 Bond shall also bear its date of authentication. Each Series 2021 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (i) is an Interest Payment Date to which interest on such Series 2021 Bond has been paid, in which event such

Series 2021 Bond shall bear interest from its date of authentication, or (ii) is prior to the first Interest Payment Date for the Series 2021 Bonds, in which event such Series 2021 Bond shall bear interest from its date. Interest on the Series 2021 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2021, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Series 2021 Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2021 Bonds shall be delivered to the initial purchasers thereof only in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2021 Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2021 Bonds.

Section 207. Conditions Precedent to Issuance of Series 2021 Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2021 Bonds, all the Series 2021 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) certified copies of the Series 2021 Assessment Proceedings;
- (b) executed copies of the Master Indenture and this Second Supplemental Indenture;
- (c) a customary Bond Counsel opinion;
- (d) the District Counsel opinion required by the Master Indenture;
- (e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2021 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Second Supplemental Indenture;
- (f) an Engineer's Certificate and a copy of the Engineer's Report, which sets forth the estimated Costs of the Series 2020 Project and the Series 2021 Project;
- (g) a certificate of the Methodology Consultant addressing the validity of the Series 2021 Assessments;

(h) a certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and

(i) an executed Collateral Assignment, Completion Agreement and True-Up Agreement.

Payment to the Trustee of the net proceeds of the Series 2021 Bonds in the amount of \$[NP] shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the underwriter.

ARTICLE III REDEMPTION OF SERIES 2021 BONDS

Section 301. Bonds Subject to Redemption. The Series 2021 Bonds are subject to redemption prior to maturity as provided in the form thereof attached hereto as Exhibit B. Interest on Series 2021 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2021 Interest Account or from the Series 2021 Revenue Account to the extent moneys in the Series 2021 Interest Account are insufficient for such purpose. Moneys in the Series 2021 Optional Redemption Subaccount shall be applied in accordance with Section 506 of the Master Indenture to the optional redemption of Series 2021 Bonds.

ARTICLE IV DEPOSIT OF SERIES 2021 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401. Establishment of Accounts. There are hereby established, as needed, the following Accounts:

(a) within the Acquisition and Construction Fund held by the Trustee: (i) a Series 2021 Acquisition and Construction Account; and (ii) a Series 2021 Costs of Issuance Account;

(b) within the Debt Service Fund held by the Trustee: (i) a Series 2021 Debt Service Account and therein a Series 2021 Sinking Fund Account, a Series 2021 Interest Account and a Series 2021 Capitalized Interest Account; and (ii) a Series 2021 Redemption Account and therein a Series 2021 Prepayment Subaccount and a Series 2021 Optional Redemption Subaccount;

(c) within the Reserve Fund held by the Trustee a Series 2021 Reserve Account, which shall be held for the benefit of all of the Series 2021 Bonds, without

distinction as to Series 2021 Bonds and without privilege or priority of one Series 2021 Bond over another;

(d) within the Revenue Fund held by the Trustee a Series 2021 Revenue Account; and

(e) within the Rebate Fund held by the Trustee a Series 2021 Rebate Account.

Section 402. Use of Series 2021 Bond Proceeds. The net proceeds of sale of the Series 2021 Bonds in the amount of \$[NP] (consisting of \$[Bond Amount].00 principal amount of Series 2021 Bonds [less/plus] [net] original issue [discount/premium] in the amount of \$[OID/OIP] and less underwriter's discount in the amount of \$[UD]), shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) \$[RAR], representing the Series 2021 Reserve Account Requirement at the time of issuance of the Series 2021 Bonds, shall be deposited to the credit of the Series 2021 Reserve Account;

(b) \$[COI], representing the costs of issuance relating to the Series 2021 Bonds, shall be deposited to the credit of the Series 2021 Costs of Issuance Account;

(c) \$[CAPI], representing Capitalized Interest on the Series 2021 Bonds through and including November 1, 2021, shall be deposited to the credit of the Series 2021 Capitalized Interest Account; and

(d) \$[CD] shall be deposited to the credit of the Series 2021 Acquisition and Construction Account.

Section 403. Series 2021 Acquisition and Construction Account; Series 2021 Costs of Issuance Account.

(a) Amounts on deposit in the Series 2021 Acquisition and Construction Account shall be applied to pay Costs of the Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture. The Trustee shall have no duty to verify that any requested disbursement from the Series 2021 Acquisition and Construction Account is for a Cost of the Project. The Consulting Engineer shall establish a Date of Completion for the Series 2021 Project, and any balance remaining in the Series 2021 Acquisition and Construction Account after such Date of Completion (taking into account the moneys then on deposit therein to pay any accrued but unpaid Costs of the Project which are required to be reserved in the Series 2021 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be transferred to the Series 2021 Prepayment Subaccount and applied to the extraordinary mandatory

redemption of the Series 2021 Bonds in accordance with Section 301 hereof and in the manner prescribed in the form of Series 2021 Bond attached hereto as Exhibit B, whereupon the Series 2021 Acquisition and Construction Account shall be closed.

(b) The amount deposited in the Series 2021 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2021 Bonds. On the earlier to occur of (x) the written direction of an Authorized Officer or (y) six months from the date of issuance of the Series 2021 Bonds, any amounts deposited in the Series 2021 Costs of Issuance Account for which the Trustee has not received a requisition to pay such costs shall be transferred over and deposited into the Series 2021 Acquisition and Construction Account and used for the purposes permitted therefor. Any deficiency in the amount allocated to pay the costs of issuance relating to the Series 2021 Bonds shall be paid from excess moneys on deposit in the Series 2021 Revenue Account pursuant to Section 408(d) hereof. When such deficiency has been satisfied and no moneys remain therein, the Series 2021 Costs of Issuance Account shall be closed.

Section 404. Series 2021 Capitalized Interest Account. Amounts on deposit in the Series 2021 Capitalized Interest Account shall, until and including November 1, 2021, be transferred into the Series 2021 Interest Account and applied to the payment of interest first coming due on the Series 2021 Bonds in accordance with Section 408(d) hereof, and thereafter transferred into the Series 2021 Acquisition and Construction Account, whereupon the Series 2021 Capitalized Interest Account shall be closed.

Section 405. Series 2021 Reserve Account. The Series 2021 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021 Reserve Account Requirement. Except as otherwise provided herein or in the Master Indenture, amounts on deposit in the Series 2021 Reserve Account shall be used only for the purpose of making payments into the Series 2021 Interest Account and the Series 2021 Sinking Fund Account to pay Debt Service on the Series 2021 Bonds, when due, without distinction as to Series 2021 Bonds and without privilege or priority of one Series 2021 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2021 Reserve Account shall consist only of cash and Series 2021 Investment Obligations.

Anything herein or in the Master Indenture to the contrary notwithstanding, on the 45th day preceding each Quarterly Redemption Date (or, if such 45th day is not a Business Day, on the first Business Day preceding such 45th day), the Trustee is hereby authorized and directed to recalculate the Series 2021 Reserve Account Requirement and to transfer any excess on deposit in the Series 2021 Reserve Account (other than excess resulting from investments, which shall be governed by Section 408(f) hereof) into the Series 2021 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021 Bonds.

On the earliest date on which there is on deposit in the Series 2021 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2021 Bonds, together with accrued interest and redemption premium, if any, on such Series 2021 Bonds to the earliest Redemption Date permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2021 Reserve Account into the Series 2021 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2021 Bonds on the earliest date permitted for redemption therein and herein.

Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in the Series 2021 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Section 406. Amortization Installments; Selection of Bonds for Redemption. (a) The Amortization Installments established for the Series 2021 Bonds shall be as set forth in the form of Series 2021 Bonds attached hereto.

(b) Upon any redemption of Series 2021 Bonds (other than Series 2021 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2021 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2021 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, which recalculation shall be performed by the District, in such manner as shall amortize all the Outstanding Series 2021 Bonds of all of the terms in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2021 Bonds.

Section 407. Tax Covenants. The District shall comply with the Arbitrage Certificate, including but not limited to the Tax Regulatory Covenants set forth as an exhibit to the Arbitrage Certificate, as amended and supplemented from time to time in accordance with their terms.

Section 408. Series 2021 Revenue Account; Application of Revenues and Investment Earnings. (a) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Series 2021 Revenue Account by this Section 408 or by any other provision of the Master Indenture or this Second Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2021 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2021 Revenue Account (i) Series 2021 Assessment Revenues other than Series 2021 Prepayments (which Series 2021 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2021 Prepayment Subaccount), (ii) Series 2021 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2021 Revenue Account.

(c) On the 45th day preceding each Quarterly Redemption Date (or if such 45th day is not a Business Day, on the Business Day preceding such 45th day), the Trustee shall determine the amount on deposit in the Series 2021 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021 Revenue Account for deposit into the Series 2021 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000 (provided that there are sufficient funds remaining in the Series 2021 Revenue Account to pay Debt Service coming due on the Series 2021 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2021 Bonds set forth in the form of Series 2021 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall first transfer from the Series 2021 Capitalized Interest Account to the Series 2021 Interest Account the lesser of (x) the amount of interest coming due on the Series 2021 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2021 Interest Account, or (y) the amount remaining in the Series 2021 Capitalized Interest Account. Following the foregoing transfer, on such May 1 or November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall then transfer amounts on deposit in the Series 2021 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2021 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2021 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2021 Capitalized Interest Account in accordance with this Section 408(d) and (ii) the amount already on deposit in the Series 2021 Interest Account not previously credited;

SECOND, on May 1, 20[] and on each May 1 thereafter, to the Series 2021 Sinking Fund Account, the amount, if any, equal to the difference between the

Amortization Installments of all Series 2021 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2021 Sinking Fund Account not previously credited;

THIRD, to the Series 2021 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021 Reserve Account Requirement with respect to the Series 2021 Bonds; and

FOURTH, the balance shall first be deposited into the Series 2021 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2021 Bonds, and then the balance shall be retained in the Series 2021 Revenue Account.

On each November 2 (or if such November 2 is not a Business Day, on the next Business Day thereafter), the balance on deposit in the Series 2021 Revenue Account on such November 2 shall, prior to the Date of Completion of the Series 2021 Project, be transferred to the Series 2021 Acquisition and Construction Account and used for the purpose of such account and, after the Date of Completion of the Series 2021 Project, be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided however, that on the date of such proposed transfer the amount on deposit in the Series 2021 Reserve Account shall be equal to the Series 2021 Reserve Account Requirement, and provided further that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Master Indenture or hereunder relating to any of the Series 2021 Bonds, including the payment of Trustee's fees and expenses then due.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2021 Revenue Account to the Series 2021 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2021 Bonds shall be invested only in Series 2021 Investment Obligations. Earnings on investments in the Series 2021 Acquisition and Construction Account, the Series 2021 Interest Account and the Series 2021 Capitalized Interest Account shall be retained, as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2021 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2021 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2021 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2021 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2021 Reserve Account shall be deposited into the Series 2021 Capitalized Interest Account through November 1, 2021, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2021 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2021 Reserve Account shall be retained in the Series 2021 Reserve Account until the amount on deposit therein is equal to the Series 2021 Reserve Account Requirement, and then earnings on investments in the Series 2021 Reserve Account shall be deposited into the Series 2021 Capitalized Interest Account through November 1, 2021, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2021 Reserve Account made pursuant to Section 405 hereof.

ARTICLE V CONCERNING THE TRUSTEE

Section 501. Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Second Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth herein and in the Master Indenture.

Section 502. Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Second Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503. Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

ARTICLE VI ADDITIONAL BONDS

Section 601. No Parity Bonds; Limitation on Parity Assessments. Other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2021 Trust Estate. The District further covenants and agrees that so long as the Series 2021 Bonds are Outstanding, it will not impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners; provided, however, that the District may impose Assessments for capital projects on lands subject to the Series 2021 Assessments without the written consent of the Majority Owners if either (a) such Assessments proposed to be allocated to platted units do not exceed the Maximum Assessment Levels or (b) the Series 2021 Assessments have been Substantially Absorbed. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners. Nothing herein shall be construed to limit the District's ability to impose "special assessments" levied and collected by the District under section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act.

ARTICLE VII MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Second Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Second Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Second Supplemental Indenture and to the Series 2021 Bonds issued hereunder.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered the Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. The District covenants and agrees to comply with the provisions of the Continuing Disclosure Agreement. However, as set forth therein, failure to so comply shall not constitute

an Event of Default hereunder, but instead shall be enforceable as provided in the Continuing Disclosure Agreement.

Section 703. Additional Covenant Regarding Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in this Second Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the Series 2021 Assessment Proceedings heretofore adopted with respect to the Series 2021 Assessments, including the Assessment Methodology, and to levy the Series 2021 Assessments and any required true-up payments set forth in the Assessment Methodology in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2021 Bonds, when due.

Section 704. Collection of Assessments. (a) Anything herein or in the Master Indenture to the contrary notwithstanding, when permitted by law, Series 2021 Assessments levied on platted lots (other than those owned by the Developer) and pledged hereunder to secure the Series 2021 Bonds shall be collected pursuant to the Uniform Method, and Series 2021 Assessments levied on unplatted lands or platted lots owned by the Developer and pledged hereunder to secure the Series 2021 Bonds may be collected directly by the District pursuant to the Act and Chapters 170 and 197, Florida Statutes, and not pursuant to the Uniform Method in the District's discretion, in each case unless otherwise directed by the Trustee acting at the direction of the Majority Owners upon the occurrence and continuance of an Event of Default.

(b) All of the Series 2021 Assessments that are collected directly by the District and not via the Uniform Method shall be due and payable by the landowner no later than 30 days prior to each Interest Payment Date.

Section 705. Foreclosure of Assessment Lien. Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2021 Assessments and Series 2021 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2021 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount less than or equal to the balance due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive, in its corporate name or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2021 Bonds; provided that the Trustee shall have the right acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section 705. The District, either through its own actions or actions

caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2021 Revenue Account. The District, either through its own actions or actions caused to be taken through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2021 Bonds within 60 days after the receipt of the request therefor signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

Section 706. Owner Direction and Consent with Respect to Series 2021 Acquisition and Construction Account Upon Occurrence of Event of Default. In accordance with the provisions of the Indenture, the Series 2021 Bonds are payable solely from the Series 2021 Pledged Revenues and the Series 2021 Pledged Funds held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District hereby acknowledges that (i) the Series 2021 Pledged Funds include, without limitation, all amounts on deposit in the Series 2021 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2021 Bonds, the Series 2021 Pledged Funds may not be used by the District (whether to pay Costs of the Project or otherwise) without the consent of the Majority Owners, except to the extent that prior to the Trustee notifying the District of such declared Event of Default the District had incurred a binding obligation with third parties for work on the Project and payment is for such work, and (iii) upon the occurrence of an Event of Default with respect to the Series 2021 Bonds, the Series 2021 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the Project that will cause the expenditure of additional funds from the Series 2021 Trust Estate after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners.

Section 707. Assignment of District's Rights Under Collateral Assignment. Subject to the terms of the Collateral Assignment, the District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2021 Bonds. The Trustee shall not be deemed to have accepted any obligation under the Collateral Assignment by virtue of such assignment.

Section 708. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the

provisions of the True-Up Agreement and the Completion Agreement and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, shall act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the True-Up Agreement and the Completion Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture, provided, however, that the District shall have a reasonable opportunity to cure.

Section 709. Payment of Rebate Amount. Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall cause a Rebate Analyst to determine the Rebate Amount, if any, at the times and in the manner provided in the Tax Regulatory Covenants attached as an exhibit to the Arbitrage Certificate. If a Rebate Amount shall be due, the District shall deliver to the Trustee the written direction of an Authorized Officer to pay from the Series 2021 Rebate Account, or from any other available funds as shall be provided in such written direction, the Rebate Amount to the District for remittance to the Internal Revenue Service. The Trustee may conclusively rely on such written direction and shall have no responsibility for the calculation or payment of the Rebate Amount, if any. The District shall not be required to provide the report of the Rebate Analyst to the Trustee.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Rivers Edge II Community Development District has caused this Second Supplemental Indenture to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Second Supplemental Indenture to be signed in its name and on its behalf by its duly authorized Vice President.

(SEAL)

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary

By:_____
Chairman, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By:_____
Vice President

EXHIBIT A

DESCRIPTION OF SERIES 2020 PROJECT AND SERIES 2021 PROJECT

[See Report of District Engineer Attached Hereto]

EXHIBIT B

FORM OF SERIES 2021 BONDS

No. 2021R-

\$[]

**UNITED STATES OF AMERICA
STATE OF FLORIDA
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2021**

Interest Rate	Maturity Date	Dated Date	CUSIP
%	May 1, 20[]	[Closing Date]	

Registered Owner: CEDE & CO.

Principal Amount:

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2021, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the 15th day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent

(hereinafter defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than 15 and not less than 10 days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2021 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. During any period that this Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "Rivers Edge II Community Development District Capital Improvement Revenue Bonds, Series 2021" in the aggregate principal amount of \$[Bond Amount] (the "Series 2021 Bonds") issued under a Master Trust Indenture, dated as of May 1, 2020 (the "Master Indenture"), between the District and U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of April 1, 2021 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee (the Series 2021 Bonds together with any other Bonds issued under and governed by the terms of the Master Indenture are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2021 Bonds to (a) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Project, (b) pay certain costs associated with the issuance of the Series 2021 Bonds, (c) make a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds, and (d) pay a portion of the interest to become due on the Series 2021 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A

PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021 PLEDGED REVENUES AND THE SERIES 2021 PLEDGED FUNDS PLEDGED TO THE SERIES 2021 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2021 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installments and Redemption Price of, and the interest on, the Series 2021 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2021 Assessments, the terms and conditions under which the Series 2021 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Series 2021 Bonds and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2021 Bonds are equally and ratably secured by the Series 2021 Trust Estate, without preference or priority of one Series 2021 Bond over another. The Supplemental Indenture does not authorize the issuance of any Additional Bonds ranking on parity with the Series 2021 Bonds as to the lien and pledge of the Series 2021 Trust Estate except, under certain circumstances, Refunding Bonds, and the Supplemental Indenture contains provisions limiting the imposition of capital Assessments on property subject to the Series 2021 Assessments.

The Series 2021 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2021 Bonds shall be delivered to the initial purchasers thereof only in minimum aggregate principal amounts of \$100,000 and integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of

this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2021 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[] at the Redemption Price of the principal amount of the Series 2021 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

The Series 2021 Bonds maturing May 1, 20[], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
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* Final maturity

The Series 2021 Bonds maturing May 1, 20[], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

The Series 2021 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

The Series 2021 Bonds maturing May 1, 20[___], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

May 1 of the Year	Amortization Installment	May 1 of the Year	Amortization Installment
------------------------------	-------------------------------------	------------------------------	-------------------------------------

* Final maturity

As more particularly set forth in the Indenture, any Series 2021 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2021 Bonds. Amortization Installments are also subject to recalculation, as provided in the

Supplemental Indenture, as the result of the redemption of Series 2021 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2021 Bonds as set forth in the Supplemental Indenture.

The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021 Acquisition and Construction Account to the Series 2021 Prepayment Subaccount as provided for in the Indenture; or

(b) from amounts, including Series 2021 Prepayments, required by the Indenture to be deposited into the Series 2021 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount resulting from a reduction in the Series 2021 Reserve Account Requirement resulting from Prepayments of Series 2021 Assessments as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2021 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2021 Bonds shall be called for redemption, the particular Series 2021 Bonds or portions of Series 2021 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2021 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than 30 nor more than 45 days prior to the date of redemption to each registered Owner of Series 2021 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2021 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2021 Bonds or such portions thereof on such date, interest on such Series 2021 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2021 Bonds or such portions thereof so called for redemption shall cease to be entitled to

any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2021 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Pursuant to the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2021 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2021 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2021 Bonds as to the Series 2021 Trust Estate shall be

discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Rivers Edge II Community Development District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

Attest:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By:_____
Chairman, Board of Supervisors

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Date of Authentication:

[Closing Date]_____

By:_____
Vice President

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Seventh Judicial Circuit of Florida, in and for St. Johns County rendered on November 18, 2019.

Chairman, Board of Supervisors,
Rivers Edge II
Community Development District

[FORM OF ABBREVIATIONS]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - _____ Custodian _____ under
Uniform Transfer to Minors Act _____ (Cust.) _____ (Minor)
(State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatever.

2.

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED MARCH __, 2021

NEW ISSUE - BOOK-ENTRY ONLY

NOT RATED

In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX MATTERS," interest on the Series 2021 Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes, except as otherwise described herein under the caption "TAX MATTERS" and (b) not an item of tax preference for purposes of the federal alternative minimum tax. Such interest also may be subject to other federal income tax consequences referred to herein under "TAX MATTERS." See "TAX MATTERS" herein for a general discussion of Bond Counsel's opinion and other tax considerations.

**RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
(St. Johns County, Florida)**

\$_____ * Capital Improvement Revenue Bonds, Series 2021

Dated: Date of delivery

Due: May 1, as shown below

The \$_____ * Rivers Edge II Community Development District Capital Improvement Revenue Bonds, Series 2021 (the "Series 2021 Bonds") are being issued by the Rivers Edge II Community Development District (the "District") pursuant to a Master Trust Indenture dated as of May 1, 2020 (the "Master Indenture") between the District and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture dated as of April 1, 2021 (the "Second Supplemental Indenture," and, together with the Master Indenture, the "Indenture"), between the District and the Trustee. The Series 2021 Bonds are being issued only in fully registered form, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2021 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, the Florida Constitution, and other applicable provisions of law (collectively, the "Act") and Ordinance No. 2018-26 enacted by the County Commissioners of St. Johns County, Florida, effective on June 22, 2018, as amended by Ordinance No. 2019-71, effective on November 7, 2019.

The Series 2021 Bonds are payable from and secured by the Series 2021 Trust Estate, which includes the Series 2021 Pledged Revenues and the Series 2021 Pledged Funds. The Series 2021 Pledged Revenues consist of the revenues derived by the District from non-ad valorem special assessments levied for Debt Service on the Series 2021 Bonds against the lands in the District that are subject to assessment as a result of the Project (as defined herein). The Series 2021 Pledged Funds consist of the Funds and Accounts (except for the Series 2021 Rebate Account) established by the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS."

The Series 2021 Bonds, when issued, will be registered in the name of Cede & Co., as the owner and Nominee for The Depository Trust Company ("DTC"). Purchases of beneficial interests in the Series 2021 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2021 Bonds will be paid from the sources described herein by the Trustee directly to Cede & Co. as the Nominee of DTC and the registered owner thereof. Disbursements of such payments to the DTC Participants is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC Participants and the Indirect Participants, as more fully described herein. Any purchaser as a beneficial owner of a Series 2021 Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2021 Bond. See "DESCRIPTION OF THE SERIES 2021 BONDS - Book-Entry Only System" herein. The Series 2021 Bonds will bear interest at the fixed rates set forth herein, calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on the Series 2021 Bonds is payable semi-annually on each May 1 and November 1, commencing November 1, 2021.

Some or all of the Series 2021 Bonds are subject to optional, mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein.

The Series 2021 Bonds are being issued to: (i) finance the Cost of the Project, as more particularly described herein; (ii) pay certain costs associated with the issuance of the Series 2021 Bonds; (iii) make a deposit into the Series

2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds; and (iv) pay a portion of the interest to become due on the Series 2021 Bonds.

NEITHER THE SERIES 2021 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2021 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021 TRUST ESTATE PLEDGED TO THE SERIES 2021 BONDS, ALL AS PROVIDED IN THE INDENTURE.

THE SERIES 2021 BONDS INVOLVE A DEGREE OF RISK (SEE "BONDOWNERS' RISKS" HEREIN) AND ARE NOT SUITABLE FOR ALL INVESTORS. PURSUANT TO APPLICABLE FLORIDA LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2021 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2021 BONDS. THE SERIES 2021 BONDS ARE NOT RATED OR CREDIT ENHANCED AND NO APPLICATION HAS BEEN MADE FOR A RATING OR CREDIT ENHANCEMENT WITH RESPECT TO THE SERIES 2021 BONDS NOR IS THERE ANY REASON TO BELIEVE THAT THE DISTRICT WOULD HAVE BEEN SUCCESSFUL IN OBTAINING EITHER CREDIT ENHANCEMENT FOR THE SERIES 2021 BONDS OR A RATING FOR THE SERIES 2021 BONDS HAD APPLICATION BEEN MADE. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2021 BONDS. SEE "SUITABILITY FOR INVESTMENT" AND "BONDOWNERS' RISKS" HEREIN.

This cover page contains information for quick reference only. It is not a summary of the Series 2021 Bonds. Investors must read the entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS⁺

\$ _____ % Series 2021 Term Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____⁺
\$ _____ % Series 2021 Term Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____⁺
\$ _____ % Series 2021 Term Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____⁺
\$ _____ % Series 2021 Term Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____⁺

The Series 2021 Bonds are offered for delivery when, as and if issued by the District and accepted by MBS Capital Markets, LLC, the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2021 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Hopping Green & Sams P.A., Tallahassee, Florida, for the Developer by its counsel, Rogers Towers, P.A., St. Augustine, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida, and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida. It is expected that the Series 2021 Bonds will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about April __, 2021.

MBS CAPITAL MARKETS, LLC

Dated: March __, 2021

* Preliminary, subject to change.

⁺ The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Limited Offering Memorandum.

RED HERRING LANGUAGE:

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2021 Bonds in any jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum “final,” except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS*

Jacob O'Keefe[†], Chair
D.J. Smith[†], Vice Chair
Chris Henderson[†], Assistant Secretary
Jason Thomas[†], Assistant Secretary

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Governmental Management Services, LLC
St. Augustine, Florida

DISTRICT COUNSEL

Hopping Green & Sams, P.A.
Tallahassee, Florida

DISTRICT ENGINEER

Prosser, Inc.
Jacksonville, Florida

BOND COUNSEL

Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

COUNSEL TO THE UNDERWRITER

Bryant Miller Olive P.A.
Orlando, Florida

* There is currently one vacancy on the Board.

[†] Affiliated with the Developer.

REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM

No dealer, broker, salesman or other person has been authorized by the District, the State of Florida or the Underwriter to give any information or to make any representations other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2021 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the District, the District Manager, the Developer, the District Engineer and other sources that are believed by the Underwriter to be reliable. The District, the Developer, the District Engineer and the Methodology Consultant will, at closing, deliver certificates certifying that certain of the information each supplied does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change with respect to the matters described herein since the date hereof.

The information set forth herein has been obtained from public documents, records and other sources, including the District and the Developer, which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Statements contained herein that are not purely historical, are forward-looking statements, including statements regarding the District's and the Developer's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included herein are based on information available on the date hereof, and the District assumes no obligation to update any such forward-looking statements. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the District and the Developer. Actual results could differ materially from those discussed in such forward-looking statements and, therefore, there can be no assurance that the forward-looking statements included herein will prove to be accurate.

THE UNDERWRITER IS LIMITING THIS OFFERING TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES

NOT DENOTE RESTRICTIONS ON TRANSFER IN ANY SECONDARY MARKET FOR THE SERIES 2021 BONDS.

THE SERIES 2021 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2021 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF BY SUCH JURISDICTIONS. NEITHER THE DISTRICT, ST. JOHNS COUNTY, FLORIDA, THE STATE OF FLORIDA NOR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF HAS GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2021 BONDS OR UPON THE PROBABILITY OF ANY EARNINGS THEREON. OTHER THAN THE DISTRICT, NEITHER ST. JOHNS COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG. THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR ANY PURPOSE INCLUDING FOR PURPOSES OF RULE 15C2-12 PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

THIS LIMITED OFFERING MEMORANDUM IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, AN OFFER TO SELL, OR THE SOLICITATION OF AN OFFER TO BUY REAL ESTATE, WHICH MAY ONLY BE MADE PURSUANT TO OFFERING DOCUMENTS SATISFYING APPLICABLE FEDERAL AND STATE LAWS RELATING TO THE OFFER AND SALE OF REAL ESTATE.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 ISSUED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION.....	4
SUITABILITY FOR INVESTMENT.....	7
THE DISTRICT	8
General	8
Legal Powers and Authority	8
Board of Supervisors.....	9
District Manager and Other Consultants.....	10
Prior District Indebtedness.....	10
THE CAPITAL IMPROVEMENT PLAN AND THE PROJECT	11
ASSESSMENT METHODOLOGY.....	12
THE DEVELOPMENT	13
General	14
Land Acquisition/Development Financing.....	15
Entitlements/Land Use	16
Environmental Conditions.....	19
Permitting	20
Development Plan/Status	20
Builder Contracts	22
Sales and Projected Absorption.....	24
Residential Product Offering	25
Marketing.....	25
Recreational Facilities.....	26
Assessment Areas.....	27
Educational Facilities	28
Utilities	29
Taxes, Fees and Assessments	29
Competition.....	30
THE DEVELOPER	31
DESCRIPTION OF THE SERIES 2021 BONDS	32
General Description.....	32
Redemption Provisions for Series 2021 Bonds.....	33
Notice and Effect of Redemption	35
Book-Entry Only System	35
SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS.....	38
General	38
Funds and Accounts.....	38
Series 2021 Reserve Account and Series 2021 Reserve Account Requirement.....	39
Series 2021 Acquisition and Construction Account	39
Flow of Funds.....	40
Investments	41
Agreement for Assignment of Development Rights.....	42
Completion Agreement	42
True-Up Agreement	42
Enforcement of True-Up Agreement and Completion Agreement	43
Owner Direction and Consent with Respect to Series 2021 Acquisition and Construction Account Upon Occurrence of Event of Default	43

Covenants with Regard to Enforcement and Collection of Delinquent Assessments	43
Additional Covenants Regarding Series 2021 Assessments	45
No Parity Bonds; Limitation on Parity Assessments	45
Events of Default	46
Provisions Relating to Bankruptcy or Insolvency of Landowner	47
Re-Assessment	48
THE SERIES 2021 ASSESSMENTS.....	49
General	49
Structure and Prepayment of Series 2021 Assessments.....	49
Assessment Methodology	50
ENFORCEMENT OF ASSESSMENT COLLECTIONS.....	50
General	50
Direct Billing & Foreclosure Procedure.....	51
Uniform Method Procedure.....	51
ESTIMATED SOURCES AND USES OF BOND PROCEEDS	55
DEBT SERVICE REQUIREMENTS	56
BONDOWNERS' RISKS	57
Limited Pledge	57
Bankruptcy and Related Risks.....	57
Delay and Discretion Regarding Remedies	58
Limitation on Funds Available to Exercise Remedies.....	58
Determination of Land Value upon Default.....	58
Landowner Challenge of Assessed Valuation.....	58
Failure to Comply with Assessment Proceedings	59
Other Taxes.....	59
Inadequacy of Reserve	59
Economic Conditions	60
Concentration of Land Ownership in Developer	60
Undeveloped Land.....	60
Change in Development Plans	60
Bulk Sale of Land	61
Completion of Capital Improvement Plan	61
Regulatory and Environmental Risks.....	62
District May Not be Able to Obtain Permits	62
Cybersecurity	62
Infectious Viruses and/or Diseases	62
Damage to District from Natural Disasters	63
Limited Secondary Market.....	63
Interest Rate Risk; No Rate Adjustment for Taxability	63
IRS Audit and Examination Risk.....	64
Florida Village Center CDD TAM.....	64
Legislative Proposals and State Tax Reform	65
Loss of Exemption from Securities Registration.....	65
Performance of District Professionals.....	66
Mortgage Default and FDIC	66
TAX MATTERS.....	66
Opinion of Bond Counsel.....	66
Internal Revenue Code of 1986.....	67

Collateral Tax Consequences	67
Florida Taxes	67
Other Tax Matters.....	67
[Original Issue Discount	68
[Bond Premium.....	68
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS	69
NO RATING OR CREDIT ENHANCEMENT	69
VALIDATION	69
LITIGATION	69
The District	69
The Developer	69
CONTINUING DISCLOSURE	70
Continuing Compliance – The Developer	70
UNDERWRITING	71
LEGAL MATTERS.....	71
AGREEMENT BY THE STATE.....	71
FINANCIAL STATEMENTS.....	71
EXPERTS AND CONSULTANTS	72
CONTINGENT AND OTHER FEES.....	72
MISCELLANEOUS.....	72
 APPENDIX A – ENGINEER’S REPORTS	
APPENDIX B – ASSESSMENT REPORTS	
APPENDIX C – COPY OF MASTER INDENTURE AND FORM OF SECOND SUPPLEMENTAL INDENTURE	
APPENDIX D – FORM OF OPINION OF BOND COUNSEL	
APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT	

LIMITED OFFERING MEMORANDUM

relating to

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT (St. Johns County, Florida)

\$_____ * Capital Improvement Revenue Bonds, Series 2021

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the Rivers Edge II Community Development District (the "District"), in connection with the offering and issuance by the District of its Capital Improvement Revenue Bonds, Series 2021 (the "Series 2021 Bonds"). The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, the Florida Constitution, and other applicable provisions of law (collectively, the "Act") and Ordinance No. 2018-26 enacted by the County Commissioners of St. Johns County, Florida, effective on June 22, 2018, as amended by Ordinance No. 2019-71, effective on November 7, 2019 (the "Ordinance"). The Series 2021 Bonds are being issued pursuant to the Act and a Master Trust Indenture dated as of May 1, 2020 (the "Master Indenture") between the District and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture dated as of April 1, 2021 (the "Second Supplemental Indenture," and, together with the Master Indenture, the "Indenture"), between the District and the Trustee, and resolutions of the District authorizing the issuance of the Series 2021 Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Master Indenture and the Second Supplemental Indenture and not defined herein shall have the respective meanings set forth in the copy of the Master Indenture and the form of the Second Supplemental Indenture, both of which appear as composite APPENDIX C attached hereto. The information contained in this Introduction is part of this Limited Offering Memorandum and is subject in all respects to the more complete information contained in or incorporated into this Limited Offering Memorandum. This Introduction should not be considered a complete statement of the facts material to making an investment decision. This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

THE SERIES 2021 BONDS ARE NOT RATED OR CREDIT ENHANCED AND ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS (SEE "SUITABILITY FOR INVESTMENT" AND "BONDOWNERS' RISKS" HEREIN).

PROSPECTIVE INVESTORS MAY REQUEST SUCH ADDITIONAL INFORMATION AS DESCRIBED HEREIN UNDER THE CAPTION "SUITABILITY FOR INVESTMENT." THEREFORE, PROSPECTIVE INVESTORS SHOULD RELY UPON THE INFORMATION APPEARING IN THIS LIMITED OFFERING MEMORANDUM WITHIN THE CONTEXT OF THE AVAILABILITY OF SUCH ADDITIONAL INFORMATION AND THE SOURCES THEREOF.

The District was established for the purposes, among other things, of financing and managing the planning, acquisition, construction, maintenance and operation of the infrastructure necessary for community development in a portion of the development known as RiverTown, hereafter described (the

* Preliminary, subject to change.

“Development”). The Act authorizes the District to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining water management, water supply, sewer and wastewater management, bridges or culverts, district roads, street lights and other basic infrastructure projects within or without the boundaries of the District, as provided in the Act.

Consistent with the requirements of the Indenture and the Act, the Series 2021 Bonds are being issued for the primary purpose of financing a portion of the Costs of acquiring, constructing and equipping assessable improvements, as more fully described herein, paying certain costs associated with the issuance of the Series 2021 Bonds, paying interest to become due on the Series 2021 Bonds, and making a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds.

The Series 2021 Bonds are payable from and secured by the revenues derived by the District from the Series 2021 Assessments (as defined in the Second Supplemental Indenture) and amounts in the Funds and Accounts (except for the Series 2021 Rebate Account) established by the Second Supplemental Indenture. Initially, the Series 2021 Assessments levied in connection with the Series 2021 Bonds will be levied on an equal acreage basis on all assessable unsold and unplatted lands consisting of **[X]** acres within the District. As such acreage is sold or developed and platted, the Series 2021 Assessments will be allocated on a per unit basis to the parcels that are platted, following the assignment of the full principal amount of the Assessments (the “Series 2020 Assessment”) securing the District’s Capital Improvement Revenue Bonds, Series 2020 (the “Series 2020 Bonds”) to platted lots which is expected to occur upon the platting of the 460th unit. Based upon the anticipated order of development, lot sales/land sales and platting, the Series 2021 Assessments are ultimately expected to be assigned on a per unit basis within a portion of Subphase 2B in addition to Phases 3 and 4 within WaterSong and Parcels 47-2 and 19-1 which in the aggregate are planned to include 649 residential lots. See, “THE DEVELOPMENT – Development Plan/Status” herein. See also, “ASSESSMENT METHODOLOGY” herein and “APPENDIX B – ASSESSMENT REPORTS” attached hereto.

The Series 2021 Assessments represent an allocation of the Costs of the Project, including bond financing costs, to specially benefited lands in the District in accordance with the Assessment Reports described herein under “ASSESSMENT METHODOLOGY,” each as prepared by Governmental Management Services, LLC, St. Augustine, Florida, and attached hereto as composite APPENDIX B.

“Assessments” is defined in the Master Indenture to mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

“Delinquent Assessments” is defined in the Second Supplemental Indenture to mean, collectively, any Series 2021 Assessment Principal and Series 2021 Assessment Interest which are deposited by the District with the Trustee on or after May 1 of the year in which such Series 2021 Assessment Principal and Series 2021 Assessment Interest has, or would have, become delinquent under State law or the Series 2021 Assessment Proceedings applicable thereto.

The District covenants and agrees in the Indenture that other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2021 Trust Estate. The District further covenants and agrees in the Indenture that so long as the Series 2021 Bonds are Outstanding it will not impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners; provided, however, that the District may impose Assessments for capital projects on lands subject to the Series 2021 Assessments without the written consent of the Majority Owners if either: (i) such Assessments proposed to be allocated to platted units do not exceed the Maximum Assessment Levels or (ii) the Series 2021 Assessments have been Substantially Absorbed. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners.

“Maximum Assessment Levels” means the following per unit gross annual debt service assessment levels as set forth in the Assessment Reports and as shall be evidenced by a Maximum Assessment Level Certification:

<i>Product Type</i>	<i>Gross Annual Debt Service Assessment</i>
Multi-Family	\$ 300
Townhome	744
Single Family 35'	696
Single Family 45'	900
Single Family 50'	1,104
Single Family 55'	1,104
Single Family 60'	1,200
Single Family 70'	1,500
Single Family 80'	1,704
Single Family 90'	1,704
Single Family 100'	1,704

“Maximum Assessment Level Certification” means a certificate of the Methodology Consultant that the Assessments for capital projects pledged to any Series of Bonds do not exceed the Maximum Assessment Levels.

“Substantially Absorbed” means the date on which the principal amount of the Series 2021 Assessments equaling ninety percent (90%) of the then Outstanding principal amount of the Series 2021 Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

There follows in this Limited Offering Memorandum a brief description of the District, the Capital Improvement Plan and the components thereof, the Development, and Mattamy Jacksonville LLC, a Delaware limited liability company (the “Developer”), together with summaries of the terms of the Indenture, the Series 2021 Bonds and certain provisions of the Act. All references herein to the Indenture

and the Act are qualified in their entirety by reference to such documents and statutes and all references to the Series 2021 Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the form of the Second Supplemental Indenture are attached hereto as composite APPENDIX C. The information herein under the captions "THE DEVELOPMENT" and "THE DEVELOPER" has been furnished by the Developer and has been included herein without independent investigation by the District or District Counsel or the Underwriter or its counsel, and the District and the Underwriter make no representation or warranty concerning the accuracy or completeness of such information. The Developer makes no representation or warranty as to the accuracy or completeness of information contained herein which has been furnished by any other party to the transactions contemplated hereby.

SUITABILITY FOR INVESTMENT

While the Series 2021 Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter has determined that the Series 2021 Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2021 Bonds only to, "accredited investors," within the meaning of Chapter 517, Florida Statutes, and the rules promulgated thereunder ("Accredited Investors"). However, the limitation of the initial offering to Accredited Investors does not denote restrictions on transfers in any secondary market for the Series 2021 Bonds. Prospective investors in the Series 2021 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2021 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Investment in the Series 2021 Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum. Additional information will be made available to each prospective investor, and the opportunity to ask questions of the staff of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2021 Bonds. Prospective investors are encouraged to request such additional information and ask such questions. Such requests should be directed to:

Brett Sealy
MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789
Phone: (407) 808-0685

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THE DISTRICT

General

The District was established pursuant to the Ordinance. The District is an independent local unit of special purpose government created in accordance with the Act. As originally established, the District encompassed approximately 887 acres of land located in St. Johns County, Florida (the "County"). On August 26, 2019, the District filed a petition with the County to add approximately 96.96 acres of land and contract approximately 0.02 acres of land from the District's boundary. Ordinance 2019-71, amending the District's boundary, became effective on November 7, 2019. As amended, the District encompasses approximately 984 acres located in the County.

Legal Powers and Authority

The District is an independent unit of local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida (the "State"). The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of a portion of the major infrastructure for community development pursuant to its general law charter.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things, (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities, and basic infrastructure for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and waste-water management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; (iv) conservation areas, mitigation areas, and wildlife habitat; (v) any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District, and (vi) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses, and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessment liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits. These functions are to be performed by general purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens.

Board of Supervisors

The Act provides that a five-member Board of Supervisors (the “Board”) serves as the governing body of the District. Members of the Board (the “Supervisors”) must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Ordinance. Within 90 days after formation of the District, an election was held pursuant to which new Supervisors were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

At the initial election held within 90 days after formation of the District, the landowners in the District elected two Supervisors to four-year terms and three Supervisors to two-year terms. Thereafter, the elections take place every two years, with the first such election being held on the first Tuesday in November, and subsequent elections being held on a date in November established by the Board. Upon the later of six years after the initial appointment of Supervisors and the year when the District next attains at least 250 qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, and each are elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, prior to the exercise of such power, it shall call an election at which all Supervisors shall be elected by qualified electors in the District. Elections subsequent to such decision shall be held in a manner such that the Supervisors will serve four-year terms with staggered expiration dates in the manner set forth in the Act.

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner.

The current members of the Board and their respective term expiration dates are set forth below.*

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Jacob O’Keefe ⁺	Chair	November 2022
D.J. Smith ⁺	Vice Chair	November 2024
Chris Henderson ⁺	Assistant Secretary	November 2022
Jason Thomas ⁺	Assistant Secretary	November 2024

* There is currently one vacancy on the Board.

⁺ Affiliated with the Developer.

A majority of the members of the Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number. All meetings of the Board are open to the public under Florida's open meeting or "Sunshine" law.

District Manager and Other Consultants

The Act authorizes the Board to hire a District Manager as the chief administrative official of the District. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for (i) preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, (ii) maintaining and operating the equipment owned by the District, and (iii) performing such other duties as may be prescribed by the Board.

The District has hired Governmental Management Services, LLC (the "District Manager") to serve as District Manager. The District Manager's office is located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 and its telephone number is (904) 940-5850.

The District Manager's typical responsibilities can briefly be summarized as overseeing directly and coordinating the planning, financing, purchasing, staffing, reporting and serving as governmental liaison for the District. The District Manager's responsibilities include, among other things, requisitioning moneys to pay construction contracts and the related accounting and reporting that is required by the Indenture.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as Bond Counsel; Hopping Green & Sams, P.A., Tallahassee, Florida, as District Counsel; Prosser, Inc., Jacksonville, Florida, as District Engineer; and Governmental Management Services, LLC, St. Augustine, Florida, as Methodology Consultant (the "Methodology Consultant") to prepare the Assessment Reports for the Series 2021 Bonds. Governmental Management Services, LLC has not been engaged to provide advice regarding the structuring or pricing of the Series 2021 Bonds.

Prior District Indebtedness

In May of 2020, the District issued the Series 2020 Bonds to acquire a portion of the District's capital improvement plan in the estimated amount of \$6.4 million. The Series 2020 Bonds were sized to correspond with the Series 2020 Assessments allocable to 470 residential units originally planned within Phases 1, 2 and 3 of WaterSong and forty (40) units within Parcel 17-1 within the District. Based upon the anticipated order of development, lot sales/land sales and platting, the Series 2020 Assessments are now anticipated to be fully allocated within Phase 1, Subphase 2A and a portion of the Subphase 2B lots within WaterSong as well as Parcels 16-1, 17-1, 17-2 and 47-1 which in aggregate are planned to include 460 residential lots. Development completion and platting of 173 of the 460 residential units within the Series 2020 Assessment Area is complete with an additional 233 units to be assigned the Series 2020 Assessments upon lot development or bulk land sale as it relates to Parcel 47-1 by the end of the fourth quarter of 2021.

At the time of issuance of the Series 2021 Bonds and until such time as the Series 2020 Assessments have been fully allocated to platted units, the Series 2020 Assessments and the Series 2021 Assessments will overlap on the remaining gross acreage in the District until the Series 2020 Assessments securing the Series 2020 Bonds have been fully allocated to platted units.

THE CAPITAL IMPROVEMENT PLAN AND THE PROJECT

The District Engineer has prepared the Master Improvement Plan Report, as amended, dated October 9, 2019 (the “Master Engineer’s Report”) describing the capital improvement plan for the District (the “CIP”) which is estimated to cost approximately \$32.5 million and includes master drainage and stormwater management, transportation, landscaping and recreational amenities. Enumeration of the costs of the CIP are provided in the table below.

Infrastructure	Total
Drainage and Stormwater Management	\$3,770,358
Transportation	\$14,315,654
Landscaping	\$1,150,000
Recreation	\$13,311,250
TOTAL	\$32,547,262

The District Engineer has broken out costs into three (3) components: (i) the Series 2020 Project totaling \$11.0 million and including the construction of Keystone Corners Boulevard and the RiverClub Clubhouse (the “Series 2020 Project”); (ii) the Series 2021 Project totaling approximately \$4.4 million and consisting of parcel infrastructure improvements for Parcels 16, 17, 19 (Phase 1) and WaterSong within the District, certain neighborhood pocket parks and landscaping along Longleaf Pine Parkway (the “Series 2021 Project”); and (iii) the cost to complete the remainder of the CIP. Detailed information concerning the Series 2020 Project and the Series 2021 Project are contained within the Engineer’s Report Series 2021 Bonds dated March __, 2021 (the “Supplemental Engineer’s Report” and together with the Master Engineer’s Report, the “Engineer’s Reports”). The Engineer’s Reports are attached hereto as APPENDIX A. A summary of the estimated costs of the Series 2020 Project and the Series 2021 Project is set forth in the table below.

Infrastructure	Series 2020 Project	Series 2021 Project	Remaining Cost to Complete CIP
Drainage and Stormwater Management	\$0	\$2,244,902	\$1,525,456
Transportation	\$3,965,654	\$0	\$10,350,000
Landscaping	\$0	\$1,150,000	\$0
Recreation	<u>\$7,000,000</u>	<u>\$1,049,375</u>	<u>\$5,261,875</u>
Total	\$10,965,654	\$4,444,277	\$17,137,331

As more fully discussed “THE DEVELOPMENT – District Infrastructure/Finance Plan,” the Developer estimates it has expended approximately \$27.8 million in development related expenditures to date including \$11.0 million towards the completion of the Series 2020 Project and \$2.4 million towards the Series 2021 Project. The District previously issued its Series 2020 Bonds to acquire a portion of the Series 2020 Project in the approximate amount of \$6.4 million. Proceeds of the Series 2021 Bonds will be used to acquire the remaining portion of the Series 2020 Project in the estimated amount of \$4.5 million and acquire and/or construct a portion of the Series 2021 Project in the approximately \$4.2 million (collectively, the “Project”).

The District currently intends to issue one (1) additional Series of Bonds to fund additional portions of the CIP in the estimated amount of \$4.8 million. The remainder of the CIP not funded with proceeds of the Series 2021 Bonds or a future Series of Bonds is anticipated to be funded with equity contributions from

the Developer. The Developer previously entered into a Completion Agreement whereby the Developer agreed to complete any portions of the CIP not funded with proceeds of the Series 2020 Bonds or Series 2021 Bonds. The District cannot make any representation that the Developer will have sufficient funds to complete the CIP.

ASSESSMENT METHODOLOGY

The District's Methodology Consultant has prepared the Revised – Master Special Assessment Methodology Report (the "Master Report") and the Supplemental Special Assessment Methodology Report (the "Supplemental Report, and, together with the Master Report, the "Assessment Reports") attached hereto as APPENDIX B. The Assessments Reports provide a methodology to allocate the total benefit derived from the CIP to each of the land uses planned in the District on a fully financed basis. Initially, the special assessments are allocated on an equal acreage basis to the lands comprising the District. Pursuant to the allocation methodology set forth in the Assessment Reports, special assessments are then assigned from a per acre amount to a per unit amount upon the sale of property with specific entitlements transferred thereto or platting.

The District previously issued its Series 2020 Bonds to acquire a portion of the CIP in the estimated amount of \$6.4 million. The Series 2020 Bonds were sized to correspond with the special assessments allocable to 470 residential units originally planned within Phases 1, 2 and 3 of WaterSong and forty (40) units within Parcel 17-1 within the District. Based upon the anticipated order of development, lot sales/land sales and platting, the Series 2020 Assessments are now anticipated to be fully allocated within Phase 1, Subphase 2A and a portion of the Subphase 2B lots within WaterSong as well as Parcels 16-1, 17-1, 17-2 and 47-1 which in aggregate are planned to include 460 residential lots (the "Series 2020 Assessment Area"). Development completion and platting of 173 of the 460 residential units within the Series 2020 Assessment Area is complete with an additional 233 units to be assigned the Series 2020 Assessments upon lot development or bulk land sale as it relates to Parcel 47-1 by the end of the fourth quarter of 2021. The table below illustrates the planned number of units to be developed in the Series 2020 Assessment Area.

Parcel	# Units
Parcel 16 (Phase 1)	32
Parcel 17 (Phase 1)	40
Parcel 17 (Phase 2)	42
Parcel 47 (Phase 1)	106
WaterSong Phase 1	133
WaterSong Phase 2A	85
WaterSong Phase 2B	22
Total	460

Initially, the Series 2021 Assessments levied in connection with the Series 2021 Bonds will be levied on an equal acreage basis on all assessable unsold and unplatted lands consisting of **IX** acres within the District (the "Series 2021 Assessment Area"). As such acreage is sold or developed and platted, the Series 2021 Assessments will be allocated on a per unit basis to the parcels that are platted, following the assignment of the full principal amount of the Series 2020 Assessments to platted lots which is expected to occur upon the platting of the 460th unit. Based upon the anticipated order of development, lot sales/land sales and platting, the Series 2021 Assessments are ultimately expected to be assigned on a per unit basis within a portion of Subphase 2B in addition to Phases 3 and 4 within WaterSong and Parcels 47-2 and 19-1

which in the aggregate are planned to include 649 residential lots. The table below illustrates the planned number of units to be developed in the Series 2021 Assessment Area.

Parcel	# Units
Parcel 47 (Phase 2)	108
Parcel 19 (Phase 1)	100
WaterSong Phase 2B	48
WaterSong Phase 3A	111
WaterSong Phase 3B	114
WaterSong Phase 4A	86
WaterSong Phase 4B	82
Total	649

At the time of issuance of the Series 2021 Bonds and until such time as the Series 2020 Assessments have been fully allocated to platted units, the Series 2020 Assessments and the Series 2021 Assessments will overlap on the remaining gross acreage in the District until the Series 2020 Assessments securing the Series 2020 Bonds have been fully allocated to platted units.

The table below illustrates the estimated principal and annual debt service assessments per unit for the various product types planned within the Series 2021 Assessment Area that will be levied in conjunction with the issuance of the Series 2021 Bonds.

Product Type	Estimated Series 2021 Assessments Total Principal Per Unit	Estimated Series 2021 Assessments Annual Debt Service Per Unit*
Townhomes	\$12,088	\$744
Single-Family 35'	\$11,308	\$696
Single-Family 40'	\$14,622	\$900
Single-Family 45'	\$14,622	\$900
Single-Family 50'	\$17,937	\$1,104
Single-Family 55'	\$17,937	\$1,104

* Includes certain collection costs and early payment discounts, which are subject to change.

THE DEVELOPMENT

The following information appearing under the captions "THE DEVELOPMENT" and "THE DEVELOPER" has been furnished by the Developer for inclusion in this Limited Offering Memorandum as a means for the prospective purchasers of the Series 2021 Bonds to understand the anticipated development plan and risks associated with the Development and the provision of infrastructure to the real property within the District. Although believed to be reliable, such information has not been independently verified by the District or its counsel, the Underwriter or its counsel, or Bond Counsel, and no person other than the Developer, subject to certain qualifications and limitations, makes any representation or warranty as to the accuracy or completeness of such information. At the time of the issuance of the Series 2021 Bonds, the Developer will represent in writing that the information herein under the captions "THE DEVELOPMENT," "THE DEVELOPER," "LITIGATION - The Developer" and "CONTINUING DISCLOSURE – Continuing Compliance – The Developer" (as it relates to the Developer) does not contain any untrue statement of a material fact and does not omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

The Developer's obligation to pay the Series 2021 Assessments is limited solely to the obligation of any landowner within the District. The Developer is not a guarantor of payment on any property within the District and the recourse for the Developer's failure to pay or otherwise comply with its obligations to the District is limited to its ownership interest in the land subject to the Series 2021 Assessments. See "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS" herein.

General

RiverTown (the "Development") is an approximately 4,170 acre master-planned community located along the St. Johns River in the northwest portion of the County approximately thirty (30) miles south of downtown Jacksonville and twenty-five (25) miles northwest of historic St. Augustine. Direct access to the Development is provided through two (2) points of entry off of County Road 244 (Longleaf Pine Parkway) with the farthest north of the entrances located approximately ten (10) miles west of Interstate 95 via County Road 210 functioning as the main entrance. A third entrance is located adjacent to the St. Johns River off of State Road 13.

The Jacksonville International Airport is approximately forty-three (43) miles north of the community via Interstate 295 and the St. Augustine and St. Johns County Airport, a general aviation airport, is approximately twenty-three (23) miles southeast of the community. The Orlando International Airport can be reached in approximately two (2) hours.

The Development is centrally located to recreational opportunities, shopping and restaurants. A Publix grocery store is located approximately seven (7) miles east of the Development off of County Road 210. A Whole Foods is located approximately eleven (11) miles north of the Development via State Road 13. Baptist Medical Center South and Nemours Children's Specialty Care are located approximately seventeen (17) miles northwest of the Development via County Road 210 to Interstate 95. The St. Johns Town Center, a two (2) million square foot lifestyle center, is located approximately twenty-three (23) miles northeast of the community at the intersection of Interstate 295 and Butler Boulevard. The Avenues Mall, a multi-level shopping center offering more than one (1) million square feet of enclosed retail shopping located at the merger of U.S. Highway 1 and Southside Boulevard in south Jacksonville, is approximately seventeen (17) miles from RiverTown. Finally, a new approximately 700,000 square foot retail center known as Durbin Pavilion is located approximately ten (10) miles northeast of the community on the west side of Interstate 95 and opened in mid-2019.

RiverTown is a single interrelated community consisting of approximately 4,170 acres with several distinct neighborhoods planned to include 4,500 residential units and commercial and retail uses. RiverTown currently has eight (8) distinct neighborhoods capturing various demographics with marketing efforts targeting first-time buyers and move-up families, as well as the empty-nester and second home segments. According to RCLCO (a real estate consulting firm), RiverTown ranked within the top fifty best-selling master planned communities in the United States in 2020 having sold 451 homes within the year. More information on the Development can be found by visiting www.rivertownflorida.com.

Three (3) community development districts have been established for the acreage within the Development as described in more detail below. The boundaries for each district are depicted in Exhibit 2 of the Engineer's Reports.

District I (River's Edge CDD I) encompasses 1,677 acres within the Development and is considered the "central core" of the Development extending along Orange Branch Trail from County Road 244

(Longleaf Pine Parkway) to the St. Johns River. The centerpiece of the Development is “Riverfront Park,” an approximately 50-acre passive use public park located within the boundaries of District I. It contains approximately one-half mile of frontage on the St. Johns River adjacent to the Hallows Cove conservation area, which provides protection for another one-half mile of river frontage. All residents in RiverTown will have access to the extensive amenities located within District I including the approximately 7,200 square foot RiverHouse complex offering a state-of-the-art fitness center and social gathering areas. The District I lands are planned to include 1,553 residential lots. As of February 15, 2021, horizontal development has been completed on approximately 1,389 of the planned 1,553 residential lots of which 1,362 homes have been sold to end-users.

District II (River’s Edge CDD II and referred to herein as the “District”) encompasses 984 acres located to the east of District I along the eastern boundary of the Development and is planned to include 1,432 residential units within multiple residential subdivisions including RiverTown’s age-restricted neighborhood marketed as “WaterSong.” Development activities in the District have commenced, including development in two (2) distinct residential neighborhoods: (i) HighPointe neighborhood, planned for 82 single-family homes and (ii) Mattamy Homes’ WaterSong neighborhood planned for 762 age-restricted homes. Further, all residents in RiverTown have access to the 5,100 square foot RiverClub Clubhouse with a resort-style pool, café and gaming room located within the District.

District III (River’s Edge CDD III) encompasses 989 acres located along the western border of the Development to the west of District I and is planned to include 1,559 residential units. Development activities within District III commenced in the first quarter of 2020.

Land Acquisition/Development Financing

The Developer acquired approximately 4,000 acres of the 4,170 acres in the Development, as well as the collateral development rights, in a bulk land purchase from the St. Joe Company, a Florida corporation (“St. Joe Company”) on April 19, 2014 (the “Purchase Date”) for a purchase price of \$43,600,000 (the “Purchase Price”). Currently, there are no mortgages on the lands in the Development owned by the Developer.

St. Joe Company previously entered into an impact fee agreement (the “Impact Fee Agreement”) with the County dated May 31, 2007, pursuant to which certain road and park impact fee credits were granted to St. Joe Company for undertaking the construction of certain transportation and recreational improvements and/or contributions required by the RiverTown Development of Regional Impact (“RiverTown DRI”), as described further herein. In exchange for designing, permitting, constructing and/or contribution of such transportation and park improvements, the County provided St. Joe Company with \$42.7 million in road impact fee credits and \$11.7 million in park impact fee credits (collectively, the “Impact Fee Credits”).

Pursuant to the Impact Fee Agreement, St. Joe Company could assign, transfer, sell or convey all or part of its Impact Fee Credits. As such, in addition to the Purchase Price, on the fifth (5th) anniversary of the Purchase Date, the Developer was required to purchase Impact Fee Credits for all remaining residential development rights for which fees had not yet been paid. The Developer estimates it purchased a total of \$20.37 million of Impact Fee Credits from St. Joe Company and has no outstanding contractual obligations to St. Joe Company.

Since its acquisition of a portion of the lands constituting the Development on the Purchase Date, the Developer estimates it has invested approximately \$152.2 million, inclusive of bond proceeds, in the Development towards land acquisition (including the required purchase of Impact Fee Credits) and development expenditures, as depicted in the table below.

Expenditure	District I Amount (in millions)	District Amount (in millions)	District III Amount (in millions)	Total Amount (in millions)
Land Acquisition*	\$64.0	-	0	\$64.0
Master Infrastructure	13.1	\$6.3	\$4.2	23.6
Lot Development	33.3	14.5	\$1.8	49.6
Recreational Facilities	-	7.0	0	7.0
Welcome Center	5.1	-	0	5.1
Model Home Park	2.9	-	0	2.9
Total	\$118.4	\$27.8	\$6.0	\$152.2

* Includes the Purchase Price for the approximately 4,000 acres included within the boundaries of the District, District I and District III, and the required purchase of Impact Fee Credits.

As it relates to the District, the Developer estimates it has expended approximately \$27.8 million in development-related expenditures to-date, including \$13.3 million towards the CIP and \$14.5 million towards other development costs not included within the CIP including, without limitation, certain lot development costs and associated professional fees.

As previously mentioned, the District previously issued its Series 2020 Bonds to acquire a portion of the CIP in the approximate amount of \$6.4 million. The Series 2020 Bonds are anticipated to ultimately be secured by special assessments allocated to Phase 1, Subphase 2A and a portion of the Subphase 2B lots within WaterSong as well as Parcels 16-1, 17-1, 17-2 and 47-1 which in aggregate are planned to include 460 residential lots.

It is currently anticipated that the proceeds of the Series 2021 Bonds will be used to acquire/construct additional portions of the CIP in the estimated amount of \$8.0 million. As described further herein under the subheading “– Assessment Areas,” the Series 2021 Bonds are anticipated to ultimately be secured by the Series 2021 Assessments levied on the remaining lots planned within Subphase 2B in addition to Phases 3 and 4 within WaterSong and Parcels 47-2 and 19-1 which in aggregate are planned to include 649 residential lots.

The District currently intends to issue one (1) additional Series of Bonds to fund additional portions of the CIP in the estimated amount of \$4.8 million. The remainder of the CIP not funded with proceeds of the Series 2021 Bonds or a future Series of Bonds is anticipated to be funded with equity contributions from the Developer.

Entitlements/Land Use

The Development consisting of approximately 4,170 acres is wholly contained within the boundaries of the RiverTown Development of Regional Impact (“RiverTown DRI”). The development order governing the RiverTown DRI (the “RiverTown DO”) was originally approved in February of 2004 and has since been amended via a series of notices of proposed change (each an “NOPC”).

The RiverTown DO, as amended, provides for the development of up to 4,500 dwelling units consisting of 3,700 single family units and 800 multifamily units, 100,000 square feet of office uses, 100,000 square feet of light industrial uses, 300,000 square feet of retail/commercial/services uses, an eighteen-hole golf course, 1,369 acres of recreation/open space (including, but not limited to, neighborhood parks, a 100 acre community park and a fifty-eight (58) acre Riverfront Park), churches, two (2) elementary schools, a middle school, and civic uses. The RiverTown DO stipulates that the RiverTown DO shall be developed in two (2) phases as illustrated in the table below.

Land Use	Phase I (2005 - 2031)	Phase II (2031 - 2036)	Total
Residential			
Single-Family	2,200	1,500	3,700
Multi-Family	400	400	800
Total	2,600	1,900	4,500
Mixed Use			
Retail	50,000	250,000	300,000
Office	50,000	50,000	100,000
Light Industrial	50,000	50,000	100,000
Total	150,000	350,000	500,000
Schools			
Elementary	15 acres	15 acres	30 acres
Middle School	25 acres	-	25 acres
Parks			
Community and Neighborhood	126 acres	60 acres	186 acres
Riverfront Park	58 acres	-	58 acres
Recreational	Golf Course		

The Developer may elect to accelerate the beginning date of Phase 2 so long as all RiverTown DO conditions and mitigation requirements for such phase have been met. The RiverTown DO currently has a buildout of September 2, 2034 and an expiration date of December 25, 2040 (as these dates have been extended by several emergency declarations). The RiverTown DRI will not be subject to down zoning, unit density reduction or intensity reduction before December 25, 2040. The Developer may increase certain land uses and simultaneously decrease other land uses without filing an NOPC provided such changes are consistent with the equivalency matrix. However, the cumulative total of residential units cannot exceed 4,950 dwelling units.

The RiverTown DO sets forth conditions related to certain items including, without limitation (i) transportation; (ii) air, soil and water quality; (iii) vegetation, wildlife and wetlands; (iv) water, wastewater and stormwater management; and (v) affordable housing. Currently, all aspects of the RiverTown DO governing the RiverTown DRI are in compliance. Below is a summary of certain of the aforementioned conditions:

Environmental Resource Impacts

- A wildlife study revealed two (2) active bald eagle nests within the Development for which primary and secondary nest protection zones have been established.
- A wildlife study revealed areas of gopher tortoise habitats within the Development for which the Developer has obtained an incidental take permit from the U.S. Fish and Wildlife Service for gopher tortoise mitigation of 62.89 acres.
- Approximately 1,125 acres of 1,250 acres of jurisdictional wetlands on-site will be protected by conservation easements.
- A maximum of thirty-five (35) docks will be permitted within the RiverTown DRI along the St. Johns River.

Transportation Mitigation

The Developer will contribute \$35,460,050 in funded transportation improvements to offset the impacts the RiverTown development has to the regional transportation system, as detailed below.

- RiverTown Parkway: Construct a two-lane undivided urban section roadway of County Road 244 from County Road 210 to Greenbriar Road and cause to be conveyed or dedicated by plat to the County a 130-foot-wide right-of-way sufficient for a four-lane divided urban section from County Road 210 to Greenbriar Road. This improvement will commence prior to issuance of building permits for vertical construction within RiverTown. *[Complete.]*
- Convey or dedicate by plat to the County a 130-foot-wide right-of-way sufficient for a four-lane divided urban section of County Road 223 from County Road 210 to Longleaf Pine Parkway. The Developer will pay for and/or cause the construction of County Road 223, a four-lane divided urban section roadway within the 130-foot-wide right-of-way to be commenced prior to approval of a final plat or building permit, whichever occurs first, for more than 2,392 units in Phase 1 (>92%). Construction shall be completed upon the earlier of two (2) years of commencement or prior to the first plat or building permit approval for Phase 2 of RiverTown. *[Construction of a portion of County Road 223 has been completed. Commencement on the remaining portion is not required at this time; however, the Developer projects that the remaining construction of County Road 223 will commence in June 2022 and take approximately twelve (12) months to complete.]*
- Prior to issuance of building permits for vertical construction within Phase 2 of RiverTown the Developer will contribute \$3,952,511 to be paid to the County. *[Complete.]*

Affordable Housing

- The Developer shall provide for 150 affordable housing units with construction of at least seventy-five (75) affordable housing units to commence during Phase 1 and the balance being constructed prior to build out.

- The Developer will contribute \$400,000 to be used by the County to provide funds for purpose of down payment assistance to be used for purchases of homes within a ten (10) to twenty (20) mile commute from the boundary of the RiverTown DRI.

Library

- The Developer will convey three (3) acres for a library site and such location shall be identified prior to commencement of Phase 2.

Fire station

- Two (2) acres will be reserved for a fire station site within RiverTown with close proximity to the mixed-use areas adjacent to the RiverTown Parkway.

Education

- Two (2) elementary school sites and one (1) middle school site in the RiverTown DRI is required. *[The Developer has dedicated a parcel of land for one (1) school site to the County School Board (as hereinafter defined).]*

Recreation

- The Developer will provide a fifty-eight (58) acre Riverfront Park, eighty-six (86) acres of neighborhood parks, and a 100-acre community park. Riverfront Park within RiverTown is complete. The community park improvements which include at a minimum four (4) baseball fields, four (4) multi-use fields, concession facility and picnic areas is also complete.

A portion of the lands comprising the Development received zoning approval from the County as a planned unit development (the “RiverTown PUD”). The RiverTown PUD is completely within the boundaries of the RiverTown DRI and consists of 4,010 acres. The balance of the approximately 160 acres within the Development is located outside of the RiverTown PUD and is within the RiverTown PRD Reserve Area which will in part be developed as a County park in conjunction with the RiverTown DRI and RiverTown PUD. Consistent with the RiverTown DRI, the RiverTown PUD provides for the development of up to 4,500 dwelling units consisting of 3,700 single family units and 800 multifamily units, 100,000 square feet of office uses, 100,000 square feet of light industrial uses, 300,000 square feet of retail/commercial/services uses, an eighteen-hole golf course, 1,369 acres of recreation/open space (including, but not limited to, neighborhood parks, a 100-acre community park and a fifty-eight (58) acre Riverfront Park), churches, two (2) elementary schools, a middle school and civic uses. The RiverTown PUD provides for an incremental master development plan to be submitted and reviewed by the County detailing development criteria for each development area and further demonstrating compliance with all sections of the RiverTown PUD.

Environmental Conditions

The Development lands were subject to a Phase I Environmental Site Assessment Report (“Phase I Report”) prepared by AMEC Environmental & Infrastructure, Inc. dated February 28, 2014. The Phase I Report found no evidence of recognized environmental conditions within the Development lands. The Phase I Report recommended that the Developer consult with the United States Army Corps of Engineers

("Corps") regarding the existence of potential unexploded ordinance from the former Switzerland Naval Outer Landing Field site located north of the Development lands (the "Range Site"). The Developer has not performed a Corps consultation regarding the Range Site. The Range Site was subject to a Site Inspection Report Switzerland Bomb Target St. Johns County, Florida prepared by Parsons dated September 2008 (the "Bomb Site Report"). The Bomb Site Report found no munitions or explosives of concern outside of the target center located in the middle of the Range Site.

In July 2019, Environmental Services, Inc. ("ESI") completed a Phase I Environmental Site Assessment (the "WaterSong Phase I ESA") of an approximate 0.02-acre parcel of land located within the WaterSong development (see, "THE DEVELOPMENT – Development Plan/Status"). The assessment was completed for a proposed JEA lift station development plan. ESI completed the WaterSong Phase I ESA to identify recognized environmental conditions in connection with the property. A review of current and past uses of the property and adjoining/nearby properties, a review of environmental record sources and file records, the results of property owner interviews, and the results of the site and vicinity reconnaissance all revealed no recognized environmental conditions in connection with the property.

Permitting

Certain project-wide environmental and transportation permits and approvals, including those issued by the Corps, the St. Johns River Water Management District, the County, the Florida Department of Environmental Protection and the Florida Department of Transportation, have been received.

As previously noted, the RiverTown PUD provides for an incremental master development plan ("MDP") to be submitted and reviewed by the County detailing development criteria for each parcel and further demonstrating compliance with all sections of the RiverTown PUD.

Upon issuance of the Series 2021 Bonds, the District Engineer will certify that any permits and approvals necessary to construct the CIP that have not previously been obtained are expected to be obtained in the ordinary course of business.

Development Plan/Status

The Development is planned for approximately 4,500 single-family and townhome residential units, as allowed under the RiverTown DO and RiverTown PUD, as well as 300,000 square feet of commercial space, 100,000 square feet of office space, and 100,000 square feet of light industrial space. As previously described under the sections "THE DISTRICT" and "THE DEVELOPMENT – General," the lands comprising the Development are included within the boundaries of three (3) community development districts, including the District.

It is presently anticipated that the District will include a total of 1,432 residential units. As illustrated in the table below, the current development plan for the District includes (i) WaterSong, an active adult neighborhood being developed by the Developer, and (ii) several RiverTown neighborhoods which will include, (a) parcels that the Developer will develop for home construction thereon, (b) parcels that the Developer will develop for sale of single-family lots to third-party homebuilders, and (c) undeveloped parcels for sale to third-party developers/homebuilders with specific entitlements assigned thereto. The table below illustrates the currently expected development plan.

	WaterSong (active adult)					RiverTown Neighborhoods										
	Mattamy Homes					Mattamy Homes					Developed Lots For Sale		Undeveloped Land Under Contract			
Product Type	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Parcel 16	Parcel 19-1	Parcel 19-2	Parcel 19-3	Parcel 48	Parcel 17-1	Parcel 17-2	Parcel 47-1	Parcel 47-2	Total	
TH							100	100	100				34	30	364	
SF 30'-39'	24	42	50	44	12										172	
SF 40'-49'	78	46	107	62	49								31	42	415	
SF 50'-59'	31	67	68	62	20								41	36	325	
SF 60'-69'															0	
SF 70'-79'						23				22	21	20			86	
SF 80'+						9				22	19	22			72	
TOTAL	133	155	225	168	81	32	100	100	100	44	40	42	106	108	1,434	

As previously mentioned herein, the Series 2020 Assessment Area, as it relates to the Series 2020 Bonds, is anticipated to include Phase 1, Subphase 2A and a portion of the Subphase 2B lots within WaterSong in addition to Parcels 16-1, 17-1, 17-2 and 47-1 which in aggregate are planned to include 460 lots. It is anticipated that the Series 2021 Assessment Area, as it relates to the Series 2021 Bonds, will ultimately include the remaining lots planned within Subphase 2B in addition to Phases 3 and 4 within WaterSong and Parcels 47-2 and 19-1 which in aggregate are planned to include 649 residential lots.

Master Infrastructure:

The Developer has engineered, permitted, designed and constructed Keystone Corners Boulevard extending west from the existing Longleaf Pine Parkway to Orange Branch Trail and providing a secondary access point into the District. Landscaping on Longleaf Pine Parkway is nearing completion with completion anticipated in the second quarter of 2021. Further, construction on the RiverClub, a state-of-the-art amenity center located directly on the St. Johns River, was completed and opened in March 2018. The RiverClub features a new 5,100-square-foot clubhouse and a luxurious pool with sweeping views of the St. Johns River.

Neighborhood Infrastructure:

Below is a description of the development status and anticipated product offerings in the Series 2020 Assessment Area and the Series 2021 Assessment Area.

Mattamy Home's WaterSong active-adult neighborhood is planned to be developed in five (5) phases with subphases therein for the development of approximately 762 residential units. Development within Phase 1 of WaterSong is complete and includes 133 platted residential lots. Development activities within Phase 2 of WaterSong, which is planned for 155 residential lots, is currently underway with completion of the initial eighty-five (85) lots anticipated to occur in the second quarter of 2021 and the remaining seventy (70) lots anticipated to be complete by the second quarter of 2022. Earthwork on Phase 3 of WaterSong, planned for 225 residential lots, is anticipated to commence in the first quarter of 2022. Construction on Subphase 4A of WaterSong, planned for eighty-six (86) residential lots, is currently anticipated to commence in the first quarter of 2024 with platting of such lots anticipated to occur in the first quarter of 2025. Development activities in Subphase 4B of WaterSong is anticipated to commence in the fourth quarter of 2024 with completion anticipated soon thereafter in the third quarter of 2025. The timing for development of Phase 5 of WaterSong will be driven by market demand. Homesites are situated on 35' to 55' lots with homes ranging in size from 1,431 to 2,554 square feet and with prices starting in the

mid \$200s. Home sales in WaterSong commenced in October 2019. As of February 15, 2021, the Developer had sold 109 homes to retail buyers, of which fifty-two (52) homes have been closed.

HighPointe at RiverTown, Parcels 17-1 and 17-2, planned for eight-two (82) residential units, currently features two (2) luxury builders, Mastercraft Builder Group, LLC, a Florida limited liability company (“Mastercraft”) and Tidewater Homes, a Florida limited liability company (“Tidewater”). Horizontal development on Parcel 17-1 is complete and all forty (40) lots planned within such parcel have been platted. Development activities on Parcel 17-2, planned for forty-two (42) residential lots, commenced in the fourth quarter of 2020 and is anticipated to be complete in the third quarter of 2021. Homesites are situated on 70’ to 80’ lots with homes ranging in size from 2,496 to 4,305 square feet and with prices starting in the low \$500s. As of February 15, 2021, approximately twenty-four (24) homes had been sold to retail buyers.

As detailed further herein under the subheading “THE DEVELOPMENT – Builder Contracts,” the Developer is currently under contract for the sale of Parcels 47-1 and 47-2, planned for 214 residential lots, with Toll Bros, Inc., a Pennsylvania corporation (“Toll Brothers”). It is anticipated that Toll Brothers will commence horizontal development activities on Parcel 47-1, planned for 106 residential units, in the third quarter of 2021 with completion estimated in the third quarter of 2022. Construction on Parcel 47-2 is anticipated to commence in the fourth quarter of 2022 with completion anticipated in the fourth quarter of 2023.

Parcel 16 and Parcel 19-1, planned for 332 residential lots, will be developed by the Developer for subsequent home construction thereon. Development activities commenced in Parcel 16, planned for thirty-two (32) residential lots, in the fourth quarter of 2020 with completion expected in the fourth quarter of 2021. Parcel 19 is anticipated to be developed in three (3) phases and is planned for 300 townhome units. The initial phase of development within Parcel 19 is anticipated to commence in the second quarter of 2022 with each subsequent phase scheduled to commence two (2) years thereafter.

Builder Contracts

As previously discussed herein, it is the intent of the Developer to sell certain tracts as undeveloped tracts of land to developers/homebuilders for them to develop such tracts into finished lots for home construction thereon, certain tracts as finished lots for subsequent sale to builders for home construction thereon and certain tracts will be developed by the Developer into finished lots for home construction thereon by the Developer. To date, the Developer has entered into purchase and sale contracts for the sale of three (3) residential tracts, planned for 296 residential units, within the District. The remaining 1,136 residential units planned within the Series 2021 Assessment Area will be developed into finished lots by the Developer for subsequent home construction thereon.

The narratives below, provides a summary of the contract activity within the District as well as the biographies of the various contract purchasers which information has been obtained from their respective websites. While the terms of the purchase and sale contracts are subject to change until closing, the Developer does not anticipate any changes to the terms of the purchase and sales contracts that will significantly impact the sale of such lands.

Finished Lot Sales:

Parcel 17

The Developer has entered into builder contracts with Mastercraft and Tidewater for the purchase of the eighty-two (82) finished lots within Parcel 17. Both contracts have substantially similar provisions concerning the purchase prices and takedown of lots. The builders are required to purchase lots in three (3) takedowns. The purchase price for a single-family 70' lot is \$112,000 and \$128,000 for a single-family 80' lot. Each contract required an initial deposit of \$50,000 followed by an additional deposit of \$200,000 which have been provided and are non-refundable. Forty (40) lots have been taken down to date with the final closing on the remaining forty-two (42) lots set to occur on November 3, 2021. \$62,500 of the total deposit under each contract was credited to each respective second closing with the balance ultimately to be credited against the purchase price at the final closing.

MasterCraft Builder Group was founded by Andy Chambers and Chris Shee, who combined have more than forty (40) years of experience in the home building industry. A shared passion for building quality homes matched with the desire to provide customers with exceptional service has propelled MasterCraft to grow to be one of the premier home builders in Northeast Florida, specifically in the Jacksonville, St. Augustine and St. Johns County areas. MasterCraft was recognized as the 2012 Builder of the Year by the Northeast Florida Builder Association (NEFBA).

Tidewater Homes was established in 2014 by three (3) natives of Jacksonville, Florida who combined have over fifty (50) years of knowledge and experience in the home building and construction industries. Tidewater is actively building within two (2) RiverTown neighborhoods - Riverside at RiverTown and HighPointe at RiverTown. Other projects include RiverStory, located along the St. Johns River.

Undeveloped Land Sales

Parcels 47-1 and 47-2

On July 29, 2020, Toll Brothers entered into a purchase and sale contract (the "Toll Brothers Contract") with the Developer for the purchase of the lands comprising Parcel 47. Parcel 47 is approximately sixty-four (64) undeveloped acres that are planned for approximately 214 single family residential homes and eight (8) dock rights. Pursuant to the Toll Brothers Contract, the maximum allowable units entitled for such lands is 224 lots. Toll Brothers is required to purchase the land in two (2) takedowns with the first takedown consisting of 33 acres planned for 106 lots and the second takedown consisting of the remaining approximately 31 acres that are planned for 108 residential units. The first takedown is anticipated to occur within fifteen (15) days after the satisfaction of the closing conditions, which includes obtaining written capacity letters from appropriate governmental authorities indicating sufficient capacity and adequate service for water, reclaimed water, sewer, electricity, telephone and cable. However, the first closing at no

time shall extend beyond 365 days from the date of the expiration of the inspection period which ended November 26, 2020. The purchase price for the first takedown is estimated to be \$4,500,000, based on \$39,720 per lot, and is anticipated to occur October 15, 2021. The closing for the second takedown is scheduled for eighteen (18) months after the first closing for a purchase price of \$4,000,000, based on \$39,700 per lot, and is estimated to occur June 15, 2023. An initial \$50,000 deposit was made followed by an additional \$425,000 deposit within five (5) days of delivery of a notice of suitability recognizing the results of the inspection are suitable at which point the deposits became non-refundable. \$175,000 of the total deposit will be credited to the first takedown with the balance credited to the second takedown. Pursuant to the Toll Brothers Contract, if the conditions of closing have not been met, Toll Brothers can (i) waive the conditions to closing or (ii.) terminate the Toll Brothers Contract and receive a refund of \$300,000 of the deposit.

Toll Brothers, a Fortune 500 company, is the nation's leading builder of luxury homes. The company began business fifty (50) years ago in 1967 and became a public company in 1986. The company serves move-up, empty-nester, active-adult, and second-home buyers and operates in twenty-two (22) states. Toll Brothers builds an array of luxury residential single-family detached and attached homes, master planned resort-style golf communities, and urban low-, mid-, and high-rise communities, principally on land it develops and improves. The company operates its own architectural, engineering, mortgage, title, land development and land sale, golf course development and management, home security, and landscape subsidiaries. Toll Brothers is a publicly-traded company the common stock of which is listed on the New York Stock Exchange under the symbol "TOL." Toll Brothers is subject to the informational requirements of the Securities Act, and in accordance therewith files reports, proxy statements, and other information with the Securities and Exchange Commission ("SEC"). The file number for Toll Brothers is No. 001-09186. The registration statement and other SEC filings are available at the SEC's website at <https://www.sec.gov> and at the SEC's Public Reference Room at the SEC's Headquarters, located at 100 F Street, NE, Washington, D.C. 20549. All documents subsequently filed by Toll Brothers pursuant to the requirements of the Securities Act after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

Sales and Projected Absorption

The following table sets forth the Developer's anticipated pace of home, finished lot and undeveloped property closings within the District.

<i>Phase</i>	<i>Closed</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>Total</i>
<i>Series 2020 Assessment Area</i>								
WaterSong Phase 1 (home sales)	52	51	30	0	0	0	0	133
Parcel 17-1 (finished lot sales)	0	40	0	0	0	0	0	40
Parcel 17-2 (finished lot sales)	0	42	0	0	0	0	0	42
WaterSong Phase 2A (home sales)	0	28	57	0	0	0	0	85
WaterSong Phase 2B (home sales)	0	0	22	0	0	0	0	22
Parcel 47-1 (bulk land sale)	0	106	0	0	0	0	0	106
Parcel 16 (home sales)	0	0	32	0	0	0	0	32
Subtotal	52	267	141	0	0	0	0	460

Series 2021 Assessment Area

Parcel 19-1 (home sales)	0	0	0	4	48	48	0	100
Parcel 47-2 (bulk land sale)	0	0	0	108	0	0	0	108
WaterSong Phase 2B (home sales)	0	0	15	33	0	0	0	48
WaterSong Phase 3A (home sales)	0	0	0	47	64	0	0	111
WaterSong Phase 3B (home sales)	0	0	0	0	56	58	0	114
WaterSong Phase 4A (home sales)	0	0	0	0	0	56	30	86
WaterSong Phase 4B (home sales)	0	0	0	0	0	0	82	82
Subtotal	0	0	15	192	168	162	112	649
Total	52	267	156	192	168	162	112	1,109

The projections noted above are based upon estimates and assumptions that are inherently uncertain, though considered reasonable, and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict. As a result, there can be no assurance that such projections will occur or be realized in the time frames anticipated. See “BONDOWNERS’ RISKS” herein.

Residential Product Offering

The following chart is a summary of certain information pertaining to the residential units anticipated to be constructed in the District by product type, which information is subject to change:

Product Type	Lot Size (for SF); Bedrms/Bath (for MF)	Est. Square Footage	Expected Home Price
<u><i>WaterSong Neighborhood</i></u>			
SF 30’-39’	3,600 sq ft	1,500 – 1,600 sq ft	\$255K - \$250K
SF 40’-49’	4,800 sq ft	1,500 – 1,800 sq ft	\$280K - \$310K
SF 50’-59’	5,400 sq ft	1,900 – 2,600 sq ft	\$330K - \$390K
<u><i>RiverTown Neighborhood</i></u>			
Townhomes	3/2	1,200 – 1,700 sq ft	\$180K+
SF 70’-79’	8,400 sq ft	2,700 – 3,500 sq ft	\$440K - \$520K
<u><i>Parcel 17</i></u>			
SF 70’-79’	8,400 sq ft	2,500 – 4,200 sq ft	\$504K - \$592K
SF 80’+	9,600 sq ft	2,900 – 4,000+ sq ft	\$600K +
<u><i>Parcel 47</i></u>			
Townhomes	3/2.5	1,800 – 2,600 sq ft	\$400K - \$500K
SF 40’-49’	4,800 sq ft	2,000 – 2,800 sq ft	\$450K - \$550K
SF 50’-59’	6,000 sq ft	2,400 – 3,200 sq ft	\$500K - \$600K

Marketing

The Developer has incorporated the marketing efforts for the Development into its overall local, regional and state marketing program, which includes, without limitation, internet (including website presence at www.rivertownflorida.com), social media, realtor functions, print and radio ads.

Following the consummation of the acquisition of the Development, the Developer rebranded the Development which included the construction of a new entry feature, Welcome Center and six (6) new decorated model homes in February 2017. The Welcome Center is open daily and there are now sixteen (16) model homes to tour, including five (5) model homes designated for WaterSong. The Welcome Center is a first stop for visitors to the community and is fully staffed, offering information on RiverTown's neighborhoods, home designs, amenities and the community's lifestyle. The Welcome Center and model homes cost approximately \$5.14 million and \$2.92 million, respectively.

Recreational Facilities

In addition to the many recreational opportunities located outside of and nearby the Development, the Developer has designed the amenities to complement an active family lifestyle and the natural beauty of the St. Johns River. This includes parks, recreational amenities, conservation areas and other open space.

Pursuant to an Interlocal agreement among the District, District I and District III, all residents within the Development have access to the recreational amenities other than those for the WaterSong neighborhood which are currently under construction as discussed in more detail herein. A brief description of the main amenities within the Development are set forth below, all of which have been completed and are available to all residents in the Development. Such recreational amenities have been funded by both the Developer and the Districts in the estimated amount of \$25.0 million.

RiverTown Fields is a baseball complex with four (4) diamonds, batting cages, pitching facilities and a concession building.

RiverTown's ball field facility located within District III serves as the second outdoor recreational facility within the Development along the St. Johns River.

Riverfront Park, the centerpiece of the Development, is a passive use public park located within the boundaries of District I. It contains more than one-half mile of frontage on the St. Johns River adjacent to the Hallows Cove conservation area, which provides protection for another one-half mile of river frontage. Riverfront Park encompasses approximately fifty (50) acres of natural areas and canopy trees, walking and jogging trails along the riverfront and throughout the park, a fishing pier, waterfront overlook areas, a kayak launch and a restroom pavilion.

The RiverHouse amenity center, located within District I, includes more than 7,200-square-feet of interior space featuring river view terraces, a state-of-the-art fitness center, indoor and outdoor entertainment areas, a zero-entry recreational pool with corkscrew slide and a junior-sized Olympic lap pool. RiverHouse has three (3) Har-Tru lighted tennis courts and the Development has a full-time social programming director who plans community activities including fitness classes and social events. The RiverHouse amenity center was constructed by the St. Joe Company and conveyed to District I by the Developer.

The RiverClub, the community's second amenity center that opened in March 2018, is a state-of-the-art amenity center located directly on the St. Johns River. The RiverClub features a new 5,100-square-foot clubhouse and a luxurious pool with sweeping views of the St. Johns River. Other new amenities include a river boardwalk, children's playground, second kayak launch, event lawn and showground. The new clubhouse features a banquet hall with commercial kitchen, full-sized bar, and a game room that opens to a sweeping veranda with wrap around porches for enjoying the views.

The Development is also planned to include other recreational/lifestyle amenities, including a minimum of ten (10) pocket parks throughout the District. These pocket parks may include tot lots, play equipment, dog parks, sitting areas, open play fields and associated elements.

Although the Development has been approved for a golf course, construction of a golf course is not part of the first phase of Development because there are numerous golf courses within close proximity to the Development.

WaterSong is planned to feature its own private amenities not available for use by residents living outside its gates. The WaterSong amenities are planned to be constructed in two (2) phases and the Developer estimates the total cost to construct such amenities will be approximately \$8 million, which will be entirely borne by the Developer. The first phase is planned to include a clubhouse with interim fitness center and social room, resort pool with hot tub, pickleball courts and firepit. Construction of the first phase of amenities, estimated to cost approximately \$5 million, has commenced and is expected to be complete in late 2021. The Developer anticipates construction of the second phase of amenities will commence by the first quarter of 2024. WaterSong residents will also have access to all other recreational facilities in the Development referenced above.

Assessment Areas

In May 2020 the District issued its Series 2020 Bonds in the amount of \$7,165,000. The Series 2020 Bonds were initially levied on an equal per acre basis on all of the District lands consisting of 984 acres. The Series 2020 Bonds were sized to correspond with the amount of special assessments allocable to 470 lots originally planned in Phase 1, Phase 2 and Phase 3 of WaterSong and the forty (40) units planned in Parcel 17-1. However, based upon the anticipated order of development, lot sales/land sales and the sizing of the Series 2020 Bonds, the Series 2020 Assessments are anticipated to be fully allocated within Phase 1, Subphase 2A and a portion of the Subphase 2B lots within WaterSong and Parcels 16-1, 17-1, 17-2 and 47-1 which in the aggregate are planned to include 460 residential lots. Currently, 133 lots in Phase 1 of WaterSong and forty (40) units in Parcel 17-1 have been platted. The table below illustrates the planned number of units to be developed in the Series 2020 Assessment Area.

Parcel	# Units
Parcel 16 (Phase 1)	32
Parcel 17 (Phase 1)	40
Parcel 17 (Phase 2)	42
WaterSong Phase 1	133
WaterSong Phase 2A	85
WaterSong Phase 2B	22
Parcel 47 (Phase 1)	106
Total	460

The Series 2021 Assessments securing the Series 2021 Bonds will initially be levied over all assessable undeveloped lands within the District on an equal acreage basis. As such lands are sold or developed and platted, the Series 2021 Assessments will be allocated on a per unit basis to those parcels that are platted following the full assignment of the full principal amount of the Series 2020 Assessments to platted lots which is expected to occur upon platting of the 460th unit within the District. Based upon the anticipated order of development, lot sales/land sales and the sizing of the Series 2021 Bonds, it is

anticipated that the Series 2021 Bonds will ultimately be secured by the Series 2021 Assessments levied on the remaining lots planned within Subphase 2B in addition to Phases 3 and 4 within WaterSong and Parcels 47-2 and 19-1 which in aggregate are planned to include 649 residential lots. The table below illustrates the planned number of units to be developed in the Series 2021 Assessment Area.

Parcel	# Units
Parcel 47 (Phase 2)	108
Parcel 19 (Phase 1)	100
WaterSong Phase 2B	48
WaterSong Phase 3A	111
WaterSong Phase 3B	114
WaterSong Phase 4A	86
WaterSong Phase 4B	82
Total	649

At the time of issuance of the Series 2021 Bonds and until such time as the Series 2020 Bonds have been fully allocated to platted units, the Series 2020 Assessments and the Series 2021 Assessments will overlap on the remaining gross acreage in the District until the Series 2020 Assessments securing the Series 2020 Bonds have been fully allocated to platted units.

Educational Facilities

The Development offers nearby access to top-rated County public schools. Based upon current school districting, school children residing in the Development would attend Bartram Trail High School, Switzerland Point Middle School, and Hickory Creek Elementary School. All three (3) schools received an “A” rating from the Florida Department of Education in 2019.

The St. Joe Company provided the land for construction of the existing Bartram Trail High School located south of Greenbriar Road and accessible via Longleaf Pine Parkway.

The RiverTown DO requires that the Developer set aside two (2) elementary school sites and one (1) middle school site in the Development with the initial elementary school having been dedicated by the Developer to the School Board of St. Johns County (the “County School Board”). The Developer and the County School Board have also entered into a Memorandum of Understanding (the “MOU”) under which the Developer or one or more community development districts will cause two (2) public schools to be constructed on two (2) of the school sites in the Development. The MOU sets forth that a K-8 school will be constructed in the Development in sufficient time to open when projections by the County School Board indicate that such school will be occupied by at least 450 students generated from within the Development. The MOU further provides that the elementary school will be constructed in the Development in sufficient time to open when projections by the County School Board indicate that such school will be occupied by at least 1,200 students generated from within the Development. Upon opening of the elementary school, the K-8 school will be converted to a middle school. The MOU further requires the Developer to use all reasonable efforts to cause one or more community development districts established for the Development to issue bonds for school construction in an amount sufficient to construct each school and in sufficient time to meet the deadlines established in the MOU. The MOU stipulates that upon the closing of the bond issue by the community development district the County School Board will enter into a lease purchase agreement with the community development district whereby the County School Board would lease the school from the community development district. The payments (the “Lease

Payments”) to the community development district would be sized to be sufficient to amortize the bonds issued by the community development district; provided, however, 1) the Developer would be responsible for providing payment of any deficits (equal to the excess, if any, of the required Lease Payments in any year over the sum of non-voted school capital outlay millage collected with respect to the Development (in current and prior years) and school impact fees (in current and prior years)); and 2) such Lease Payments would be subject to annual appropriation by the County School Board.

While the information herein provides for a summary of the MOU, nothing in the MOU, however, is intended to limit the financial mechanisms available to either the community development district or the County School Board, or to prevent the parties and the community development district from entering into different arrangements to achieve the overall objective of the MOU. The County School Board previously entered into other similar MOUs with developers and community development districts. In each case to date, the County School Board elected to construct and fund the schools on its own. While there is no assurance that the construction and funding of the schools for the Development will be addressed in a similar manner, the Developer and the County School Board continue to have ongoing discussions regarding the actual manner and timing in which the schools will be funded and constructed.

Utilities

The District is within the JEA potable water, wastewater and reuse service area. The predecessors to the Developer and JEA entered into a Developer and Utility Service Agreement (the “Utility Agreement”) on December 22, 2004. The Utility Agreement provides for the Developer, as a successor party to the Utility Agreement, to construct master water and reuse mains along with sewer lift stations and force mains to serve the Development, a portion of which is reimbursable. JEA has existing potable water, wastewater, and reuse mains in the right-of-way of County Road 244, Greenbriar Road and State Road 13 that have sufficient capacity to serve the Development at build-out. Thus, JEA will provide water services, wastewater treatment services and reclaimed water services to the Development conditioned on the Developer meeting its obligations under the Utility Agreement

The Developer estimates the total cost of the JEA reimbursable improvements to be \$7.7 million. The Developer has completed approximately \$4.56 million to date and has received reimbursement from JEA in the approximate amount of \$4.33 million. Electric service is being provided by Florida Power & Light and natural gas service is being provided by Tampa Electric Company.

Taxes, Fees and Assessments

Each homeowner residing in the Series 2021 Assessment Area will pay annual taxes, assessments and fees on an ongoing basis as a result of their ownership of property within the District, including ad valorem property taxes, Series 2021 Assessments, HOA fees, and administrative, operation and maintenance assessments levied by the District as described in more detail below.

Property Taxes

The 2020 millage rate for the area of the County where the Development is located is approximately 13.3141. Accordingly, by way of example, the annual property taxes for a \$400,000 taxable value home would be approximately \$5,326.

Homeowner's Association Fee

The RiverTown Community Association, Inc. ("Master HOA") whose primary role includes architectural review and declaration compliance enforcement imposes an annual fee on homeowners within the Development. The Master HOA assessment is on average approximately \$55 per year for each residential home. The Developer has also established a homeowners' association for WaterSong residents (the "WaterSong HOA"), which will impose an annual fee on homeowners within WaterSong only. The WaterSong HOA's role includes maintenance of amenities, common areas, roads, landscaping, gate monitoring, and exterior maintenance of the paired villa product. The annual WaterSong HOA assessment is currently \$283 for villas and \$118 for single-family homes.

District Special Assessments

All homeowners residing in the Series 2021 Assessment Area will be subject to the Series 2021 Assessments levied in connection with the Series 2021 Bonds. In addition to the Series 2021 Assessments, all homeowners within the Series 2021 Assessment Area will be subject to annual operation and maintenance assessments ("O&M Assessments") levied by the District which are derived from the District's annual budget and are subject to change each year. The table below illustrates the estimated annual and principal amount of the Series 2021 Assessments and estimated principal amount that will be levied by the District for each respective product type within the Series 2021 Assessment Area as well as FY21 O&M Assessments per unit.

Product Type	Est. Annual Series 2021 Gross Assessments Per Unit	Est. Principal Series 2021 Assessments Per Unit	FY 2021 O&M Assessments
Townhomes	\$744	\$12,088	\$854.00
Single-Family 35'	\$696	\$11,308	\$837.28
Single-Family 40'	\$900	\$14,622	\$999.34
Single-Family 45'	\$900	\$14,622	\$999.34
Single-Family 50'	\$1,104	\$17,937	\$1,174.90
Single-Family 55'	\$1,104	\$17,937	\$1,174.90

Competition

The information appearing below is a brief description of certain active communities that the Developer believes pose the most direct competition to the Development and was obtained from publicly available sources. In addition, there are a number of new and ongoing master-planned developments located east of Interstate 95 along the County Road 210 corridor, including, without limitation, Beachwalk (Twin Creeks North CDD), Beacon Lakes (Meadowview at Twin Creeks CDD), Creekside at Twin Creeks (Creekside at Twin Creeks CDD), as well as Nocatee (Tolomato CDD) located further northeast, spanning the border between the County and Duval County. Further information regarding the bonds issued by each of these CDDs may be obtained at <http://www.emma.msrb.com>.

Aberdeen (Aberdeen CDD) is a 1,313-acre master-planned development located south of Race Track Road, approximately three (3) miles west of Interstate 95. Aberdeen is planned to include 1,553 single-family units, 414 multi-family units and 49,000 square feet of commercial and office space. Amenities include a 4,000 square feet community center with aquatic and fitness facilities, twenty (20) acres of on-site community parks and a fifty (50) acre off-site community park, which includes (4) lighted baseball fields and two (2) lighted soccer/football fields. In April 2015, D.R. Horton, Inc. -

Jacksonville acquired the remaining undeveloped lands in the development and currently serves as the sole developer and homebuilder. Single-family homes range in approximate size between 1,557 – 3,530 square feet and in approximate base price between \$265,000 - \$365,000. The development is nearing full build out.

Shearwater (Trout Creek CDD) is an approximately 1,520-acre master-planned development situated east of Greenbriar Road, north of County Road 16A and south of County Road 210. The Development is being developed by an affiliate of Freehold Communities and is currently planned to include 2,582 residential units and may include up to approximately 27,000 square feet of office space and approximately 225,000 square feet of commercial space. Single-family homes range in approximate size between 1,574 – 3,800 square feet and in approximate base price between \$250,000 - \$500,000. Current builders include Lennar Homes, Weekley Homes, Mastercraft Builder Group, Toll Brothers, Drees Homes of Florida, and Dream Finders Homes. Amenities are planned to include a 6,400 square foot Kayak Club, 7,800 square foot Fitness Lodge, Aquatics Complex, scenic overlook and kayak launch, and more than 20,000 linear feet of bikeways and recreational trails.

Silverleaf is an approximately 8,500-acre development situated north of County Road 16A, south of County Road 210 and straddling St. Johns Parkway (County Road 2209). The development is planned to include approximately 6,400 single-family units and 3,900 multi-family units. The master developer for the development is an affiliate of The Hutson Companies. Development and sales activities within the initial neighborhoods of Silverleaf are underway. Current builders include Mastercraft Builder Group, Dream Finders Homes and Ashley Homes at approximate base home prices ranging from the high \$200,000's to mid \$500,000's.

THE DEVELOPER

The lands within the District are owned by the Mattamy Jacksonville, LLC, a Delaware limited liability company (the “Developer”). The Developer is a wholly-owned subsidiary of Mattamy Florida, LLC, a Delaware limited liability company, as successor by conversion to Mattamy (Jacksonville) Partnership, a Florida general partnership d/b/a/ Mattamy Homes (“Mattamy Florida”). The manager of Mattamy Florida is Calben (Florida) Corporation, a Florida corporation (“Calben”). Calben is wholly-owned by Calben (US) Corporation, a Delaware corporation (“Calben US”). Calben US is 100% owned by 2608534 Ontario Inc.

Mattamy Florida wholly-owns the following subsidiaries: Mattamy Real Estate Services, Inc., a Florida corporation; Mattamy Tampa/Sarasota, LLC, a Delaware limited liability company; Mattamy Jacksonville, LLC, a Delaware limited liability company; Mattamy Naples, LLC, a Delaware limited liability company; Mattamy Palm Beach, LLC, a Delaware limited liability company; and Mattamy Orlando, LLC, a Delaware limited liability company (collectively, the “Subsidiaries”). All of the Subsidiaries are active entities registered to do business in the State of Florida.

The Developer is affiliated with and doing business under the name of Mattamy Homes (“Mattamy”), a privately-held corporation and the largest privately-owned home builder in North America. Originally established in 1978 in Ontario, Canada by Peter Gilgan, Mattamy is now Canada’s largest new home construction and development firm, with homes built in communities that stretch across the greater Toronto Area, as well as Ottawa, Calgary and Edmonton. In the United States, Mattamy is represented in ten (10) metropolitan areas: Raleigh, Charlotte, Phoenix, Tucson, Jacksonville, Orlando, Tampa, Sarasota, Naples and Southeast Florida. With operations across Canada and the United States,

homes available for sale in ninety (90) communities, and over 100,000 homes built, Mattamy is a leading homebuilding brand in North America. During its fiscal year 2020 (ending May 31, 2020), Mattamy closed on approximately 7,194 homes and had approximately 3.7 billion in revenue (in Canadian dollars).

The scope of Mattamy's operations encompasses land acquisition, community design and development, and housing and parkland design and construction, with particular emphasis on creating complete communities. Mattamy offers personalized homes in desired locations across a wide variety of demographics, price points, and ages and stages in life. Its core target market includes first-time buyers and move-up families, as well as the empty-nester and second home segments.

DESCRIPTION OF THE SERIES 2021 BONDS

General Description

The Series 2021 Bonds are issuable only as registered bonds, without coupons, in current interest form in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2021 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000.

The Series 2021 Bonds will be dated as of their date of issuance and will bear interest payable on each May 1 and November 1, commencing November 1, 2021 (each, an "Interest Payment Date"), which interest shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2021 Bonds will mature on such dates, in such amounts and at such rates as set forth on the cover page of this Limited Offering Memorandum.

Interest on each Series 2021 Bond will be payable on each Interest Payment Date in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture, the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of the Series 2021 Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent, unless the Series 2021 Bonds are held in the book entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than \$1,000,000 in aggregate principal amount of the Series 2021 Bonds). During any period that a Series 2021 Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Second Supplemental Indenture relating to the book-entry only system shall apply, including the payment provisions thereof.

The Series 2021 Bonds will initially be registered in the name of Cede & Co. as Nominee for The Depository Trust Company ("DTC"), which will act initially as securities depository for the Series 2021 Bonds and, so long as the Series 2021 Bonds are held in book-entry-only form, Cede & Co. will be considered the registered Owner for all purposes hereof. See "-Book-Entry Only System" below for more information about DTC and its book-entry only system.

Redemption Provisions for Series 2021 Bonds

Optional Redemption. The Series 2021 Bonds are subject to redemption prior to maturity at the option of the District in whole or in part on any date on or after May 1, 20[] at the Redemption Price of the principal amount of the Series 2021 Bonds or portions thereof to be redeemed together with accrued interest to the date of redemption.

Mandatory Redemption in Part. The Series 2021 Bonds maturing May 1, 20[] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u>
	\$

*

*Final maturity

The Series 2021 Bonds maturing May 1, 20[] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u>
	\$

*

*Final maturity

The Series 2021 Bonds maturing May 1, 20[] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization

Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u>	<u>Year</u>	<u>Amortization Installment</u>
	\$		\$

*

*Final maturity

The Series 2021 Bonds maturing May 1, 20[___] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2021 Sinking Fund Account established under the Second Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installment</u>	<u>Year</u>	<u>Amortization Installment</u>
	\$		\$

*

*Final maturity

As more particularly set forth in the Indenture, any Series 2021 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2021 Bonds. Amortization Installments are also subject to recalculation, as provided in the Second Supplemental Indenture, as the result of the redemption of Series 2021 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2021 Bonds as set forth in the Second Supplemental Indenture.

Extraordinary Mandatory Redemption in Whole or in Part. The Series 2021 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021 Acquisition and Construction Account to the Series 2021 Prepayment Subaccount as provided for in Indenture; or

(b) from amounts, including Series 2021 Prepayments, required by the Indenture to be deposited into the Series 2021 Prepayment Subaccount; or

(c) from amounts transferred from the Series 2021 Reserve Account to the Series 2021 Prepayment Subaccount resulting from a reduction in the Series 2021 Reserve Account Requirement resulting from Prepayments of Series 2021 Assessments as provided for in the Indenture; or

(d) on the date on which the amount on deposit in the Series 2021 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2021 Bonds then Outstanding, including accrued interest thereon.

If less than all of the Series 2021 Bonds shall be called for redemption, the particular Series 2021 Bonds or portions of Series 2021 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice and Effect of Redemption

Notice of each redemption of Series 2021 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2021 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2021 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2021 Bonds or such portions thereof on such date, interest on such Series 2021 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2021 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2021 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Pursuant to the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefore as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Book-Entry Only System

The information in this caption concerning The Depository Trust Company, New York, New York, ("DTC") and DTC's book-entry system has been obtained from DTC and neither the District nor the Underwriter makes any representation or warranty or takes any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Series 2021 Bonds. The Series 2021 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond

certificate will be issued for each maturity of the Series 2021 Bonds and will be deposited with DTC. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard and Poor's rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2021 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2021 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2021 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2021 Bonds, except in the event that use of the book-entry system for the Series 2021 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2021 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2021 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2021 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2021 Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2021 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2021 Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2021 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the District or the Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent for the Series 2021 Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2021 Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2021 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2021 Bond certificates will be printed and delivered to DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2021 BONDS, AS NOMINEE OF DTC, REFERENCE HEREIN TO THE OWNER OF THE SERIES 2021 BONDS OR REGISTERED OWNERS OF THE SERIES 2021 BONDS SHALL MEAN DTC AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2021 BONDS.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but takes no responsibility for the accuracy thereof.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2021 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON

THE SERIES 2021 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS

General

The Series 2021 Bonds are payable solely from and secured by the revenues derived by the District from the Series 2021 Assessments and amounts in the Funds and Accounts (except for the Series 2021 Rebate Account) established by the Second Supplemental Indenture. Series 2021 Assessments will be allocated as described under "ASSESSMENT METHODOLOGY" herein and as provided in the Assessment Reports attached hereto as APPENDIX B. The Series 2021 Assessments will secure the Series 2021 Bonds, the proceeds of which will be used to pay for the Costs of the Project.

NEITHER THE SERIES 2021 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2021 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2021 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2021 TRUST ESTATE PLEDGED TO THE SERIES 2021 BONDS, AS PROVIDED IN THE SERIES 2021 BONDS AND IN THE INDENTURE.

Funds and Accounts

The Indenture establishes with the Trustee the following Funds and Accounts: (a) within the Acquisition and Construction Fund, (i) a Series 2021 Acquisition and Construction Account and (ii) a Series 2021 Costs of Issuance Account; (b) within the Debt Service Fund, (i) a Series 2021 Debt Service Account and therein a Series 2021 Sinking Fund Account, a Series 2021 Interest Account and a Series 2021 Capitalized Interest Account and (ii) a Series 2021 Redemption Account and therein a Series 2021 Prepayment Subaccount and a Series 2021 Optional Redemption Subaccount); (c) within the Reserve Fund, a Series 2021 Reserve Account, which shall be held for the benefit of all of the Series 2021 Bonds, without distinction as to Series 2021 Bonds and without privilege or priority of one Series 2021 Bond over another; (d) within the Revenue Fund, a Series 2021 Revenue Account; and (e) within the Rebate Fund, a Series 2021 Rebate Account.

Series 2021 Reserve Account and Series 2021 Reserve Account Requirement

The Series 2021 Reserve Account Requirement is an amount equal to [_____] percent ([_]%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2021 Bonds, as calculated from time to time, which amount on the date of initial issuance is \$_____.

The Series 2021 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2021 Reserve Account Requirement. Except as otherwise provided in the Indenture, amounts on deposit in the Series 2021 Reserve Account shall be used only for the purpose of making payments into the Series 2021 Interest Account and the Series 2021 Sinking Fund Account to pay Debt Service on the Series 2021 Bonds, when due, without distinction as to Series 2021 Bonds and without privilege or priority of one Series 2021 Bond over another, to the extent the moneys on deposit in such Accounts available therefor are insufficient and for no other purpose. The Series 2021 Reserve Account shall consist only of cash and Series 2021 Investment Obligations.

On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Trustee is authorized and directed to recalculate the Series 2021 Reserve Account Requirement and to transfer any excess on deposit in the Series 2021 Reserve Account (other than excess resulting from investments, which shall be governed by the Second Supplemental Indenture) into the Series 2021 Prepayment Subaccount and applied to the extraordinary mandatory redemption of Series 2021 Bonds.

On the earliest date on which there is on deposit in the Series 2021 Reserve Account sufficient moneys, after taking into account other moneys available therefor, to pay and redeem all of the Outstanding Series 2021 Bonds, together with accrued interest and redemption premium, if any, on such Series 2021 Bonds to the earliest Redemption Date permitted in the Indenture, then the Trustee shall transfer the amount on deposit in the Series 2021 Reserve Account into the Series 2021 Prepayment Subaccount to pay and redeem all of the Outstanding Series 2021 Bonds on the earliest date permitted for redemption in the Indenture.

Amounts on deposit in the Series 2021 Reserve Account shall, upon the occurrence and continuance of an Event of Default, be subject to a first charge by the Trustee for its fees and expenses, including fees and expenses of collection of Delinquent Assessments.

Series 2021 Acquisition and Construction Account

Amounts on deposit in the Series 2021 Acquisition and Construction Account shall be applied to pay Costs of the [Project] upon compliance with the requisition provisions set forth in the Indenture. The Trustee shall have no duty to verify that any requested disbursement from the Series 2021 Acquisition and Construction Account is for a Cost of the [Project]. The District Engineer shall establish a Date of Completion for the Series 2021 Project, and any balance remaining in the Series 2021 Acquisition and Construction Account after such Date of Completion (taking into account the moneys then on deposit therein to pay any accrued but unpaid Costs of the [Project] which are required to be reserved in the Series 2021 Acquisition and Construction Account in accordance with the certificate of the District Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be transferred pursuant to the Second Supplemental Indenture to the Series 2021 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021 Bonds in accordance with the Indenture, whereupon the Series 2021 Acquisition and Construction Account shall be closed.

Flow of Funds

(a) The Second Supplemental Indenture authorizes and directs the Trustee to deposit any and all amounts required to be deposited in the Series 2021 Revenue Account by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2021 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2021 Revenue Account (i) Series 2021 Assessment Revenues other than Series 2021 Prepayments (which Series 2021 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2021 Prepayment Subaccount), (ii) Series 2021 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2021 Revenue Account.

(c) On the forty-fifth (45th) day preceding each Quarterly Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2021 Prepayment Subaccount, and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021 Revenue Account for deposit into the Series 2021 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000 (provided that there are sufficient funds remaining in the Series 2021 Revenue Account to pay Debt Service coming due on the Series 2021 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2021 Bonds set forth in the form of Series 2021 Bonds attached to the Second Supplemental Indenture, the Second Supplemental Indenture and in accordance with the provisions of the Master Indenture.

(d) On each May 1 and November 1 through and including November 1, 2021 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall first transfer from the Series 2021 Capitalized Interest Account to the Series 2021 Interest Account the lesser of (x) the amount of interest coming due on the Series 2021 Bonds on such May 1 or November 1, less the amount already on deposit in the Series 2021 Interest Account, or (y) the amount remaining in the Series 2021 Capitalized Interest Account. Following the foregoing transfer on such May 1 or November 1 through and including November 1, 2021, and on each May 1 or November 1 thereafter (or if such May 1 or November 1 is not a Business Day on the Business Day preceding such May 1 or November 1), the Trustee shall transfer amounts on deposit in the Series 2021 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2021 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2021 Bonds then Outstanding on such May 1 or November 1, and (i) the amount transferred from the Series 2021 Capitalized Interest Account in accordance with (d) above and (ii) the amount already on deposit in the Series 2021 Interest Account not previously credited;

SECOND, on May 1, 20[___], and on each May 1 thereafter, to the Series 2021 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2021 Bonds

subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2021 Sinking Fund Account not previously credited;

THIRD, to the Series 2021 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021 Reserve Account Requirement with respect to the Series 2021 Bonds; and

FOURTH, the balance shall first be deposited into the Series 2021 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay costs of issuance relating to the Series 2021 Bonds, and then the balance shall be retained in the Series 2021 Revenue Account.

On or after each November 2, the balance on deposit in the Series 2021 Revenue Account on such November 2 shall, prior to the Date of Completion of the Series 2021 Project, be transferred to the Series 2021 Acquisition and Construction Account and used for the purpose of such account and, after the Date of Completion of the Series 2021 Project, be paid over to the District at the written direction of an Authorized Officer of the District and used for any lawful purpose of the District; provided however, that on the date of such proposed transfer the amount on deposit in the Series 2021 Reserve Account shall be equal to the Series 2021 Reserve Account Requirement, and provided further that the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Master Indenture or hereunder relating to any of the Series 2021 Bonds, including the payment of Trustee's fees and expenses then due.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2021 Revenue Account to the Series 2021 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

Investments

Anything in the Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2021 Bonds shall be invested only in Series 2021 Investment Obligations. Earnings on investments in the Series 2021 Acquisition and Construction Account, the Series 2021 Interest Account and the Series 2021 Capitalized Interest Account shall be retained, as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the Funds and Accounts other than the Series 2021 Reserve Account, and other than as set forth in the Second Supplemental Indenture, shall be deposited, as realized, to the credit of the Series 2021 Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2021 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021 Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series 2021 Reserve Account since such date which have created a deficiency, then earnings on investments in the Series 2021 Reserve Account shall be deposited into the Series 2021 Capitalized Interest Account through November 1, 2021, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account; or

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2021 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2021 Reserve Account shall be retained in the Series 2021 Reserve Account until the amount on deposit therein is equal to the Series 2021 Reserve Account Requirement, and then earnings on investments in the Series 2021 Reserve Account shall be deposited into the Series 2021 Capitalized Interest Account through November 1, 2021, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account.

The foregoing determination and disbursement shall be made prior to any recalculation and transfer of excess amounts on deposit in the Series 2021 Reserve Account made pursuant to the Second Supplemental Indenture.

Agreement for Assignment of Development Rights

Contemporaneously with the issuance of the Series 2021 Bonds, the Developer and the District will enter into a Collateral Assignment Agreement (the "Assignment Agreement"). The following description of the Assignment Agreement is qualified in its entirety by reference to the Assignment Agreement. Pursuant to the Assignment Agreement, the Developer collaterally assigns to the District all of Developer's development rights and contract rights relating to the Capital Improvement Plan (the "Development and Contract Rights") as security for the Developer's payment and performance and discharge of its obligation to pay the Series 2021 Assessments levied against the Landowner Land (as defined in the Assignment Agreement) when due. The assignment will become effective and absolute upon failure of the Developer to pay the Series 2021 Assessments levied against the Landowner Land owned by the Developer and the acquisition of the Landowner Land by the District or its assignee. The Development and Contract Rights specifically excludes any such portion of the Development and Contract Rights which relate to any property which has been conveyed to (i) homebuilders or end-users, or (ii) the County, the District, any unaffiliated homebuilder, any utility provider, any governmental or quasi-governmental entity, any applicable homeowner's association or any other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District. Pursuant to the Indenture, but subject to the terms of the Assignment Agreement, the District assigns its rights under the Assignment Agreement to the Trustee for the benefit of the Owners, from time to time, of the Series 2021 Bonds.

Completion Agreement

In connection with the issuance of the Series 2021 Bonds, the District and the Developer will enter into a Completion Agreement pursuant to which the Developer will agree to provide funds to complete the Capital Improvement Plan to the extent that proceeds of the Series 2021 Bonds and any other debt of the District are insufficient therefor. Remedies for a default under the Completion Agreement include damages and/or specific performance.

True-Up Agreement

In connection with the issuance of the Series 2021 Bonds, the District and Developer will enter into an agreement pursuant to which the Developer agrees to timely pay all Series 2021 Assessments on lands owned by the Developer and subject to the Series 2021 Assessments and to pay, when requested by the

District, any amount of Series 2021 Assessments allocated to unplatted acres in excess of the allocation in place at the time of issuance of the Series 2021 Bonds pursuant to the Assessment Reports or any update thereto.

Enforcement of True-Up Agreement and Completion Agreement

The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the True-Up Agreement and Completion Agreement and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners shall act on behalf of, and in the District's stead, to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything in the Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the True-Up Agreement and Completion Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture provided, however, that the District shall have a reasonable opportunity to cure.

Owner Direction and Consent with Respect to Series 2021 Acquisition and Construction Account Upon Occurrence of Event of Default

In accordance with the provisions of the Indenture, the Series 2021 Bonds are payable solely from the Series 2021 Pledged Revenues and the Series 2021 Pledged Funds held by the Trustee under the Indenture for such purpose. Anything in the Indenture to the contrary notwithstanding, the District acknowledges in the Second Supplemental Indenture that (i) the Series 2021 Pledged Funds includes, without limitation, all amounts on deposit in the Series 2021 Acquisition and Construction Account then held by the Trustee, (ii) upon the occurrence of an Event of Default with respect to the Series 2021 Bonds, the Series 2021 Pledged Funds may not be used by the District (whether to pay Costs of the [Project] or otherwise) without the consent of the Majority Owners, except to the extent that prior to the Trustee notifying the District of such declared Event of Default the District had incurred a binding obligation with third parties for work on the [Project] and payment is for such work and (iii) upon the occurrence of an Event of Default with respect to the Series 2021 Bonds, the Series 2021 Pledged Funds may be used by the Trustee, at the direction or with the approval of the Majority Owners, to pay the reasonable costs and expenses incurred in connection with the pursuit of remedies under the Indenture. The District shall not enter into any binding agreement with respect to the [Project] that will cause the expenditure of additional funds from the Series 2021 Trust Estate after the occurrence and during the continuance of an Event of Default unless authorized in writing by the Majority Owners of the Series 2021 Bonds.

Covenants with Regard to Enforcement and Collection of Delinquent Assessments

The District covenants and agrees in the Indenture that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Series 2021 Bonds. Notwithstanding anything to the contrary in the Indenture, and unless otherwise directed by the Majority Owners of the Series 2021 Bonds and allowed pursuant to federal or State law, the District acknowledges and agrees in the Indenture that (i) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to

which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within one hundred twenty (120) days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

The District covenants in the Indenture that if the owner of any lot or parcel of land shall be delinquent in the payment of any Series 2021 Assessment, then such Series 2021 Assessment shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Series 2021 Assessment, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Series 2021 Bonds then Outstanding, declare the entire unpaid balance of such Series 2021 Assessment, to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapters 170 and 173, and Section 190.026, Florida Statutes, or otherwise as provided by law. The District further covenants in the Indenture to furnish, at its expense, to any Owner of Series 2021 Bonds so requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments, together with a copy of the District's annual audit, and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

If any tax certificates relating to Delinquent Assessments which are pledged to the Series 2021 Bonds are sold by the St. Johns County Tax Collector (the "Tax Collector") pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Series 2021 Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the Series 2021 Revenue Account.

If any property shall be offered for sale for the nonpayment of any Series 2021 Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount less than or equal to the balance due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive, in its corporate name or in the name of a special-purpose entity, title to the property for the benefit of the Owners of the Series 2021 Bonds; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the Series 2021 Bonds, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2021 Revenue Account. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2021 Bonds within sixty (60)

days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Series 2021 Bonds then Outstanding.

Additional Covenants Regarding Series 2021 Assessments

In the Indenture, the District covenants to comply with the terms of the Series 2021 Assessment Proceedings and the Assessment Reports, and to levy the Series 2021 Assessments and any required true-up payments set forth in the Assessment Reports, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2021 Bonds, when due.

No Parity Bonds; Limitation on Parity Assessments

The District covenants and agrees in the Second Supplemental Indenture that other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2021 Trust Estate. The District further covenants and agrees that so long as the Series 2021 Bonds are Outstanding, it will not impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners; provided, however, that the District may impose Assessments for capital projects on lands subject to the Series 2021 Assessments without the written consent of the Majority Owners if either (a) such Assessments proposed to be allocated to platted units do not exceed the Maximum Assessment Levels or (b) the Series 2021 Assessments have been Substantially Absorbed. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners.

“Maximum Assessment Levels” means the following per unit gross annual debt service assessment levels as set forth in the Assessment Reports and as shall be evidenced by a Maximum Assessment Level Certification:

<i>Product Type</i>	<i>Gross Annual Debt Service Assessment</i>
Multi-Family	\$ 300
Townhome	744
Single Family 35'	696
Single Family 45'	900
Single Family 50'	1,104
Single Family 55'	1,104
Single Family 60'	1,200
Single Family 70'	1,500
Single Family 80'	1,704
Single Family 90'	1,704
Single Family 100'	1,704

“Maximum Assessment Level Certification” means a certificate of the Methodology Consultant that the Assessments for capital projects pledged to any Series of Bonds do not exceed the Maximum Assessment Levels.

“Substantially Absorbed” is defined in the Second Supplemental Indenture to mean the date on which the principal amount of the Series 2021 Assessments equaling ninety percent (90%) of the then Outstanding principal amount of the Series 2021 Bonds is levied on tax parcels within the District with respect to which a certificate of occupancy has been issued for a structure thereon and are owned by end users, as certified by an Authorized Officer and upon which the Trustee may conclusively rely.

Events of Default

Each of the following events is an Event of Default with respect to the Series 2021 Bonds:

- (a) Any payment of Debt Service on the Series 2021 Bonds is not made when due;
- (b) The District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture;
- (c) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the Project;
- (d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;
- (e) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;
- (f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District’s assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;
- (g) Any portion of the Series 2021 Assessments pledged to the Series 2021 Bonds shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in the Series 2021 Reserve Account to pay Debt Service on the Series 2021 Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners of the Series 2021 Bonds, actually withdraw such funds from the Series 2021 Reserve Account to pay Debt Service on the Series 2021 Bonds);
- (h) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2021 Bonds or in the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series

2021 Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Series 2021 Bonds then Outstanding and affected by such default; and

(i) More than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to Series 2021 Assessments are not paid by the date such are due and payable.

Provisions Relating to Bankruptcy or Insolvency of Landowner

(a) The provisions of this section shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least five percent (5%) of the Series 2021 Assessments (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the Series 2021 Bonds were issued by the District, the Owners of the Series 2021 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District agrees in the Indenture that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2021 Bonds then Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2021 Assessments, the then Outstanding Series 2021 Bonds or any rights of the Trustee under the Indenture (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2021 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following request for consent);

(ii) the District agrees in the Indenture that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2021 Assessments, the Series 2021 Bonds then Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District agrees in the Indenture that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2021 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2021 Assessments relating to the Series 2021 Bonds then Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2021 Assessments relating to the Series 2021 Bonds then Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding, which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Series 2021 Assessments relating to the Series 2021 Bonds then Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right to (A) file a proof of claim with respect to the Series 2021 Assessments pledged to the Series 2021 Bonds then Outstanding, (B) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) to defend any objection filed to said proof of claim.

(c) The District acknowledges and agrees in the Indenture that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(d) Notwithstanding the provisions of the immediately preceding paragraphs of this subsection, nothing in the provisions of this subsection shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2021 Assessments relating to the Series 2021 Bonds then Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in subparagraph (b)(iv) above.

Re-Assessment

If any Series 2021 Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Series 2021 Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Series 2021 Assessment when it might have done so, the District shall either: (i) take all necessary steps to cause a new Series 2021 Assessment to be made for the whole or any part of such improvement or against

any property benefited by such improvement; or (ii) in its sole discretion, make up the amount of such Series 2021 Assessment from legally available moneys, which moneys shall be deposited into the Series 2021 Revenue Account. In case any such subsequent Series 2021 Assessment shall also be annulled, the District shall obtain and make other Series 2021 Assessments until a valid Series 2021 Assessment shall be made.

THE SERIES 2021 ASSESSMENTS

General

The primary sources of payment for the Series 2021 Bonds are the Series 2021 Assessments imposed on each parcel of benefited land within the District pursuant to the Series 2021 Assessment Proceedings. To the extent that landowners fail to pay such Series 2021 Assessments, delay payments, or are unable to pay the same, the prompt and successful pursuance of collection procedures available to the District will be essential to continued payment of principal of and interest on the Series 2021 Bonds. The Act provides for various methods of enforcing the collection of Delinquent Assessments by reference to other provisions of the Florida Statutes. The following is a description of certain statutory provisions of assessment payment and collection procedures appearing in the Florida Statutes, but is qualified in its entirety by reference to such statutes.

THERE CAN BE NO ASSURANCE THAT ANY SALE OF LAND SUBJECT TO DELINQUENT ASSESSMENTS WILL PRODUCE PROCEEDS SUFFICIENT TO PAY THE FULL AMOUNT OF SUCH DELINQUENT ASSESSMENTS PLUS OTHER DELINQUENT TAXES AND ASSESSMENTS APPLICABLE THERETO.

Chapter 170, Florida Statutes, provides that the Series 2021 Assessments constitute a lien on the real property in the District coequal with all State, County, school district and municipal taxes, superior in dignity to all other liens, titles and claims on such real property. ALTHOUGH THE LIEN AND THE PROCEEDS OF THE SERIES 2021 ASSESSMENTS WILL SECURE THE SERIES 2021 BONDS, AND SAID LIEN AND PROCEEDS OF THE SERIES 2021 ASSESSMENTS ARE PLEDGED EXCLUSIVELY TO THE SERIES 2021 BONDS, THE LIEN OF THE SERIES 2021 ASSESSMENTS MAY BE ON THE SAME PROPERTY AS, AND THEREFOR OVERLAP AND BE CO-EQUAL WITH, THE LIENS IN FAVOR OF OTHER ASSESSMENTS WHICH HAVE BEEN OR MAY BE IMPOSED BY THE DISTRICT, THE COUNTY OR OTHER UNITS OF LOCAL GOVERNMENT HAVING ASSESSMENT POWERS WITHIN THE DISTRICT.

Structure and Prepayment of Series 2021 Assessments

The Series 2021 Assessments are payable in installments of principal and interest over an approximately 30-year period. According to the Series 2021 Assessment Proceedings, a property owner may prepay the Series 2021 Assessments, in whole, at any time or any portion of the remaining balance of the Series 2021 Assessments up to two times if there is also paid in addition to the remaining principal balance of the Assessment an amount equal to the interest that would otherwise be due on such balance on the next succeeding Interest Payment Date for the Series 2021 Bonds, or, if prepaid during the forty-five (45) day period preceding the Interest Payment Date, to the next succeeding Interest Payment Date.

The Series 2021 Bonds are subject to extraordinary mandatory redemption as indicated under "DESCRIPTION OF THE SERIES 2021 BONDS - Redemption Provisions for Series 2021 Bonds," from such

Prepayments at the redemption price of par plus accrued interest to the date of such redemption. The prepayment of installments of Series 2021 Assessments does not entitle the owner of the property to a discount for early payment.

Pursuant to Section 170.09, Florida Statutes, the Series 2021 Assessments may be paid without interest at any time within 30 days after the Project is completed and a resolution accepting the same has been adopted by the governing authority. The Developer will agree to waive such rights for the platted lots and undeveloped property within the District that it owns.

Assessment Methodology

The Methodology Consultant has prepared the Assessment Reports attached hereto as APPENDIX B. The Assessment Reports set forth an overall method for allocating the Series 2021 Assessments to be levied against the lands within the District benefited by the Project and collected by the District as a result thereof.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The imposition, levy, and collection of Series 2021 Assessments (for purposes of this Section, "Special Assessments") must be done in compliance with the provisions of Florida law. Failure by the District, the County Tax Collector ("Tax Collector") or the County Property Appraiser ("Property Appraiser") to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Special Assessments during any year. Such delays in the collection of Special Assessments, or complete inability to collect the Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the Debt Service requirements on the Series 2021 Bonds. See "BONDOWNERS' RISKS" herein. To the extent that landowners fail to pay the Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2021 Bonds.

For the Special Assessments to be valid, the Special Assessments must meet two requirements: (1) the benefit from the [Project] to the lands subject to the Special Assessments must exceed or equal the amount of the Special Assessments, and (2) the Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Certificate of the Methodology Consultant to be provided at the time of issuance of the Series 2021 Bonds will certify that these requirements have been met with respect to the Special Assessments. In the event that the Special Assessments are levied based on the assumptions that future contributions will be made, or that future assessments may be levied to secure future bond issuances, the Special Assessments may need to be reallocated in the event such contributions are not made and/or future assessments and bonds are not levied and issued.

Pursuant to the Act and the Series 2021 Assessment Proceedings, the District may collect the Special Assessments through a variety of methods. See "BONDOWNERS' RISKS" herein. For undeveloped properties the District will directly issue annual bills to landowners requiring payment of the Special Assessments and will enforce that bill through foreclosure proceedings. See "ASSESSMENT METHODOLOGY" herein and "APPENDIX B" hereto. For platted lands, the Special Assessments will be added to the County tax roll and collected pursuant to the Uniform Method of Collection provided by State

law (the “Uniform Method”). The following is a description of certain statutory provisions relating to each of these collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing & Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Special Assessments. In this context, Section 170.10, Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of its annual installment of principal and/or interest of a special assessment due, including the Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Special Assessments and the ability to foreclose the lien of such Special Assessments upon the failure to pay such Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Special Assessments. See “BONDOWNERS’ RISKS” herein.

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above), the District may alternatively elect to collect the Special Assessments using the Uniform Method. The Uniform Method is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Special Assessments to be levied and then collected in this manner.

If the Uniform Method is used, the Special Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, “Taxes and Assessments”), all of which will appear on the tax bill (also referred to as a “tax notice”) issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such Taxes and Assessments – including the Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Special Assessments.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made

pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Special Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the Debt Service requirements on the Series 2021 Bonds.

Under the Uniform Method, if the Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2021 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Special Assessments, (2) that future landowners and taxpayers in the District will pay such Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Series 2021 Assessment Proceedings to discharge the lien of the Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Special Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and

charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is affected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear. If the property is purchased for an amount in excess of the statutory bid of the certificate holder, but such excess is not sufficient to pay all governmental liens of record, the excess shall be paid to each governmental unit pro rata.

Except for certain governmental liens and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum bid. Three years from the date the property was offered for sale, unsold lands escheat to the County in which they are located, free and clear, and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Special Assessments, which are the primary source of payment of the Series 2021 Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS" herein.

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ESTIMATED SOURCES AND USES OF BOND PROCEEDS

Sources:

Par Amount of Series 2021 Bonds	\$
[Plus/Minus] [Net] [Bond Premium/Original Issue Discount]	
Total Sources	<u>\$</u>

Uses:

Deposit to Series 2021 Acquisition and Construction Account	\$
Deposit to Series 2021 Reserve Account	
Deposit to Series 2021 Costs of Issuance Account	
Deposit to Series 2021 Capitalized Interest Account*	
Underwriter's Discount	
Total Uses	<u>\$</u>

[Remainder of page intentionally left blank]

* To be used to pay interest on the Series 2021 Bonds through November 1, 2021.

DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the Series 2021 Bonds:

<i><u>Period Ending November 1</u></i>	<i><u>Principal</u></i>	<i><u>Interest</u></i>	<i><u>Total Debt Service</u></i>
	\$	\$	\$

TOTAL	\$	\$	\$
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BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of such risks are associated with the Series 2021 Bonds offered hereby and are set forth below. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2021 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum, including all appendices hereto, in its entirety to identify investment considerations relating to the Series 2021 Bonds. Prospective investors in the Series 2021 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2021 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Limited Pledge

The principal security for the payment of the principal of and interest on the Series 2021 Bonds is the timely collection of the Series 2021 Assessments. Recourse for the failure of any landowner to pay the Series 2021 Assessments, or otherwise fail to comply with its obligations, is limited to the collection proceedings against the land, which proceedings differ depending on whether the Series 2021 Assessments are being collected pursuant to the Uniform Method or directly by the District. The Series 2021 Assessments do not constitute a personal indebtedness of the landowners, but are secured only by a lien on the land subject to the Series 2021 Assessments. The District has not granted a mortgage or security interest on any land subject to the Series 2021 Assessments. Furthermore, the District has not pledged the revenues, if any, from the operation of any portion of the Project as security for, or a source of payment of, the Series 2021 Bonds. The Developer is not a guarantor of payment of any Series 2021 Assessments and the recourse for the Developer's failure to pay the Series 2021 Assessments on any land owned by the Developer, like any landowner, is limited to the collection proceedings against such land. Several mortgage lenders have in the past, raised legal challenges to the primacy of liens similar to those of the Series 2021 Assessments in relation to the liens of mortgages burdening the same real property. There can be no assurance that mortgage lenders will not challenge the priority of the lien status of the Series 2021 Assessments in the event that actions are taken to foreclose on any property in the District.

Bankruptcy and Related Risks

The various legal opinions to be delivered concurrently with the delivery of the Series 2021 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. Under existing constitutional and statutory law and judicial decisions, in the event of the institution of bankruptcy or similar proceedings with respect to any landowner, including the Developer, if applicable, the remedies specified by federal, state and local law and in the Indenture and the Series 2021 Bonds, including, without limitation, enforcement of the obligation to pay the Series 2021 Assessments, may not be readily available or may be limited. Bankruptcy can also affect the ability of (1) any landowner being able to pay the Series 2021 Assessments, (2) the Tax Collector being able to sell tax certificates related to land owned by a landowner in bankruptcy to the extent the Uniform Method is being utilized for collecting the Series 2021 Assessments, and (3) the inability of the District to foreclose the lien of the Series 2021 Assessments not being collected by the Uniform Method. Any such adverse effect, either partially or fully, on the ability to enforce such remedies could have a material adverse effect on the District's ability to make the full or punctual payment of Debt Service on the Series 2021 Bonds.

Delay and Discretion Regarding Remedies

The remedies available to the owners of the Series 2021 Bonds are in many respects dependent upon judicial actions which are often subject to discretion and delay. In addition to legal delays that could result from bankruptcy, the ability of the District to enforce collection of Delinquent Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding and the value of the land which is the subject of such proceedings and which may be subject to sale. In addition, if the District commences a foreclosure action against a landowner for nonpayment of Series 2021 Assessments, such landowner might raise affirmative defenses to such foreclosure action, which affirmative defenses could result in delays in completing the foreclosure action.

Limitation on Funds Available to Exercise Remedies

In the event of a default by a landowner in payment of Series 2021 Assessments, if the Series 2021 Assessments are not collected under the Uniform Method, the District is required under the Indenture to fund the costs of foreclosure. It is possible that the District will not have sufficient funds therefor and will be compelled to request the owners of the Series 2021 Bonds to allow funds on deposit under the Indenture to be used to pay such costs. Under the Code (hereinafter defined), there are limitations on the amount of Series 2021 Bond proceeds that can be used for such purposes. As a result, there may be insufficient funds for the exercise of remedies.

Determination of Land Value upon Default

To the extent that any portion of the Series 2021 Assessments are being collected by the Uniform Method, the ability of the Tax Collector to sell tax certificates, and to the extent that any portion of the Series 2021 Assessments are not being collected by the Uniform Method, the ability of the District to sell land upon foreclosure, both will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The determination of the benefits to be received by the benefitted land within the District as a result of implementation and development of the Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land could potentially be ultimately less than the debt secured by the Series 2021 Assessments associated with it. To the extent that the realizable or market value of the land is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to sell such land upon foreclosure, may be adversely affected. Such adverse effect could render the District unable to collect Delinquent Assessments, if any, and could negatively impact the ability of the District to make the full or punctual payment of Debt Service on the Series 2021 Bonds.

Landowner Challenge of Assessed Valuation

Florida law provides a procedure whereby a taxpayer may contest a "tax assessment." It is unclear whether this procedure applies to non-ad valorem assessments such as the Series 2021 Assessments and there are judicial decisions that support both views. Under the procedure, a taxpayer may bring suit to contest a "tax assessment" if the taxpayer pays the amount of "tax" that the taxpayer admits to owing. Upon the making of such payment, all procedures for the collection of the unpaid taxes are suspended until the suit is resolved. If it is determined that the procedure applies to non-ad valorem assessments such as the Series 2021 Assessments, it is possible that such a challenge could result in collection procedures for

Delinquent Assessments being held in abeyance until the challenge is resolved. This would result in a delay in the collection of the Series 2021 Assessments which could have a material adverse effect upon the ability of the District to make full or punctual payment of Debt Service on the Series 2021 Bonds. If the Series 2021 Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold while the challenge is pending with respect to the Series 2021 Assessments even if the landowner is not contesting the amount of such special assessments.

Failure to Comply with Assessment Proceedings

The District is required to comply with statutory procedures in levying the Series 2021 Assessments. Failure of the District to follow these procedures could result in the Series 2021 Assessments not being levied or potential future challenges to such levy.

Other Taxes

The willingness and/or ability of a landowner within the District to pay the Series 2021 Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as a county, a school board, a municipality and other special districts, could, without the consent of the owners of the land within the District, impose additional taxes or assessments on the property within the District. County, municipal, school and special district taxes and assessments, including the Series 2021 Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, are payable at the same time when collected under the Uniform Method. If a taxpayer does not make complete payment, he or she cannot designate specific line items on the tax bill as deemed paid in full. In such case, the Tax Collector does not accept partial payment. Therefore, any failure by a landowner to pay any one line item, whether or not it is the Series 2021 Assessments, would result in such landowner's assessments to not be collected, which could have a significant adverse impact on the District's ability to make full or punctual payment of Debt Service on the Series 2021 Bonds.

The District may also impose additional assessments which could encumber the property burdened by the Series 2021 Assessments. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2021 Assessments. In addition, lands within the District may also be subject to assessments by property and homeowner associations.

Inadequacy of Reserve

Some of the risk factors described herein, if materialized, could result in a delay in the collection of the Series 2021 Assessments or a failure to collect the Series 2021 Assessments, but may not affect the timely payment of Debt Service on the Series 2021 Bonds because of the Series 2021 Reserve Account established by the District for the Series 2021 Bonds. However, the ability of the District to fund deficiencies caused by delinquent or delayed Series 2021 Assessments is dependent upon the amount, duration and frequency of such deficiencies or delays. If the District has difficulty in collecting the Series 2021 Assessments, the Series 2021 Reserve Account could be rapidly depleted and the ability of the District to pay Debt Service could be materially adversely affected. Owners should note that although the Indenture contains the Series 2021 Reserve Account Requirement for the Series 2021 Reserve Account, and a corresponding obligation on the part of the District to replenish the Series 2021 Reserve Account to the Series 2021 Reserve Account Requirement, the District does not have a designated revenue source for replenishing the Series 2021

Reserve Account. Moreover, the District will not be permitted to re-assess real property then burdened by the Series 2021 Assessments in order to provide for the replenishment of the Series 2021 Reserve Account.

Moneys on deposit in the Series 2021 Reserve Account may be invested in certain obligations permitted under the Indenture. Fluctuations in interest rates and other market factors could affect the amount of moneys available in the Series 2021 Reserve Account to make up deficiencies or delays in collection of Series 2021 Assessments.

Economic Conditions

The proposed Development may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the landowners or the District. Although the Developer expects to continue to develop lots and sell lots to builders to build homes to sell to end users, there can be no assurance that such sales will occur or be realized in the manner currently anticipated. See, "Infectious Virus and/or Diseases."

Concentration of Land Ownership in Developer

Until further development and lot sales take place in the District, payment of the Series 2021 Assessments is dependent upon their timely payment by the Developer. At closing of the sale of the Series 2021 Bonds it is expected that a significant portion of the lands within the District will be owned either directly or indirectly by the Developer. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other subsequent significant owner of property within the District, delays could most likely occur in the payment of Debt Service on the Series 2021 Bonds. Such bankruptcy could negatively impact the ability of: (i) the Developer or any other landowner being able to pay the Series 2021 Assessments; (ii) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2021 Assessments being collected pursuant to the Uniform Method; and (iii) the District to foreclose the lien of any Series 2021 Assessments not being collected pursuant to the Uniform Method. The Uniform Method will not be used with respect to any assessable lands that are not platted, unless, in an Event of Default, a majority of the owners of the Series 2021 Bonds Outstanding directs the District to use the Uniform Method.

Undeveloped Land

A portion of the acreage in the District encumbered by the Series 2021 Assessments is undeveloped. The ultimate successful development of the acreage in the District depends on several factors discussed herein. There is no assurance that the Developer and other landowners will be successful in developing part or all of the undeveloped acreage.

Change in Development Plans

The Developer has the right to modify or change plans for development of property within the District, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed, and may seek in the future, in accordance with, and subject to the provisions of the Act, to contract or expand the boundaries of the District.

Bulk Sale of Land

The Developer may make bulk sales of all or a portion of the lands owned by it within the District at any time. Bulk sale agreements may be canceled or amended, without the consent of the District or any other party. Such changes could affect the purchase price of, delivery timing and/or development of lots within the District that is otherwise described herein. For additional information concerning the Developer's plans to sell certain developed lots and undeveloped acreage, see "THE DEVELOPMENT – Development Plan/Status" herein.

Completion of Capital Improvement Plan

The Series 2021 Bond proceeds will not be sufficient to finance the completion of the Capital Improvement Plan. The portions of the Capital Improvement Plan not funded with proceeds of the Series 2021 Bonds are expected to be funded with a future Series of Bonds and contributions from the Developer. There is no assurance that the Developer will be able to pay for the cost of any of these improvements. Upon issuance of the Series 2021 Bonds, the Developer will enter into the Completion Agreement with respect to any portions of the Capital Improvement Plan not funded with the proceeds of the Series 2021 Bonds. See "THE DEVELOPMENT – Finance Plan – Remaining District Improvements" and "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS – Completion Agreement" herein.

Upon issuance of the Series 2021 Bonds, the Developer will also execute and deliver to the District the Assignment Agreement, pursuant to which the Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, all of its development rights relating to the Capital Improvement Plan as security for Developer's payment and performance and discharge of its obligation to pay the Series 2021 Assessments. However, there can be no assurance, that the District will have sufficient moneys on hand to complete the Capital Improvement Plan or that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the Capital Improvement Plan. Pursuant to the Indenture, the District will covenant not to impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners; provided, however, that the District may impose Assessments for capital projects on lands subject to the Series 2021 Assessments without the written consent of the Majority Owners if either (i) such Assessments proposed to be allocated to platted units do not exceed the Maximum Assessment Levels or (ii) the Series 2021 Assessments have been Substantially Absorbed. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners. Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the owners of the Series 2021 Bonds should it be necessary to institute proceedings due to the nonpayment of the Series 2021 Assessments. Failure to complete or substantial delays in the completion of the Capital Improvement Plan due to litigation or other causes may reduce the value of the lands in the District and increase the length of time during which Series 2021 Assessments will be payable from undeveloped property and may affect the willingness and ability of the landowners to pay the Series 2021 Assessments when due and likewise the ability of the District to make full or punctual payment of Debt Service on the Series 2021 Bonds.

Regulatory and Environmental Risks

The Development is subject to comprehensive federal, state and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of planned improvements, both public and private, and construction of the infrastructure in accordance with applicable zoning, land use and environmental regulations. Although all such approvals required to date have been received and any further approvals are anticipated to be received as needed, failure to obtain any such approvals in a timely manner could delay or adversely affect the completion of the development of the District lands.

The value of the land within the District, the ability to complete the Capital Improvement Plan, or to develop the Development and the likelihood of timely payment of Debt Service on the Series 2021 Bonds could be affected by environmental factors with respect to the lands in the District, such as contamination by hazardous materials. No assurance can be given that unknown hazardous materials, protected animals or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the development of the District lands. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District.

District May Not be Able to Obtain Permits

In connection with a foreclosure of the lien of assessments prior to completion of development, the Circuit Court in and for Lake County, Florida concluded that a community development district had no right, title or interest in any permits and approvals owned by the owner of the parcels so foreclosed. As discussed above, the District and the Developer will enter into the Assignment Agreement upon issuance of the Series 2021 Bonds in which the Developer collaterally assigns to the District all of Developer's development rights and contract rights relating to the Capital Improvement Plan. Notwithstanding the foregoing, in the event that the District forecloses on the property subject to the lien of the Series 2021 Assessments, to enforce payment thereof, the District may not have the right, title or interest in the permits and approvals owned by the Developer and failure to obtain any such permits or approvals in a timely manner could delay or adversely affect the completion of the Development.

Cybersecurity

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurance can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of debt service on the Series 2021 Bonds.

Infectious Viruses and/or Diseases

A novel coronavirus outbreak first identified in 2019 is causing coronavirus disease 2019 ("COVID-19"), which was characterized by the World Health Organization on March 11, 2020, as a pandemic. Responses to COVID-19 have varied at the local, state and national levels. On March 13, 2020, President

Trump declared a national emergency in response to COVID-19. Both prior and subsequent to the President's declaration, a variety of federal agencies, along with state and local governments, have implemented efforts designed to limit the spread of COVID-19. Since the pandemic declaration, COVID-19 has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue to negatively affect economic growth and financial markets worldwide, including within Florida. How long this negative impact will last cannot be determined at this time; however, these negative impacts could reduce property values, slow or cease development and sales within the Development and/or otherwise have a negative financial impact on the Developer or subsequent landowners. While the foregoing describes certain risks related to the current outbreak of COVID-19, the same risks may be associated with any contagious epidemic or pandemic or disease.

Damage to District from Natural Disasters

The value of the lands subject to the Series 2021 Assessments could be adversely affected by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District lands unable to support the development and construction of the Capital Improvement Plan. The occurrence of any such events could materially adversely affect the District's ability to collect Series 2021 Assessments and pay Debt Service on the Series 2021 Bonds. The Series 2021 Bonds are not insured and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.

Limited Secondary Market

The Series 2021 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2021 Bonds in the event an owner thereof determines to solicit purchasers of the Series 2021 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2021 Bonds may be sold. Such price may be lower than that paid by the current owner of the Series 2021 Bonds, depending on the progress of the Development, existing market conditions and other factors.

Interest Rate Risk; No Rate Adjustment for Taxability

The interest rate borne by the Series 2021 Bonds is, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2021 Bonds. These higher interest rates are intended to compensate investors in the Series 2021 Bonds for the risk inherent in the purchase of the Series 2021 Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2021 Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2021 Bonds, and, in turn, may increase the burden of landowners within the District, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2021 Assessments.

The Indenture does not contain an adjustment of the interest rate on the Series 2021 Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with the Arbitrage Certificate, including but not limited to the Tax Regulatory Covenants contained in the Indenture or the tax certificate signed by the District upon issuance of the Series 2021 Bonds or due to a change in the United States income tax laws. Should interest on the Series 2021 Bonds become includable in gross income for federal income tax purposes, owners of the Series 2021 Bonds

will be required to pay income taxes on the interest received on such Series 2021 Bonds and related penalties. Because the interest rate on such Series 2021 Bonds will not be adequate to compensate owners of the Series 2021 Bonds for the income taxes due on such interest, the value of the Series 2021 Bonds may decline. Prospective purchasers of the Series 2021 Bonds should evaluate whether they can own the Series 2021 Bonds in the event that the interest on the Series 2021 Bonds becomes taxable and/or the District is ever determined to not be a political subdivision for purposes of the Code and/or Securities Act.

IRS Audit and Examination Risk

The Internal Revenue Service (the “IRS”) routinely examines bonds issued by state and local governments, including bonds issued by community development districts. There is no assurance that an audit by the IRS of the Series 2021 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law. Owners of the Series 2021 Bonds are advised that, if the IRS does audit the Series 2021 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the Series 2021 Bonds may have limited rights to participate in such procedure.* The commencement of such an audit could adversely affect the market value and liquidity of the Series 2021 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2021 Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. An adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2021 Bonds may adversely impact any secondary market for the Series 2021 Bonds, and, if a secondary market exists, will likely adversely impact the price for which the Series 2021 Bonds may be sold.

It has been reported that the IRS has closed audits of other community development districts in Florida with no change to such districts’ bonds’ tax exempt status, but has advised such districts that such districts must have public electors within five (5) years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six (6) years from the date of establishment of the community development district or the time at which there are at least 250 qualified electors in the district. The District was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all of the members of the Board of the District were elected by the Developer, and none were elected by qualified electors.

Florida Village Center CDD TAM

In 2016, the IRS concluded its lengthy examination of certain issues of bonds (for purposes of this paragraph, the “Audited Bonds”) issued by Village Center Community Development District (the “Village Center CDD”). During the course of the audit of the Audited Bonds, Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum (“TAM”) concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not

* Owners of the Series 2021 Bonds are advised to consult with their own tax advisors regarding their rights (if any) with respect to such audit.

excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015, which granted relief to Village Center CDD from retroactive application of the IRS's conclusion regarding its failure to qualify as a political subdivision. Prior to the conclusion of the audits, the Audited Bonds were all refunded with taxable bonds. The audit of the Audited Bonds that were issued for utility improvements were closed without change to the tax exempt status of those Audited Bonds on April 25, 2016, and the audit of the remainder of the Audited Bonds (which funded recreational amenity acquisitions from entities related to the principal landowner in the Village Center CDD) was closed on July 14, 2016, without the IRS making a final determination that the interest on the Audited Bonds in question was required to be included in gross income. However, the IRS letter to the Village Center CDD with respect to this second set of Audited Bonds noted that the Agency found that the Village Center CDD was not a "proper issuer of tax-exempt bonds" and that those Audited Bonds were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption. Although the TAMs and the letters to the Village Center CDD from the IRS referred to above are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, they reflect the audit position of the IRS, and there can be no assurance that the IRS would not commence additional audits of bonds issued by other community development districts raising issues similar to the issues raised in the case of the Audited Bonds based on the analysis set forth in the first TAM or on the related concerns addressed in the July 14, 2016 letter to the Village Center CDD.

Legislative Proposals and State Tax Reform

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor of the State of Florida, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any pending or future legislation will or may have on the security for the Series 2021 Bonds.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2021 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2021 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2021 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2021 Bonds. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2021 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for or marketability of the Series 2021 Bonds.

Loss of Exemption from Securities Registration

Since the Series 2021 Bonds have not been, and will not be, registered under the Securities Act, or any state securities laws, because of the exemption for political subdivisions and regardless of any potential

IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of the Series 2021 Bonds may not be able to rely on the exemption from registration relating to securities issued by political subdivisions. In that event, the owners of the Series 2021 Bonds would need to ensure that subsequent transfers of the Series 2021 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

Performance of District Professionals

The District has represented to the Underwriter that it has selected its District Manager, District Counsel, District Engineer, Methodology Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

Mortgage Default and FDIC

In the event a bank forecloses on a property in the District because of a default on a mortgage with respect thereto and then the bank itself fails, the Federal Deposit Insurance Corporation (the “FDIC”), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2021 Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay Series 2021 Assessments.

The risks described under this “BONDOWNERS’ RISKS” section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2021 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety, and to ask questions of representatives of the District to obtain a more complete description of investment considerations relating to the Series 2021 Bonds.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as APPENDIX D hereto, the interest on the Series 2021 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions. Failure by the District to comply subsequently to the issuance of the Series 2021 Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), including but not limited to requirements regarding the use, expenditure and investment of Series 2021 Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2021 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2021 Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2021 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2021 Bonds and the payment of certain arbitrage earnings in excess of the “yield” on the Series 2021 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2021 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2021 Bonds. Prospective purchasers of the Series 2021 Bonds should be aware that the ownership of the Series 2021 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2021 Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2021 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2021 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2021 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2021 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2021 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Florida Taxes

In the opinion of Bond Counsel, the Series 2021 Bonds and interest thereon are exempt from taxation under the laws of the State, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220.

Other Tax Matters

Interest on the Series 2021 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2021 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2021 Bonds in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2021 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2021 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2021 Bonds and their market value. No assurance can be given that additional legislative proposals

will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2021 Bonds.

On February 23, 2016, the Internal Revenue Service issued a notice of proposed rulemaking (the “Proposed Regulations”) and notice of public hearing containing proposed regulations that provided guidance regarding the definition of political subdivision for purposes of the rules for tax-exempt bonds, including determinations of entities that are valid issuers of tax-exempt bonds. On October 4, 2017, the Treasury Department (“Treasury”) announced that it would withdraw the proposed regulations, stating that, “while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues.” The Proposed Regulations were officially withdrawn on October 20, 2017. See also “BONDOWNERS’ RISKS” herein.

[Original Issue Discount

Certain of the Series 2021 Bonds (the “Discount Bonds”) may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2021 Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. A purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.]

[Bond Premium

Certain of the Series 2021 Bonds (the “Premium Bonds”) may be offered and sold to the public at a price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be

taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.]

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The District was established in August 2019 and has issued no bonds prior to the issuance of the Series 2021 Bonds.

NO RATING OR CREDIT ENHANCEMENT

The Series 2021 Bonds are neither rated nor credit enhanced. No application for a rating or credit enhancement with respect to the Series 2021 Bonds was made.

VALIDATION

The Bonds issued pursuant to the terms of the Master Indenture, which includes the Series 2021 Bonds, were validated by a final judgment of the Circuit Court of the Seventh Judicial Circuit of Florida, in and for St. Johns County on November 18, 2019, the appeal period for which expired with no appeal having been taken.

LITIGATION

The District

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2021 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization or existence, nor the title of the present members of the Board or the District Manager is being contested.

From time to time, the District expects to experience routine litigation and claims incidental to the conduct of its affairs. In connection with the issuance and sale of the Series 2021 Bonds, District Counsel will represent to the District and the Underwriter that there are no actions presently pending or to the knowledge of the District threatened against the District, the adverse outcome of which could reasonably be expected to have a material adverse effect on the availability of the Series 2021 Trust Estate, or the ability of the District to pay the Series 2021 Bonds from the Series 2021 Trust Estate.

The Developer

In connection with the issuance of the Series 2021 Bonds, the Developer will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer

to complete the Development as described herein, materially and adversely affect the ability of the Developer to pay the Series 2021 Assessments imposed against the land within the District owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

CONTINUING DISCLOSURE

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC Rule”), the District, the Developer and Governmental Management Services, LLC, as dissemination agent (the “Dissemination Agent”) will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement”), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of the Beneficial Owners to provide to the Dissemination Agent certain financial information and operating data relating to the District and the Series 2021 Bonds in each year (the “District Annual Report”), and to provide notices of the occurrence of certain enumerated material events. Such covenant by the District shall only apply so long as the Series 2021 Bonds remain outstanding under the Indenture.

Pursuant to the Disclosure Agreement, the Developer has covenanted for the benefit of the Beneficial Owners to provide to the District and the Dissemination Agent certain financial information and operating data relating to the Developer and the Development in each year (the “Developer Report”). Such covenant by the Developer will apply only until the earlier to occur of (x) the payment and redemption of the Series 2021 Bonds, or (y) the date on which the Developer owns less than twenty (20) percent of the real property encumbered by the Series 2021 Assessments that secure the Series 2021 Bonds; provided, however, that the Developer has covenanted and agreed with the District that such covenant will run with the land to the extent that any successor in interest which holds the land for development shall assume the continuing disclosure obligations of the Developer.

The District Annual Report and the Developer Report (together, the “Reports”) will each be filed by the Dissemination Agent with the Municipal Security Rulemaking Board’s Electronic Municipal Markets Access (“EMMA”) repository described in the form of the Disclosure Agreement attached hereto as APPENDIX E. The notices of material events will also be filed by the Dissemination Agent with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are described in APPENDIX E. The Disclosure Agreement will be executed by the District, the Developer and the Dissemination Agent at the time of issuance of the Series 2021 Bonds. The foregoing covenants have been made in order to assist the Underwriter in complying with the SEC Rule.

With respect to the Series 2021 Bonds, no parties other than the District and the Developer are obligated to provide, nor are expected to provide, any continuing disclosure information with respect to the SEC Rule.

Continuing Compliance – The Developer

During the five (5) years immediately preceding the issuance of the Series 2021 Bonds, the Developer has been subject to various continuing disclosure obligations with respect to the Development and certain bonds issued by the District and District I. With respect to its continuing disclosure obligation in connection with bonds issued in 2008 (the “2008 Bonds”), the Developer failed to file quarterly reports for the quarters ending December 31, 2016, March 31, 2017, June 30, 2017, September 30, 2017 and December 31, 2017, as required by such undertaking. No failure to file notices were posted with respect to such

failures. The Developer later filed a cumulative report on April 17, 2018, for the quarters ending December 31, 2016, through and including March 31, 2018. The 2008 Bonds are no longer outstanding and therefore the Developer no longer has any continuing disclosure obligation in connection with the 2008 Bonds. With respect to its continuing disclosure obligation in connection with bonds issued by District I on September 13, 2018, the Developer failed to timely file its quarterly report for the quarter ending March 31, 2019, filing such report one day after its due date.

UNDERWRITING

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase the Series 2021 Bonds from the District at a purchase price of \$_____ (which is the par amount of the Series 2021 Bonds, [plus/less] a [net] original issue [discount/premium] in the amount of \$_____ and less an Underwriter's discount of \$_____). See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein. The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all the Series 2021 Bonds if any are purchased.

The Underwriter intends to offer the Series 2021 Bonds to Accredited Investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2021 Bonds to certain dealers (including dealers depositing the Series 2021 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

LEGAL MATTERS

The Series 2021 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2021 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Hopping Green & Sams, P.A., Tallahassee, Florida, for the Developer by its counsel, Rogers Towers, P.A., St. Augustine, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2021 Bonds, that it will not limit or alter the rights of the issuer of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

FINANCIAL STATEMENTS

The District has covenanted in the Disclosure Agreement set forth in APPENDIX E hereto to provide its annual audited financial statements to the Municipal Securities Rulemaking Board's Electronic

Municipal Markets Access (“EMMA”) repository as described in APPENDIX E. The audited financial statements for the fiscal year ended September 30, 2019, are attached hereto as APPENDIX F. Such statements speak only as of September 30, 2019. The consent of the District’s auditor to include in this Limited Offering Memorandum the aforementioned report was not requested, and the general purpose financial statements of the District are provided only as publicly available documents. The auditor was not requested nor did they perform any procedures with respect to the preparation of this Limited Offering Memorandum or the information presented herein.

EXPERTS AND CONSULTANTS

The references herein to the District Engineer have been approved by said firm. The Engineer’s Reports prepared by such firm relating to the Capital Improvement Plan, the Series 2020 Project and the Series 2021 Project have been included as APPENDIX A attached hereto in reliance upon such firm as an expert in engineering. References to and excerpts herein from such Engineer’s Reports do not purport to be adequate summaries of such Engineer’s Reports or the Capital Improvement Plan, the Series 2020 Project and the Series 2021 Project or complete in all respects. Such Engineer’s Reports are an integral part of this Limited Offering Memorandum and should be read in their entirety for complete information with respect to the subjects discussed therein.

The references herein to the Methodology Consultant have been approved by said firm. The Assessment Reports prepared by such firm relating to the issuance of the Series 2021 Bonds have been included as APPENDIX B attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such Assessment Reports do not purport to be adequate summaries of such Assessment Reports or complete in all respects. Such Assessment Reports are an integral part of this Limited Offering Memorandum and should be read in their entirety for complete information with respect to the subjects discussed therein. Governmental Management Services, LLC has not been engaged to provide advice regarding the structuring or pricing of the Series 2021 Bonds.

CONTINGENT AND OTHER FEES

The District has retained Bond Counsel, District Counsel, the Methodology Consultant, the Underwriter (who has retained Underwriter’s Counsel) and the Trustee (who has retained Trustee’s Counsel), with respect to the authorization, sale, execution and delivery of the Series 2021 Bonds. Payment of the fees of such professionals, except for the payment of fees to District Counsel and the Methodology Consultant, are each contingent upon the issuance of the Series 2021 Bonds.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the Owners of the Series 2021 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of the Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the

information in this Limited Offering Memorandum in accordance with and as part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District from the date hereof. However, certain parties to the transaction, including the District, will, on the closing date of the Series 2021 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of the Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which the Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of the Limited Offering Memorandum to the date of closing of the Series 2021 Bonds that there has been no material adverse change in the information provided.

This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all of the foregoing statements.

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chair

APPENDIX A

ENGINEER'S REPORTS

APPENDIX B

ASSESSMENT REPORTS

APPENDIX C

**COPY OF MASTER INDENTURE AND FORM OF
SECOND SUPPLEMENTAL INDENTURE**

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

**AUDITED FINANCIAL STATEMENT FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019**

3.

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
(St. Johns County, Florida)

\$ _____
Capital Improvement Revenue Bonds,
Series 2021

April __, 2021

BOND PURCHASE AGREEMENT

Rivers Edge II Community Development District
St. Johns County, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Agreement with the Rivers Edge II Community Development District (the "District" or the "Issuer"). This offer is made subject to written acceptance hereof by the Issuer at or before 12:00 midnight, New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Capitalized terms that are not defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum or the Indenture, as applicable, each as defined herein.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$_____ Capital Improvement Revenue Bonds, Series 2021 (the "Series 2021 Bonds"). The Series 2021 Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2021 Bonds is payable semi-annually on May 1 and November 1 each year, commencing November 1, 2021. The aggregate purchase price for the Series 2021 Bonds shall be \$_____ (representing the aggregate par amount of the Series 2021 Bonds of \$_____, [less/plus] original issue [discount/premium], less an Underwriter's discount on the Series 2021 Bonds of \$_____).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

2. The Series 2021 Bonds. The Series 2021 Bonds are authorized and issued pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and Ordinance No. 2018-26 enacted by the County Commissioners of St. Johns County, Florida (the "County") and effective on June 22, 2018, as amended by Ordinance No. 2019-71, effective November 7, 2019. The District was established for the purposes, among other things, of financing and

managing the acquisition, construction, installation, maintenance and operation of a portion of the major infrastructure necessary for community development in RiverTown (the "Development"). The Series 2021 Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of May 1, 2020 (the "Master Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a Second Supplemental Trust Indenture, dated as of April 1, 2021, between the District and the Trustee (the "Second Supplemental Indenture," and, together with the Master Indenture, the "Indenture"), and Resolution Nos. 2019-12 and 2021-[] adopted by the District on July 22, 2019 and [March 17, 2021], respectively (together, the "Bond Resolution"), authorizing the issuance of the Series 2021 Bonds. The Series 2021 Assessments (hereinafter defined) comprising the Series 2021 Pledged Revenues will be levied by the Issuer on lands within the District specially benefited by the Project pursuant to resolutions duly adopted by the Board (collectively, the "Assessment Resolution"). The Series 2021 Bonds shall be as described in, and shall be issued and secured pursuant to, the provisions of the Indenture. The Issuer will also enter into: (a) a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with Mattamy Jacksonville LLC (the "Developer") and Governmental Management Services, LLC, as dissemination agent; (b) the Collateral Assignment and Assumption of Development Rights (the "Collateral Assignment") with the Developer; (c) the Completion Agreement (the "Completion Agreement") with the Developer; (c) the True-Up Agreement (the "True-Up Agreement") with the Developer; and (d) this Bond Purchase Agreement. For purposes hereof, this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement, the Collateral Assignment, the Completion Agreement and the True-Up Agreement are referred to herein collectively as the "Financing Documents."

The Series 2021 Bonds are being issued to: (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Project, as more particularly described in the Limited Offering Memorandum (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2021 Bonds; (iii) make a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds; and (iv) pay a portion of the interest first coming due on the Series 2021 Bonds.

The principal and interest on the Series 2021 Bonds are payable from and secured by the Series 2021 Trust Estate, which includes the Series 2021 Pledged Revenues and the Series 2021 Pledged Funds. The Series 2021 Pledged Revenues consist primarily of the revenues derived by the District from non ad-valorem special assessments levied against lands in the District that are subject to assessment as a result of the Project (the "Series 2021 Assessments").

3. Delivery of Limited Offering Memorandum and Other Documents. (a) Prior to the date hereof, the Issuer provided to the Underwriter for its review the Preliminary Limited Offering Memorandum, dated March __, 2021 (the "Preliminary Limited Offering Memorandum"), that the Issuer deemed final as of its date, except for certain permitted omissions (the "permitted omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the pricing of the Series 2021 Bonds. The Issuer hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date except for the permitted omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least three (3) business days prior to the date the Series 2021 Bonds are delivered to the Underwriter, or within such other period as the Underwriter may inform the Issuer which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment

from any customer sufficient copies of the final Limited Offering Memorandum ("Limited Offering Memorandum") to enable the Underwriter to fulfill its obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriter. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the Issuer as shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The Issuer authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the public offering and sale of the Series 2021 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2021 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if the Issuer has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the Issuer, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file or cause, to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Series 2021 Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2021 Bonds are hereinafter included within the term "Limited Offering Memorandum."

4. Authority of the Underwriter. The Underwriter is duly authorized to execute this Bond Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any "person" or "affiliate" has been on the "convicted vendor list" during the past thirty-six (36) months, as all such terms are defined in Section 287.133, Florida Statutes, as amended.

5. Offering and Sale of Bonds. The Underwriter agrees to make a bona fide limited offering to "accredited investors" representing the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriter or wholesalers) of all of the Series 2021 Bonds at not in excess of the initial public offering price or prices (or below the yield or yields) set forth in Exhibit A hereto; provided, however, that the Underwriter may (i) offer and sell the Series 2021 Bonds to certain bond houses, brokers or to similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices set forth in Exhibit A hereto, and (ii) change

such initial offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Series 2021 Bonds. The Issuer hereby authorizes the Underwriter to use the Limited Offering Memorandum in connection with the public offering and sale of the Series 2021 Bonds and ratifies and confirms the distribution and use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with such public offering and sale.

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing (hereinafter defined):

(a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State of Florida, with full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolution; (ii) enter into the agreements set forth in the Financing Documents; (iii) sell, issue and deliver the Series 2021 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2021 Bonds for the purposes described in the Limited Offering Memorandum; (v) authorize the distribution of the Preliminary Limited Offering Memorandum and execution of the Limited Offering Memorandum; (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Financing Documents and the Limited Offering Memorandum; (vii) undertake the completion or acquisition of the Project; and (viii) levy and collect the Series 2021 Assessments that will secure the Series 2021 Bonds. The Issuer has complied, and at the Closing will be in compliance in all respects, with the terms of the Act and with the obligations on its part contained in the Financing Documents and the Series 2021 Bonds.

(b) The District has complied, and at the Closing will be in compliance in all respects, with the Bond Resolution, the Assessment Resolution, the Act, and the Constitution and laws of the State of Florida in all matters relating to the Financing Documents and the Series 2021 Bonds, and the imposition, and levy and collection of the Series 2021 Assessments.

(c) The District has duly authorized and approved (and, with respect to the final Series 2021 Assessments, will duly authorize and approve) (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, the Series 2021 Assessments and the Series 2021 Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Financing Documents, the Series 2021 Assessments, the Series 2021 Bonds and the Limited Offering Memorandum.

(d) Each of the Financing Documents constitutes, or will at Closing constitute, a legally valid and binding obligation of the District enforceable in accordance with its terms, and, upon due authorization, execution and delivery thereof by the parties thereto, will constitute the legal, valid and binding obligation of the District enforceable in accordance with its terms.

(e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2021 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Series 2021 Bonds as aforesaid, the Second Supplemental Indenture will provide, for the benefit of the holders from time to time of the Series 2021 Bonds, a legally valid and binding pledge of and a security interest in and to the Series 2021 Trust Estate pledged to the Series 2021 Bonds, subject only to the provisions of the Second Supplemental Indenture permitting the application of such Series 2021 Trust Estate for the purposes and on the terms and conditions set forth in the Second Supplemental Indenture.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be made simultaneously with the issuance of the Series 2021 Bonds, is required to be obtained by the District in connection with the issuance and sale of the Series 2021 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under the Financing Documents and the Series 2021 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) The District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, the Financing Documents, the Series 2021 Bonds or any applicable judgment or decree or any other loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, that could have a materially adverse effect on the business or operations of the District, and no event of default by the District has occurred and is continuing under any such instrument.

(i) The execution and delivery by the District of the Financing Documents, the Series 2021 Bonds and any other instrument to which the District is a party and which is used or contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2021 Bonds or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of, or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State of Florida or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.

(j) Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Series 2021 Bonds or the proceedings relating to the Series 2021 Assessments, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2021 Bonds, the Financing Documents, the Series 2021 Assessments or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2021 Bonds, (6) the exemption under the Act of the Series 2021 Bonds and the interest thereon from taxation imposed by the

State of Florida, (7) the legality of investment in the Series 2021 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series 2021 Bonds, or (9) the collection of the Series 2021 Assessments and the pledge thereof under the Indenture to pay the principal or premium, if any, or interest on the Series 2021 Bonds.

(k) Other than as stated in the Limited Offering Memorandum, the District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the Series 2021 Pledged Revenues and Series 2021 Pledged Funds pledged to the Series 2021 Bonds with a lien thereon prior to or on a parity with the lien of the Series 2021 Bonds.

(l) Between the date of this Bond Purchase Agreement and the date of the Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Limited Offering Memorandum, or (2) in the ordinary course of business.

(m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(n) No representation or warranty by the District in this Bond Purchase Agreement nor any statement, certificate, document or exhibit furnished to or to be furnished by the District pursuant to this Bond Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, provided, however, that no representation is made with respect to information concerning The Depository Trust Company or the Underwriter or concerning information in the Limited Offering Memorandum under the captions "THE DEVELOPMENT," "THE DEVELOPER," "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System," "TAX MATTERS," "LITIGATION – The Developer," and "CONTINUING DISCLOSURE – Continuing Compliance – Developer."

(o) The District is not in default and has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the District.

7. The Closing. At 12:00 noon, New York time, on April __, 2021, or at such earlier or later time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2021 Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2021 Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Series 2021 Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Series 2021 Bonds, but neither the failure to print such number on any Series 2021 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2021 Bonds in accordance with the terms of this Bond Purchase Agreement. The Closing shall occur at the offices of the Issuer, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2021 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the

name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC "F.A.S.T." procedure is used which requires the Registrar to retain possession of the Series 2021 Bonds.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of the Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2021 Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of the Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement and the Indenture as of the date of Closing;

(b) At the Closing, (1) the Financing Documents and the Series 2021 Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2021 Bonds all such action as in the reasonable opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to be performed at or prior to the Closing, and (5) the Series 2021 Bonds shall have been duly authorized, executed, authenticated and delivered;

(c) At or prior to the Closing, the Underwriter shall have received executed or certified copies of the following documents:

(1) Certificates, dated the date of Closing regarding the Limited Offering Memorandum and no default;

(2) The Bond Resolution and the Assessment Resolution, certified by authorized officers of the District under its seal as a true and correct copy and as having been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;

(3) The Limited Offering Memorandum and each supplement or amendment thereto, as applicable;

(4) A certificate of the District, dated the date of Closing, signed on its behalf by the Chair or Vice Chair and the Secretary or an Assistant Secretary of its Board of Supervisors, in substantially the form of Exhibit C hereto;

(5) An opinion, dated the date of Closing, of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum;

(6) An opinion of Bond Counsel to the effect that Bond Counsel has reviewed the statements contained in the Limited Offering Memorandum under the sections captioned "DESCRIPTION OF THE SERIES 2021 BONDS" (other than the portion thereof captioned "Book-Entry Only System" and other than any information therein relating to DTC or the book-entry system, as to which no opinion is expressed) and "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS" (other than the portions thereof captioned "Agreement for Assignment of Development Rights," "Completion Agreement," and "True-Up Agreement" as to all of which no opinion will be expressed) and, insofar as such statements purport to be summaries of certain provisions of the Series 2021 Bonds, the Act and the Indenture, they constitute a fair summary of the information purported to be summarized therein, and the statements in the Limited Offering Memorandum on the cover relating to Bond Counsel's opinion and under the caption "TAX MATTERS" are accurate statements or summaries of the matters therein set forth;

(7) An opinion, dated the date of Closing, of Hopping Green & Sams, P.A., Tallahassee, Florida, District Counsel, in substantially the form of Exhibit D hereto;

(8) Copies of the Revised Master Special Assessment Methodology Report and the Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds prepared by Governmental Management Services, LLC and a certificate from such firm in substantially the form attached hereto as Exhibit E;

(9) An opinion, dated the date of Closing, of Bryant Miller Olive P.A., Orlando, Florida, Counsel to the Underwriter (the "Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;

(10) An opinion, dated the date of Closing and addressed to the Underwriter and the Issuer, of counsel to the Trustee, in form and substance acceptable to the Underwriter and a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Trustee;

(11) A certificate of the Developer, in substantially the form of the certificate included herein as Exhibit G and an opinion of counsel to the Developer in substantially the form included herein as Exhibit H (which may be addressed to such parties in one or more separate opinions);

(12) Copies of the Master Improvement Plan Report and the Engineer's Report Series 2021 Bonds and a certificate from the Issuer's Consulting Engineer, in substantially the form

attached hereto as Exhibit I, dated the date of Closing and addressed to the Issuer and the Underwriter;

(13) A certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of Closing, it is not expected that the proceeds of the Series 2021 Bonds will be used in a manner that would cause the Series 2021 Bonds to be “arbitrage bonds” within the meaning of Section 148 of Internal Revenue Code of 1986, as amended;

(14) Specimen Series 2021 Bonds;

(15) A copy of the executed Letter of Representations between the District and The Depository Trust Company, New York, New York;

(16) Executed Financing Documents;

(17) Evidence of compliance with the requirements of Section 189.051, Florida Statutes;

(18) A copy of the Final Judgment issued on November 18, 2019 by the Circuit Court of the Seventh Judicial Circuit of Florida, in and for St. Johns County, Florida in Case No. 2019-CA-1259 and a certificate of no appeal;

(19) A Declaration of Consent from the Developer;

(20) A certificate of the District Manager, in substantially the form of the certificate included herein as Exhibit F; and

(21) Such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2021 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter’s Counsel may deem necessary to evidence the truth and accuracy as of the Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payments for, the Series 2021 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in their sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2021 Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of

delivery and payment of the Series 2021 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder, but the respective obligations of the Underwriter and the District set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter may terminate this Bond Purchase Agreement by written notice to the Issuer in the event that between the date hereof and the Closing:

(a) the marketability of the Series 2021 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (i) enacted or adopted by the United States, (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (iii) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States, or any comparable legislative, judicial or administrative development affecting the federal tax status of the Issuer, its property or income, obligations of the general character of the Series 2021 Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulations shall be introduced in, or be enacted or adopted in the State of Florida, or a decision by any court of competent jurisdiction within the State of Florida shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by them; or

(c) any amendment to the Limited Offering Memorandum is proposed by the Issuer or deemed necessary by Bond Counsel, or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by them; or

(d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2021 Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2021 Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as

amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter of the Series 2021 Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Issuer to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2021 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2021 Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2021 Bonds, or the Series 2021 Bonds, as contemplated hereby; or

(g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Issuer or proceedings under the federal or State of Florida bankruptcy laws shall have been instituted by the Issuer, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect (i) the market price or the marketability of the Series 2021 Bonds, or (ii) the ability of the Underwriter to enforce contracts for the sale of the Series 2021 Bonds; or

(h) a general banking moratorium shall have been declared by the United States, New York or Florida authorities, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by them; or

(i) any national securities exchange, or any governmental authority, shall impose, as to the Series 2021 Bonds or obligations of the general character of the Series 2021 Bonds any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by it; or

(j) legal action shall have been filed against the Issuer wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2021 Bonds, the Bond Resolution, the Assessment Resolution, the Indenture, the Continuing Disclosure Agreement or this Bond Purchase Agreement; provided, however, that as to any such litigation, the Issuer may request and the Underwriter may accept an opinion by Bond Counsel, or of other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations; or

(l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2021 Bonds or the contemplated offering prices thereof and upon the receipt of notice by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum.

(n) the IRS makes a determination with respect to any special purpose development district formed under State law (referred to herein as a "Special District") deeming that all or certain of such Special Districts are not a "political subdivision" for purposes of Section 103(a) of the Code, and such determination, in the reasonable opinion of the Underwriter, materially adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2021 Bonds or the contemplated offering prices thereof.

10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2021 Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this Bond Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (2) the fees and disbursements of Bond Counsel, District Counsel, Governmental Management Services, LLC, as Methodology Consultant, Prosser, Inc., as Consulting Engineer, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager; (3) the fees and disbursements of Underwriter's Counsel, (4) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture; and (5) out-of-pocket expenses of the District.

(b) The Underwriter shall pay (1) the cost of qualifying the Series 2021 Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale; and (2) out-of-pocket expenses,

including advertising, incurred by them in connection with their offering and distribution of the Series 2021 Bonds.

(c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2021 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2021 Bonds, (v) the Underwriter has financial and other interests that differ from those of the District, and (vi) the District has received the Underwriter's G-17 Disclosure Letter.

12. Notices. All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Underwriter: MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789
Attn: Brett Sealy

The District: Rivers Edge II Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092
Attn: James A. Perry
Phone: (904) 940-5850

Copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jennifer Kilinski, Esq.

13. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assignees of the Issuer or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Bond Purchase Agreement shall remain

operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of and payment for the Series 2021 Bonds pursuant to this Bond Purchase Agreement; or (iii) any termination of this Bond Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

14. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in their sole discretion.

15. Effectiveness. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chair or Vice Chair and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Headings. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

18. Florida Law Governs. The validity, interpretation and performance of this Bond Purchase Agreement shall be governed by the laws of the State of Florida.

19. Truth In Bonding Statement. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:

(a) The Issuer is proposing to issue the Series 2021 Bonds for the purposes of (i) paying the Costs of the Project; (ii) paying certain costs associated with the issuance of the Series 2021 Bonds; (iii) making a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds; and (iv) paying a portion of the interest first coming due on the Series 2021 Bonds. The Series 2021 Bonds are expected to be repaid over a period of approximately [_____] ([__]) years. At a true interest cost of approximately _____%, total interest paid over the life of the Series 2021 Bonds will be approximately \$_____.

(b) The sources of repayment for the Series 2021 Bonds are the Series 2021 Pledged Revenues and the Series 2021 Pledged Funds (as described in Section 2 hereof). Authorizing the Series 2021 Bonds will result in a maximum of approximately \$_____ not being available to finance other services of the Issuer every year for approximately [_____] ([__]) years.

20. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2021 Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit J, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2021 Bonds.

(b) The Issuer will treat the first price at which 10% of each maturity of the Series 2021 Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2021 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2021 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2021 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the date of Closing has occurred, until the 10% test has been satisfied as to the Series 2021 Bonds of that maturity or until all Series 2021 Bonds of that maturity have been sold to the public.

[Remainder of page intentionally left blank]

21. Entire Agreement. This Bond Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Issuer or the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____

Name: Brett Sealy

Title: Managing Partner

Accepted by:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: Jacob O'Keefe

Title: Chair

EXHIBIT A

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS*

REDEMPTION PROVISIONS FOR THE SERIES 2021 BONDS

* The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Bond Purchase Agreement.

EXHIBIT B

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

\$ _____
Capital Improvement Revenue Bonds,
Series 2021

DISCLOSURE STATEMENT

April __, 2021

Rivers Edge II Community Development District
St. Johns County, Florida

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the above-captioned Bonds pursuant to a Bond Purchase Agreement dated April __, 2021 (the "Purchase Agreement") between the Underwriter and Rivers Edge II Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Bonds:

(a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Agreement is \$ _____ (___%).

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Bonds is \$ _____. An itemization of these expenses is attached hereto as Schedule I.

(c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Bonds.

(d) The components of the Underwriter's discount are as follows:

	<u>Per \$1,000</u>		
Management Fee:		or	\$
Takedown:		or	
Expenses:	_____	or	_____
			\$

(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes, as amended.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____

Name: Brett Sealy

Title: Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

Travel Expenses	\$
Communication	
Day Loan	
Clearance & Settlement Charges	
CUSIP / DTC	
Contingency	
<hr/>	
Total	\$

EXHIBIT C

CERTIFICATE OF DISTRICT

The undersigned, as Chair and Secretary, respectively, of the Board of Supervisors (the "Board") of Rivers Edge II Community Development District (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 8(c)(4) of the Bond Purchase Agreement, dated April __, 2021, with the District (the "Bond Purchase Agreement") in connection with the issuance by the District of its \$_____ Capital Improvement Revenue Bonds, Series 2021 (the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Bond Purchase Agreement):

1. Jacob O'Keefe is the duly appointed and acting Chair of, and James A. Perry is the duly appointed and acting Secretary to, the Board, authorized by resolution of the Board pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District.

2. There is currently one vacancy on the Board of Supervisors. The following named persons are as of the date hereof the duly elected, qualified and acting members of the Board holding the office of appointment set forth opposite their names:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Jacob O'Keefe*	Chair	November 2022
D.J. Smith*	Vice Chair	November 2024
Jason Thomas*	Assistant Secretary	November 2024
Chris Henderson*	Assistant Secretary	November 2022

* Affiliated with Developer.

3. Each of said persons since his or her appointment as aforesaid has been and now is the duly designated and qualified officer of the Board holding the office set forth opposite his or her name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking in form and amount required by law.

4. The seal, an impression of which appears below, was duly adopted by the District as its official seal and is the only legally adopted, proper and official seal of the District.

5. At duly called and held meetings of the Board on July 22, 2019 and [March 17, 2021], the Board duly adopted Resolution Nos. 2019-12 and 2021-[__], respectively, true and correct copies of which are attached hereto (collectively, the "Bond Resolution"), which Bond Resolution remains in full force and effect on the date hereof.

6. At duly called and held meetings of the Board on October 16, 2019, November 20, 2019, and [April 21, 2021], the Board duly adopted Resolution Nos. 2020-01, Resolution No. 2020-03, and Resolution No. 2021-[__], respectively, true and correct copies of which are attached hereto (collectively,

the "Assessment Resolutions"), which Assessment Resolutions remain in full force and effect on the date hereof.

7. The above referenced meetings of the Board at which the Bond Resolution and Assessment Resolutions were adopted were duly called in accordance with applicable law and at said meetings a quorum was present and acted throughout. All meetings of the Board at which the Board considered any matters related to the Bond Resolution, the Assessment Resolutions, the Indenture, the Bonds or any documents related to the issuance of the Bonds have been open to the public and held in accordance with the procedures required by Section 189.015 and Chapter 286, Florida Statutes, as amended, and all laws amendatory thereof and supplementary thereto.

8. The District has complied with the provisions of Chapters 170, 190 and 197, Florida Statutes related to the imposition, levy, collection and enforcement of the Series 2021 Assessments.

9. Upon authentication and delivery of the Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolution, the Assessment Resolutions or the Indenture.

10. Each of the representations and warranties made by the District in the Bond Purchase Agreement is, to the best of our knowledge and belief, true and accurate on and as of this date.

11. The District has complied with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Bonds pursuant to the Bond Purchase Agreement, the Bond Resolution, the Assessment Resolutions and the Indenture.

12. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material and adverse change has occurred in the business, properties, other assets and financial position of the District or results of operations of the District; and to the best of our knowledge, the District has not, since the date of the Limited Offering Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

13. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum (but without intending to address "THE DEVELOPMENT," "THE DEVELOPER," "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System," "TAX MATTERS," "LITIGATION – The Developer," and "CONTINUING DISCLOSURE – Continuing Compliance – The Developer") did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or its book-entry only system or concerning information in the Limited Offering Memorandum under the captions "THE DEVELOPMENT," "THE DEVELOPER," "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System," "TAX MATTERS," "LITIGATION – The Developer," and "CONTINUING DISCLOSURE – Continuing Compliance – The Developer." Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum, as of its date or as of the date hereof contained an untrue statement of a material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made not misleading.

14. Except as set forth in the Limited Offering Memorandum, on the date hereof, no litigation or other proceedings are pending or to the knowledge of the District threatened against the District in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of any of the Bonds or the imposition, levy and collection of the Series 2021 Assessments or the pledge thereof to the payment of the principal of and premium, if any, and interest on the Bonds, (b) questioning or affecting the validity of any provision of the Bonds, the Bond Resolution, the Assessment Resolutions, the Series 2021 Assessments or the Financing Documents, as those documents are defined in the Bond Purchase Agreement, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State of Florida, (e) contesting or affecting the Series 2021 Assessments or the Project, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, (g) contesting the exclusion of interest on the Bonds from federal income taxation, or (h) contesting the exemption from taxation of the Bonds and the interest thereon under Florida law or the legality for investment therein.

15. To the best of our knowledge, the interest rates on the Bonds are in compliance with the requirements of Section 215.84(3), Florida Statutes.

IN WITNESS WHEREOF, we have hereunder set our hands this __ day of April, 2021.

By: _____
Jacob O'Keefe,
Chair, Board of Supervisors
Rivers Edge II Community Development District

By: _____
James A. Perry
Secretary, Board of Supervisors
Rivers Edge II Community Development District

EXHIBIT D
FORM OF DISTRICT COUNSEL OPINION

April __, 2021

Rivers Edge II Community Development District
St. Johns County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida
(solely for reliance upon Sections C.1., C.2. and C.3.)

Re: \$_____ Rivers Edge II Community Development District Capital Improvement
Revenue Bonds, Series 2021

Ladies and Gentlemen:

We serve as counsel to the Rivers Edge II Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$_____ Rivers Edge II Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2021 ("**Series 2021 Bonds**"). This letter is delivered to you pursuant to Section 207(b)(iii) of the Master Indenture (defined below) and Section 8(c)(7) of the Bond Purchase Agreement (referenced below) and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance No. 2018-26, enacted by the Board of County Commissioners of St. Johns County, Florida, which was effective as of June 22, 2018 ("**Establishment Ordinance**");
2. the Master Trust Indenture, dated as of May 1, 2020 ("**Master Indenture**"), as supplemented by the Second Supplemental Trust Indenture, dated as of April 1, 2021 ("**Second Supplemental Trust Indenture**," and together with the Master Indenture, "**Indenture**"), each by and between the District and U.S. Bank National Association, as trustee ("**Trustee**");
3. Resolution Nos. 2019-12 and 2021-[__], adopted by the District on July 22, 2019 and [**March 17, 2021**] respectively (collectively, "**Bond Resolution**");
4. the *Rivers Edge II Community Development District Master Improvement Plan Report*, dated July 3, 2019, as subsequently amended on October 9, 2019 ("**Master Engineer's Report**") and the *District's Engineer's Report Series 2021 Bonds*, dated March __, 2021

- ("Supplemental Report", together with the Master Engineers Report, the "Engineers Report"), which describes among other things, the "Project";
5. *Rivers Edge II Community Development District Revised Master Special Assessment Methodology Report*, dated October 9, 2019, and the *Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds*, dated April __, 2021 (collectively, "**Assessment Methodology**");
 6. Resolution Nos. 2020-01, 2020-03, and 2021-[__] (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
 7. the *Final Judgment* issued on November 18, 2019, and by the Circuit Court for the Seventh Judicial Circuit in and for St. Johns County, Florida in Case No. CA19-1259, and Certificate of No Appeal issued on December 23, 2019;
 8. the Preliminary Limited Offering Memorandum dated March __, 2021 ("**PLOM**") and Limited Offering Memorandum dated April __, 2021 ("**LOM**");
 9. certain certifications by MBS Capital Markets, LLC ("**Underwriter**"), as underwriter to the sale of the Bonds;
 10. certain certifications of Prosser, Inc., as "**District Engineer**";
 11. certain certifications of Governmental Management Services LLC as "**District Manager and Assessment Consultant**";
 12. general and closing certificate of the District;
 13. an opinion of Nabors, Giblin & Nickerson ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Bonds;
 14. an opinion of Holland & Knight LLP ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
 15. an opinion of Rogers Towers P.A., as counsel to the Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
 16. the following agreements (collectively, "**Bond Agreements**"):
 - (a) the Continuing Disclosure Agreement dated April __, 2021, by and among the District, Mattamy Jacksonville, LLC ("**Developer**") and a dissemination agent;
 - (b) the Bond Purchase Agreement between Underwriter and the District and dated April __, 2021 ("**BPA**");
 - (c) the Acquisition Agreement between the District and the Developer and dated December 18, 2019;
 - (d) the Completion Agreement between the District and the Developer and dated April __, 2021;
 - (e) the True-Up Agreement between the District and the Developer and dated April __, 2021; and
 - (f) the Collateral Assignment between the District and the Developer and dated April __, 2021;
 17. a Declaration of Consent to Jurisdiction executed by the Developer; and
 18. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in

Section C.1, C.2, and C.3. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* (“**Act**”), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Assessment Resolution, (c) Bonds, (d) Indenture, and (e) Bond Agreements (assuming due authorization, execution and delivery of documents listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. **Validation** – The Bonds have been validated by a final judgment of the Circuit Court in and for St. Johns County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness

of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPA, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "THE DISTRICT" (excluding the subcaption "The District Manager and Other Consultants"), "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS – Agreement for Assignment of Development Rights, Completion Agreement, and True-Up Agreement," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "VALIDATION," "LITIGATION – The District," "CONTINUING DISCLOSURE" (as it relates to the District only), and "AGREEMENT BY THE STATE," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. ***Litigation*** – To the best of our knowledge and based on our serving as the District's Registered Agent for service of process, and the fact that we have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the Project*** – The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by

public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial or project information or statistical data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to convey good and marketable title to any particular real property or interest therein and related to the Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result,

and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

HOPPING GREEN & SAMS, P.A.

For the Firm

EXHIBIT E

CERTIFICATE OF METHODOLOGY CONSULTANT

I, _____, _____ of Governmental Management Services, LLC, do hereby certify to Rivers Edge II Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its \$_____ Capital Improvement Revenue Bonds, Series 2021 (the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated April __, 2021 (the "Limited Offering Memorandum") of the District relating to the Bonds):

1. Governmental Management Services, LLC has acted as Methodology Consultant to the District in connection with the issuance of the Bonds and has been retained by the District to prepare the Revised Master Special Assessment Methodology Report, dated October 9, 2019, as supplemented by the Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds, dated April __, 2021, comprising a part of the Series 2021 Assessment Proceedings (together, the "Report");

2. the Series 2021 Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2021 Assessments, are sufficient to enable the District to pay the debt service on the Bonds through the final maturity thereof;

3. the Project provides a special benefit to the properties assessed and the Series 2021 Assessments are fairly and reasonably allocated to the properties assessed;

4. Governmental Management Services, LLC consents to the use of the Report included as composite Appendix B to the Limited Offering Memorandum;

5. Governmental Management Services, LLC consents to the references to the firm in the Limited Offering Memorandum;

6. the Report was prepared in accordance with all applicable provisions of Florida law;

7. the information contained in the Limited Offering Memorandum under the subheadings "Structure and Prepayment of Series 2021 Assessments" and "Assessment Methodology," each under the heading "THE SERIES 2021 ASSESSMENTS," and under the heading "ASSESSMENT METHODOLOGY" is true and correct in all material respects and such information does not contain any untrue statement of a material fact or omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made not misleading;

8. except as disclosed in the Limited Offering Memorandum, the firm knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable; and

9. the information contained in the Report did not, and does not, contain any untrue statement of a material fact and did not, and does not, omit to state a material fact necessary to be stated

therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

IN WITNESS WHEREOF, the undersigned has set his hand this __ day of April, 2021.

GOVERNMENTAL MANAGEMENT SERVICES, LLC

By: _____

Name: _____

Title: _____

EXHIBIT F

CERTIFICATE OF DISTRICT MANAGER

I, _____, _____ of Governmental Management Services, LLC, do hereby certify to Rivers Edge II Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its \$_____ Capital Improvement Revenue Bonds, Series 2021 (the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated April __, 2021 (the "Limited Offering Memorandum") of the District relating to the Bonds):

1. Governmental Management Services, LLC has acted as District Manager to the District in connection with the issuance of the Bonds;

2. Governmental Management Services, LLC consents to the references to the firm in the Limited Offering Memorandum;

3. as District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memorandum, as it relates to the District, the Project, or any information provided by us, and the Report, as of its date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

4. as District Manager, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds, or the existence or powers of the District.

IN WITNESS WHEREOF, the undersigned has set his hand this __ day of April, 2021.

GOVERNMENTAL MANAGEMENT SERVICES, LLC

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM OF CERTIFICATE OF DEVELOPER

The undersigned, the duly authorized representative of Mattamy Jacksonville LLC, a Delaware limited liability company (the “Developer”), DOES HEREBY CERTIFY to the Rivers Edge II Community Development District (the “District”) and MBS Capital Markets, LLC (the “Underwriter”), that:

1. The Developer is a limited liability company organized and existing under the laws of the State of Delaware and licensed to do business in the State of Florida.

1. Representatives of the Developer have provided information to the District and the Underwriter to be used in connection with the offering by the District of its \$_____ Rivers Edge II Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2021 (the “Series 2021 Bonds”), pursuant to a final Limited Offering Memorandum dated April __, 2021 (the “Limited Offering Memorandum”). All such information is true and correct in all material respects and contains no untrue statements of material fact.

2. Each of the True-Up Agreement, dated April __, 2021 between the Developer and the District, the Completion Agreement dated April __, 2021 between the Developer and the District, the Collateral Assignment and Assumption of Development Rights dated April __, 2021 by the Developer in favor of the District, the Declaration of Consent to Jurisdiction and Imposition of Special Assessments dated April __, 2021 and the Continuing Disclosure Agreement, dated April __, 2021, among the Developer, the District and Governmental Management Services, LLC, as dissemination agent (collectively, the “Developer Documents”), is a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms. The execution and delivery by the Developer of the Developer Documents does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending against or threatened in writing before any court or administrative agency relating to the Developer which are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the Developer’s ability to perform its obligations under the Developer Documents.

3. The Developer has reviewed and approved the Developer Documents and the information contained in the Limited Offering Memorandum under the captions “THE DEVELOPER” and “THE DEVELOPMENT” and with respect to the Developer and the Development (as such terms are used in the Limited Offering Memorandum) under the caption “LITIGATION - The Developer” and “CONTINUING DISCLOSURE – Continuing Compliance - The Developer” and warrants and represents that such information does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. In addition, the Developer is not aware of any other information in the Limited Offering Memorandum that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4. The Developer agrees that if between the date hereof and the earlier of: (i) ninety (90) days from the end of the “Underwriting Period” as defined in Securities Exchange Commission Rule

15c2-12 (17 CFR 240.15c2-12) ("Rule 15c2-12"); or (ii) the time when the Limited Offering Memorandum is available to any person from a nationally recognized municipal securities information repository (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur of which the Developer shall have actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact relating to the Developer or the Development, or to omit to state a material fact relating to the Developer or the Development necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Developer shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the Developer will, at its expense, supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter.

5. The Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memorandum. Except as otherwise described in the Limited Offering Memorandum, (a) all government permits and approvals required in connection with the construction of the Development as described in the Limited Offering Memorandum, other than certain permits and approvals, which permits and approvals are expected to be received as needed, have been received; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the Developer's ability to complete development of the Development as described in the Limited Offering Memorandum and all appendices thereto; and (c) we have no knowledge and are not otherwise aware of any reason to believe that any permits, approvals, consents and licenses required to complete the Development as described in the Limited Offering Memorandum will not be obtained in due course as required by the Developer.

6. The Developer is not insolvent. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer which has not been disclosed to the Underwriter.

8. The Developer consents to the levy of the Series 2021 Assessments on the lands in the District owned by the Developer to secure the Series 2021 Bonds to be issued by the District to finance the Project. The levy of such Series 2021 Assessments on the lands in the District will not conflict with or constitute a breach of or default under any agreement, indenture, mortgage, lien, or other instrument to which the Developer is a party or to which its property or assets is subject.

9. There is no litigation pending or, to our knowledge, threatened which would prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum or the construction and/or acquisition of the capital improvement plan described in the Limited Offering Memorandum and the Engineer's Reports.

10. There are no mortgages or similar liens on the real property owned or to be owned by the Developer in the District as of the date hereof other than as disclosed in the Limited Offering Memorandum.

11. All 2019 and prior years taxes relating to the lands in the District have been paid and there are no real estate taxes currently due with respect to such lands which are unpaid.

12. All contracts for sale entered into by the Developer for real property encumbered or to be encumbered by Series 2021 Assessments are in compliance with Section 190.048, *Florida Statutes*.

13. The Developer certifies and recognizes that the certifications, representations and warranties provided by the Developer in this certificate and by its agents pursuant to the Bond Purchase Agreement (the "Bond Purchase Agreement"), dated April __, 2021 between the District and the Underwriter (collectively, the "Certifications") serve as a material inducement for the District to issue the Series 2021 Bonds which will provide infrastructure, services and facilities benefiting the property within the District's boundaries, including property owned by the Developer, and for the Underwriter to underwrite and purchase the Series 2021 Bonds. The Developer hereby holds the District and the Underwriter harmless from and against any and all proceedings, judgments, obligations, losses, damages, deficiencies, settlements, assessments, charges, costs and expenses (including without limitation reasonable attorneys' fees, paralegals' fees, investigation expenses, court costs, interest and penalties through all negotiations, trial and appellate levels) arising out of or in connection with, or caused directly or indirectly by, any breach or failure of any of the Certifications or any of such Certifications being incorrect or misleading in any material respect or having omitted any information necessary to make such Certifications not misleading.

The Certifications herein were made with knowledge that it will be in full force and effect as of the date hereof and will be relied upon by Developer's Counsel in connection with an opinion letter which is required to be given by Developer's Counsel as counsel for Developer in connection with the issuance of the Series 2021 Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Bond Purchase Agreement or the Limited Offering Memorandum, as applicable.

IN WITNESS WHEREOF, the undersigned has hereunto set my hand for and on behalf of the Developer as of this __ day of April, 2021.

MATTAMY JACKSONVILLE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT H

FORM OF OPINION OF COUNSEL TO DEVELOPER

April __, 2021

Rivers Edge II Community Development District
St. Johns County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: \$_____ Rivers Edge II Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2021

Ladies and Gentlemen:

We are counsel to Mattamy Jacksonville LLC, a Delaware limited liability company, as successor by merger to Mattamy RiverTown LLC (the “**Developer**”), which is the owner of a majority of lands within a primary residential community known as RiverTown (the “**Development**”), in connection with the issuance by Rivers Edge II Community Development District (the “**District**”) of its \$_____ Capital Improvement Revenue Bonds, Series 2021 (the “**Bonds**”) as described in the District’s Limited Offering Memorandum dated April __, 2021 (the “**Limited Offering Memorandum**”). Unless otherwise expressly defined herein, capitalized terms used herein have the respective meanings assigned to them in the Bond Purchase Agreement dated April __, 2021 for the Bonds. Based upon and subject to the assumptions, limitations and qualifications contained herein, we are of the opinion that, as of this date:

1. The Developer is a limited liability company, duly organized and validly existing and in good standing under the laws of the State of Delaware. After review of the records of the Department of State for the State of Florida (the “**Department**”), the Developer is duly registered as a foreign limited liability company authorized to do business in the State of Florida.
2. The sole manager and member of the Developer is Mattamy Florida LLC, a Delaware limited liability company (“**Mattamy Florida**”), which is also duly organized and validly existing and in good standing under the laws of the State of Delaware and is duly registered as a foreign limited liability company authorized to do business in the State of Florida.
3. The sole member and manager of Mattamy Florida is Calben (Florida) Corporation, a Florida corporation (“**Calben Florida**”).
4. According to the Fictitious Name Filings with the Department, the Developer has registered the fictitious name “Mattamy Homes” with the Department and is doing business under said name in Florida.
5. The execution, delivery and performance by the Developer of the Financing Documents to which it is a party, and any other documents to which it is a party contemplated by, or required by, the

Financing Documents, are within the Developer's powers and authority and duly authorized by its governing documents and company resolutions of the Developer.

6. The Financing Documents to which it is a party are each valid and binding obligations of the Developer, enforceable in accordance with their respective terms, and, subject to the qualifications and assumptions contained herein, no event has occurred under such instruments, which constitutes, or which with the passage of time, the giving of notice, or both, would constitute, an event of default thereunder.

Our opinion concerning the validity, binding effect and enforceability of the Financing Documents to which the Developer is a party means that (a) such Financing Documents each constitute an effective contract under applicable law, (b) each of the Financing Documents to which it is a party are not invalid in their entirety because of a specific statutory prohibition or public policy and are not subject in their entirety to a contractual defense, and (c) subject to the last sentence of this paragraph, some remedy is available if the Developer is in material default under the Financing Documents to which it is a party. This opinion does not mean that (a) any particular remedy is available upon a material default or (b) every provision of such respective Financing Documents will be upheld or enforced in any or each circumstance by a court. Furthermore, the validity, binding effect and enforceability of such Financing Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statutes, rules, regulations or other laws affecting the enforcement of creditors' rights and remedies generally and (b) the unavailability of, or limitation on the availability of, a particular right or remedy (whether in a proceeding in equity or at law) because of an equitable principle or a requirement as to commercial reasonableness, conscionability or good faith.

7. The Developer has the power and authority to conduct its business and to undertake the improvements to the Development as in the Limited Offering Memorandum.

8. The execution and delivery by the Developer of the Financing Documents to which it is a party do not violate (i) its governing documents, (ii) any agreement, instrument or federal or Florida law, rule or regulation known to us to which the Developer is a party or by which the Developer's assets are or may be bound; or (iii) any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Developer or its assets.

9. Pursuant to documents, certificates and information provided by the Developer, and a review of the public records, the levy of the Series 2021 Assessments (as defined in the Limited Offering Memorandum) on the real property within the District that is owned by the Developer to secure the repayment of the Bonds does not on the date hereof, conflict with or constitute on the part of the Developer, a breach or violation of the terms and provisions of, or constitute a default under any existing agreement, indenture or other instrument, to which the Developer is subject or by which the Developer's properties or assets are or may be bound.

10. The Developer is not in default under its governing documents or, under its company resolutions and/or affidavits; and no notice of default has been received from any applicable governmental authority having jurisdiction over the Development which default would have a material adverse effect on the Bonds or the Development.

11. As of the date of this letter, the property on which the Developer will construct the Development is approved as a Development of Regional Impact ("DRI") known as RiverTown. The

RiverTown DRI was approved by the St. Johns County Commission in 2004 as St. Johns County Resolution No. 2004-45 and has subsequently been amended by Resolution Nos. 2010-286, 2014-326 and 2017-132 (collectively, the "Development Order").

12. As of the date of this letter, the property on which the Developer will construct the Development is zoned Planned Unit Development ("PUD"). The RiverTown PUD was approved by the St. Johns County Commission in 2005 as St. Johns County Ordinance No. 2005-100 and has subsequently been amended by Ordinance Nos. 2006-13, 2007-40, 2010-49, 2017-18 and 2019-56 (collectively, the "PUD Ordinances").

13. The DRI Development Order and PUD Ordinances allow the construction of the Development as described in the Limited Offering Memorandum.

14. The Development has, or will have in the ordinary course of business, all other approvals and permits to permit the construction of the Development as described in the Limited Offering Memorandum.

15. To our knowledge, after investigation, information as to the Developer contained in the Limited Offering Memorandum under the captions "THE DEVELOPMENT," "THE DEVELOPER" and "LITIGATION - The Developer" accurately and fairly presents the information purported to be shown and neither contains any untrue statement of a material fact nor omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memorandum or as of the date of this opinion.

16. To our knowledge, after investigation, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or threatened against the Developer: (a) seeking to restrain or enjoin the Developer from executing and delivering the Financing Documents to which it is a party, (b) contesting the validity or enforceability of the Financing Documents to which it is a party or the transactions contemplated thereunder, (c) contesting or affecting the existence of the Developer or the election or appointment of any of its officers or managers, or (d) contesting or affecting any of the entity powers of the Developer, which would impact its assets or financial condition in such manner as to materially adversely affect the Developer's ability to perform its obligations under the Financing Documents to which it is a party as to the development of the Development as described in the Limited Offering Memorandum.

17. Based on a review of that certain Ownership and Encumbrance Report, Order No. ___, issued by Fidelity National Title Insurance Company dated April [___], 2021 (the "Report") and without independent inquiry, fee simple title to the lands within the District on which the Series 2021 Assessments will initially be levied (the "Landowner's Lands") are held by the Developer and are subject only to the liens, encumbrances, easements and agreements set forth in the Report. The opinion in this paragraph is given as of the date of the Report, and to our knowledge as of the date hereof, there has been no material change thereto since date of the Report. We offer no opinion as to the correctness of the Report, and have not undertaken any independent verification as to the title of the Landowner's Lands or any lands owned or belong to the District; however, nothing has come to our attention that would lead us to believe that the Report is incorrect.

Our opinions contained herein are submitted with and subject in all cases to the following qualifications and assumptions:

A. We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, the legal capacity of all natural persons and the legal existence of all entities other than the Developer.

B. We have assumed there have been no undisclosed modifications of any provision of any document reviewed by us in connection with the rendering of this opinion and, without limiting the generality of the foregoing, we have further assumed that the information contained in the Preliminary Limited Offering Memorandum is the same in all respects relevant to our opinions as the information contained in the Limited Offering Memorandum.

C. We are admitted to practice law only in the State of Florida and note that the opinions herein expressed are based solely on the laws of the State of Florida as of the date hereof. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of any other jurisdiction other than the State of Florida and the federal laws of the United States of America.

When used in this opinion letter, the phrase "to our knowledge" means the conscious awareness of factual matters that have come to our attention during the course of our representation that we recognize as being relevant to the opinion or confirmation so qualified, and does not, imply that we have undertaken any independent investigation to determine the existence or absence of any facts or circumstances, and no inference should be drawn merely from our past or current representation of the Developer. Where any opinion or confirmation is qualified by the phrase "to our knowledge," it means that we are without any actual knowledge or conscious awareness that the opinion or confirmation is untrue in any respect material to such opinion or confirmation.

Our opinions and this letter are solely for the benefit of the addressees and neither this letter nor any opinion contained herein may be relied on in any manner or used by any other person or entity without our prior written consent in each instance.

This opinion letter speaks only as of the date hereof. We assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts or other developments, whether existing before or first arising after the date hereof, that might change the opinions expressed above.

Respectfully submitted,

ROGERS TOWERS, P.A.

Ellen Avery-Smith
For the Firm

EXHIBIT I

CERTIFICATE OF ISSUER'S CONSULTING ENGINEER

April __, 2021

Board of Supervisors
Rivers Edge II Community Development District
St. Johns County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: Rivers Edge II Community Development District (St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2021 (the "Bonds")

Ladies and Gentlemen:

The undersigned serves as the Consulting Engineer to the Rivers Edge II Community Development District (the "District"). This Certificate is furnished pursuant to Section 8 of the Bond Purchase Agreement dated April __, 2021 between the District and MBS Capital Markets, LLC (the "Bond Purchase Agreement") relating to the sale of the Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Agreement or in the Limited Offering Memorandum dated April __, 2021 relating to the Bonds (the "Limited Offering Memorandum").

1. Prosser, Inc. (the "Firm") has been retained by the District to serve as the Consulting Engineer and to prepare the Engineer's Reports (the "Reports") included as an appendix to the Limited Offering Memorandum. Consent is hereby given to the references to the Firm and the Reports in the Limited Offering Memorandum and to the inclusion of the Reports as an appendix to the Limited Offering Memorandum.

2. The Reports were prepared in accordance with generally accepted engineering practices.

3. In connection with the preparation of the Reports personnel of the Firm participated in meetings with representatives of the District and its counsel, Bond Counsel, the Underwriter and its counsel and others in regard to the Project. The Project consists solely of infrastructure and other improvements set forth in the Act. Nothing has come to the attention of the Firm in relation to our engagement as described in this paragraph which would cause us to believe that the Reports were, as of their date, or are, as of the date hereof, or any of the statements in the Limited Offering Memorandum specifically attributed to the Firm were, as of the respective date of the Limited Offering Memorandum, or are as of the date hereof, inaccurate in any material respect.

4. The information contained in the Limited Offering Memorandum under the heading "THE CAPITAL IMPROVEMENT PLAN AND THE PROJECT" and in Appendix "A" to the Limited Offering Memorandum are accurate statements and fairly present the information purported to be shown, and nothing has come to the attention of the Firm that would lead it to believe that such section

and appendix contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances in which they were made, not misleading.

5. Except as described in the Reports, all permits, consents or licenses, and all notices to or filings with governmental agencies necessary for the construction and acquisition of the Capital Improvement Plan as described in the Limited Offering Memorandum required to be obtained or made have been obtained or it is reasonable to believe that they will be obtained or made when required. There is no reason to believe that any permits, consents, licenses or governmental approvals required to complete any portion of the Capital Improvement Plan as described in the Limited Offering Memorandum will not be obtained as required. There is no reason to believe that the necessary water and sewer capacity will not be available when needed to permit the development of the Development as described in the Limited Offering Memorandum.

6. The Project provides sufficient benefit to support the Series 2021 Assessments levied on the properties subject to the Series 2021 Assessments.

7. The costs stated in the Reports are reasonable and the Project has been, or can be, acquired, constructed, reconstructed, equipped and installed in accordance with the plans and specifications for the Project.

PROSSER, INC.

By: _____
Name: _____
Title: _____

EXHIBIT J

FORM OF ISSUE PRICE CERTIFICATE

\$ _____

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
(St. Johns County, Florida)

CAPITAL IMPROVEMENT REVENUE BONDS,
SERIES 2021

The undersigned, on behalf of MBS CAPITAL MARKETS, LLC ("MBS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) Issuer means Rivers Edge II Community Development District.

(b) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is April __, 2021.

(e) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The requirement that the Series 2021 Reserve Account be funded in the amount of the initial Series 2021 Reserve Account Requirement is necessary and a vital factor in marketing the bonds and in obtaining the interest rates obtained which rates are comparable to that for other bonds issued of the same character priced on the same date.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents MBS' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

MBS CAPITAL MARKETS, LLC

By: _____
Brett Sealy, Managing Partner

Dated: April __, 2021

SCHEDULE A
SALE PRICES OF THE BONDS

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, AND PRICES

4.

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated April __, 2021, is executed and delivered by the Rivers Edge II Community Development District (the "Issuer"), Mattamy Jacksonville LLC (the "Developer") and Governmental Management Services, LLC, as Dissemination Agent (the "Dissemination Agent") in connection with the issuance by the Issuer of its \$_____ aggregate principal amount of Capital Improvement Revenue Bonds, Series 2021 (the "Series 2021 Bonds"). The Series 2021 Bonds are being issued pursuant to a Master Trust Indenture dated as of May 1, 2020 (the "Master Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented from time to time, and as particularly supplemented by a Second Supplemental Trust Indenture by and between the District and the Trustee and dated as of April 1, 2021 (the "Second Supplemental Indenture," and, together with the Master Indenture, the "Indenture"). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Developer, and the Dissemination Agent for the benefit of the Beneficial Owners of the Series 2021 Bonds and to assist the Participating Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule").

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Series 2021 Bonds pursuant to the Indenture.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2021 Bonds (including persons holding Series 2021 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2021 Bonds for federal income tax purposes.

"Business Day" means any day other than a Saturday, Sunday or a day on which the Trustee is required, or authorized or not prohibited by law (including executive orders), to close and is closed, or on any day on which the New York Stock Exchange is closed.

"Developer" shall mean Mattamy Jacksonville LLC.

"Developer Report" shall mean any Developer Report provided by the Developer, its successors or assigns, pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement.

"Development" shall have the meaning ascribed thereto in the Limited Offering Memorandum.

"Dissemination Agent" shall mean, initially, Governmental Management Services, LLC, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer and Trustee a written acceptance of such designation.

"District Manager" shall mean Governmental Management Services, LLC, or a successor District Manager.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Issuer Disclosure Representative" shall mean the District Manager of the Issuer or his/her/its designee, or such other officer or employee as the Issuer shall designate in writing to the Trustee and the Dissemination Agent from time to time.

"Limited Offering Memorandum" shall mean the final offering document relating to the Series 2021 Bonds.

"Listed Events" shall mean any of the events listed in Section 7(a) of this Disclosure Agreement.

"Obligated Person" shall mean any person, including the Issuer and the Developer, and its successors and assigns, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part (twenty percent (20%) or more) of the obligations on the Series 2021 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Participating Underwriter" shall mean the original underwriter of the Series 2021 Bonds required to comply with the Rule in connection with offering of the Series 2021 Bonds.

"Repository" shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at "<http://www.sec.gov/info/municipal/nrmsir.htm>." As of the date hereof, the Repository recognized by the SEC for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access ("EMMA") web portal at "<http://emma.msrb.org>."

"State" shall mean the State of Florida.

3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by April 1 of the calendar year following the end of each Fiscal Year of the Issuer (the "Annual Filing Date"), beginning **[April 1, 2022]** with respect to the report for the **[2021]** Fiscal Year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above, but in no event later than the date required to be filed with the State pursuant to applicable State law (currently within nine (9) months of the end of the Issuer's Fiscal Year), for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 7(a).

(b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 3(a) above. Upon such reminder, the Issuer Disclosure Representative, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 3(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer, will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the

Dissemination Agent that a Listed Event as described in Section 7(a)(17) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name, address and filing requirements of any Repository; and

(ii) within five (5) Business Days of filing the Annual Report, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

4. Content of Issuer's Annual Report.

(a) The Issuer's Annual Report shall contain or incorporate by reference the following, which includes an update of the financial and operating data of the Issuer to the extent presented in the Limited Offering Memorandum. All information in the Annual Report shall be presented for the immediately preceding Fiscal Year and, to the extent available, the current Fiscal Year:

(i) The amount of Assessments levied.

(ii) The amount of Assessments collected from property owners.

(iii) If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners with respect to Assessments billed and collected directly by the Issuer and with respect to Assessments collected by the County Tax Collector, unless such information is not available from the County Tax Collector.

(iv) The amount of tax certificates sold, if any, and the balance, if any, remaining for sale.

(v) All fund balances in all Funds and Accounts for the Series 2021 Bonds. Upon request, the Issuer shall provide any Beneficial Owners and the Dissemination Agent with this information more frequently than annually and, in such case, shall provide such information within thirty (30) days of the written request of the Beneficial Owners.

(vi) The total amount of Series 2021 Bonds Outstanding.

(vii) The amount of principal and interest due on the Series 2021 Bonds.

(viii) The most recent audited financial statements of the Issuer which shall be prepared in accordance with governmental accounting standards promulgated by the Government Accounting Standards Board.

(ix) Any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(b) To the extent any of the items set forth in subsections (i) through (vii) above are included in the audited financial statements referred to in subsection (viii) above, they do not have to be separately set forth.

(c) The Issuer represents and warrants that it will supply, in a timely fashion, any information available to the Issuer and reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer or others as thereafter disseminated by the Dissemination Agent.

The information provided under this Section 4 may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on EMMA (or any successor Repository's website) or filed with the SEC. The Issuer shall clearly identify each such other document so incorporated by reference.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

5. Provision of Developer Report.

(a) The Developer shall, or shall cause the Dissemination Agent to, for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year (the "Quarterly Filing Date"), beginning with the quarter ending **[September 30, 2021]**, provide to any Repository in electronic format as prescribed by such Repository a Developer Report which is consistent with the requirements of Section 6(b) of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Developer Report due on such Quarterly

Filing Date, the Dissemination Agent shall contact the Developer by telephone and in writing (which may be by e-mail) to remind the Developer of its undertaking to provide the Developer Report pursuant to this Section 5. Upon such reminder, the Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Developer Report in accordance with Section 5(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer will not be able to file the Developer Report within the time required under this Disclosure Agreement and state the date by which such Developer Report will be provided.

(c) If the Dissemination Agent has not received a Developer Report that contains the information in Section 6(b) of this Disclosure Agreement by 12:00 noon on the first Business Day following each Quarterly Filing Date, a Listed Event described in Section 7(a)(17) shall have occurred and the Issuer and the Developer hereby direct the Dissemination Agent to send a notice to each Repository in substantially the form attached as Exhibit A hereto, with a copy to the Issuer. The Dissemination Agent shall file such notice no later than ten (10) days following the applicable Quarterly Filing Date.

(d) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name and address of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer and the Issuer stating that the Developer Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided.

6. Content of Developer Report.

(a) The Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall file, or cause to be filed by the Dissemination Agent, a Developer Report relating to the lands owned by such Developer, no later than the Quarterly Filing Date. At such time as the Developer is no longer an Obligated Person, Developer will no longer be obligated to prepare any quarterly Developer Report pursuant to this Disclosure Agreement; provided, however, if the Developer was an Obligated Person at any time during a quarter, the Developer shall report for the remainder of that quarter indicating in such report the date that the Developer ceased being an Obligated Person.

(b) Each quarterly Developer Report shall contain the following information:

(i) An update of the table reflecting the land use plan for the Development within the District in the subsection "Development Plan/Status" under the heading "THE DEVELOPMENT";

(ii) An update of the tables in the subsection "Sales and Projected Absorption" under the heading "THE DEVELOPMENT";

(iii) A description of the infrastructure improvements and recreational amenities that have been completed and that are currently under construction;

(iv) The total number and type of lots in the District currently subject to the Assessments;

(v) The total number and type of lots owned by the Developer in the District;

(vi) The number and type of lots platted within the District;

(vii) The number of assessable units closed with retail end users if not included in (ii) above;

(viii) The number of assessable units under contract with retail end users if not included in (ii) above;

(ix) The number of lots under contract with builders, together with the name of each builder;

(x) The number of lots closed with builders, together with the name of each builder;

(xi) The estimated date of complete build-out of assessable units;

(xii) Whether the Developer has made any bulk sale of the land subject to the Assessments, as well as a description of any and all entitlements transferred to the purchaser in connection therewith;

(xiii) The status of development approvals for the Development;

(xiv) Materially adverse changes or determinations to permits/approvals/entitlements for the Development which necessitate changes to the Developer's land-use or other plans for the Development;

(xv) Updated plan of finance (i.e., change in status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, etc.); and

(xvi) Any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer's ability to undertake the Development as described in the Limited Offering Memorandum.

(c) Any of the items listed in subsection (b) above may be incorporated by reference from other documents which have been submitted to each of the Repository or the

SEC. The Developer shall clearly identify each such other document so incorporated by reference.

(d) If the Developer sells, assigns or otherwise transfers ownership of real property in the Development to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Developer hereby agrees to require such third party to comply with the disclosure obligations of the Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall promptly notify the Issuer and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5, 6, 7 and 9 hereof, the term "Developer" shall be deemed to include the Developer and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer from its obligations hereunder.

7. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 7, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2021 Bonds and the Developer shall give, or cause to be given, notice of the occurrence of numbers 10, 12, 13, 15, 16, 17 and 18 of the following events as they pertain to the Developer (and the Issuer shall not be responsible therefor), to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2021 Bonds, or other material events affecting the tax status of the Series 2021 Bonds;

7. modifications to rights of the holders of the Series 2021 Bonds, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Series 2021 Bonds, if material (sale of individual lots by developers or homeowners to end users shall not be material for purposes of this Disclosure Agreement);
11. ratings changes;
12. an Event of Bankruptcy or similar event of an Obligated Person;
13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. incurrence of a financial obligation (as defined by the Rule) of the Issuer or an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer or Obligated Person, any of which affect security holders, if material;
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer or an Obligated Person, any of which reflect financial difficulties;
17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof or of the Developer to meet the requirements of Section 5 hereof; and
18. the termination of the Issuer's or the Developer's obligations under this Disclosure Agreement prior to the final maturity of the Series 2021 Bonds, pursuant to Section 9 hereof.

(b) The notice required to be given in paragraph 7(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

8. Identifying Information. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but shall not be limited to:

- (a) the category of information being provided;
- (b) the period covered by any annual financial information, financial statement or other financial information or operation data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
- (d) the name of any Obligated Person other than the Issuer;
- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

9. Termination of Disclosure Agreement. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2021 Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. The Developer's obligations shall terminate at such time as the Developer is no longer an Obligated Person. If any such termination occurs prior to the final maturity of the Series 2021 Bonds, the Issuer and/or the Developer shall give notice of such termination in the same manner as for a Listed Event under Section 7.

10. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be Governmental Management Services, LLC. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

11. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer and the Dissemination Agent (if the Dissemination Agent is not the Issuer) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

- (a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer and/or the Developer, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Series 2021 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the Issuer (such as the trustee or Bond Counsel), or (ii) by the approving vote of bondholders pursuant to the terms of the Indenture at the time of the amendment.

Notwithstanding the foregoing, the Issuer, the Developer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer and the Developer shall describe such amendment in its next Annual Report or Developer Report, as applicable, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer or the Developer, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements of the Issuer, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 7(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding anything to the contrary herein requiring consent of the Developer, the Issuer may amend this Disclosure Agreement without the consent of the Developer with respect to any provision hereof that does not affect the Developer.

12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Developer Report or notice of occurrence of Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer or the Developer chooses to include any information in any Annual Report or Developer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer or the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Developer Report or notice of occurrence of a Listed Event.

13. Default. In the event of a failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Owners of more than 50% aggregate principal amount of outstanding Series 2021 Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Series 2021 Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Series 2021 Bonds, and shall create no rights in any other person or entity.

16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. Governing Law. This Disclosure Agreement shall be governed by the laws of the State and federal law.

18. Trustee Cooperation. The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and directs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports that are in the possession of and readily available to the Trustee that the Dissemination Agent requests that the Issuer has a right to request from the Trustee (inclusive of balances, payments, etc.).

[End of document – signatures to follow]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

[SEAL]

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT, AS ISSUER**

CONSENTED TO AND AGREED TO BY:

By: _____
Chair, Board of Supervisors

**GOVERNMENTAL MANAGEMENT
SERVICES, LLC**, and its successors and assigns,
as Issuer Disclosure Representative

By: _____
James A. Perry, Managing Director

JOINED BY **U.S. BANK NATIONAL
ASSOCIATION**, AS TRUSTEE, FOR PURPOSES
OF SECTIONS 13, 15 AND 18 ONLY

By: _____
Stacey L. Johnson, Vice President

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 L. Nelson, Vice President]

**GOVERNMENTAL MANAGEMENT
SERVICES, LLC, AS DISSEMINATION
AGENT**

By: _____
James A. Perry, Managing Director

EXHIBIT A

**NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Rivers Edge II Community Development District

Name of Bond Issue: \$_____ Capital Improvement Revenue Bonds, Series 2021

Date of Issuance: April __, 2021

Obligated Person: Rivers Edge II Community Development District
Mattamy Jacksonville LLC

CUSIPS:

NOTICE IS HEREBY GIVEN that the [Issuer] [Developer] has not provided an [Annual Report] [Developer Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated April __, 2021, among the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer] [Developer] has advised the undersigned that it anticipates that the [Annual Report] [Developer Report] will be filed by _____, 20____.

Dated: _____, _____, Dissemination Agent

cc: [Issuer] [Developer]

FOURTH ORDER OF BUSINESS

A.

MINUTES OF MEETING
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of the Rivers Edge II Community Development District was held on Wednesday, February 17, 2021 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.

Present and constituting a quorum were:

Jacob O’Keefe	Chairman
DJ Smith	Vice Chairman
Jason Thomas	Supervisor
Chris Henderson	Supervisor

Also present were:

Jim Perry	District Manager
Lauren Gentry	District Counsel
Ryan Stilwell	District Engineer
Jason Davidson	Vesta – General Manager
Zach Davidson	Vesta – Operations Manager
Dan Fagen	Vesta
Ernesto Torres	GMS
Robert Beladi	VerdeGo

The following is a summary of the discussions and actions taken at the February 17, 2021 meeting. An audio 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.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the January 20, 2021 Board of Supervisors Meeting

There were no comments on the minutes.

On MOTION by Mr. O’Keefe seconded by Mr. Smith with all in favor the minutes of the January 20, 2021 meeting were approved.

FOURTH ORDER OF BUSINESS**Acceptance of the Audit Committee's
Recommendation and Authorizing Staff to
Issue an RFP**

Mr. Perry stated the committee just met prior to the regular meeting of the Board of Supervisors and selected five criteria equally weighted.

On MOTION by Mr. Smith seconded by Mr. O'Keefe with all in favor the audit committee's recommendation for the auditor selection evaluation criteria was accepted and staff was authorized to issue an RFP.

FIFTH ORDER OF BUSINESS**Ratification of E-Verify Memorandum of
Understanding**

Ms. Gentry stated this memorandum of understanding has been completed by your district manager's office to enroll the District in the federal E-Verify system consistent with new statutory requirements that took effect January 1st.

On MOTION by Mr. O'Keefe seconded by Mr. Henderson with all in favor the E-Verify Memorandum of Understanding was ratified.

SIXTH ORDER OF BUSINESS**Consideration of VerdeGo Proposals**

Mr. Perry stated we sent those proposals out via a separate email and it included the cost share requests. The two proposals are related to the Kendall Crossings area. The first one would be directly with Rivers Edge for an amount of \$9,493.31 and the second cost share request is again related to Kendall Crossings, but the areas that are in the Rivers Edge III district for a total of \$24,423.63.

On MOTION by Mr. O'Keefe seconded by Mr. Smith with all in favor the VerdeGo proposals were approved.

Mr. Perry stated we do have another proposal regarding the Longleaf Pine enhancements; however, staff is still working with VerdeGo on that, and we will bring that back to the Board at the next meeting.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being nothing to report, the next item followed.

B. District Engineer

There being nothing to report, the next item followed.

C. District Manager

Mr. Perry stated we are working with the underwriter and staff in regard to the next bond issue so we will be bringing documents to the Board at the next meeting for that.

D. General Manager - Report

A copy of the general manager's report was included in the agenda package. Mr. Jason Davidson informed the Board the firepit module will be delivered next week and will be installed upon delivery.

E. Landscape - Report

A copy of the report was included in the agenda package.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Income Statement

B. Approval of Check Register

A copy of the check register totaling \$40,452.12 was included in the agenda package.

On MOTION by Mr. O'Keefe seconded by Mr. Henderson with all in favor the check register was approved.

C. Consideration of Funding Request No. 27

A copy of funding request number 27 totaling \$68,552.33 was included in the agenda package.

On MOTION by Mr. O'Keefe seconded by Mr. Henderson with all in favor funding request number 27 was approved.
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TENTH ORDER OF BUSINESS**Supervisors' Requests and Audience Comments**

Mr. Fred Baron, 44 Cherry Laurel Place, asked I have a question for the Board regarding the Watersong gate repairs and also the security. We've had thefts in the community driving down from Aberdeen toward this community. The residents of the community are concerned with the security system on the gate and access. Can you address what is being done for any kind of repairs?

Mr. O'Keefe stated I'll start with the theft issue. That's not something we can control beyond the capacity of essentially living up to what our community standards are and with community monitoring and any service agreements that we have for the common areas. I haven't really heard of any theft issues popping up here yet, but I would suggest making sure those are being funneled through the authorities. As it pertains to the gates, any gates within RiverTown are maintained within that specific community's HOA, so Watersong is managed, maintained and the service contracts with the security company Envera are all managed by the Watersong HOA so I would encourage any residents who have any concerns regarding the operation of those gates and the failure of those gates to funnel those concerns through the property manager within the Watersong at RiverTown Homeowner's Association. Dan, who is the current contact at the Watersong HOA?

Mr. Fagen responded Patty.

Mr. O'Keefe asked Mr. Fagen to have Patty send an e-blast to the residents to ensure the Watersong residents understand the gates are not District property and are instead HOA property and any issues should be reported to the HOA.

ELEVENTH ORDER OF BUSINESS

**Next Scheduled Meeting – March 17, 2021
at 10:00 a.m. at the RiverTown Amenity
Center**

TWELFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. O'Keefe seconded by Mr. Smith with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

MINUTES OF MEETING
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

The Rivers Edge II Community Development District audit committee meeting was held Wednesday, February 17, 2021 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.

Present were:

Jacob O'Keefe	Chairman
D.J. Smith	Vice Chairman
Jason Thomas	Supervisor
Chris Henderson	Supervisor

Also present were:

James Perry	District Manager
Lauren Gentry	District Counsel
Ryan Stilwell	District Engineer
Jason Davidson	General Manager
Zach Davidson	Operations Manager
Dan Fagen	Vesta
Robert Beladi	VerdeGo
Ernesto Torres	GMS

FIRST ORDER OF BUSINESS

Call to Order

Mr. Perry called the meeting to order at 10:00 a.m.

SECOND ORDER OF BUSINESS

Approval of Auditor Selection Evaluation Criteria

Mr. Perry stated by Statute there are four criteria that are required to be considered when selecting an auditor and then there is the option for the fifth, which is price. We typically ask that the Board weigh each of those equally, and that is consistent with what most districts do in the state of Florida. We always recommend price be included as a criteria.

On MOTION by Mr. O'Keefe seconded by Mr. Smith with all in favor the auditor selection evaluation criteria were approved as presented.
--

THIRD ORDER OF BUSINESS

Other Business

There being none, the next item followed.

FOURTH ORDER OF BUSINESS

Adjournment

The audit committee meeting was adjourned.

FIFTH ORDER OF BUSINESS

RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT APPROVING A MAINTENANCE AGREEMENT IN SUBSTANTIAL FORM; AUTHORIZING THE CHAIRMAN AND DISTRICT STAFF TO TAKE THE NECESSARY ACTIONS TO EFFECTUTE THE TERMS OF THE MAINTENANCE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rivers Edge II Community Development District (“**District II**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, pursuant to a Construction & Joint Use Agreement (“**C&JU Agreement**”) previously executed by and between the State of Florida Department of Transportation (“**FDOT**”), the Rivers Edge Community Development District (“**District I**”), and then developer St. Joe Company, District I constructed various improvements as defined in the C&JU Agreement, inclusive of a roundabout located within SR 13 right-of-way, landscaping, irrigation, hardscape, signage, sidewalk/multi-use path, accent landscape lighting, pedestrian crosswalk lighting, rectangular rapid flashing beacon system, stormwater pond, and drainage facilities (collectively, “**Improvements**”); and

WHEREAS, concurrently with the execution of the C&JU Agreement, FDOT and St. Johns County (“**County**”) entered into a Joint Use and Maintenance Agreement, wherein the County agreed to the operation, maintenance & repair of the Improvements; and

WHEREAS, District I assumed the responsibilities for operation, maintenance & repair of the Improvements from the County, as well as constructed an additional roundabout within FDOT property for purposes of facilitating the infrastructure of the Rivertown Community, pursuant to Resolution 2017-10 and the Maintenance Agreement entered into between District I and FDOT; and

WHEREAS, District II, along with District I and Rivers Edge III Community Development District (“**District III**”), now desires to share such operation and maintenance responsibilities for the Improvements, including additional improvements and roundabout(s) proposed to be constructed within FDOT property, pursuant to the Interlocal Maintenance Agreement between FDOT, District I, District II and District III, substantially in the form attached hereto as **Exhibit A (“Maintenance Agreement”)**; and

WHEREAS, upon the execution of the Maintenance Agreement, District II desires to authorize the Chairman and District Staff to take the necessary steps to effectuate the terms of the Maintenance Agreement.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. APPROVAL OF THE MAINTENANCE AGREEMENT. District II hereby approves the Maintenance Agreement in substantial form and authorizes the Chairman, in connection with the input of District Counsel and staff, to approve and execute said Maintenance Agreement on the District's behalf.

SECTION 3. AUTHORIZATION TO EFFECTUATE THE TERMS OF THE MAINTENANCE AGREEMENT. Upon the execution of the Maintenance Agreement, District II hereby authorizes the Chairman and District Staff to take the necessary steps to effectuate the terms of said Maintenance Agreement.

SECTION 4. SEVERABILITY. If any section or part of a section of this Resolution is 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 5. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this 17th day of March, 20201.

ATTEST:

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

Secretary / Assistant Secretary

By:_____

Its:_____

Exhibit A: Maintenance Agreement Form

INTERLOCAL MAINTENANCE AGREEMENT

THIS INTERLOCAL MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department"), Rivers Edge Community Development District ("District 1"), Rivers Edge II Community Development District ("District 2"), and Rivers Edge III Community Development District ("District 3" and combined, the "CDDs"), each of the CDDs are special purpose units of local government located in St. Johns County, Florida and established pursuant to Chapter 190, Florida Statutes.

-RECITALS-

1. The CDDs are located along State Road 13 ("SR13") in St. Johns County; and
2. The Department is fee simple owner of SR 13; and
3. Pursuant to a Construction & Joint Use Agreement ("CJ Agreement") previously executed by and between the Department, District 1, and then developer St. Joe Company, a copy of which is attached as Exhibit "A", District 1 constructed various improvements as defined in the CJ Agreement, inclusive of a roundabout located within SR 13 right-of-way ("First Roundabout"); landscaping, irrigation, hardscape, signage, sidewalk/multi-use path, accent landscape lighting, pedestrian crosswalk lighting, and the rectangular rapid flashing beacon system (collectively "Landscaping"); a Stormwater Pond ("Pond"); and Drainage Facilities ("Drainage") (all of which shall collectively be referred to as the "Improvement"), as more particularly described and demonstrated in the Attached Composite Exhibit "B", which exhibit also depicts the property associated with the Additional Improvement (hereinafter defined) (together, the real property associated with the Improvement and the Additional Improvement, the "Department Property"); and
4. Contemporaneously, with the execution of the CJ Agreement, the Department and St. Johns County (the "County") entered into a Maintenance Agreement ("Maintenance Agreement"), attached as Exhibit "C"; wherein, the County agreed to the Operation, Maintenance & Repair of the Improvement, as such requirements are set forth in the Maintenance Agreement; and
5. Pursuant to that certain Maintenance Agreement entered into by the Department and District 1, attached hereto as Exhibit "D" ("Original Maintenance Agreement"), District 1 assumed the responsibilities for Operation, Maintenance & Repair of the Improvement from the County as well as undertook construct an of a second roundabout located within the SR right-of-way ("Second Roundabout"); and
6. Since execution of the Original Maintenance Agreement, District 1's boundaries have been amended and District 2 and District 3 established; and
7. District 3 now desires to construct an additional roundabout within the Department Property ("Third Roundabout") and the CDDs may desire to construct additional roundabouts within certain additional Department property later defined pursuant to this Agreement ("Additional Improvement") for purposes of facilitating the infrastructure of the Rivertown Community; and
8. The Department is amenable to the construction of the Third Roundabout and the Additional Improvement, which is anticipated to be constructed pursuant to Department Permit Number _____ ("Permit"), attached as Exhibit "E"; and
9. Additionally, the CDDs anticipate the necessity to construct additional roundabouts on or within the Department Property in the future, and have requested a means by which to assume the Operation, Maintenance & Repair of any such additions together, pursuant to that certain Interlocal Agreement, recorded at _____ ("Shared Maintenance Agreement"); and

10. The Department is amenable to construction of such additional roundabouts, upon the Department's review and approval of each requested addition, so long as the CDDs execute an Amendment to this Agreement on the form attached as Exhibit "F"; and

4. The CDD's Board of Supervisors, by Resolution No. _____ dated March 17, 2021, attached as Exhibit "G", authorized the CDDs to enter into this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties hereto, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS & EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date on which the last of the parties to this Agreement executes the Agreement ("Effective Date").

3. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department.

4. E-VERIFY

The CDDs (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CDDs during the term of the Agreement; and (B) shall expressly require any contractors performing work or providing direct services required in the performance of this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of the Agreement.

5. COMPLIANCE

The CDDs and its designees shall perform this Agreement, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, St. Johns County, Florida, and other local governmental entities ("Governmental Law").

6. CONSTRUCTION

Any Additional Improvement shall be constructed in accordance with the Permit applicable to such Additional Improvement.

7. OPERATION, MAINTENANCE & REPAIR

A. The CDDs shall assume full responsibility for the operation, maintenance and repair of the Improvement and any Additional Improvement located on or within Department Property and perform the same in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement.

B. As pertaining to any landscaping, including the Landscaping, the locations to be maintained by the CDDs shall be maintained pursuant to the maintenance standards as defined in the Department's Maintenance Rating Program ("MRP") Handbook and in accordance with Department Procedure, *Roadway and*

Roadside Maintenance, Topic No. 850-000-015-i, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Improvement has fallen below the desired maintenance standard, the CDDs agree to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The CDDs will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the CDDs.

C. The CDDs shall maintain all turf and landscaped areas within the Department Property, including, without limitation, performing the following:

(1) Routinely mow, cut and trim all grass and turf (total greenscape), as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Vegetation Management" (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Department Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants; and

(4) Routinely keep litter removed from the Department Property; and

(5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters.

D. The Department and the CDDs shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

E. If the Department determines that the CDDs are not maintaining the Department Property, Improvement, or Additional Improvement in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the CDDs. The CDDs shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the CDDs mutually agree in writing, to commence correction of the deficiency and provide the Department with written notice of the same. However, should the cost associated with the correction require the CDDs to publicly bid such work, the Department agrees that correction commencement shall include commencement of the public bidding process by the CDDs.

F. If the Department reasonably determines that the deficiency remains after receipt of the CDDs written notice indicating that the deficiency was corrected, the Department, within its discretion, may: (1) provide the CDDs with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the CDDs sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the CDD with an invoice for the costs incurred by the Department to correct the deficiency and the CDDs shall pay the invoice in accordance with the "Payment" section of this Agreement.

G. If at any time in the sole determination of the Department, the integrity or safety of the Department Property, Improvement, or Additional Improvement requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the CDDs prior to action under this section, but may

take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

H. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

8. MAINTENANCE OF TRAFFIC

A. The CDDs shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement when required by applicable Governmental Law. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Roadway Design Standards Index 600 Series; and (4) other applicable Governmental Law.

B. If the CDDs fail to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the CDDs sole cost and expense. Should the Department perform MOT, the Department shall provide the CDDs with an invoice for the costs incurred by the Department and the CDDs shall pay the invoice in accordance with the "Payment" section of this Agreement.

9. IMPROVEMENTS & MODIFICATIONS

A. The Department may require the CDDs to improve or modify the Department Property, Improvement or Additional Improvement if the Department determines and demonstrates to the CDDs that the improvements or modifications are required by applicable Governmental Law (which does not include general code updates) such that the public health, safety and welfare are at risk. The CDDs shall not be required to fund or finance any portion of said improvement or modification for other purposes; should the Department determine that it is in the Departments best interests for the CDDs to improve or modify the Improvement or Additional Improvement, it shall request such to the CDDs and, on its own, the Department shall fund such improvement or modification after notification and consent by the CDDs. The CDDs may perform the said work under funding by the Department. Should such modifications or improvements result in increased maintenance costs for the CDDs, the CDDs shall have the right to reasonably object to such modifications or improvements unless the public health, safety and welfare is at risk.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Operation, Maintenance & Repair" section of this Agreement, subject to the limitations set forth herein.

C. Improvements and modifications shall be commenced by the CDDs within ninety (90) days of the date of the Department's written notice requiring improvements or modifications and agreement on the amount of funding for such improvements or modifications.

10. ADDITIONAL LANDSCAPING

The CDDs shall not install additional landscaping within the Department Property without first seeking and obtaining required approvals and permits from the Department. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

11. CONSTRUCTION OF ADDITIONAL ROUNDABOUTS

A. The Department shall be amenable to the construction of additional future roundabouts following review and approval by the Department of each additional location.

B. Upon approval of any additional roundabout construction, the parties shall execute an Amendment to this Agreement by use of the form attached as Exhibit F and such improvement shall become an "Additional Improvement" as set forth herein.

12. PERMISSIVE USE

This Agreement creates a permissive use only. The CDDs shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement. The CDDs are granted such rights as may be required to perform the requirements set forth in this Agreement, which includes requisite property interests to construct, operate, maintain and repair the Improvement and Additional Improvement.

13. EMINENT DOMAIN

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the CDDs to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes except as strictly set forth herein.

14. REMOVAL

The Department may require modification, relocation or removal of the Improvement or Additional Improvement located on or within the Department Property without liability to the CDDs if: (1) any such improvements are not maintained in accordance with the terms and provisions of this Agreement and the CDDs has been provided notice and an opportunity to cure and failed to cure, which would constitute a breach of this Agreement; or (2) modification, relocation or removal of any such improvements is required by applicable Governmental Law such that removal is the only means by which to protect the public health, safety and welfare, as mutually agreed and determined by the Parties. The CDDs shall commence work to modify, relocate or remove improvements designated by the Department for modification, relocation or removal and shall restore the Department Property to a condition that satisfies the requirements of applicable Governmental Law within ninety (90) days of the Department's written notice requiring modification, relocation or removal. Should the work contemplated in this section result from a breach by the CDDs under this Agreement, the CDDs shall bear all cost and expense of the modification, relocation, removal and restorative work, including, without limitation, the cost of required permits.

15. PAYMENTS TO DEPARTMENTS

All Department invoices submitted to the CDDs for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of a timely received and correct invoice received by the CDDs ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to Section 55.03, Florida Statutes, until paid in full.

16. INDEMNIFICATION

A. To the maximum extent permissible under applicable Florida law, the CDDs, each, shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the CDDs performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The CDDs duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for Department's negligence, intentional or wrongful acts, omissions or breach of contract.

B. The CDDs shall notify the Department in writing immediately upon becoming aware of any Liabilities. The CDDs obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written

notice of claim for indemnification to the CDDs. The CDDs inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

17. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in Section 768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the sovereign immunity protections of the CDDs, each, or as increasing the limits of liability set forth in Section 768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in Sections 376.305 and 337.27(4), Florida Statutes. The liability for breach of this Agreement for either party is specifically: (1) limited to actual damages incurred by the other party as a direct result of the other party's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in Section 768.28(5), Florida Statutes.

18. NOTICE

All notices, communications and determinations between the parties hereto under this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation

CDDs: Rivers Edge, Rivers Edge II and Rivers Edge III CDD's
C/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: Jim Perry

With a Copy To: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32303
Attention: CDDs Counsel, Jennifer Kilinski

19. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

20. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

21. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The CDDs and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

22. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of this Agreement, including, without limitation, damages allegedly flowing there from.

23. ASSIGNMENT

The CDDs may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the CDD from delegating its duties hereunder, but such delegation shall not release the CDDs from its obligation to perform this Agreement.

24. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

25. VOLUNTARY EXECUTION OF AGREEMENT

Each party hereto warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

26. ENTIRE AGREEMENT

This instrument, together with the attached exhibits and documents made part hereof by reference, contains the entire agreement of the parties hereto and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

27. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereto hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

28. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

29. INTERPRETATION

No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

30. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

31. SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this

Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

32. COMPUTATION OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

33. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

34. PUBLIC RECORDS

A. The CDDs and the Department shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CDD and the Department in conjunction with this Agreement. Specifically, the Parties shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the CDDs; and

(2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the CDDs upon termination of the contract and 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 Department in a format that is compatible with the information technology systems of the Department.

B. Failure by the CDDs to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The CDDs shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the CDDs and shall promptly provide the Department a copy of the CDDs response to each such request.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto execute this Agreement consisting of twelve (12) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

CDD

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for CDD

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

INTENTIONALLY LEFT BLANK

EXHIBIT “A”

DRAFT

EXHIBIT “B”

DRAFT

EXHIBIT “C”

DRAFT

EXHIBIT “D”

DRAFT

SIXTH ORDER OF BUSINESS



Grass Carp Stocking Agreement

This **Agreement** dated *effective to start* _____, **2021**, is made between
Charles Aquatics, Inc., a Florida Corporation, and

Name Rivers Edge CDD 2 (Water Song) c/o Zach

Davidson Address 475 West Town Place, Suite 114

City St Augustine State FL Zip 32092

Phone (904) 599-8161 Fax _____ E-Mail z davidson@vestapropertyservices.com

Hereinafter called "**CLIENT**".

- 1) **Charles Aquatics, Inc.**, agrees to perform grass carp stocking at the following location(s):

River Town

- 2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed services:

Grass Carp Stocking

Pond #1 – 10 fish

Pond #2 – 15 fish

Pond #3 – 20 fish

Pond #4 – 20 fish

Pond #5 – 20 fish

Pond #6 – 40 fish

Pond #7 – 40 fish

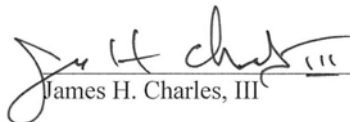
Pond #8 – 30 fish

Pond #9 – 20 fish

215 carp @ \$7.50 each = \$ 1,612.50

- 3) Payment schedule is as follows:
a) Payment for entire balance of service is **due no later than 30 days after date of the invoice.**
- 4) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **March 20, 2021.**
- 5) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**.
- 6) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 7) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 8) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 9) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 10) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 11) **Alterations and Modifications** - This two (2) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

Charles Aquatics, Inc.


James H. Charles, III

CLIENT

Signed _____

Print Name

SEVENTH ORDER OF BUSINESS

COST SHARE REQUEST

This cost share request (the "Request") shall be subject to and governed by the terms of that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, dated November 1, 2019, as may be amended from time to time ("Interlocal Agreement").

Requesting Party: Rivers Edge CDD

Request: ☒ Supplemental maintenance services for existing improvements (Methodology Consultant must sign)

☐ Addition of new improvements (Methodology Consultant and Engineer must sign)

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach additional sheets if necessary:

Longleaf Pine Enhancements.

Total Proposed
Compensation: \$82,395.21

Cost Share			
Calculation:	\$27,585.92	Rivers Edge	33.48%
	\$25,402.44	Rivers Edge II	30.83%
	\$29,406.85	Rivers Edge III	35.69%

Methodology
Consultant Approval:

(Signature)

(Date)

3/10/21

If requesting addition of new improvements:

Engineer
Approval:

(Signature)

(Date)

3/10/21

[Party signatures on following page]

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services or additional improvements shall be subject to and governed by the Interlocal Agreement.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____



Landscape Maintenance Proposal

Property Name: RiverTown

Longleaf Pine- RECDD 1

Contact Name: Zach Davidson

E-mail: zdavidson@vestapropertyservices.com

<u>Services</u>	<u>Frequency</u>	<u>Amount</u>
Full Service Maintenance	38	\$47,416.34
Detail Services: Shrubs and Beds	12	\$6,476.40
Irrigation Management	12	\$4,319.28
Chemical/Fertilization Program - St. Augustine Turf	6	\$18,600.00
Mulch Installation: Qty 125 cu yds	1	\$5,583.19
MONTHLY INVESTMENT		<u>\$6,866.27</u>
ANNUAL INVESTMENT		<u>\$82,395.21</u>

COST SHARE REQUEST

This cost share request (the "Request") shall be subject to and governed by the terms of that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, dated November 1, 2019, as may be amended from time to time ("Interlocal Agreement").

Requesting Party: Rivers Edge 2 CDD

Request: ☒ Supplemental maintenance services for existing improvements (Methodology Consultant must sign)

☐ Addition of new improvements (Methodology Consultant and Engineer must sign)

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach additional sheets if necessary:

Longleaf Pine Enhancements.

Total Proposed
Compensation: \$33,709.12

Cost Share		
Calculation:	\$11,285.81	Rivers Edge 33.48%
	\$10,392.52	Rivers Edge II 30.83%
	\$12,030.79	Rivers Edge III 35.69%

Methodology
Consultant Approval:

(Signature)

(Date)

If requesting addition of new improvements:

Engineer
Approval:

(Signature)

(Date)

[Party signatures on following page]

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services or additional improvements shall be subject to and governed by the Interlocal Agreement.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____



Landscape Maintenance Proposal

Property Name: RiverTown

Longleaf Pine- RECDD 2

Contact Name: Zach Davidson

E-mail: zdavidson@vestapropertyservices.com

<u>Services</u>	<u>Frequency</u>	<u>Amount</u>
Full Service Maintenance: St. Augustine Turf	38	\$3,017.96
Full Service Maintenance: Bahia turf	26	\$21,932.86
Detail Services: Shrubs and Beds	12	\$1,731.84
Irrigation Management	12	\$2,159.82
Chemical/Fertilization Program - St. Augustine Turf	6	\$3,750.00
Mulch Installation: Qty 25 cu yds	1	\$1,116.64
MONTHLY INVESTMENT		<u>\$2,809.09</u>
ANNUAL INVESTMENT		<u>\$33,709.12</u>

EIGHTH ORDER OF BUSINESS

D.

RIVERTOWN

RECDD II General Manager Report

Date of report: 3/17/21

Submitted by: Jason Davidson

RiverClub update /No Board action required:

1. Fire Pits update.

Usage

October	November	December	January'21	February	FY 21 Total
2,520	2,468	1,895	2,580	2,676	12,139

EVENTS UPDATE:

Exercise Classes and Kids Programming

Zumba with a Twist has kept current class times.

- The class takes place inside the RiverHouse with 10-12 participants.

Fit N Fifty In Session

- The class runs once per week and takes place inside the RiverHouse Fitness Room with 6-8 participants.

Strength and Flexibility In Session

- The class runs once per week inside the RiverHouse Fitness Room with 6 participants.

The Golf Fitness Program Demo for March will occur on March 25th at 7:30pm

- This new 8-week session begins on April 1st and will be on Thursdays from 7:30pm to 8:30pm. 5 spaces are available and will run on the event lawn at the River House.

Kids Tennis continues to be offered.

- This takes place one evening a week on the Tennis Courts with 6-10 participants for each age group.

Adult Cardio Tennis has continued being offered.

- This class takes place once a week on the Tennis Courts with 3-5 participants.

Soccer Shots season started and will continue until May 10th.

- This program is Soccer for children under 5 and takes place once a week on the RiverHouse Soccer Fields. This program will start a new season in February.
- Attendance are 14 in the 2-3 year old's minis class, 16 in the classics 4-5 year old classics class and 16 in the 6-9 year old premier class.

Pilates and Barre Classes with Rachel have returned.

- Classes take place Monday – Thursday in the RiverHouse Fitness Room. Both classes have 6-8 participants consistently.

Ballet classes for children continues until May.

- Class takes place on Monday afternoons in the RiverHouse Fitness Room with 6-8 participants.

Mary Time Music continues with her Spring session.

- This is a music programming class for young children. Class takes place on Tuesday and Wednesday mornings at the RiverHouse with a total of 8-10 participants.

Acrobatics class continues their Spring session.

- Class takes place on Wednesday afternoons in the RiverHouse Fitness Room.

Food Trucks

Every Monday evening, Sal's Cucina is at the RiverClub.

We host 2-3 food trucks in rotation at the RiverHouse from 5:00 PM – 8:00 PM. We moved trucks to create a more central location for all residents to stop at the Food Trucks and attendance has been going very well.

March Events: *May be subject to change.* Food Truck Friday, Italian Night Mondays, Third Thursday Trivia Night, Easter Egg Hunt, and 2 nights of Movie on the Lawn.

April Events: *May be subject to change.* Food Truck Friday, Italian Night Mondays, Third Thursday Trivia Night, RiverTown Shreds (RiverTown Cleans Up for Earth Day), Son of a Beach 5K

ACTION ITEMS:

Possible April Events with Contact Tracing

1. Family Fun Trivia (4/15/2021)
 - a. Trivia at the RiverClub Cafe.
 - i. Participants would need to register.
 - ii. 6-person team maximum. (50 participants maximum)
 - iii. Only registered Trivia Players may sit at each trivia table.
 - iv. Tables are pre-marked to ensure distanced seating.
2. Earth Day Event – Featuring RiverTown Shreds (4/17/21)
 - a. Encouraging clean up around RiverTown
 - i. Clean Up Certificates for kids printed and can be picked up by kids who assist their families in picking up litter on the ground around RT – Proof submitted by pictures
 - ii. RiverTown Shreds
 1. Bulk Shredder will be scheduled and advertised to the community to bring anything they need shredded up at the RiverHouse
 2. Cars line up to drop off for the Shredder

RIVERTOWN

Field Operations Manager Report

Date of report: 3/17/21

Submitted by: ZachDavidson

RiverHouse:

- All pool deck furniture has been pressure washed.
- Chip and bubbled paint on pillars at pool pavillion have been repainted.
- Cushion covers on outside furniture on rental side building was dry cleaned.
- Slide tower was pressure washed on 3/1.
- Rental side building, patio furniture and fire place has been pressure washed.
- Furniture in the rental building was steam cleaned 3/4

RiverClub:

- Relay timer on entrance gate was replaced week of 3/1.
- Boardwalk has been pressure washed.
- Sterling fencing repaired two saging gates and loose pool fencing week of 2/22.
- KAD replaced faulty emergency shut off switch on fire pit.

RiverFront Park:

- Barney's pumps adjusted voltage mointor and check all sump pumps week of 3/1, voltage mointor is weak, working with Barney's for replacment price.

Common areas:

- Three dead trees were replaced in the Orchards week of 3/1.
- All directional and marketing signs have been pressure washed.
- Suggs removed and relocated tree blocking stop sign at the intersection of Orange Branch trail and Keystone corners.
- Waterfalls on longleaf entrance were pressure washed week of 2/22.
- Photocell for street lights on Cherry Laurel was replaced on 2/17.
- Suggs removed and replaced 6 dead palms in the community week of 3/1.
- G&G construction installed yard drain to relieve sitting water on sidewalk in lakes 1 and regarded section behind the tennis courts to releive sitting water on cart path week of 3/1.
- Remove faded bulletin board and painted at mail Kiosk.
- Play mulch was added to play park in North lake.



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date : Feb 28, 2021

Field Tech: Mike Liddell

Client: RiverTown

(Lots of pine pollen in all ponds, looks like algae)

Pond A: Treated alligator weed.



Pond B: Minor vegetation and no algae noticed.



Pond C: Applied pond dye.



Pond D: Applied pond dye.



Pond E: No algae noticed.



Pond G: Water is cloudy possible clay deposit. Turbidity level is 20 (0-600)



Pond H: Algae treatment was effective, applied pond dye.



Pond I: Perimeter vegetation is decaying.



Pond J: Vegetation is decaying, removed trash from water. Lots of pollen floating.



Pond K: Perimeter vegetation is decaying.



Pond L: Applied algaecide and treated perimeter grass.



Pond M: Treated perimeter



Pond Q: Treated algae around pond.



Pond R: Treated algae and torpedo grass.



Pond S: Algae treatment was effective.



Pond T: Algae treatment was effective.



Pond U: Treated perimeter grasses.

Pond V: Algae treatments were effective.



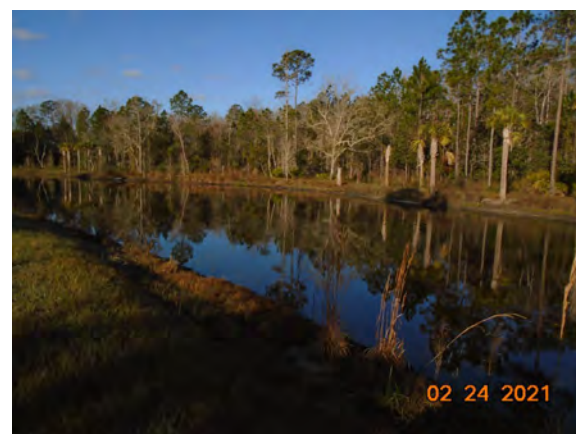
Pond W: (Homestead) Algae treatments were effective, perimeter grasses are decaying.



Pond X: (Homestead) Applied algae treatment, grasses are decaying.



Pond Y: (behind model homes) Naiad treatments have been effective.



Pond Z: (behind pond K) Lots of pollen floating. Cattails are decaying and most perimeter grasses are dead.



Pond AA: (Homestead) Applied algaecide to planktonic algae, will retreat in a few days.

Pond BB: (Homestead) Algae treatment was effective.



Pond 1: (Water Song) Algae treatment was effective.



Pond 2: Most grass is decaying from previous treatment.



Pond 3: Treated cattails around pond edge. Removed trash from water (construction debris).



Pond 4: Treated perimeter vegetation and algae.



Pond 5: Perimeter grass is decaying.



Pond 6: Treated cattails around perimeter.



Pond 7: Spot treated cattails.



Pond 4: Treated perimeter vegetation and algae.



Pond 9: Treatments have been effective; most vegetation is decaying.



E.



Landscape Maintenance Report February

The below areas have had a full-service detail. Trim, weed removal, soft edge, and spray with round-up/pre-emerge along with selective herbicide.

- WestLake
- Retreat
- Landings along Kendal Crossing and Peridido
- RiverTown Blvd.
- Landing St.
- Pond Behind Landing St.
- NorthLake Phase 2
- NorthLake Phase 3
- Arbors
- RiverWak Blvd.
- Rambling Water Run
- SternWheel PlayPark

In the below areas we have performed a full-service mow.

- WestLake
- Landings
- RiverWak Blvd.
- Lakes 2
- Pond D
- RiverClub
- HomeStead Phase 1
- HomeStead Phase 2
- Lakes 2

- River Front Park

Our mulching teams have made great progress moving through the property. The below areas are complete.

- RiverHouse
- RiverTown blvd
- WestLake
- Landings
- Landing St.
- SteernWheel
- Garden District
- Lakes 2
- HomeStead 1,2
- River Club
- Play Park in NorthLake
- Arbors
- MainStreet Phase 1,2
- Gardens
- KeyStone Corner
- Lakes 1
- NorthLake Phase 1,2,3
- Orchards
- Groves

Irrigation, we have had mainline leaks in the below areas all have been repaired.

- KeyStone Corner 200 yards North of Watersong Entry
- Keystone Corner and OBT at the stop sign
- OBT just before the HomeStead 2 entrance

Spray report:

St Augustine/ Zoysia

- 46-0-0 @ .25lbs N per 1000
- 8-4-36 @ 12lbs per acre
- Prodiamine @ 2lbs per acre (pre-emerge)
- 2,4-D @ 16oz per acre (herbicide)
- Rometsol @ .3oz per acre (Herbicide)

Bermuda

- Coastal @ 64oz per acre (pre/post-emergent herbicide)
- Three Way @ 64oz per acre (Herbicide)
- Rometsol @ 1oz per acre (Herbicide)

Target for this application was to improve growth and color of the turf. Pre/Post emergent herbicide was applied to eliminate Broadleaf weeds and to prevent the germination of summer annual weeds.

TENTH ORDER OF BUSINESS

A.

Rivers Edge II

Community Development District

Unaudited Financial Reporting
February 28, 2021



Rivers Edge II
Community Development District
Combined Balance Sheet
February 28, 2021

	<u>Governmental Fund Types</u>			Totals
	General	Debt Service	Capital Projects	(Memorandum Only)
<u>Assets:</u>				
Cash	\$363,923	---	---	\$363,923
Due From Developer	\$25,696	---	---	\$25,696
Due from Capital Projects	\$1,138	---	---	\$1,138
Due from Vesta- Café	\$2,743	---	---	\$2,743
Prepaid Expenses	\$607	---	---	\$607
Custody Account	\$146,222	---	---	\$146,222
<u>Series 2020</u>				
Reserve	---	\$231,670	---	\$231,670
Revenue	---	\$378,950	---	\$378,950
Capital Interest	---	---	---	\$0
Acquisition & Construction	---	---	\$5,388	\$5,388
Cost of Issuance	---	---	---	\$0
Total Assets	\$540,329	\$610,620	\$5,388	\$1,156,337
<u>Liabilities:</u>				
Accounts Payable	\$14,510	---	---	\$14,510
Accrued Expenses	\$30,068	---	---	\$30,068
Due to Rivers Edge- Utilities	\$61,895	---	---	\$61,895
Due to Rivers Edge- Cost Share	\$187,789	---	---	\$187,789
Due to General Fund	---	---	\$1,138	\$1,138
<u>Fund Balances:</u>				
Restricted for Debt Service	---	\$610,620	---	\$610,620
Restricted for Capital Projects	---	---	\$4,250	\$4,250
Unassigned	\$246,067	---	---	\$246,067
Total Liabilities and Fund Equity	\$540,329	\$610,620	\$5,388	\$1,156,337

Rivers Edge II
Community Development District
Statement of Revenues & Expenditures
For The Period Ending February 28, 2021

Description	ADOPTED BUDGET	PRORATED	ACTUAL THRU 2/28/21	VARIANCE
		BUDGET THRU 2/28/21		

Revenues:

Assessments- Roll	\$126,230	\$123,371	\$123,371	\$0
Assessments- Direct	\$64,070	\$62,420	\$62,420	\$0
Developer Contributions	\$1,129,450	\$529,788	\$529,788	\$0
Café Revenues	\$200,000	\$83,333	\$182,772	\$99,438
Special Events	\$7,000	\$0	\$0	\$0
Miscellaneous Income/Interest Income	\$0	\$0	\$576	\$576

Total Revenues	\$1,526,751	\$798,912	\$898,927	\$100,014
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Expenditures

Administrative

Engineering	\$15,000	\$6,250	\$1,195	\$5,055
Arbitrage	\$600	\$0	\$0	\$0
Dissemination Agent	\$3,500	\$1,458	\$1,458	(\$0)
Attorney	\$22,244	\$9,268	\$9,794	(\$525)
Annual Audit	\$5,000	\$2,083	\$0	\$2,083
Trustee Fees	\$4,000	\$1,667	\$0	\$1,667
Management Fees	\$30,000	\$12,500	\$12,500	\$0
Construction Accounting	\$3,500	\$1,458	\$0	\$1,458
Information Technology	\$1,200	\$500	\$500	\$0
Telephone	\$300	\$125	\$28	\$97
Postage	\$1,500	\$625	\$79	\$546
Printing & Binding	\$1,500	\$625	\$352	\$273
Insurance	\$5,638	\$5,638	\$5,125	\$513
Legal Advertising	\$4,000	\$1,667	\$933	\$733
Other Current Charges	\$750	\$313	\$1,935	(\$1,622)
Office Supplies	\$850	\$354	\$60	\$295
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website design/compliance	\$4,500	\$1,875	\$1,875	\$0

Total Administrative	\$104,257	\$46,581	\$36,009	\$10,572
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Rivers Edge II
Community Development District
Statement of Revenues & Expenditures
For The Period Ending February 28, 2021

Description	ADOPTED BUDGET	PRORATED	ACTUAL THRU 2/28/21	VARIANCE
		BUDGET THRU 2/28/21		
<u>Field Operations</u>				
Cost Share Landscaping- Rivers Edge	\$549,948	\$183,316	\$183,316	\$0
Cost Share Amenity- Rivers Edge	\$13,418	\$4,473	\$4,473	\$0
General & Lifestyle Manager (Vesta)	\$177,548	\$73,978	\$73,978	\$0
Field Operations Management (Vesta)	\$31,673	\$13,197	\$13,197	(\$0)
Security Monitoring	\$5,000	\$2,083	\$0	\$2,083
Telephone	\$10,260	\$4,275	\$4,104	\$171
Insurance	\$53,591	\$53,591	\$53,826	(\$235)
Landscape Maintenance	\$164,546	\$68,561	\$83,391	(\$14,830)
General Facility & Common Grounds Maint	\$42,000	\$17,500	\$17,500	\$0
Pool Maintenance(Vesta)	\$18,225	\$7,594	\$7,594	\$0
Pool Maintenance(Poolsure)	\$8,343	\$3,476	\$3,476	\$0
Pool Chemicals	\$0	\$0	\$0	\$0
Janitorial Services (Vesta)	\$16,133	\$6,722	\$6,722	\$0
Window Cleaning	\$3,500	\$1,458	\$0	\$1,458
Natural Gas	\$2,050	\$854	\$104	\$751
Electric	\$20,000	\$8,333	\$6,981	\$1,353
Sewer/Water/Irrigation	\$40,000	\$16,667	\$24,332	(\$7,666)
Repair and Replacements	\$10,000	\$10,000	\$26,481	(\$16,481)
Refuse	\$6,150	\$2,563	\$2,597	(\$34)
Pest Control	\$1,920	\$800	\$930	(\$130)
License/Permits	\$1,500	\$625	\$0	\$625
Other Current	\$1,000	\$1,000	\$3,712	(\$2,712)
Special Events	\$15,000	\$13,694	\$13,694	\$0
Holiday Decorations	\$11,000	\$4,583	\$0	\$4,583
Landscape Replacements	\$500	\$208	\$0	\$208
Office Supplies/Postage	\$500	\$208	\$200	\$9
Café Costs- labor/food/beverage/COGS	\$218,690	\$179,041	\$179,041	\$0
Total Field Operations	\$1,422,494	\$678,801	\$709,648	(\$30,847)
Total Expenditures	\$1,526,751	\$725,382	\$745,657	(\$20,275)
Excess Revenues/Expenses	\$0		\$153,269	
Fund Balance - Beginning	\$0		\$92,797	
Fund Balance - Ending	\$0		\$246,067	

Rivers Edge II
Community Development District
Debt Service Fund - Series 2020
Statement of Revenues & Expenditures
For The Period Ending February 28, 2021

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/21	ACTUAL THRU 2/28/21	VARIANCE
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Revenues:

Assessments- Roll	\$113,743	\$111,066	\$111,066	\$0
Assessments- Direct	\$349,673	\$267,866	\$267,866	\$0
Interest Income	\$1,000	\$417	\$55	(\$362)

Total Revenues	\$464,416	\$379,348	\$378,986	(\$362)
-----------------------	------------------	------------------	------------------	----------------

Expenditures

Series 2020

Interest 11/1	\$154,545	\$154,545	\$154,545	\$0
Interest 5/1	\$115,000	\$0	\$0	\$0
Principal 5/1	\$174,956	\$0	\$0	\$0

Total Expenditures	\$444,501	\$154,545	\$154,545	\$0
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Excess Revenues (Expenditures)	\$19,915	\$224,803	\$224,442	(\$362)
---------------------------------------	-----------------	------------------	------------------	----------------

Other Sources (Uses):

Transfer In/ (Out)	\$0	\$0	(\$86)	(\$86)
Other Debt Service Costs	\$0	\$0	\$0	\$0

Total Other Sources (Uses)	\$0	\$0	(\$86)	(\$86)
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Net Change in Fund Balance	\$19,915	\$224,803	\$224,356	(\$448)
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Fund Balance - Beginning	\$0		\$386,264	
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Fund Balance - Ending	\$19,915		\$610,620	
------------------------------	-----------------	--	------------------	--

Reserve	\$231,670
Revenue	\$378,950
Capitalized Interest	---
	<u>\$610,620</u>

Rivers Edge II
Community Development District
Capital Projects Funds
Statement of Revenues & Expenditures
For The Period Ending February 28, 2021

Description	SERIES 2020
<u>Revenues:</u>	
Interest Income	\$1
Total Revenues	\$1
<u>Expenditures:</u>	
Capital Outlay	\$1,138
Cost of Issuance	\$0
Total Expenditures	\$1,138
Excess Revenues (Expenditures)	(\$1,137)
<u>Other Sources & Uses:</u>	
Transfer In/ (Out)	\$86
Total Other Sources & Uses	\$86
Net Change in Fund Balance	(\$1,051)
Fund Balance - Beginning	\$5,302
Fund Balance - Ending	\$4,250

Rivers Edge II Community Development District
Developer Funding

Funding Request #	Date of Request	Wire Date Received Developer	Total Funding Request FY 20	Total Funding Request FY 21	Balance (Due From Developer)/ Due To
23	10/12/20	11/9/20	\$10,990.05	\$28,484.48	\$0.00
24	11/9/20	1/5/21	\$11,945.79	\$47,898.67	\$0.00
25	12/8/20	1/13/21		\$38,274.89	\$0.00
26	1/11/21	2/5/21		\$52,938.21	\$0.00
27	2/9/21	*		\$80,154.68	\$0.00
CS2021-01	2/1/21	2/26/21		\$187,789.00	\$0.00
28	3/9/21	*		\$94,248.48	\$25,696.16
Due from Developer			\$22,935.84	\$529,788.41	\$25,696.16

*	Mattamy Advance	\$148,707.00
	Less: FR 27	(\$80,154.68)
	Less: FR 28	(\$68,552.32)
	Balance Due to Dev	<u>\$0.00</u>

Rivers Edge II
Community Development District
Long Term Debt Report

Series 2020 Capital Improvement Revenue Bonds	
Interest Rate:	4.5% - 5.3%
Maturity Date:	5/1/2026
Reserve Fund Definition:	50% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$231,659
Reserve Fund Balance:	\$231,670
Bonds outstanding - 5/22/2020	\$7,165,000
Current Bonds Outstanding	\$7,165,000

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF FISCAL YEAR 2021 ASSESSMENTS
10/1/20 - 9/30/21

ASSESSED TO	# UNITS	ASSESSED		
		SERIES 2020 DEBT INVOICED NET	FY20 O&M	TOTAL NVOICED NET
MATTAMY	20	319,562.10	31,952.47	351,514.57
TIDEWATER	10	16,014.20	16,883.90	32,898.10
MASTERCRAFT	10	14,097.00	15,233.60	29,330.60
TOTAL DIRECT BILLS	40	349,673.30	64,069.97	413,743.27
NET REVENUE TAX ROLL	133	113,641.80	126,232.21	239,874.00
TOTAL REVENUE	173	463,315.10	190,302.18	653,617.27

RECEIVED			
SERIES 2020 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS NOT TAKEN)
239,671.58	31,952.47	271,624.05	79,890.52
14,097.00	15,233.60	29,330.60	3,567.50
14,097.00	15,233.60	29,330.60	-
267,865.58	62,419.67	330,285.25	83,458.02
111,065.96	123,370.96	234,436.92	5,437.08
378,931.54	185,790.63	564,722.17	88,895.10

DIRECT BILL PERCENT COLLECTED	76.60%	97.42%	79.83%
TAX ROLL PERCENT COLLECTED	46.30%	97.73%	97.73%
TOTAL PERCENT COLLECTED	81.79%	97.63%	86.40%

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments – 50% due December 1, 2020, 25% due February 1, 2021 and 25% due May 1, 2021
Operations and maintenance assessments – 50% on October 31, 2020, 25% on November 30, 2020 and 25% on December 31, 2020

SUMMARY OF TAX ROLL RECEIPTS				
ST JOHNS COUNT DIST.	DATE	TOTAL AMOUNT	SERIES 2020 DEBT	O&M
1	11/2/2020	-	-	-
2	11/12/2020	-	-	-
3	11/24/2020	19,360.08	9,171.96	10,188.12
4	12/3/2020	168,048.07	79,613.82	88,434.25
5	12/16/2020	12,889.30	6,106.39	6,782.91
6	1/7/2021	26,149.82	12,388.64	13,761.18
INTEREST	1/19/2021	9.10	4.31	4.79
7	2/22/2021	7,980.55	3,780.84	4,199.71
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
TOTAL TAX ROLL RECEIPTS		234,436.92	111,065.96	123,370.96

B.

Rivers Edge II

Community Development District

Check Run Summary

February 28, 2021

Fund	Date	Check No.	Amount
General Fund			
	2/9/21	573	\$ 425.00
	2/11/21	574-603	\$ 48,187.95
	2/25/21	604-625	\$ 76,051.39
Total			\$ 124,664.34

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	VENDOR NAME SUBCLASS	STATUS	AMOUNT	....CHECK.... AMOUNT	#
2/15/21	00004	12/23/20 119402 NOVEMBER 2020	310-51300-31500 GEN COUNSEL	HOPPING GREEN & SAMS	*	1,522.16	1,522.16	000581
2/15/21	00046	1/08/21 4390 LED DRIVER WELL LIGHT	202101 320-57200-60000	KAD ELECTRIC COMPANY	*	285.00	285.00	000582
2/15/21	00046	1/08/21 4393 LIGHTING ENTRY GATES	202101 320-57200-60000	KAD ELECTRIC COMPANY	*	2,880.00	2,880.00	000583
2/15/21	00046	1/08/21 4398 REPLACE PHOTOCELLS	202101 320-57200-60000	KAD ELECTRIC COMPANY	*	2,805.00	2,805.00	000584
2/25/21	00046	1/08/21 4398 REPLACE PHOTOCELLS	202101 320-57200-60000	KAD ELECTRIC COMPANY	V	2,805.00-	2,805.00-	000584
2/15/21	00046	1/11/21 4405 WALKWAY LIGHT FIXTURE	202101 320-57200-60000	KAD ELECTRIC COMPANY	*	95.00	95.00	000585
2/15/21	00046	12/14/20 4379 ELECTRICAL REPAIR	202012 320-57200-60000	KAD ELECTRIC COMPANY	*	185.00	185.00	000586
2/15/21	00046	12/14/20 4382 CHRISTMAS LIGHT PLUGS	202012 320-57200-60000	KAD ELECTRIC COMPANY	*	1,390.00	1,390.00	000587
2/15/21	00046	12/14/20 4383 GAMEROOM POWER OUTLETS	202012 320-57200-60000	KAD ELECTRIC COMPANY	*	687.00	687.00	000588
2/15/21	00046	12/14/20 4385 REPLACE GROUND LIGHTING	202012 320-57200-60000	KAD ELECTRIC COMPANY	*	1,990.00	1,990.00	000589
2/15/21	00053	1/21/21 992 DJ ROSS TRIVIA 2HRS 7-9PM	202101 320-57200-49400	LIVE ENTERTAINMENT SOLUTIONS	*	250.00	250.00	000590
2/15/21	00047	1/08/21 01082021 TERMINTE RENEWAL	202101 320-57200-43500	NADAR'S PEST RAIDERS	*	350.00	350.00	000591

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/15/21	00006	1/21/21 13129559	202101 320-57200-46200	JAN POOL CHEMICALS	*	695.25	
			POOLSURE				695.25 000592
2/15/21	00006	2/01/21 13129559	202102 320-57200-46200	FEB POOL CHEMICALS	*	695.25	
			POOLSURE				695.25 000593
2/15/21	00008	12/14/20 45039	202011 310-51300-31100	NOV PROFESSIONAL SERVICES	*	185.00	
			PROSSER				185.00 000594
2/15/21	00109	12/28/20 12282020	202012 310-51300-42000	NON AD VELOREM POSTAGE	*	22.53	
			ST. JOHNS COUNTY TAX COLLECTOR				22.53 000595
2/15/21	00105	12/07/20 12072020	202011 320-57200-45400	NOV GAS	*	47.52	
			TECO				47.52 000596
2/15/21	00105	1/08/21 01082021	202012 320-57200-45400	DEC GAS	*	32.28	
			TECO				32.28 000597
2/15/21	00028	12/07/20 I0332492	202012 310-51300-48000	NOTICE MEETING 12/16/20	*	139.12	
			THE ST.AUGUSTINE RECORD				139.12 000598
2/15/21	00028	1/11/21 I0333055	202101 310-51300-48000	NOTICE OF MEETING 1/20/21	*	121.17	
			THE ST.AUGUSTINE RECORD				121.17 000599
2/15/21	00011	12/12/20 7131343	202012 320-57200-43500	DEC PEST CONTROL	*	95.00	
			TURNER PEST CONTROL				95.00 000600
2/15/21	00051	11/25/20 4138	202011 320-57200-46100	RIVERCLUB VEGITAION REDUC	*	1,200.00	
			VERDEGO LLC				1,200.00 000601
2/15/21	00010	11/30/20 377404	202011 320-57200-53000	PANS FOR CAFE	*	19.50	
		11/30/20 377404	202011 320-57200-53000	TORCH FOR CREME BRULEE	*	20.21	
		11/30/20 377404	202011 320-57200-53000	KNIVES FOR CAFE	*	10.70	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
11/30/20	377404	202011 320-57200-53000	ITEMS FOR CAFE		*	7.98	
11/30/20	377404	202011 320-57200-53000	DECORATIONS FOR CAFE		*	41.26	
11/30/20	377404	202011 320-57200-49400	PHOTOS FOR VETERANS DAY		*	11.90	
11/30/20	377404	202011 320-57200-49400	STICKY TACK FOR PHOTOS		*	6.81	
11/30/20	377404	202011 320-57200-49400	PRIZE PUMPKIN CARVING		*	25.00	
11/30/20	377404	202011 320-57200-49400	PRIZE PUMPKIN CARVING		*	10.00	
11/30/20	377404	202011 320-57200-49400	PRIZE PUMPKIN CARVING		*	10.00	
11/30/20	377404	202011 320-57200-60000	SQUARE READER KAYAK RENT		*	10.70	
11/30/20	377404	202011 320-57200-49400	PRIZE PUMPKIN CARVING		*	10.00	
11/30/20	377404	202011 320-57200-60000	HOUSEKEEPING SUPPLIES		*	56.40	
11/30/20	377404	202011 320-57200-51000	EBLAST		*	35.00	
11/30/20	377404	202011 320-57200-51000	EBLAST		*	35.00	
11/30/20	377404	202011 320-57200-60000	POOL TESTING CHEMICALS		*	42.57	
11/30/20	377404	202011 320-57200-60000	BATHROOM LOCK REPLACEMENT		*	23.66	
11/30/20	377404	202011 320-57200-60000	GAS FOR TRUCK		*	60.03	
11/30/20	377404	202011 320-57200-60000	BUCKETS/WEEDKILLER/PHOTOC		*	61.92	
11/30/20	377404	202011 320-57200-60000	TIE DOWNS/LIGHT SWITCH		*	27.67	
11/30/20	377404	202011 320-57200-60000	HEAT GUN		*	41.75	
11/30/20	377404	202011 320-57200-53000	CAFE SUPPLIES		*	1,962.18	
11/30/20	377404	202011 320-57200-53000	CAFE SUPPLIES		*	241.74	
VESTA PROPERTY SERVICES, INC						2,771.98	000602
2/15/21	00010	1/01/21 378101	202101 320-57200-34300	JAN FIELD OPS MANAGER	*	2,639.38	
		1/01/21 378101	202101 320-57200-34000	JAN GEN/LIFESTYLE MANAGER	*	5,428.96	

RED2 RIVERS EDGE II HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/25/21	00004	1/15/21 119687	202012 310-51300-31500	DEC GENERAL COUNSEL	*	1,753.99	
				HOPPING GREEN & SAMS			1,753.99 000610
2/25/21	00103	2/04/21 8375056	202102 320-57200-60000	JANITORIAL SUPPLIES	*	304.93	
				IMPERIAL DADE			304.93 000611
2/25/21	00046	1/08/21 4398	202101 320-57200-60000	REPLACE PHOTOCELLS	*	590.00	
				KAD ELECTRIC COMPANY			590.00 000612
2/25/21	00053	1/28/21 998	202102 320-57200-49400	DJ ROSS TRIVIA 2/18/21	*	250.00	
				LIVE ENTERTAINMENT SOLUTIONS			250.00 000613
2/25/21	00011	9/11/20 6913619	202010 320-57200-43500	SEP PEST CONTROL	*	95.00	
				TURNER PEST CONTROL			95.00 000614
2/25/21	00051	1/01/21 0101B	202101 320-57200-46100	JAN LANDSCAPE MAINTENANCE	*	15,034.83	
				VERDEGO LLC			15,034.83 000615
2/25/21	00051	12/01/20 4277B	202012 320-57200-46100	DEC LANDSCAPE MAINTENANCE	*	15,034.83	
				VERDEGO LLC			15,034.83 000616
2/25/21	00051	2/01/21 0202B	202102 320-57200-46100	FEB LANDSCAPE MAINTENANCE	*	15,034.83	
				VERDEGO LLC			15,034.83 000617
2/25/21	00010	12/31/20 378554	202012 320-57200-60000	POOL TESTER CHEMICALS	*	52.14	
		12/31/20 378554	202012 320-57200-60000	INSPECTION OF FIRE PITS	*	147.00	
		12/31/20 378554	202012 320-57200-60000	PAINT ROLLERS/RIVER ROCK	*	26.35	
		12/31/20 378554	202012 320-57200-60000	STEAM CLEANER FOR OFFICE	*	53.23	
		12/31/20 378554	202012 320-57200-49400	GIFT CARDS PRIZE WINNERS	*	100.00	
		12/31/20 378554	202012 320-57200-53000	PLATES	*	10.70	
		12/31/20 378554	202012 320-57200-49400	CHRISTMAS LIGHTS PRIZES	*	100.00	

RED2 RIVERS EDGE II HSMITH

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		12/31/20	378554 202012 320-57200-53000		*	105.39	
			STOCK POT/SALAD SPINNER				
		12/31/20	378554 202012 320-57200-60000		*	74.54	
			VACCUUM				
		12/31/20	378554 202012 320-57200-53000		*	15.95	
			MENU CREATION WEB SERVICE				
		12/31/20	378554 202012 320-57200-53000		*	12.14	
			SHARPIES & PLATES				
		12/31/20	378554 202012 320-57200-53000		*	28.89	
			PLATES & KNIVES				
		12/31/20	378554 202012 320-57200-53000		*	18.02	
			THERMAL PAPER				
		12/31/20	378554 202012 320-57200-60000		*	37.60	
			ANCHORS & BATTERIES				
				VESTA PROPERTY SERVICES, INC			781.95 000618
2/25/21 00010		2/01/21	379253 202102 320-57200-34300		*	2,639.38	
			FEB FIELD OPS MANAGER				
		2/01/21	379253 202102 320-57200-34000		*	5,428.96	
			FEB GEN/LIFESTYLE MANAGER				
		2/01/21	379253 202102 320-57200-34100		*	9,366.67	
			FEB HOSPITALITY SERVICES				
		2/01/21	379253 202102 320-57200-34200		*	3,500.00	
			FEB MAINTENANCE STAFF				
		2/01/21	379253 202102 320-57200-46200		*	1,518.75	
			FEB POOL MAINTENANCE				
		2/01/21	379253 202102 320-57200-51200		*	1,344.37	
			FEB JANITORIAL MAINT				
				VESTA PROPERTY SERVICES, INC			23,798.13 000619
2/25/21 00111		1/13/21	01132021 202101 320-57200-60000		*	270.00	
			A/C REPAIR				
				WALLY'S HEATING AND AIR			270.00 000620
2/25/21 00084		5/15/19	3883 202010 310-51300-49000		*	10.00	
			LATE CHARGE				
				ST.JOHNS COUNTY ALARM PROGRAM			10.00 000621
2/25/21 00084		7/09/19	6215 202010 310-51300-49000		*	10.00	
			LATE CHARGE				
				ST.JOHNS COUNTY ALARM PROGRAM			10.00 000622
2/25/21 00084		10/15/20	22102 202010 310-51300-49000		*	25.00	
			ALARM PERMIT RENEWAL				
				ST.JOHNS COUNTY ALARM PROGRAM			25.00 000623
				RED2 RIVERS EDGE II HSMITH			

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
2/25/21	00084	11/18/20 22583	202011 310-51300-49000		*	10.00	
		LATE CHARGE					
				ST.JOHNS COUNTY ALARM PROGRAM			10.00 000624
2/25/21	00084	12/22/20 23597	202012 310-51300-49000		*	10.00	
		LATE CHARGE					
				ST.JOHNS COUNTY ALARM PROGRAM			10.00 000625
TOTAL FOR BANK A						124,664.34	
TOTAL FOR REGISTER						124,664.34	

RED2 RIVERS EDGE II HSMITH

HOODZ of Greater Jacksonville

1132 MILL CREEK DR.
Jacksonville, FL 32259
jeff.sowell@hoodz.us.com
Phone: 904-342-0153
www.hoodzinternational.com
National Account ID: 873984



Invoice: 919157

Issue Date: 12/10/2020 | Due: 1/9/2021

Payment Terms: Net 30

CUSTOMER INFORMATION

River Club Cafe-River Town
160 River Glad Run
Jacksonville, FL 32259
Phone: 904-679-5523

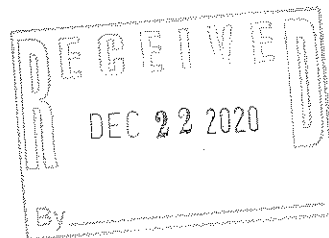
LOCATION INFORMATION

River Club Cafe-River Town
160 River Glad Run
Jacksonville, FL 32259

1-320-572-00-53000-108

SERVICES

Item Name & Description	Quantity	Rate	Line Total
CL-Hood	1	\$425.00	\$425.00
Clean Main Line Hood & Filters (6mth Service)			
Subtotal:			\$425.00
Tax (0%):			\$0.00
Total:			\$425.00
Balance Due:			\$425.00





AT Services of North Florida

14286 Beach Blvd Suite 10
Jacksonville FL 32250

Invoice

Date:

12/14/2020

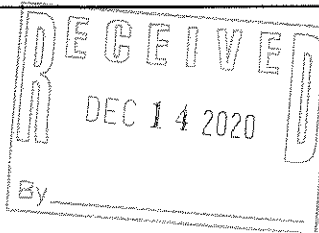
Invoice #

31486

BILL TO:

River Town
160 RiverGlade Run
Saint Johns, Florida 32259

SHIP TO:



P.O. No.

Item	Description	Qty	Rate	Amount
Proximity Card	Preprinted Prox cards FC 143 start 30551 - 30801 for Rivertown 1- 310-51300-49000 - 57 Approved 50% RECDD I; 50% RECDD II Jason Davidson <i>Jason Davidson</i>	250	6.30	1,575.00

Comments:

PLEASE BE SURE TO LIST YOUR NAME OR BUSINESS IF PAYING
ONLINE SO THAT WE CAN MATCH THE PAYMENT! THANK YOU

Subtotal: \$1,575.00

Sales Tax: \$0.00

Total: \$1,575.00/2

Balance Due: \$ 787.50

\$1,575.00

.THANK.YOU.FOR.YOUR.BUSINESS.

Phone:

9045273546

Web Site:

www.atservicesjax.com

Charles Aquatics, Inc.

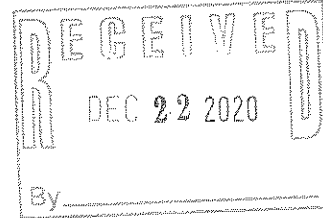
6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

Invoice

Date	Invoice #
12/21/2020	40468

Bill To
Rivers Edge CDD II 475 West Town Place, Suite 114 St Augustine, FL 32092

Due Date
1/20/2021



Qty	Description	Rate	Amount
1	Aquatic Management Services - one-time treatment at The River Club as requested 1-320-572-00-46800-30 <i>Zack Davidson</i> RECDD2	300.00	300.00
Thank you for doing business with us!		Balance Due	\$300.00

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256

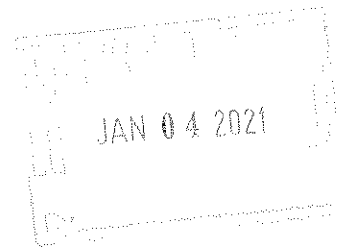
904-997-0044

Invoice

Date	Invoice #
1/1/2021	40616

Bill To
Rivers Edge CDD II 475 West Town Place, Suite 114 St Augustine, FL 32092

Due Date
1/31/2021



Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services - 6 ponds at Water Song and 3 Ponds on Keystone Corners Blvd 1-320-57200-46800-30 (RECDDII) ✓	682.50	682.50

Thank you for doing business with us!

Balance Due

682.50

Charles Aquatics, Inc.

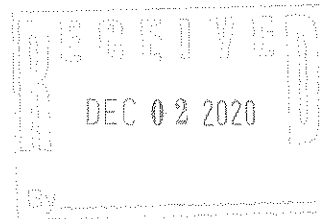
6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

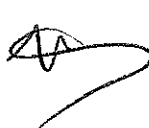
Invoice

Date	Invoice #
12/1/2020	40370

Bill To
Rivers Edge CDD II 475 West Town Place, Suite 114 St Augustine, FL 32092

Due Date
12/31/2020



Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services - 6 ponds at Water Song and 3 Ponds on Keystone Corners Blvd 1-320-57200-46800-30 (RE CDD L) 	682.50	682.50



SVC/BILLING QUESTIONS : (904)562-7000
 FAX : (904)562-7020
 PAYMENT INQUIRY : (972)996-7923
 ROUTE # : LOC #0292 ROUTE 0005 T020

REMIT TO: Cintas
 P.O. Box 631025
 CINCINNATI, OH 45263-1025

INVOICE

PLEASE PAY DIRECTLY FROM THIS INVOICE

RIVERS EDGE 2.
 RIVERS EDGE COMMUNITY DEVELOP DISTRICT
 160 RIVERGLADE RUN
 ST. JOHNS, FL 32259
 865-935-4570

INVOICE # : 5046032681
 DATE : 12/21/2020
 PO # : N/A
 STORE # :
 CUSTOMER # : 12663109
 PAYER # : 10596960
 SVC ORDER # : 8026076425
 CREDIT TERMS : NET 30 DAYS

1-320-572-00-60000-102

MATERIAL #	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE	TAX
9585183	FRONT OFFICE F A 02542025				
110	SERVICE ACKNOWLEDGEMENT	1	\$0.00	\$0.00	N
120	CABINET ORGANIZED	1	\$0.00	\$0.00	N
130	EXPIRATION DATES CHECKED	1	\$0.00	\$0.00	N
55556	DISINFECTANT WIPE	1	\$8.50	\$8.50	N
100039	TRIPLE ANTIBIOTIC OINT SM	1	\$9.55	\$9.55	N
111389	ACETAMINOPHEN MED	1	\$18.18	\$18.18	N
111529	PAIN AWAY X-STRENGTH SM	1	\$11.29	\$11.29	N
COMPONENT SUBTOTAL :				\$47.52	
9605930	KITCHEN #7873 400075028				
159	AED CHECKED	1	\$31.30	\$31.30	N
COMPONENT SUBTOTAL :				\$31.30	
999900999	Other				
400	SERVICE CHARGE	1	\$12.95	\$12.95	N
REMIT TO: Cintas			SUB-TOTAL :	\$91.77	
P.O. Box 631025			TAX :	\$0.00	
CINCINNATI, OH 45263-1025			TOTAL :	\$91.77	

SIGNATURE :

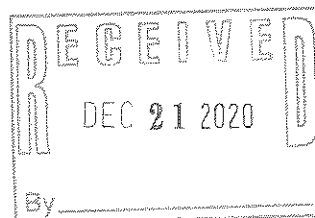
DATE: 12-21-2020

NAME
 (please print clearly):

John Davidson

Thank you for your business. It's been our pleasure to serve you and get you Ready for the Workday®.

RECEIVED





SVC/BILLING QUESTIONS : (904)562-7000
FAX : (904)562-7020
PAYMENT INQUIRY : (972)996-7923
ROUTE # : LOC #0292 ROUTE 0005 T020

REMIT TO: Cintas
P.O. Box 631025
CINCINNATI, OH 45263-1025

INVOICE

PLEASE PAY DIRECTLY FROM THIS INVOICE

RIVERS EDGE 1.
140 LANDING STREET
ST JOHNS, FL 32259
904-440-5668

1-320-572-00-6000-102

INVOICE # : 5046032689
DATE : 12/21/2020
PO # : N/A
STORE # : RIVERS EDGE COMMUNITY DEV
DISTRICT
CUSTOMER # : 10528780
PAYER # : 10596960
SVC ORDER # : 8026070608
CREDIT TERMS : NET 30 DAYS

MATERIAL #	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE	TAX
9586585	FITNESS 400046950				
159	AED CHECKED	1	\$31.30	\$31.30	N
	COMPONENT SUBTOTAL :			\$31.30	
4761083	Pool Office 01384967				
110	SERVICE ACKNOWLEDGEMENT	1	\$0.00	\$0.00	N
	COMPONENT SUBTOTAL :			\$0.00	
999900999	Other				
400	SERVICE CHARGE	1	\$12.95	\$12.95	N
			SUB-TOTAL :	\$44.25	
			TAX :	\$0.00	
			TOTAL :	\$44.25	

REMIT TO: Cintas
P.O. Box 631025
CINCINNATI, OH 45263-1025

SIGNATURE :

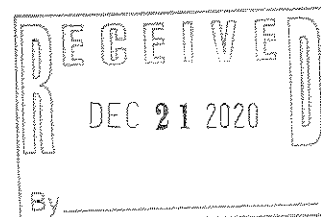
DATE: 12-21-2020

NAME
(please print clearly):

Jason Davidson

Thank you for your business. It's been our pleasure to serve you and get you Ready for the Workday®.

REC'D II



Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 34

Invoice Date: 1/1/21

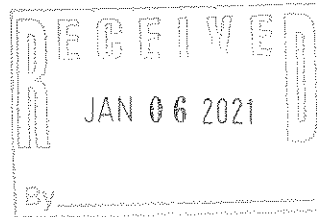
Due Date: 1/1/21

Case:

P.O. Number:

Bill To:

Rivers Edge II CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092



Description	Hours/Qty	Rate	Amount
Management Fees - January 2021 1-310-51300-34000-2		2,500.00	2,500.00
Website Administration - January 2021 1-310-51300-35100-2		375.00	375.00
Information Technology - January 2021 1-310-51300-35100-2		100.00	100.00
Dissemination Agent Services - January 2021 1-310-51300-32400-2		291.67	291.67
Office Supplies 1-310-51300-51000-2		13.07	13.07
Postage 1-310-51300-42000-2		9.50	9.50
Copies 1-310-51300-42500-2		58.20	58.20
Telephone 1-310-51300-41000-2		9.60	9.60
Total			\$3,357.04
Payments/Credits			\$0.00
Balance Due			\$3,357.04

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300

P.O. Box 6526

Tallahassee, FL 32314

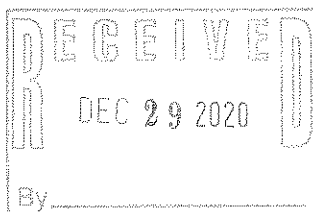
850.222.7500

===== STATEMENT =====

December 23, 2020

Rivers Edge II CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 119402
Billed through 11/30/2020



General Counsel

RE2CDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

11/01/20	JLK	Review Parcel 1 waiver status and confer with staff and engineer on status of same.	0.20 hrs
11/02/20	JLK	Confer regarding landowner election documentation and parcel 1 waivers; transmit same.	0.30 hrs
11/02/20	LMG	Review materials received for landowner election.	0.20 hrs
11/03/20	JLK	Landowner election meeting.	0.20 hrs
11/03/20	LMG	Confer with Kilinski regarding Keystone Corners acquisition and property due diligence.	0.30 hrs
11/04/20	JLK	Review interlocal agreement provisions and review cost share form and streamlined processing of requests related to same.	0.40 hrs
11/05/20	LMG	Revise cost-share request form and circulate to staff.	0.20 hrs
11/09/20	LMG	Review draft agenda and send revisions.	0.20 hrs
11/10/20	JLK	Confer with staff regarding tentative agenda and provisions for remote meeting attendance.	0.20 hrs
11/12/20	JLK	Confer regarding storm preparations and status of same.	0.10 hrs
11/16/20	JLK	Conference call with DM regarding current SJC information and impacts to CDD operations, if any.	0.20 hrs
11/18/20	JLK	Review agenda package and prepare for Board meeting; confer regarding status of acquisition package.	0.40 hrs
11/18/20	LMG	Review budget amendment resolution, financial statements, and landowner election information; travel to and attend board meeting; follow-up from same.	2.80 hrs

Total fees for this matter

\$1,456.50

DISBURSEMENTS

Travel

65.66

=====

Total disbursements for this matter	\$65.66
-------------------------------------	---------

MATTER SUMMARY

Kilinski, Jennifer L.	2.00 hrs	275 /hr	\$550.00
Gentry, Lauren M.	3.70 hrs	245 /hr	\$906.50

TOTAL FEES	\$1,456.50
TOTAL DISBURSEMENTS	\$65.66

TOTAL CHARGES FOR THIS MATTER	\$1,522.16
--------------------------------------	-------------------

BILLING SUMMARY

Kilinski, Jennifer L.	2.00 hrs	275 /hr	\$550.00
Gentry, Lauren M.	3.70 hrs	245 /hr	\$906.50

TOTAL FEES	\$1,456.50
TOTAL DISBURSEMENTS	\$65.66

TOTAL CHARGES FOR THIS BILL	\$1,522.16
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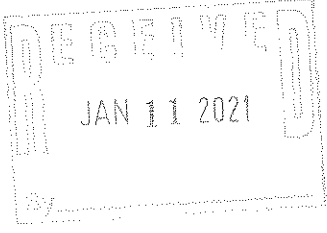
Please include the bill number with your payment.



KAD ELECTRIC COMPANY
P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

Invoice

DATE	INVOICE #
1/8/2021	4390

BILL TO				
Rivers Edge CDD 475 W. Town Place St. Augustine FL 32092				
		P.O. NO.	TERMS	JOB
			Due on receipt	20-980
ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Elec. Labor	1	Rivertown- River Club and material. Replaced LED driver in well light in front of River Club building. RECDD II Repair and Replacement Approved; Jason Davidson <i>Jason Davidson</i> 1-32-572-60 46 	285.00	285.00
Thank you for your business. We appreciate it very much.			Total	\$285.00
			Payments/Credits	\$0.00
Phone #	Fax #	E-mail	Balance Due	\$285.00
904-541-1000	904-215-3475	LDEASE@AOL.COM		



ELECTRIC COMPANY
EC0001925

KAD ELECTRIC COMPANY
P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

Invoice

DATE	INVOICE #
1/8/2021	4393

BILL TO				
Rivers Edge CDD 475 W. Town Place St. Augustine FL 32092		P.O. NO.	TERMS	JOB
			Due on receipt	20-978
ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Elec. Labor	1	Rivertown- River Club Entry Gates and material. Replaced all up lighting around Entry Gates to The River Club. <div style="text-align: center;">RECDDII Repair and Replacement Approved; Jason Davidson <i>Jason Davidson</i> 1-32-572-60 46 <div style="border: 1px solid black; padding: 5px; display: inline-block;">RECEIVED JAN 11 2021 By _____</div></div>	2,880.00	2,880.00
Thank you for your business. We appreciate it very much.			Total	\$2,880.00
			Payments/Credits	\$0.00
Phone #	Fax #	E-mail	Balance Due	\$2,880.00
904-541-1000	904-215-3475	LDEASE@AOL.COM		



KAD ELECTRIC COMPANY
P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

Invoice

DATE	INVOICE #
1/8/2021	4398

BILL TO				
Rivers Edge CDD 475 W. Town Place St. Augustine FL 32092		P.O. NO.	TERMS	JOB
			Due on receipt	20-952
ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
		RiverTown		
Elec. Labor	1	and material. Replaced damaged photocell feeding sign on Quailberry Place Entry	165.00	165.00
Elec. Labor	1	and material. Located and repaired several light poles on Orange Branch Trail.	1,750.00	1,750.00
Elec. Labor	1	and material. Re-wired hand hole box feeding light poles on Keystone Corners Blvd.	290.00	290.00
Equipmnt Rntl	1	EQUIPMENT RENTAL.. lift to repair light pole.	600.00	600.00
<p>Repair and Replacement RECDD I Amount Due - \$2,215 RECDD II Amount Due - \$590</p> <p>Approved; Jason Davidson <i>Jason Davidson</i> 1-32-572-60 46</p> <p>RECEIVED JAN 11 2021 By _____</p>				
Thank you for your business. We appreciate it very much.			Total	\$2,805.00
			Payments/Credits	\$0.00
Phone #	Fax #	E-mail	Balance Due	\$2,805.00
904-541-1000	904-215-3475	LDEASE@AOL.COM		



KAD ELECTRIC COMPANY
P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

Invoice

DATE	INVOICE #
1/11/2021	4405

BILL TO				
Rivers Edge CDD 475 W. Town Place St. Augustine FL 32092				
		P.O. NO.	TERMS	JOB
			Due on receipt	21-904
ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Elec. Labor	1	RiverTown River Club Re-installed a damaged walkway light fixture. <p style="text-align: center;">RECDD II Repair and Replacement Approved; Jason Davidson <i>Jason Davidson</i> 1-32-572-600 46</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin: 10px auto; width: 150px;"> RECEIVED JAN 11 2021 By _____ </div>	95.00	95.00
Thank you for your business. We appreciate it very much.			Total	\$95.00
			Payments/Credits	\$0.00
Phone #	Fax #	E-mail	Balance Due	\$95.00
904-541-1000	904-215-3475	LDEASE@AOL.COM		



Invoice

DATE	INVOICE #
12/14/2020	4379

BILL TO			
Rivers Edge CDD 475 W. Town Place St. Augustine FL 32092			
		P.O. NO.	TERMS
		Due on receipt	JOB
			20-971
ITEM	QUANTITY	DESCRIPTION	RATE
Elec. Labor	1	Rivertown Lake Fountain at Keystone Corner and material. Electrical repair at the Rivertown lake fountain at Keystone Corner. <i>1-320-572 00-60000-46</i> Approved RECDD II R&R Jason Davidson <i>Jason Davidson</i> JAN 04 2021	185.00
			185.00
Thank you for your business. We appreciate it very much.		Total \$185.00 Payments/Credits \$0.00 Balance Due \$185.00	
Phone #	Fax #	E-mail	
904-541-1000	904-215-3475	LDEASE@AOL.COM	

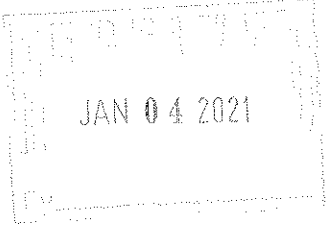


ELECTRIC COMPANY
EC0001925

KAD ELECTRIC COMPANY
P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

Invoice

DATE	INVOICE #
12/14/2020	4382

BILL TO				
Rivers Edge CDD 475 W. Town Place St. Augustine FL 32092				
		P.O. NO.	TERMS	JOB
			Due on receipt	20-966
ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Elec. Labor	1	Rivertown. and material. Added Christmas light plugs. <i>1-320-572 00-60000-46</i> Approved RECDD II Jason Davidson <i>Jason Davidson</i> 	1,390.00	1,390.00
Thank you for your business. We appreciate it very much.			Total	\$1,390.00
			Payments/Credits	\$0.00
Phone #	Fax #	E-mail	Balance Due	\$1,390.00
904-541-1000	904-215-3475	LDEASE@AOL.COM		

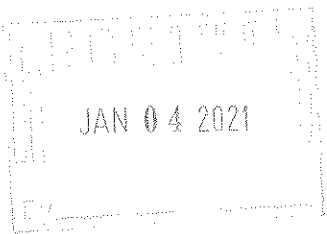


ELECTRIC COMPANY
EC0001925

KAD ELECTRIC COMPANY
P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

Invoice

DATE	INVOICE #
12/14/2020	4383

BILL TO				
Rivers Edge CDD 475 W. Town Place St. Augustine FL 32092				
		P.O. NO.	TERMS	JOB
			Due on receipt	20-971
ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Elec. Labor	1	Rivertown. and material. Located and repaired problem with game room and TV power outlets. 1-320-57200-60000-46 Approved R&R RECDD II Jason Davidson <i>Jason Davidson</i> 	687.00	687.00
Thank you for your business. We appreciate it very much.			Total \$687.00	
			Payments/Credits \$0.00	
Phone #	Fax #	E-mail	Balance Due \$687.00	
904-541-1000	904-215-3475	LDEASE@AOL.COM		



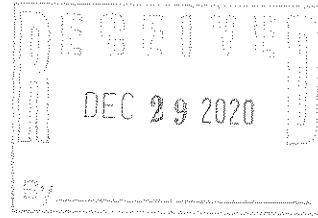
ELECTRIC COMPANY
EC0001925

KAD ELECTRIC COMPANY
P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

Invoice

DATE	INVOICE #
12/14/2020	4385

BILL TO				
Rivers Edge CDD 475 W. Town Place St. Augustine FL 32092				
		P.O. NO.	TERMS	JOB
			Due on receipt	20-953
ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Elec. Labor	1	Rivertown River Club Entry Gates and material. Replaced damaged ground lighting with LED lights. <i>1- 320-572-00-60000 -46</i> Approved R&R RECDD II Jason Davidson <i>Jason Davidson</i> <div>RECEIVED JAN 04 2021</div>	1,990.00	1,990.00
Thank you for your business. We appreciate it very much.			Total \$1,990.00	
			Payments/Credits \$0.00	
Phone #	Fax #	E-mail	Balance Due \$1,990.00	
904-541-1000	904-215-3475	LDEASE@AOL.COM		



INVOICE

11925 Alden Trace Blvd N
Jacksonville FL 32246

Attention: Rivers Edge CDD II
Address: 475 West Town Place Suite 114, St. Augustine FL 32092

Event Date: 01/21/2021
Invoice Number: 992

1-320-57200-49400-53

Description	Length	Time	Price
• DJ Ross Trivia	2 Hours	7pm - 9pm	\$ 250.00

\$ 250.00



South Jacksonville Office 904-423-2200

PO Box 56320

Jacksonville, FL 32241-6320

www.naderspestraiders.com

Termite Renewal Notice

ARE YOUR FAMILY & HOME PROTECTED FROM PESTS?

Warm weather is upon us and that means common pests such as ants, cockroaches and mosquitoes are out in full force. These pests are more than just a nuisance, they can be a real threat to you and your family due to diseases they can carry and damage they can cause. With Nader's STEPS® Total Protection System™, we can control pests and provide you with peace of mind knowing you and your family are protected.
CALL TODAY! 855-MY-NADERS.

Customer Number: 1051909

Notice Date: 01/08/21

Expiration Date: 03/2021

*** An Important Message Concerning Your Annual Termite Guarantee Renewal ***

Termites feed 24 hours a day, 365 days a year. Every year, termites invade millions of homes, causing **billions** of dollars in damage. The startling fact is termites do more damage than fires and storms combined. And, the damage caused by termites is rarely covered by insurance.

That's why it is important to renew your termite agreement every year and keep your guarantee in place so we can continue to protect your home. It's easy. Simply mail your payment or pay online at www.naderspestraiders.com, then give us a call so we can schedule your annual inspection.

If you are a new homeowner, please call your local office to update your account information and schedule your inspection to complete the warranty transfer process. This termite guarantee transfers to you at no additional cost.

Thank you for giving us the opportunity to go *Beyond the Call*.

1-32-572-435
47

Service Address: 160 Riverglade Run, Saint Johns, FL 32259

Termite Renewal Notice Total: \$350.00

Please Keep the Top Portion For Your Records

Return Bottom Portion with Payment

GA2234R



PO Box 56320 • Jacksonville, FL 32241-6320

Temp-Return Service Requested

www.naderspestraiders.com

*****SNGLP

JASON DAVIDSON
39 RIVERWALK BLVD
SAINT JOHNS FL 32259-8621

1
85

If you are paying by credit card, please see reverse side.

Please make checks payable and remit to:

NADER'S PEST RAIDERS
PO BOX 56320
JACKSONVILLE FL 32241-6320



Renewal Notice Date: 01/08/21

Total: \$350.00



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date

1/1/2021

Invoice #

131295597132

Terms	Net 20
Due Date	1/21/2021
PO #	

Bill To Rivers Edge CDD Government Management Services 475 West Town Place suite 114 St. Augustine FL 32092	Ship To River Club 160 Riverglade Run St. Augustine FL 32092
--	--

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate 1-320-57200-46200-6 RECEIVED JAN 04 2020 BY: _____	1	ea	695.25

A prepayment discount of 5% is available if the entire amount for 2021 is paid by December 31st, 2020. Please contact us at ar@poolsure.com or 1-800-858-POOL(7665) if you have any questions.

Total Amount Due 695.25 \$695.25

1-33-572-452
73

Remittance Slip

Customer
13RIV030
Invoice #
131295597132

Amount Due \$695.25

Amount Paid _____

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295597132



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date

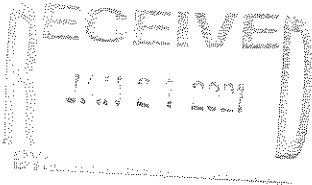
2/1/2021

Invoice #

131295597619

Terms	Net 20
Due Date	2/21/2021
PO #	

Bill To Rivers Edge CDD Government Management Services 475 West Town Place suite 114 St. Augustine FL 32092	Ship To River Club 160 Riverglade Run St. Augustine FL 32092
--	--

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	695.25
				

A prepayment discount of 5% is available if the entire amount for 2021 is paid by December 31st, 2020. Please contact us at ar@poolsure.com or 1-800-858-POOL(7665) if you have any questions.

Total Amount Due 695.25 \$695.25

1.32.572.462
6

Remittance Slip

Customer
13RIV030
Invoice #
131295597619

Amount Due \$695.25

Amount Paid _____

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295597619

PROSSER

December 14, 2020

Project No: 113094.70

Invoice No: 45039

River's Edge II CDD
c/o Government Management Services, LLC
Attn: Bernadette Peregrino
475 West Town Place, Suite 114
St. Augustine, FL 32092

Project 113094.70 Rivers Edge II CDD

Professional Services from November 1, 2020 to November 30, 2020

Task 1: O & M

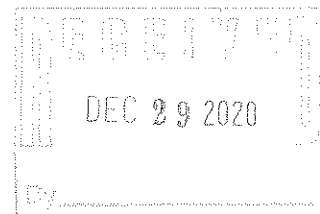
For services including attend November meeting.

Professional Personnel

Principal	1-310-51300-31100-8	Hours	Rate	Amount	
		1.00	185.00	185.00	
Totals		1.00		185.00	
Total Labor					185.00
			Total this Task		\$185.00
			Total this Invoice		\$185.00

Outstanding Invoices

Number	Date	Balance
44742	10/20/2020	880.64
44812	11/11/2020	1,010.00
Total		1,890.64





ST. JOHNS COUNTY
TAX COLLECTOR

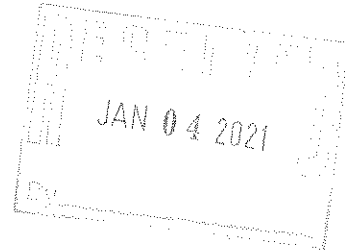
DENNIS W. HOLLINGSWORTH, CFC

P.O. Box 9001
ST. AUGUSTINE, FLORIDA 32085
P: 904 209 2250
F: 904 209 2283
WWW.SJCTAX.US

December 28, 2020

1-310-513004/2000-109

Rivers Edge II Community Development District
% GMS, LLC
475 West Town Place, Ste 114
St. Augustine, FL 32092



INVOICE

In accordance with Florida Statute 197.322(3): "Postage shall be paid out of the general fund of each local governing board, upon statement thereof by the tax collector".

Your share of the postage for the mailing of the 2020 Real Estate, Tangible Personal Property, Railroad and Non Ad Valorem notices is as follows:

Postage Due: \$ 22.53

If you have any questions, please contact me or Christopher Swanson at 209-2251.

Sincerely,

Dennis W. Hollingsworth

Dennis W. Hollingsworth, C.F.C.
St. Johns County Tax Collector

INNOVATION

INTEGRITY

EXPERTISE

MAILING ADDRESS FOR ALL LOCATIONS: P.O. BOX 9001, ST. AUGUSTINE, FL 32084-9001

ST. AUGUSTINE - MAIN
4030 LEWIS SPEEDWAY
ST. AUGUSTINE, FL 32084

DUPONT CENTER
6658 US 1 SOUTH
ST. AUGUSTINE, FL 32086

JULINGTON CREEK
725 FLORA BRANCH BLVD
SAINT JOHNS, FL 32259

PONTE VEDRA
151 SAWGRASS CORNERS DR, STE 100
PONTE VEDRA BEACH, FL 32082



ACCOUNT INVOICE

peoplesgas.com

f t p g in

RIVERS EDGE CDD
C/O BERNADETTE PEREGRINO
156 LANDING ST
JACKSONVILLE, FL 32259-8763

Statement Date: 12/07/2020

Account: 211011179218

Past Due - Pay Immediately

\$23.76

Previous Amount Due	\$23.76
Payment(s) Received Since Last Statement	\$0.00
Past Due - Pay Immediately	\$23.76
Current Month's Charges	\$23.76
Total Amount Due	\$47.52

Your Account Summary

Previous Amount Due
Payment(s) Received Since Last Statement
Past Due - Pay Immediately
Current Month's Charges
Total Amount Due

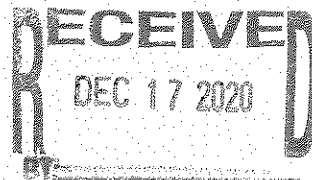
\$23.76

\$0.00

\$23.76

\$23.76

\$47.52



SHARE THE HOPE

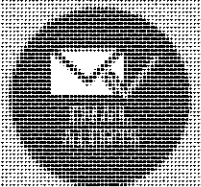
Donate today to help pay
energy bills for families in need
in your community.

peoplesgas.com/share

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

One Less Worry :)

Paperless = Worry less! Free eBill signup: peoplesgas.com/paperless



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



mail



phone



online



pay agent

See reverse side for more information

Account: 211011179218

Past Due - Pay Immediately

\$23.76

Previous Amount Due	\$23.76
Payment(s) Received Since Last Statement	\$0.00
Past Due - Pay Immediately	\$23.76
Current Month's Charges	\$23.76
Total Amount Due	\$47.52

Amount Enclosed

\$

657556261439

00001726 01 AV 0.38 32092 FTECO112072023234310 00000 05 01000000 010 04 21022 003



RIVERS EDGE CDD
C/O BERNADETTE PEREGRINO
475 W TOWN PL, STE 114
ST AUGUSTINE, FL 32092-3649

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6575562614392110111792180000000047528

Account: 211011179218
Statement Date: 12/07/2020
Current month's charges due 12/28/2020

Details of Current Month's Charges – Service from - 11/01/2020 to 12/01/2020

Service for: 156 LANDING ST, JACKSONVILLE, FL 32259-8763

Rate Schedule: Small General Service (SGS)

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Measured Volume	x	BTU	x	Conversion	=	Total Used	Billing Period
ALQ07118	12/01/2020	2,113		2,113		0 CCF		1,049		1.1168		0.0 Therms	31 Days

Customer Charge

\$23.76

Peoples Gas Usage History

Natural Gas Service Cost

\$23.76

Total Current Month's Charges

\$23.76

Therms Per Day
(Average)

DEC 2020	0.0
NOV	0.0
OCT	0.0
SEP	0.0
AUG	0.0
JUL	0.0
JUN	0.0
MAY	0.0
APR	0.0
MAR	0.0
FEB	0.0
JAN	0.0
DEC 2019	8.1

00001726-0005184-Page 3 of 6



How the upcoming changes in rates and charges will impact your bill

As a result of our recent settlement, the Customer Charge and the Base Rate portion of the Distribution Charge grouping on your bill will increase in January 2021, as well as some of our service charges. Please see the tables below to compare the current charges and rates to the changes coming in January.

Other charges within the Distribution Charge grouping – for energy conservation programs and legacy pipeline replacement – are adjusted each January and will decrease in 2021.

Taking into account the increases and decreases, the overall impact to the monthly bill for a typical business customer billed at the GS-1 rate is an increase of about \$24.12.

The rates below do not reflect your cost for natural gas. Depending on your usage, you either purchase your gas through a third-party supplier or use the Purchased Gas Adjustment, which is passed through from gas and major pipeline suppliers and can fluctuate monthly based on the price of natural gas.

Rate Class	Annual Therm Usage	Current Monthly Rates		Monthly Rates Effective January 2021	
		Customer Charge	Base Rate	Customer Charge	Base Rate
SGS	0 - 1,999	\$ 23.76	\$ 0.32206	\$ 30.60	\$ 0.38897
GS-1	2,000 - 9,999	\$ 33.26	\$ 0.25468	\$ 45.00	\$ 0.31190
GS-2	10,000 - 49,999	\$ 47.52	\$ 0.21615	\$ 82.00	\$ 0.26631
GS-3	50,000 - 249,999	\$ 142.55	\$ 0.18692	\$ 420.00	\$ 0.21781
GS-4	250,000 - 499,999	\$ 237.58	\$ 0.14459	\$ 670.00	\$ 0.17785
GS-5	> 500,000	\$ 285.09	\$ 0.10758	\$ 1,380.00	\$ 0.11880
CSG (Commercial Standby Generator)	> 40 month, distribution charge	\$ 33.26	\$ 0.32206	\$ 45.00	\$ 0.42315
CS-GHP	N/A	\$ 33.26	\$ 0.19605	\$ 45.00	\$ 0.19605
Commercial Street Lighting	N/A	N/A	\$ 0.17922	N/A	\$ 0.27513
Wholesale	N/A	\$ 142.55	\$ 0.14192	\$ 420.00	\$ 0.17054
SIS	1,000,000 - 3,999,999	\$ 285.09	\$ 0.06777	\$ 1,380.00	\$ 0.07817
IS	4,000,000 - 49,999,999	\$ 451.39	\$ 0.03318	\$ 1,580.00	\$ 0.04050
ISLV	> 50,000,000	\$ 451.39	\$ 0.00947	\$ 1,720.00	\$ 0.01050

The rate schedules above are subject to gross receipts taxes, city and state taxes, franchise fees, where applicable.

Miscellaneous Service Charges	Current	Effective January 2021
Commercial Meter Turn-on	\$75.00 (\$30.00 per additional meter)	\$100.00 (\$34.00 per additional meter)
Commercial Meter Reconnect	\$100.00 (\$20.00 per additional meter)	\$100.00 (\$32.00 per additional meter)
Account Opening	\$28.00	\$24.00
Temporary Turn-off Charge	\$20.00 per meter	\$30.00 per meter
Failed Trip Charge	\$25.00	\$25.00
Trip Charge/Premise Collection	\$20.00	\$25.00



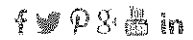
peoplesgas.com/rates



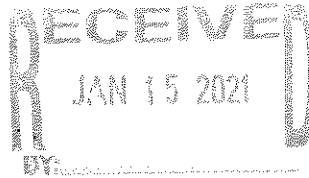


ACCOUNT INVOICE

peoplesgas.com



RIVERS EDGE CDD
C/O BERNADETTE PEREGRINO
156 LANDING ST
JACKSONVILLE, FL 32259-8763



Statement Date: 01/08/2021

Account: 211011179218

Past Due - Pay Immediately

\$45.72

Current month's charges	\$32.28
Total amount due	\$78.00
Payment Due By	01/25/2021

Your Account Summary

Previous Amount Due	\$47.52
Payment(s) Received Since Last Statement	\$0.00
Miscellaneous Credits	-\$1.80
Past Due - Pay Immediately	\$45.72
Current Month's Charges	\$32.28
Total Amount Due	\$78.00

Save Energy
with Natural Gas.
Save more
with our rebates.

Find rebate criteria and
steps to redeem at
peoplesgas.com/bizrebates

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

1-32-572-457
105

Smoooooooooth out your energy costs this year.

Still searching for that New Year's Resolution? Our free Budget Billing program can help you plan more and stress less. That's because Budget Billing evens out your bill so you pay about the same amount every month—it's that simple!

peoplesgas.com/budgetforhome



peoplesgas.com/budgetforbusiness

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



mail



phone



online



pay agent

See reverse side for more information

Account: 211011179218

Past Due - Pay Immediately

\$45.72

Current month's charges	\$32.28
Total amount due	\$78.00
Payment Due By	01/25/2021

Amount Enclosed

\$

677309302337

00006100 01 AV 0.38 32082 FTECO101082123402210 00000 03 01000000 003 04 20161 002



RIVERS EDGE CDD
C/O BERNADETTE PEREGRINO
475 W TOWN PL, STE 114
ST AUGUSTINE, FL 32092-3649

MAIL PAYMENT TO:

TECO

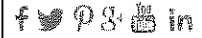
P.O. BOX 31318

TAMPA, FL 33631-3318

6773093023372110111792180000000078009



ACCOUNT INVOICE



Account: 211011179218
 Statement Date: 01/08/2021
 Current month's charges due 01/29/2021

Details of Current Month's Charges – Service from - 12/02/2020 to 12/31/2020

Service for: 156 LANDING ST, JACKSONVILLE, FL 32259-8763

Rate Schedule: Small General Service (SGS)

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Measured Volume	x	BTU	x	Conversion =	Total Used	Billing Period
ALQ07118	12/31/2020	2,114		2,113		1 CCF		1.049		1.1168	1.2 Therms	30 Days

Customer Charge

\$30.60

Peoples Gas Usage History

Distribution Charge

1.2 THMS @ \$0.47303

\$0.57

Therms Per Day
(Average)

PGA

1.2 THMS @ \$0.90000

\$1.08

Florida Gross Receipts Tax

\$0.03

Natural Gas Service Cost

\$32.28

Total Current Month's Charges

\$32.28

JAN 2021 0.0
 DEC 0.0
 NOV 0.0
 OCT 0.0
 SEP 0.0
 AUG 0.0
 JUL 0.0
 JUN 0.0
 MAY 0.0
 APR 0.0
 MAR 0.0
 FEB 0.0
 JAN 2020 0.0

Miscellaneous Credits

Interest for Cash Security Deposit - Gas

-\$1.80

Total Current Month's Credits

-\$1.80

Important Messages

Annual Deposit Interest Credit

This billing statement reflects your annual credit of deposit interest. Thank you for being a valued customer. We appreciate the opportunity to serve you.



Mon, Dec 7, 2020
9:14:46AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Acct: 34435
Phone: 8652382622
E-Mail: chogge@gmsnf.com
Client: RIVERS EDGE II CDD

Name: RIVERS EDGE II CDD
Address: 475 WEST TOWN PLACE SUITE 114

City: SAINT AUGUSTINE

State: FL

Zip: 32092

Ad Number: 0003324927-01

Start: 12/07/2020

Placement: SA Legals

Copy Line: RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC MEETING HELD DURING PUBLIC HEAL

Caller: COURTNEY HOGGE

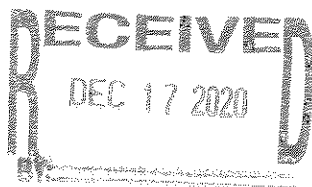
Issues: 1

Rep: Melissa Rhinehart

Paytype: BILL

Stop: 12/07/2020

1-310-51300-48000-28



The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Lines	91
Depth	7.75
Columns	1
Price	\$139.12

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC MEETING
HELD DURING PUBLIC HEALTH
EMERGENCY DUE TO COVID-19**

Notice is hereby given that the Board of Supervisors ("Board") of the Rivers Edge II Community Development District ("District") will hold a regular meeting on Wednesday, December 16, 2020 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida, where the Board may consider any business that may properly come before it ("Meeting"). Alternatively, the Meeting may be conducted remotely, pursuant to Zoom communications media technology and/or by telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis including any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., *Florida Statutes* if such Executive Orders are still in effect. An electronic copy of the agenda may be obtained by contacting the office of the District Manager, c/o Governmental Management Services - North Florida LLC, at (904) 940-5850 or jperry@gmsnf.com ("District Manager's Office").

While it may be necessary to hold the above referenced Meeting during the COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen to and/or participate in the Meeting and obtain information about how the meeting will occur should refer to the District's website, www.RiversEdge2CD.com, or contact the office of the District Manager c/o Governmental Management Services, LLC at (904) 940-5850 or jperry@gmsnf.com to obtain access information. Additionally, participants are **strongly encouraged** to submit questions and comments to the District Manager at least 24 hours in advance at (904) 940-5850 or jperry@gmsnf.com to facilitate the Board's consideration of such questions and comments during the Meeting. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time, and place to be specified on the record at such Meeting.

Any person requiring special accommodations at the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you are unable to participate by telephone or by Zoom, please contact the District Manager's office at (904) 940-5850 or jperry@gmsnf.com for further accommodations.

James Perry
District Manager
0003324927 December 7, 2020

THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE II CDD
475 WEST TOWN PLACE SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 34435
AD# 0003324927-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **BOS REG MTG 12/16/20** was published in said newspaper on **12/07/2020**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

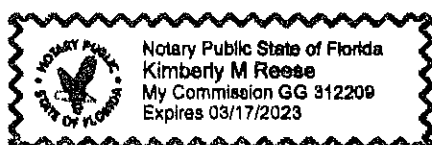
Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this ____ day of 12/7/20

by Melissa Rhinehart who is personally known to
me or who has produced as identification

Kimberly M Reese
(Signature of Notary Public)



RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC MEETING
HELD DURING PUBLIC HEALTH
EMERGENCY DUE TO COVID-19

Notice is hereby given that the Board of Supervisors ("Board") of the Rivers Edge II Community Development District ("District") will hold a regular meeting on Wednesday, December 16, 2020 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida, where the Board may consider any business that may properly come before it ("Meeting"). Alternatively, the Meeting may be conducted remotely, pursuant to Zoom communications media technology and/or by telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis including any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2, Florida Statutes if such Executive Orders are still in effect. An electronic copy of the agenda may be obtained by contacting the office of the District Manager, c/o Governmental Management Services - North Florida LLC, at (904) 940-5850 or jperry@gmsnf.com ("District Manager's Office").

While it may be necessary to hold the above referenced Meeting during the COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen to and/or participate in the Meeting and obtain information about how the meeting will occur should refer to the District's website, www.RiversEdge2CD.D.com, or contact the office of the District Manager c/o Governmental Management Services, LLC at (904) 940-5850 or jperry@gmsnf.com to obtain access information. Additionally, participants are strongly encouraged to submit questions and comments to the District Manager at least 24 hours in advance at (904) 940-5850 or jperry@gmsnf.com to facilitate the Board's consideration of such questions and comments during the Meeting. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time, and place to be specified on the record at such Meeting.

Any person requiring special accommodations at the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you are unable to participate by telephone or by Zoom, please contact the District Manager's office at (904) 940-5850 or jperry@gmsnf.com for further accommodations.

James Perry
District Manager
0003324927 December 7, 2020

Mon, Jan 11, 2021
9:41:06AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Acct: 34435
Phone: 8652382622
E-Mail: chogge@gmsnf.com
Client: RIVERS EDGE II CDD

Name: RIVERS EDGE II CDD
Address: 475 WEST TOWN PLACE SUITE 114

City: SAINT AUGUSTINE State: FL Zip: 32092

Ad Number: 0003330555-01
Start: 01/11/2021
Placement: SA Legals
Copy Line: RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC MEETING HELD DURING PUBLIC HEAL

Caller: Courtney Hogge
Issues: 1
Rep: Melissa Rhinehart

Paytype: BILL
Stop: 01/11/2021

Lines 81
Depth 6.75
Columns 1
Price \$121.17

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC MEETING HELD DURING PUBLIC HEALTH EMERGENCY DUE TO COVID-19

Notice is hereby given that the Board of Supervisors ("Board") of the Rivers Edge II Community Development District ("District") will hold a regular meeting on Wednesday, January 20, 2021 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida, where the Board may consider any business that may properly come before it ("Meeting"). An electronic copy of the agenda may be obtained by contacting the office of the District Manager, c/o Governmental Management Services - North Florida LLC, at (904) 940-5850 or jerry@gmsnf.com ("District Manager's Office"). While it may be necessary to hold the above referenced Meeting during the COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen to and/or participate in the Meeting and obtain information about how the meeting will occur should refer to the District's website, www.RiversEdge2CD.com, or contact the office of the District Manager c/o Governmental Management Services, LLC at (904) 940-5850 or jerry@gmsnf.com to obtain access information. Additionally, participants are strongly encouraged to submit questions and comments to the District Manager at least 24 hours in advance at (904) 940-5850 or jerry@gmsnf.com to facilitate the Board's consideration of such questions and comments during the Meeting. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time, and place to be specified on the record at such Meeting.

Any person requiring special accommodations at the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you are unable to participate by telephone, please contact the District Manager's office at (904) 940-5850 or jerry@gmsnf.com for further accommodations.

James Perry
District Manager
0003330555 January 11, 2021

1-31-513-48
28



THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE II CDD
475 WEST TOWN PLACE SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 34435
AD# 0003330555-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **BOS REG MTG 1/20/21** was published in said newspaper on **01/11/2021**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC MEETING
HELD DURING PUBLIC HEALTH
EMERGENCY DUE TO COVID-19

Notice is hereby given that the Board of Supervisors ("Board") of the Rivers Edge II Community Development District ("District") will hold a regular meeting on Wednesday, January 20, 2021 at 10:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida, where the Board may consider any business that may properly come before it ("Meeting"). An electronic copy of the agenda may be obtained by contacting the office of the District Manager, c/o Governmental Management Services - North Florida LLC, at (904) 940-5850 or jperry@gmsnf.com ("District Manager's Office").

While it may be necessary to hold the above referenced Meeting during the COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen to and/or participate in the Meeting and obtain information about how the meeting will occur should refer to the District's website, www.RiversEdge2CD.com, or contact the office of the District Manager c/o Governmental Management Services, LLC at (904) 940-5850 or jperry@gmsnf.com to obtain access information. Additionally, participants are strongly encouraged to submit questions and comments to the District Manager at least 24 hours in advance at (904) 940-5850 or jperry@gmsnf.com to facilitate the Board's consideration of such questions and comments during the Meeting. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time, and place to be specified on the record at such Meeting.

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Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you are unable to participate by telephone, please contact the District Manager's office at (904) 940-5850 or jperry@gmsnf.com for further accommodations.

James Perry
District Manager
0003330555 January 11, 2021

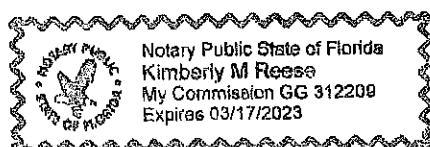
Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this _____ day of **JAN 09 2021**

by *M. Rhinehart* who is personally known to
me or who has produced as identification

Kimberly M. Reese
(Signature of Notary Public)





Main: 0400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256
904-356-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305
www.turnerpest.com

Service Slip/Invoice

INVOICE: 7131343
DATE: 12/12/2020
ORDER: 7131343

Bill To: [275347]

Rivers Edge CDD
Jason Davidson
475 West Town Place
Suite 114
Saint Augustine, FL 32092-3648

Work
Location:

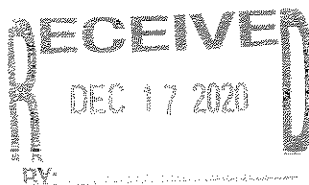
[275347] 904-679-5733
RiverClub(RECDD 2)
Jason Davidson
160 Riverglade Run
Saint Johns, FL 32259

Work Date	Time	Target Pest	Technician	Time In
12/12/2020	02:07 PM	ANTS, FIRE ANT, MICE,		02:07 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	12/12/2020		02:21 PM

1-320-57200-43500-11

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	.95.00
SUBTOTAL		\$95.00
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$95.00

AMOUNT DUE \$95.00

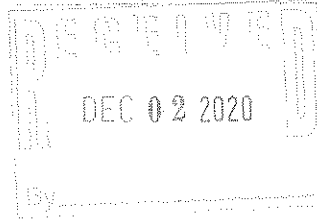


TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.



Invoice

Invoice #: 4138

Date: 11/25/20

Customer PO:

DUE DATE: 12/25/2020

BILL TO

Rivers Edge Shared CDD
RECDD2
475 West Town Place, Suite 114
St. Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

1-320-57200-46100-51

DESCRIPTION

#3622 - RiverClub Vegetation Reduction

The area will include the vegetation past the kayak shed to wood line. Additionally, all debris will be left in place and not removed from work place.

Landscape Enhancement

AMOUNT

\$1,200.00

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$1,200.00

Vegetation Trim
(RECDD2)
TC



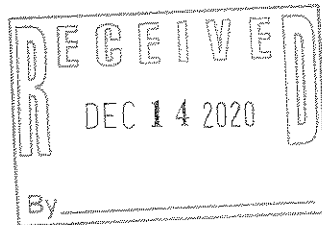
Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice # 377404
Date 11/30/2020
Terms Net 30
Due Date 12/30/2020
Memo Pass thru Nov.

Bill To

Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092



Description	Quantity	Rate	Amount
Billable Expenses			
E. Olsen -Walmart- Pans (RECDD II Café) <i>cafe</i>			19.50
E. Olsen -Publix- Torch & Butane for Crème Brulee / Vanilla for Crème Brulee (RECDD II Café)(Receipt total \$29.30) <i>cafe</i>			20.21
M. Pollicino - Dollar Tree-Knives for the café. Bill to the café RE CDD II. <i>cafe</i>			10.70
M. Pollicino - Winn-Dixie-Items for the café. Bill to the café RE CDD II. <i>cafe</i>			7.98
M. Pollicino - Party City-Decorations for the café. Bill to the café. RE CDD II <i>cafe</i>			41.26
M. Pollicino - Walgreens-Photos for Veterans Day RE CDD II <i>SE</i>			11.90
M. Pollicino - Walmart-Sticky tack to put up photos for Veterans Day RE CDD II <i>SE</i>			6.81
M. Pollicino - Rivertown-Prize for the pumpkin carving contest. RE CDD II <i>SE</i>			25.00
M. Pollicino - Rivertown-Prize for the pumpkin carving contest. RE CDD II <i>SE</i>			10.00
M. Pollicino - Rivertown-Prize for the pumpkin carving contest. RE CDD II <i>SE</i>			10.00
M. Pollicino - Square-Square reader for kayak rentals. RE CDD II <i>RR</i>			10.70
M. Pollicino - Rivertown-Prize for the pumpkin carving contest. RE CDD II <i>SE</i>			10.00
M. Pollicino - Publix-Housekeeping supplies. 50/50 split between RE CDD I & II <i>RR</i>			56.40
II. (Receipt \$112.8)			
M. Pollicino - Constant Contact-Email marketing RE CDD I & II <i>o/s</i>			35.00
M. Pollicino - Constant Contact-Email marketing RE CDD I & II (Receipt \$70.00) <i>o/s</i>			35.00
Z. Davidson - Pinch A Penny-pool testing chemicals (RECDD2) <i>RR</i>			42.57
Z. Davidson - Amazon-bathroom lock replacements (RECDD2) <i>RR</i>			23.66
Z. Davidson - Weedman Grocery-Gas for work truck (RECDD1) <i>RR</i>			60.03
Z. Davidson - Home Depot-Buckets,weedkiller and photocell (RECDD2) <i>RR</i>			61.92
Z. Davidson - Ace-tie downs and replace light switch (RECDD2) <i>RR</i>			27.67
Z. Davidson - Home Depot-heat gun (RECDD2) <i>RR</i>			41.75
Cafe billable <i>cafe</i>			1,962.18
Cafe billable <i>cafe</i>			241.74
Total Billable Expenses			2,771.98

Total \$2,771.98

Give us feedback @ survey.walmart.com
Thank you! ID #:7PBJSRDST6H

Walmart

386-446-8486 Mgr: JANET
174 CYPRESS POINT PKWY
PALM COAST FL 32164

ST# 01182	OP# 009051	TE# 51	TR# 01462
REY POP UP	001090088008		3.48 X
BAKERS JOY	060502177400	F	2.36 N
9IN SQUARE	001117212511		6.27 X
9IN SQUARE	001117212511		6.27 X
SUBTOTAL			18.38
TAX 1	7.000 %		1.12
TOTAL			19.50
AMEX TEND			19.50

AMERICAN EXPRESS *** **** ***2 326 I 0

APPROVAL # 807048

REF # 032500840088

TRANS ID - 001359400302484

AID A000000025010801

AAC 4494C264670A8A4E

TERMINAL # SC011064

11/20/20 09:29:07

CHANGE DUE 0.00

ITEMS SOLD 4

TC# 7497 7276 8947 5514 9939



11/20/20

09:29:07

CUSTOMER COPY

Publix

Hibernia Pavilion
865 Hibernia Road Suite 200
Fleming Island, FL 32003
Store Manager: Jason Jordan
904-529-1250

ZIPPO BUTANE FUEL	2.99	T
SI VANILLA PURE EX	8.99	F
RED MINI TORCH	15.99	T

Order Total	27.97	
Sales Tax	1.33	
Grand Total	29.30	
Credit	Payment	29.30
Change	0.00	

PRESTO!

Trace #: 750826

Reference #: 0063563112

Acct #: XXXXXXXXXXXXX2326

Purchase American Express

Amount: \$29.30

Auth #: 855107

CREDIT CARD	PURCHASE
A000000025010801	AMERICAN EXPRESS
Entry Method:	Chip Read
Mode:	Issuer

Cashier Confirmed - Age Over 30

Your cashier was Self-Checkout Lane 1

11/27/2020 9:17 S1210 R175 5333 C0775

Together, we'll get through this.
Get the latest updates at
publix.com/coronavirus.

Publix Super Markets, Inc.



Store# 6711
204 S Orange Avenue
Green Cove Spring FL 32043-413

(904) 297-4319

DESCRIPTION	QTY	PRICE	TOTAL
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T

Sub Total \$10.00
SALES TAX \$0.70
Total \$10.70
AMERICAN EXPRESS \$10.70
*****3402 Approved
Purchase Chip
Auth/Trace Number: 876732/029938
Chip Card AID: A000000025010801
Mode: Issuer

NOW SHOP ON-LINE AT DOLLARTREE.COM

* We will gladly exchange any unopened item *
* with original receipt. We do not offer refunds. *

5705 06711 02 021 21634501 11/13/20 11:32
Sales Associate: Judy

Winn✓Dixie

It's a Winn Win

www.winndixie.com

2 @ 3.99
ALOUETTE CHEESE 7.98 F
PHONE # ###-###-0879
TAX 0.00
*** BALANCE 7.98
AMERICAN EXPRESS *****3402
APPROVAL CODE 891419 SEQ # 723180
AID A000000025010801
AMERICAN EXPRESS 7.98
CHANGE 0.00
TOTAL NUMBER OF ITEMS SOLD = 2
11/13/20 11:16 138 72 16

.....Mystery Bonus:.....
Spend \$30 or more in a single
transaction & score a Mystery Bonus
coupon to use on your next purchase.
Exclusions apply.
See store for details.
.....

YOUR CASHIER TODAY WAS ACM_LANE_72

To save on your fuel and groceries,
you STILL NEED to finish registration
at SEGrewards.com.

BASE POINTS EARNED*: 4
BONUS POINTS EARNED*:
AVAILABLE POINTS*: 262

WORTH \$2.62 IN SAVINGS OFF GROCERIES

*May not include pending points
activity.

SE Grocers rewards POINTS USED: 0



44201113013807200000072001600000
MANAGER MIKE ETNNICK

138 SON FOR ADV



10 SUBMIT A RESUME!

Party City

NOBODY HAS MORE PARTY FOR LESS

11112-12 SAN JOSE BLVD
JACKSONVILLE, FL 32223
904 262-2800

048419643692 81FTX1.75IN	\$0.99 T
81FTX1.75IN RYL BLU STRMR	
048419192879 81FTX1.75IN	\$0.99 T
81FTX1.75IN ORNG PEEL STRMR	
048419192916 81FTX1.75IN	\$0.99 T
81FTX1.75IN JET BLK STRMR	
013051621858 81FTX1.75IN	\$0.99 T
81FTX1.75IN APPLE RED STRMR	
B2G 50% OFF S	\$0.50 -
013051565206 GO BLU BODY	\$1.29 T
GO BLU BODY JEWELRY	
013051565183 GO ORNG BODY	\$1.29 T
GO ORNG BODY JEWELRY	
013051565237 GO BLK BODY	\$1.29 T
GO BLK BODY JEWELRY	
013051565169 GO RED BODY	\$1.29 T
GO RED BODY JEWELRY	
032085105752 U OF FL TATT	\$3.99 T
FLORIDA GATORS TATTOO	
032085105752 U OF FL TATT	\$3.99 T
FLORIDA GATORS TATTOO	
013051354671 12PC C/D VAL	\$3.99 T
12PC C/D VAL PK FOOTBALL	
192937121023 12CT SWIRL D	\$5.99 T
12CT SWIRL DECO GO/FIGHT/WIN	
192937120989 65X33IN BNR	\$3.99 T
65X33IN BNR GO/FIGHT/WIN	
790617815028 4CT INFLATAB	\$7.99 T
4CT INFLATABLE POST RING TOSS	

=====

SUBTOTAL	\$38.56
GEN MERCH TAX @ 7.000%	\$2.70
TOTAL	\$41.26
CR AMEX	\$41.26
ITEMS = 14	YOU SAVED \$0.50

=====

CR AMEX SALE \$41.26
XXXXXXXXXX3402 CHIP
APPR: 801674
JOURNAL: 0172110451931282

AID: A000000025010801
Application Label: AMERICAN EXPRESS
Cryptogram Type: IC
Cryptogram: F5318713E64C1738
=====

STORE 172 TRN 81 REG 1
11-04-2020 02:46:54 PM

074 1B65 001 0390



0741B650010390*



#09014 2839 COUNTY ROAD 210 W
JACKSONVILLE, FL 32259
904-287-5476

127 3148 0071 11/02/2020 12:47 PM

INTERNET PHOTO 469576 A 11.17
RETURN VALUE 11.17

SUBTOTAL 11.17
SALES TAX A=6.5% 0.73

TOTAL 11.90
AMEX ACCT 3402 11.90
CHANGE .00

AID A00000C025010801
AMERICAN EXPRESS
Integrated chip card

THANK YOU FOR SHOPPING AT WALGREENS

REDEEM 5,000 POINTS FOR A REWARD OF \$5
OFF YOUR NEXT PURCHASE! POINTS CANNOT
BE REDEEMED ON SOME ITEMS. FOR FULL
DETAILS SEE WALGREENS.COM/BALANCE

RFN# 0901-4713-1487-2011-0203





POINT BALANCE 5090

BALANCE REWARDS ACCT # *****2513

OPENING BALANCE 4980
EVERYDAY POINTS -- RETAIL 110
CLOSING BALANCE 5090

How are we doing?
Enter our monthly sweepstakes for
\$3,000 cash

Visit
WWW.WALGREENSLISTENS.COM

or call toll free
1-800-219-7451

withir 72 hours to take a short
survey about this Walgreens visit

SURVEY#
0901-4713-148

PASSWORD
7201-1020-326

For cctest rules, see store or
WWW.WALGREENSLISTENS.COM

Give us feedback @ survey.walmart.com
Thank you! ID #: 7PBG1BB1NPW

Walmart *

904 417-9688 Mgr: BOBBT
845 DUBLIN PAVILION DR
ST. JOHNS, FL 32259

SL# 00458 GP# 009047	LT# 47 TR# 04899
CG ML PUTTY 005242700818	3.18 X
CG ML PUTTY 005242700818	3.18 X
SUBTOTAL	6.36
TAX 1 6.500 %	0.42
PIF 0.500 %	0.03
TOTAL	6.81
AMEX END	6.81

AMERICAN EXPRESS *** XXXX XXXX 402 1 0
APPROVAL # 000112
ID # 000600465375
TRANS ID 001350321200485
ATTN 000000025010801
AAC 111 19457828180
TERMINAL # 50011598
11/01/20 10:11:36

CHANGE DUE 0.00

PIF Notice

YOUR RECEIPT CONTAINS A 0.50% PUBLIC
INFRASTRUCTURE FEE, PAYABLE TO THE
DPI COMMUNITY DEVELOPMENT DISTRICT.
THE FEE IS COLLECTED AND USED TO
FINANCE PUBLIC IMPROVEMENTS IN THE
DISTRICT. THIS FEE IS NOT A TAX AND
IS CHARGED IN ADDITION TO SALES TAX.
THIS FEE IS COMES PART OF THE SALES
PRICE AND IS SUBJECT TO SALES TAX.

ITEMS SOLD 2

106 7360 4789 2009 8649 5837



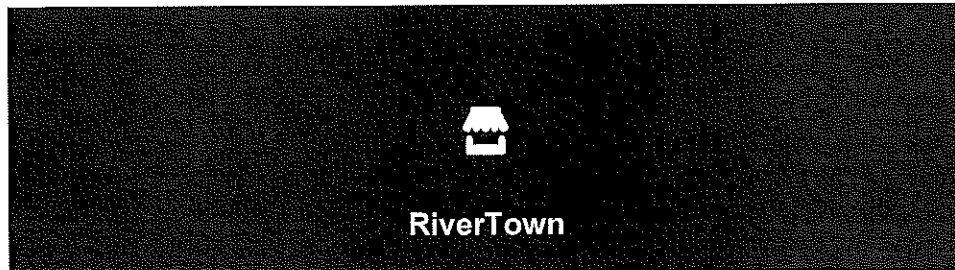
THANK YOU FOR SHOPPING WITH US

11/01/20 10:11:36

CUSTOMER COPY

Marcy Pollicino

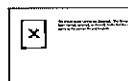
From: Gift Cards from RiverTown <noreply@messaging.squareup.com>
Sent: Thursday, October 29, 2020 9:42 AM
To: Marcy Pollicino
Subject: eGift Card Order Confirmation



Order confirmation

Thanks for brightening Darcie Whitworth's day with a RiverTown eGift Card!

Order Date	Delivery
Oct 29, 2020 at 9:42 AM EDT	Oct 29, 2020



eGift Card

\$25.00

Darcie Whitworth
mccarey39@hotmail.com

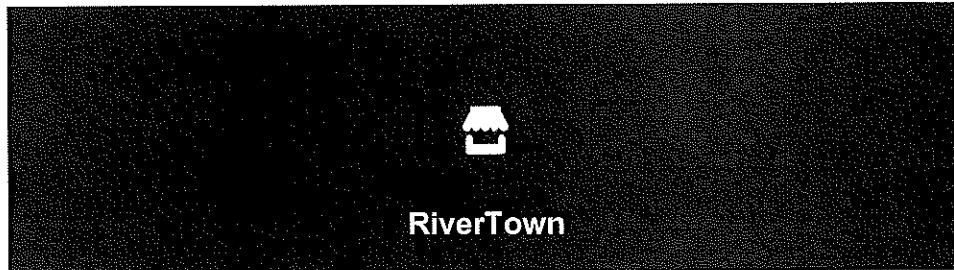
Subtotal	\$25.00
Tax	\$0.00

Total	\$25.00
Order #vT6e	Charged to AMEX 3402

By purchasing an eGift Card you agree to Square's [Give & Get Local Terms](#) and [Privacy Policy](#).

Marcy Pollicino

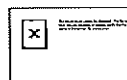
From: Gift Cards from RiverTown <noreply@messaging.squareup.com>
Sent: Thursday, October 29, 2020 9:44 AM
To: Marcy Pollicino
Subject: eGift Card Order Confirmation



Order confirmation

Thanks for brightening Stacy Cornell's day with a RiverTown eGift Card!

Order Date	Delivery
Oct 29, 2020 at 9:43 AM EDT	Oct 29, 2020



eGift Card

\$10.00

Stacy Cornell

stacyanncornell@gmail.com

Subtotal	\$10.00
Tax	\$0.00

Total	\$10.00
--------------	----------------

Order #vBRW

Charged to AMEX 3402

By purchasing an eGift Card you agree to Square's [Give & Get Local Terms](#) and [Privacy Policy](#).

By completing this purchase, I acknowledge that I am liable for any loss

Marcy Pollicino

From: Gift Cards from RiverTown <noreply@messaging.squareup.com>
Sent: Thursday, October 29, 2020 9:46 AM
To: Marcy Pollicino
Subject: eGift Card Order Confirmation



Order confirmation

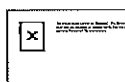
Thanks for brightening Stacy Cornell's day with a RiverTown eGift Card!

Order Date

Oct 29, 2020 at 9:45 AM EDT

Delivery

Oct 29, 2020



eGift Card

\$10.00

Stacy Cornell

stacyanncornell@gmail.com

Subtotal

\$10.00

Tax

\$0.00

Total

\$10.00

Order #5ORU

Charged to AMEX 3402

By purchasing an eGift Card you agree to Square's [Give & Get Local Terms](#) and [Privacy Policy](#).

By completing this purchase, I acknowledge that I am liable for any loss

Marcy Pollicino

From: Square <noreply@messaging.squareup.com>
Sent: Thursday, October 29, 2020 10:23 AM
To: Marcy Pollicino
Subject: Your Square hardware order US-351959074



Thanks, Marcy!

Your Square hardware order is being processed and will typically arrive within 5 to 7 business days. Your order may be sent in multiple shipments. We'll send you an email when it's on its way. [Click here to manage your order.](#)

Order Details:

Order number:	US-351959074
Transaction date:	10/29/2020 7:22 AM PDT

1 × Square Reader for magstripe (with headset jack)	\$10.00
SKU: A-PKG-0224	
Unit price: \$10.00	

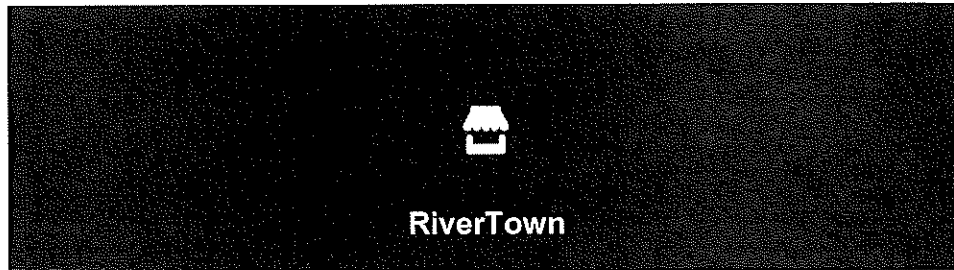
Shipping:	Free
Item total:	\$10.00
Tax total:	\$0.70

Total: **\$10.70**

AMERICAN_EXPRESS 3402

Marcy Pollicino

From: Gift Cards from RiverTown <noreply@messaging.squareup.com>
Sent: Thursday, October 29, 2020 9:48 AM
To: Marcy Pollicino
Subject: eGift Card Order Confirmation



Order confirmation

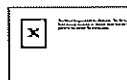
Thanks for brightening Kailey Payne's day with a RiverTown eGift Card!

Order Date

Oct 29, 2020 at 9:47 AM EDT

Delivery

Oct 29, 2020

**eGift Card**

\$10.00

Kailey Payne

kaileypayne@hotmail.com

Subtotal

\$10.00

Tax

\$0.00

Total

\$10.00

Order #T5YA

Charged to AMEX 3402

By purchasing an eGift Card you agree to Square's [Give & Get Local Terms](#) and [Privacy Policy](#).

By completing this purchase, I acknowledge that I am liable for any loss

Publix

Bartram Market
155 Bartram Market Dr Ste100
Saint Johns, FL 32259
Store Manager: Nathan Johnson
904-260-6565

SWIFFR WET PAD RFL		
4 @	12.99	51.96 T
SWF WETJET LEMON 2		
2 @	8.99	17.98 T
SWIF WET JET FLUID		
4 @	8.99	35.96 T

Order Total	105.90	
Sales Tax	6.89	
Grand Total	112.79	
Credit	Payment	112.79
Change		0.00

PRESTO!
Trace #: 062022
Reference #: 0053625402
Acct #: XXXXXXXXXXXX3402
Purchase American Express
Amount: \$112.79
Auth #: 863194

CREDIT CARD	PURCHASE
A000000025010801	AMERICAN EXPRESS
Entry Method:	Chip Read
Mode:	Issuer

Your cashier was Angel A

11/15/2020 8:25 S1684 R106 4230 C0246

Together, we'll get through this.
Get the latest updates at
publix.com/coronavirus.

Publix Super Markets, Inc.

Marcy Pollicino

From: Constant Contact Billing <notification@constantcontact.com>
Sent: Wednesday, October 28, 2020 2:21 AM
To: Marcy Pollicino
Subject: {#SPAM#}Constant Contact Payment Receipt for Marcy Pollicino

Thank you for your recent payment. Your payment receipt is found below.



Payment Receipt for October 28, 2020

Vesta
Attn.: Marcy Pollicino
245 Riverside Ave
Suite 250
Jacksonville, FL 32202
US
9046795523

Today's Date: October 28, 2020
Payment Date: October 28, 2020
Payment Method: American Express (last 4 digits: 1406)
User Name: rivertown_community

Thank you for your payment!

Description	Amount Paid
Payment - Credit Card - 1406	\$70.00

Amounts shown may reflect sales tax which is applicable in certain areas.

Note you can continue to view payment receipts online. Log into your Constant Contact account, click the [My Account](#) link in the upper right hand corner of the Home page, and choose the View Payment Receipts option.

You may also use the Opt In/Out of Payment Receipt E-Mails link on the [My Account](#) page to opt out of receiving payment receipt emails in the future.

We appreciate your business.
Best Regards,
Constant Contact Billing
1601 Trapelo Road, Suite 329 - Waltham, MA 02451

Questions? Please give us a call!
US / Canada Toll Free: (855) 229-5506
UK Toll Free: 0808-234-0942
Outside US / Canada: 0808-234-0945

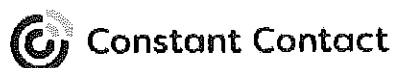
Need to cancel your account? Just give us a call!
US / Canada Toll Free: 855-229-5506
UK Toll Free: 0808-234-0945
Outside US / Canada: +1 781-472-8120

Please do not reply to this email, as the reply address does not go to a monitored mailbox. If you have additional questions, please visit our Help Center at <http://www.constantcontact.com/help>.

Marcy Pollicino

From: Constant Contact Billing <notification@constantcontact.com>
Sent: Friday, November 27, 2020 2:22 AM
To: Marcy Pollicino
Subject: {#SPAM#}Constant Contact Payment Receipt for Marcy Pollicino

Thank you for your recent payment. Your payment receipt is found below.



Payment Receipt for November 27, 2020

Vesta
Attn.: Marcy Pollicino
245 Riverside Ave
Suite 250
Jacksonville, FL 32202
US
9046795523

Today's Date: November 27, 2020
Payment Date: November 27, 2020
Payment Method: American Express (last 4 digits: 1406)
User Name: rivertown_community

Thank you for your payment!

Description	Amount Paid
Payment - Credit Card - 1406	\$70.00

Amounts shown may reflect sales tax which is applicable in certain areas.

Note you can continue to view payment receipts online. Log into your Constant Contact account, click the [My Account](#) link in the upper right hand corner of the Home page, and choose the View Payment Receipts option.

You may also use the Opt In/Out of Payment Receipt E-Mails link on the [My Account](#) page to opt out of receiving payment receipt emails in the future.

We appreciate your business.
Best Regards,
Constant Contact Billing
1601 Trapelo Road, Suite 329 - Waltham, MA 02451

Questions? Please give us a call!
US / Canada Toll Free: (855) 229-5506
UK Toll Free: 0808-234-0942
Outside US / Canada: 0808-234-0945

Need to cancel your account? Just give us a call!
US / Canada Toll Free: 855-229-5506
UK Toll Free: 0808-234-0945
Outside US / Canada: +1 781-472-8120

Please do not reply to this email, as the reply address does not go to a monitored mailbox. If you have additional questions, please visit our Help Center at <http://www.constantcontact.com/help>.

11/24/2020

Amazon.com - Order 113-4858744-8757843

amazon.com

Details for Order #113-4858744-8757843

Print this page for your records.

Order Placed: November 24, 2020

Amazon.com order number: 113-4858744-8757843

Order Total: \$23.66

Not Yet Shipped

Items Ordered

2 of: *Sentry Supply 650-2759 Two-Piece Strike and Keeper, Outswing, Chrome*
Sold by: Amazon.com Services LLC

Price

\$11.11

Condition: New

Shipping Address:

Zachary Davidson
140 LANDING ST
SAINT JOHNS, FL 32259-8763
United States

Shipping Speed:

One-Day Shipping

Payment information

Payment Method:

American Express | Last digits: 1752

Item(s) Subtotal: \$22.22

Shipping & Handling: \$0.00

Billing address

Zachary Davidson
245 RIVERSIDE AVE
JACKSONVILLE, FL 32202-4924
United States

Total before tax: \$22.22

Estimated tax to be collected: \$1.44

Grand Total: \$23.66

To view the status of your order, return to [Order Summary](#).

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2020, Amazon.com, Inc. or its affiliates

WELCOME TO
WEEDMANN'S EXPRESS
Weedmann's
9900 Shands Pier R
ST. Augustine FL
32259

DATE 11/20/20 14:14
TRAN# 9028624
PUMP# 02
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLONS: 30.028
PRICE/G: \$ 1.999
FUEL SALE \$ 60.03
CREDIT \$60.03

AMEX
*****1752
Entry Method: Swiped
Auth #: 584064
Resp Code: 0
Stan: 0476499366
Invoice #: 501183
Store # *****

THANK YOU
HAVE A NICE DAY



**How doers
get more done.**

230 DURBIN PAVILION DRIVE
ST. JOHNS, FL 32259 (904)417-4600

1324 00051 94535 11/20/20 10:05 AM
SALE SELF CHECKOUT

084305355546 HOMER BUCKET <A>
5GAL HOMER BUCKET 13.92
493.48
071121960177 SP G&W GAL <A> 7.97
SPECTRACIDE WEED&GRASS KILLER 1GAL
078275146303 1KW SS PCTRL <A>
1000W STEM & SWIVEL MOUNT PHOTO CTRL
2@17.98 35.96

SUBTOTAL 57.85
TAX + PIF 4.07
TOTAL \$61.92

XXXXXXXXXXXX1752 AMEX USD\$ 61.92

AUTH CODE 802844/3514446 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

1324 11/20/20 10:05 AM



1324 51 94535 11/20/2020 4151

PIF NOTICE

THE TAX ON YOUR RECEIPT CONTAINS A 0.50%
PUBLIC INFRASTRUCTURE FEE, PAYABLE TO
THE DPI COMMUNITY DEVELOPMENT DISTRICT.
THE FEE IS COLLECTED AND USED TO FINANCE
PUBLIC IMPROVEMENTS IN THE DISTRICT.
THIS FEE IS NOT A TAX AND IS CHARGED IN
ADDITION TO SALES TAX. THIS FEE BECOMES
PART OF THE SALES PRICE AND IS SUBJECT
TO SALES TAX.

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A	1	180 05/19/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 190683 189410
PASSWORD: 20570 189359

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

THANK YOU FOR SHOPPING AT
CRONIN ACE HARDWARE
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
(904) 217-3324

11/13/20 12:53PM FND 552 SALE

8100083 1 EA \$19.99 EA
TIE DWN RTCH ORG 14"4PK \$19.99
31031 1 EA \$5.99 EA
SWTCH QT3W WH15A120/277V \$5.99

SUB-TOTAL:\$ 25.98 TAX: \$ 1.69
TOTAL: \$ 27.67
BC AMT: \$ 27.67

BK CARD#: XXXXXXXXXXXX1752
MID:*****6883 TID:***4807
AUTH: 882815 AMT: \$ 27.67
Host reference #:666827 Bat#

Authorizing Network: AMEX

Chip Read
CARD TYPE:AM EXPRESS EXPR: XXXX
AID : A000000025010801
TVR : 0000008000
IAD : 0649010360A002
TSI : FB00
ARC : 00
MODE : Issuer
CVM :
Name : AMERICAN EXPRESS
ATC :0076
AC : D1E632D0FED824BC
TxnID/VatCode: 660491

Bank card USD\$ 27.67

Total Items: 2



==> JRNL#G66827/1 <==
CUST NO:*5

THANK YOU ZACHARY DAVIDSON
FOR YOUR PATRONAGE

I agree to pay above total amount
according to card issuer agreement
(merchant agreement if credit voucher)
Acct: CASH CUSTOMER

Customer Copy



**How doers
get more done.**

230 DURBIN PAVILION DRIVE
ST. JOHNS, FL 32259 (904)417-4600

1324 00064 98554 11/12/20 11:47 AM
SALE SELF CHECKOUT

024964234981 FURN0500HG <A> 39.00
WAGNER FURNO 500 HEAT GUN

SUBTOTAL 39.00
TAX + PIF 2.75
TOTAL \$41.75

XXXXXXXXXXXX1752 AMEX USD\$ 41.75

AUTH CODE 813105/1645174 TA

Chip Read

AID A000000025010801 AMERICAN EXPRESS

1324 11/12/20 11:47 AM



1324 64 98554 11/12/2020 7334

PIF NOTICE

THE TAX ON YOUR RECEIPT CONTAINS A 0.50%
PUBLIC INFRASTRUCTURE FEE, PAYABLE TO
THE DPI COMMUNITY DEVELOPMENT DISTRICT.
THE FEE IS COLLECTED AND USED TO FINANCE
PUBLIC IMPROVEMENTS IN THE DISTRICT.
THIS FEE IS NOT A TAX AND IS CHARGED IN
ADDITION TO SALES TAX. THIS FEE BECOMES
PART OF THE SALES PRICE AND IS SUBJECT
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RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A	1	180 05/11/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

DTD WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 198721 197461
PASSWORD: 20562 197397

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



The Perfect People For A Perfect Pool



Like Us on Facebook
For Our Special Offers!

Pinch A Penny 140
625 State Road 13
St. Johns, FL 32259
Phone: 904 230 9299

Sales Receipt

Transaction #: 745902
Account #: 9044405660
Date: 11/4/2020 Time: 10:42:33 AM
Cashier: Tyler Hickman Register #: 7

BILL TO: JASON DAVIDSON

Ref#: [120Y9CKH6EY5ZJ9U3ISA950ZK]

Item	Description	Amount
09921131	TAYLOR RGT. #3 DEP 2 02	\$13.99
09921073	TAYLOR RGT. #2 DEP 2 02	\$12.99
09922006	TAYLOR RGT. #1 DEP 2 02	\$12.99
Sub Total		\$39.97
Sales Tax		\$2.60
Total		\$42.57
SIDE TERMINAL Tendered		\$42.57
Change Due		\$0.00

ACCT: *****1752
APP NAME: AMEX
AID: A0000000250108
ARQC: 1EE7B607D9CB82F2
ENTRY: Chip
APPROVAL: 006209

VERIFICATION: Signature

Good things
come from
Sysco
Sysco Jacksonville
1501 Lewis Industrial Dr
Jacksonville, FL 32254
(904) 679-5523

supplies
OntheFly.com
Sysco

SHIP-TO: 791133
RIVER TOWN CAFE
160 RIVERGLADE RUN
SAINT JOHNS, FL 32259
(904) 679-5523

PAYER: 791133
AMENITY FOOD AND BEVERAGE

SYSCO INVOICE: 283707632
Invoice Date: 11/14/2020
SOTF Order: SOTF-7631393 11/05/20
Customer PO:
Sales Representative: MA: SJD21 KEENAN

Qty	Product Name	Product Code	Unit Price	Tax	Ext Price	T A X
2631754 SUPPLY HARDWARE SOTF.COM						
5	Sysco® StorPlus™ Food Storage Container Lid Blue, 12/18/22 qt, 11-3/8"x11-3/8" - from Sysco	CRL-1074260SYS	3.54	1.24	17.70	*
1	San Jamar® Escal® Professional Digital Scale 11lb Metallic 6"x8-1/2"	SAN-SCDGP11M	39.22	2.75	39.22	*
3	TableCraft® Large Liquor Pouter Cover (Pack of 12)	TAB-DCL	7.58	1.59	22.74	*
2	Vollrath® Steam Table Pan Cover Half Size	VOL-75129	13.84	1.94	27.68	*
3	Vollrath® Super Pan V™ Steam Table Pan Cover Slotted, One Third Size	VOL-75230	16.48	3.46	49.44	*
1	Winco® MDL-4P Mandoline Slicer Set 14-5/8"	WDI-MDL4P	48.95	3.43	48.95	*
Group Total 2631754 SUPPLY HARDWARE SOTF.COM					14.41	205.73
8376931 SHIPPING CHARGE						
1	Shipping	Shipping	21.60		21.60	
Group Total 8376931 SHIPPING CHARGE						21.60
SubTotal					227.33	
Sales Tax					14.41	
Invoice Total					241.74	

Dropship PO: 15481980

THIS IS A DETAILED COURTESY COPY OF SYSCO INVOICE 283707632 FOR YOUR RECORDS



Good things
come from
Sysco
Sysco Jacksonville
1501 Lewis Industrial Dr
Jacksonville, FL 32254
(904) 879-5523

supplies
Onthefly.com
Sysco

SYSCO INVOICE:
Invoice Date: 11/10/2020
SOTF Order: SOTF-7625270 10/30/20
Customer PO:
Sales Representative: MA: SJD21 KEENAN

**PAYER: 791133
AMENITY FOOD AND BEVERAGE**

**SHIP-TO: 791133
RIVER TOWN CAFE
160 RIVERGLADE RUN
SAINT JOHNS, FL 32259
(904) 879-5523**

Qty	Product Name	Product Code	Unit Price	Tax	Ext Price	T A X
2631754 SUPPLY HARDWARE SOTF.COM						
1	Aleco 8 Piece Fancy Pastry Decorating Set (Case of 8)	ATC-334	7.20	0.50	7.20	*
2	Sysco® StorPlus™ Food Storage Container Clear, 6 qt - from Sysco	CRL-1072207SYS	9.37	1.31	18.74	*
2	Sysco® StorPlus™ Food Storage Container Clear, 8 qt - from Sysco	CRL-1072307SYS	10.98	1.54	21.96	*
2	Sysco® StorPlus™ Food Storage Container Clear, 12 qt - from Sysco	CRL-1072407SYS	15.91	2.23	31.82	*
3	Sysco® StorPlus™ Food Storage Container Clear, 18 qt - from Sysco	CRL-1072507SYS	23.56	4.95	70.68	*
1	Carlisle Steelunium® 24 Cupcake Pan 20-5/8"x14-1/8"	CRL-601840EA	52.02	3.64	52.02	*
2	Vollrath® Piano Whip Purple Nylon 12in	DOT-432402	12.88	1.80	25.76	*
1	Harold Import Mrs. Anderson's® Round Cake Pan 9-1/2" (Case of 6)	HIC-43632	50.98	3.57	50.98	*
1	International Tableware Fluted Ramekin European White 8 oz Ceramic (Case of 36)	ITW-FAWF10EW	54.89	3.84	54.89	*
1	KitchenAid® Commercial NSF 8 QT Bowl Lift Mixer Empire Red (120v)	KIT-KSM8990ER	706.50	49.45	706.50	*
2	Restaurantware Met Lux Griddle Scraper Plastic Handle Black 11-3/4"	RTW-FW10227	14.10	1.97	28.20	*
1	Tablecraft® Icing Spatula 12"	TAB-4212EA	4.39	0.31	4.39	*
1	Tablecraft® Fine Mesh Strainer 10-1/4"	TAB-97-EA	11.18	0.78	11.18	*
1	Thunder Group® Icing Spatula 8"	THU-SLSP008-EA	2.38	0.17	2.38	*
2	Thunder Group® Icing/Cooling Rack Wire 16"x24-3/4"	THU-SLRACK1624-EA	9.28	1.30	18.58	*
1	Thermohauser Cake Plate With Turntable 12-3/8"	TMH-3000233152	22.94	1.61	22.94	*
3	Vollrath® Super Pan V® Steam Table Pan Full Size x 6" Deep - from Sysco	VOL-30062SY	54.24	11.39	162.72	*
4	Vollrath® Super Pan V® Steam Table Pan 1/2 Size x 6" Deep - from Sysco	VOL-30262SY	36.33	10.17	145.32	*
2	Vollrath® Economy Stainless Steel Two-Piece Ladle 1 oz	VOL-46901	3.53	0.49	7.06	*
3	Sysco® Super Pan II Steam Table Pan 6", One Third Size - from Sysco	VOL-56158	34.83	7.31	104.49	*
1	Vollrath® 1/2 Size Silicone Baking Mat (Case of 12)	VOL-T3605SMCA	166.80	11.68	166.80	*
1	Winco® Fine Single Mesh Strainer 6-1/4"	WDI-MSTF6S	5.13	0.36	5.13	*
1	Winco® Fine Single Mesh Strainer 8"	WDI-MSTF8S-EA	6.12	0.43	6.12	*
2	Winco® Pastry Bag 24"	WDI-PBC24-EA	3.61	0.51	7.22	*
Group Total 2631754 SUPPLY HARDWARE SOTF.COM					121.31	1,733.08

THIS IS A DETAILED COURTESY COPY OF SYSCO INVOICE 283701608 FOR YOUR RECORDS



Good things
come from
Sysco
Sysco Jacksonville
1501 Lewis Industrial Dr
Jacksonville, FL 32254
(904) 679-5523

supplies
Onlinefly.com
Sysco

SYSKO INVOICE: 283701608
Invoice Date: 11/10/2020
SOTF Order: SOTF-7625270 10/30/20
Customer PO:
Sales Representative: MA: SJD21 KEENAN

SHIP-TO: 791133
RIVER TOWN CAFE
160 RIVERGLADE RUN
SAINT JOHNS FL 32259
(904) 679-5523

PAYER: 791133
AMENITY FOOD AND BEVERAGE

Qty	Product Name	Product Code	Unit Price	Tax	Ext Price	T A X
	8376931 SHIPPING CHARGE					
1	Shipping	Shipping	107.79		107.79	
	Group Total 8376931 SHIPPING CHARGE				107.79	

SubTotal	1,840.87
Sales Tax	121.31
Invoice Total	1,962.18

Dropship PO: 15461830

THIS IS A DETAILED COURTESY COPY OF SYSKO INVOICE 283701608 FOR YOUR RECORDS





Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice # 378101
Date 1/1/2021

Terms Net 30
Due Date 1/31/2021
Memo Rivers Edge CDDII

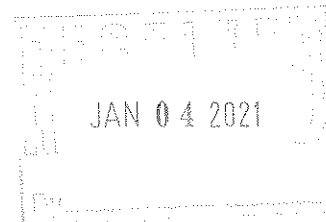
Bill To

Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092

Description	Quantity	Rate	Amount
Field Operations Manager 1-320-57200-34300-10	1		2,639.38
General & Lifestyle Manager 1-320-57200-34000-10	1		5,428.96
Hospitality Services 1-320-57200-34000-10	1		9,366.67
Community Maintenance Staff 1-320-57200-34100-10	1		3,500.00
Pool Maintenance 46200 1-320-57200-34200-10	1		1,518.75
Janitorial Maintenance 51200	1		1,344.37

Thank you for your business.

Total \$23,798.13





Invoice

CFC #1426235

PO Box 600921 * Jacksonville, FL 32260


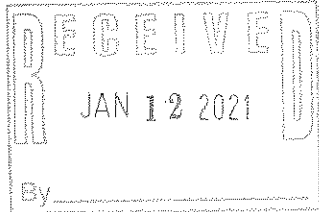
Phone: 904-287-3855 * Fax 904-268-3230

Date	Invoice #
1/12/2021	2021-40822

Bill To
RECCD 475 West Town place Suite 114 St Augustine FL, 32092

Job Location
River Town 160 River Glade Run St. Johns, FL 32259

1-32-572-600
43

Description	Amount
DOS: 1/7/21 Ticket: 4" hole cut for coke machine and add PVC 4" PVC pipe used as a run for soda machine lines Hole cut in drop down ceiling against wall right next to existing run. A screw was used to anchor to wall and galvanized iron to strap securely with screws Another run installed on other side of wall, hole cut in drywall ceiling, pipe subbed through ceiling and screwed, anchored and strapped securely per customer (RECCDD2)  	437.50

Technician	EH	Thank you for your business, Dawn	Total	\$437.50
------------	----	-----------------------------------	-------	----------

All invoices are due upon receipt. If not paid in full within 30 days thereafter, then interest will accrue on the unpaid portion at 18% per annum and you agree to reimburse costs and attorneys' fees, incurred in the collection of the unpaid portion.

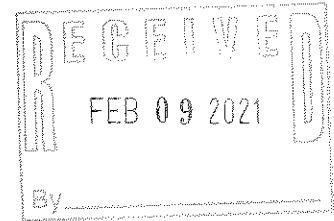
APK AUSTIN, LLC

5363 AIR PARK LOOP W
GREEN COVE SPRINGS, FL 32043
904.334.2769

Invoice

Date	Invoice #
12/16/2020	20-2745

Bill To
River Club at RiverTown c/o Jason Davidson 475 West Town Place, Suite 114 St. Augustine, Florida 32092



P.O. No.	Terms	Project
Verbal	Due on receipt	

Quantity	Description	Rate	Amount
1	Miscellaneous Materials Grease, Connectors, Splices Cable, etc...including Rivets	24.00	24.00T
2	Service and Installation Labor (2 Hour Minimum)	89.00	178.00
	This was a call due to the exit gate being struck by a vehicle. We found the mounts broke away and had to be reattached.		
	Sales Tax	6.50%	1.56
		132.572.00 65	
		Total	\$203.56

Charles Aquatics, Inc.

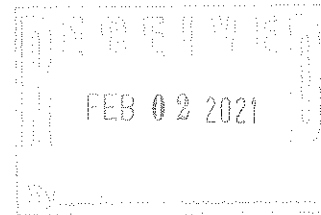
6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

Invoice


Date	Invoice #
2/1/2021	40864

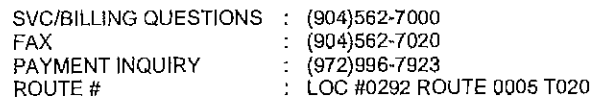
Bill To
Rivers Edge CDD II 475 West Town Place, Suite 114 St Augustine, FL 32092

Due Date
3/3/2021



1-32-572-468
30

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services - 6 ponds at Water Song and 3 Ponds on Keystone Corners Blvd Monthly Pond Services For January (RECOD2) 	682.50	682.50
Thank you for doing business with us!		Balance Due	\$682.50



REMIT TO: Cintas
P.O. Box 631025
CINCINNATI, OH 45263-1025

PLEASE PAY DIRECTLY FROM THIS INVOICE

RIVERS EDGE 2.
RIVERS EDGE COMMUNITY DEVELOP DISTRICT
160 RIVERGLADE RUN
ST. JOHNS, FL 32259
865-935-4570

INVOICE #	:	5049254541
DATE	:	01/20/2021
PO #	:	N/A
STORE #	:	
CUSTOMER #	:	12663109
PAYER #	:	10596960
SVC ORDER #	:	8026310104
CREDIT TERMS	:	NET 30 DAYS

MATERIAL #	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE	TAX
9585183	FRONT OFFICE F A 02542025				
110	SERVICE ACKNOWLEDGEMENT	1	\$0.00	\$0.00	N
120	CABINET ORGANIZED	1	\$0.00	\$0.00	N
130	EXPIRATION DATES CHECKED	1	\$0.00	\$0.00	N
55556	DISINFECTANT WIPE	1	\$8.50	\$8.50	N
617319	SHIELD ALCOHOL WIPES, 60CT	1	\$0.00	\$0.00	N
	COMPONENT SUBTOTAL :			\$8.50	
9605930	KITCHEN #7873 400075028				
159	AED CHECKED	1	\$31.30	\$31.30	N
	COMPONENT SUBTOTAL :			\$31.30	
999900999	Other				
400	SERVICE CHARGE	1	\$12.95	\$12.95	N
REMIT TO: Cintas			SUB-TOTAL :	\$52.75	
P.O. Box 631025			TAX :	\$0.00	
CINCINNATI, OH 45263-1025			TOTAL :	\$52.75	

REMIT TO: Cintas
P.O. Box 631025
CINCINNATI, OH 45263-1025

RECEIVED
JAN 26 2021
By _____

SIGNATURE :

DATE: 01/20/2021

NAME : Eric Olsen

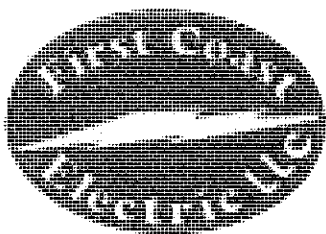
1.32.572.60
102

Thank you for your business. It's been our pleasure to serve you and get you **Ready for the Workday®**.

RECDD II First Aid Supplies
Approved; Jason Davidson

Jason Davidson

~~Lysol wipes B-A for 50 cu. ft.~~



First Coast Electric, LLC

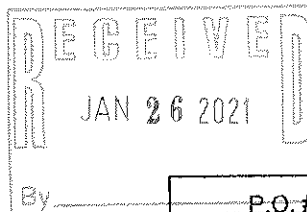
Jacksonville, FL 32236-0995

Invoice

Date	Invoice #
12/23/2020	15603

Bill To

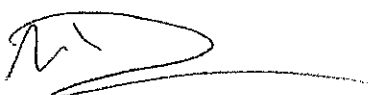
Rivers Edge CDD II
475 West Town Place, Suite 114
St. Augustine, FL 32092



1-32-572-60

110

By	P.O. #	Job No.
		CT-3872

Qty	Description	Rate	Amount
1	INVOICE FOR THE LABOR AND MATERIALS TO REPAIR 2 LIGHTS STAYING ON AT RIVERCLUB NEAR KAYAK LAUNCH IN RIVERTOWN. Light R & R (RECTDD2) 	1,127.00	1,127.00
		Total	\$1,127.00
		Payments/Credits	\$0.00
		Balance Due	\$1,127.00

Phone #	Fax #	E-mail
904-779-5491	904-777-3608	Tom@fcelecc.com

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 35**Invoice Date:** 2/1/21**Due Date:** 2/1/21**Case:****P.O. Number:****Bill To:**

Rivers Edge II CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - February 2021 1-31-513-34		2,500.00	2,500.00
Website Administration - February 2021 1-31-513-351		375.00	375.00
Information Technology - February 2021 1-31-513-351		100.00	100.00
Dissemination Agent Services - February 2021 1-31-513-324		291.67	291.67
Office Supplies 1-31-513-51		12.68	12.68
Postage 1-31-513-42		3.00	3.00
Copies 1-31-513-425 2		58.80	58.80

**Total** \$3,341.15**Payments/Credits** \$0.00**Balance Due** \$3,341.15

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

January 15, 2021

Rivers Edge II CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 119687
Billed through 12/31/2020

General Counsel

RE2CDD 00001 JLK

1-31-513-315
4

FOR PROFESSIONAL SERVICES RENDERED

12/02/20	LMG	Review November meeting minutes and provide comments.	0.20 hrs
12/07/20	JLK	Review agenda package and prepare for Board meeting; review acquisition documents and confer with Gentry on same.	0.20 hrs
12/09/20	JLK	Confer regarding status of acquisition package and keystone corners release; confer regarding financing timeline.	0.30 hrs
12/10/20	JLK	Review interlocal table of cost allocations; review agenda and prepare for Board meeting.	0.50 hrs
12/14/20	JLK	Confer regarding status of assessment receipt record and transmit information on same; review agenda package and prepare for Board meeting.	0.40 hrs
12/15/20	JLK	Review agenda package and prepare for Board meeting; confer with Perry regarding assessment receipt schedule and transmit same.	0.80 hrs
12/16/20	JLK	Prepare for Board meeting; travel to/from and attend Board meeting.	2.20 hrs
12/17/20	JLK	Confer regarding updated acquisition package.	0.20 hrs
12/18/20	EGRE	Prepare deed conveying platted parcels.	0.70 hrs
12/21/20	EGRE	Revise deed conveying platted tracts.	0.20 hrs
12/31/20	EGRE	Research application of E-Verify law; prepare memorandum regarding same.	0.10 hrs

Total fees for this matter \$1,559.00

DISBURSEMENTS

Travel	178.27
Travel - Meals	8.59
Conference Calls	8.13
Total disbursements for this matter	\$194.99

MATTER SUMMARY

Gregory, Emma C.	1.00 hrs	245 /hr	\$245.00
Kilinski, Jennifer L.	4.60 hrs	275 /hr	\$1,265.00

=====

Gentry, Lauren M.	0.20 hrs	245 /hr	\$49.00
-------------------	----------	---------	---------

TOTAL FEES	\$1,559.00
TOTAL DISBURSEMENTS	\$194.99

TOTAL CHARGES FOR THIS MATTER	\$1,753.99
--------------------------------------	-------------------

BILLING SUMMARY

Gregory, Emma C.	1.00 hrs	245 /hr	\$245.00
Kilinski, Jennifer L.	4.60 hrs	275 /hr	\$1,265.00
Gentry, Lauren M.	0.20 hrs	245 /hr	\$49.00

TOTAL FEES	\$1,559.00
TOTAL DISBURSEMENTS	\$194.99

TOTAL CHARGES FOR THIS BILL	\$1,753.99
------------------------------------	-------------------

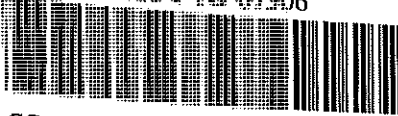
Please include the bill number with your payment.



TEL: 201-437-7440
TOLL FREE: 877-477-71BP
FAX: 201-437-7442

INVOICE

255 ROUTE 1 and 9
JERSEY CITY NJ 073106



SOLD TO
RIVERS EDGE CDD
RIVERTOWN
475 W TOWN PLACE STE 114
ATTN:DANIEL LAUGHLIN
ST AUGUSTINE, FL 32092

INVOICE NO.	INVOICE DATE	ORDER NO.	ORDER DATE
8375056	2/04/21	8327373-000	2/04/21
CUST NO.	SALES REP.	TRUCK	STOP
E541626	1541	TRK176658	18
CUSTOMER PO	RESALE #	PAGE	
	858013711680C2	1 of 1	

REMIT TO: Imperial Bag & Paper Co. LLC
PO BOX 27305
New York, NY 10087-7305

SHIP TO
RIVERS EDGE CDD II
RIVERS EDGE CDD
160 RIVERGLADE RUN
ATTN:JASON DAVIDSON
ST JOHNS, FL 32259

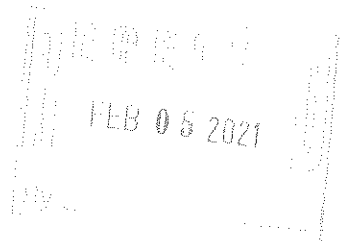
1-32-572-60
103

Special Instructions:

DRIVER	TELEPHONE NO.	SHIP VIA	TERMS			
X14		OUR TRUCK	Net 30			
QUANTITY SHIPPED	QUANTITY BACKORDERED	U/M	ITEM NO./ DESCRIPTION	PACK	PRICE	AMOUNT TAX
1.00	.00	CS	BMETPOL16 VB METAL POLISH AERO UN1950, AEROSOLS, FLAMMABLE, 2.1 Hazardous Material Weight: 16.4000	12	77.39	77.39
1.00	.00	CS	CLOX30577 CLOROX WIPES GERMICIDAL BLEACH NOT REGULATED	6	89.00	89.00
2.00	.00	CS	MB540A TOWEL MULTI FOLD WHT MSTREET	4000	32.36	64.72
2.00	.00	BX	P03901 URINAL SCREEN 03901 CHERRY BX	12	15.10	30.20
1.00	.00	CS	500TT TOILET TISSUE 2PLY 500	96	43.62	43.62

RECDD II Janitorial Supplies
Approved; Jason Davidson

Jason Davidson



Total Hazardous Weight: 16.4000

CHEMICAL EMERGENCY HOTLINE NUMBER IS 1-800-255-3924

REC'D BY

A SERVICE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL
BE ASSESSED ON INVOICES REMAINING UNPAID AFTER 60 DAYS.
USE OF CREDIT CARD IS SUBJECT TO A 1% CONVENIENCE FEE
FOR TOTAL CHARGE.

UNITS 7.0000

WEIGHT 96.1000

PCS RET

CUBE 8.8677

SUBTOTAL

304.93

SUBTOTAL

304.93



ELECTRIC COMPANY
EC0001925

KAD ELECTRIC COMPANY
P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

Invoice

DATE	INVOICE #
1/8/2021	4398

BILL TO				
Rivers Edge CDD 475 W. Town Place St. Augustine FL 32092				
		P.O. NO.	TERMS	JOB
			Due on receipt	20-952
ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
		RiverTown		
Elec. Labor	1	and material. Replaced damaged photocell feeding sign on Quailberry Place Entry	165.00	165.00
Elec. Labor	1	and material. Located and repaired several light poles on Orange Branch Trail.	1,750.00	1,750.00
Elec. Labor	1	and material. Re-wired hand hole box feeding light poles on Keystone Corners Blvd.	290.00	290.00
Equipmnt Rntl	1	EQUIPMENT RENTAL.. lift to repair light pole.	600.00	600.00
<p>Repair and Replacement RECDD I Amount Due - \$2,215 RECDD II Amount Due - \$590</p> <p>Approved; Jason Davidson <i>Jason Davidson</i> 1-32-572-60 46</p> <p>RECEIVED JAN 11 2021 By _____</p>				
Thank you for your business. We appreciate it very much.			Total \$2,805.00	
			Payments/Credits \$0.00	
Phone #	Fax #	E-mail	Balance Due \$2,805.00	
904-541-1000	904-215-3475	LDEASE@AOL.COM		



INVOICE

11925 Alden Trace Blvd N
Jacksonville FL 32246

Attention: Rivers Edge CDD II

Address: 475 West Town Place Suite 114, St. Augustine FL 32092

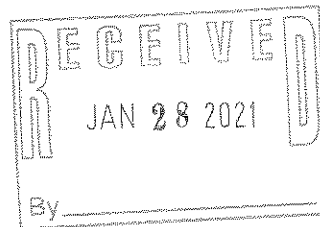
Event Date: February 18th, 2021

Invoice Number: 998

1.32.572.494
53

Description	Length	Time	Price
• DJ Ross Trivia	2 Hours	7pm - 9pm	\$ 250.00

\$ 250.00





Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305
www.turnerpest.com

Service Slip/Invoice

INVOICE: 6913619
DATE: 9/11/2020
ORDER: 6913619

Bill To: [275347]

Rivers Edge CDD
Jason Davidson
475 West Town Place
Suite 114
Saint Augustine, FL 32092-3648

Work

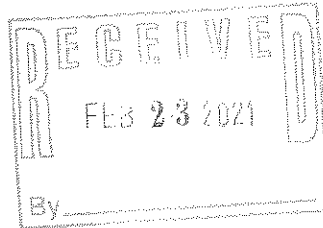
Location: [275347] 904-679-5733

RiverClub(RECDD 2)
Robert Beladi
160 Riverglade Run
Saint Johns, FL 32259

1.32.572.435
11

Work Date	Time	Target Pest	Technician	Time In
9/11/2020	11:33 AM	ANTS, FIRE ANT, MICE,		11:33 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	2/22/2021		12:10 PM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	95.00
SUBTOTAL		\$95.00
TAX		\$0.00
AMT. PAID		\$0.00
TOTAL		\$95.00



AMOUNT DUE \$95.00

TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.



Invoice

Invoice #: 0101B

1/1/2021

Customer PO:

DUE DATE: 01/31/2021

BILL TO

Rivers Edge CDD II
475 West Town Place, Suite 114
Saint Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract January 2021

AMOUNT

\$15,034.83

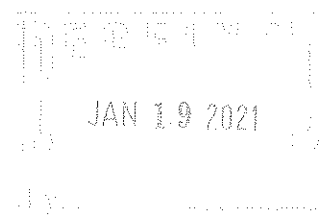
Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$15,034.83

1-32-572-461
51





Invoice

Invoice #: 4277B

Date: 12/01/2020

Customer PO:

DUE DATE: 12/31/2020

BILL TO

Rivers Edge CDD II
475 West Town Place, Suite 114
Saint Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract December 2020

AMOUNT

\$15,034.83

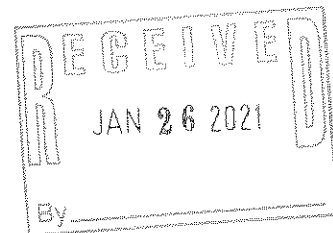
Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$15,034.83

1-52-572-461
51





Invoice

Invoice #: 0202B

Date: 02/01/2021

Customer PO:

DUE DATE: 03/02/2021

BILL TO

Rivers Edge CDD II
475 West Town Place, Suite 114
Saint Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract February 2021

AMOUNT

\$15,034.83

Invoice Notes:

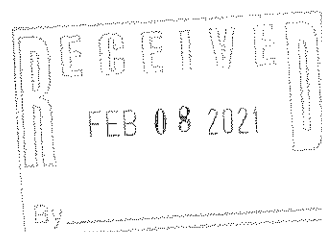
Thank you for your business!

AMOUNT DUE THIS INVOICE

\$15,034.83

1-32-512-441
51

(RECD 02)





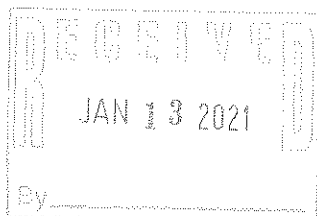
Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice # 378554
Date 12/31/2020
Terms Net 30
Due Date 1/30/2021
Memo pass thru CDD2

Bill To

Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092



Description	Quantity	Rate	Amount
Billable Expenses			
Z. Davidson - Pinch A Penny-pool tester chemicals (RECDD2) <i>RR</i>			52.14
Z. Davidson - Aei Progas-Inspection of firepits (RECDD2) <i>RR</i>			147.00
Z. Davidson - Ace-paint rollers and River Rock (RECDD 2) <i>RR</i>			26.35
Z. Davidson - Publix-Steam cleaner Rental for office (RECDD2)			53.23
E. Budzinski - Rivertown-4 \$25 gift cards for 4 event prize winners (RECDD II) <i>SE</i>			100.00
E. Olsen - Dollar Tree;Plates (RECDD II Café) <i>Cafe</i>			10.70
E. Olsen - Rivertown; Christmas Lights Prizes <i>SE</i>			100.00
E. Olsen - Amazon;Stock Pot and Salad Spinner (RECDD II Café) <i>Cafe</i>			105.39
E. Olsen - Amazon;Vaccum <i>RR</i>			74.54
E. Olsen - Imenupro;Menu Creation Web Service (RECDD II Café) <i>Cafe</i>			15.95
E. Olsen - Publix;Sharpies and Dessert Plates (RECDD II Café) <i>Cafe</i>			12.14
E. Olsen - Dollar Tree; Plates and Knives (RECDD II Café)			28.89
E. Olsen - Walmart;Thermal Paper (RECDD II Café) <i>Cafe</i>			18.02
E. Olsen - Ace;Anchors & Batteries <i>RR</i>			37.60
Total Billable Expenses			781.95

Total \$781.95



The Perfect People For A Perfect Pool



Like Us on Facebook
For Our Special Offers!

Pinch A Penny 148
625 State Road 13
St. Johns, FL 32259
Phone: 904-230-9299

Sales Receipt

Transaction #: 749076
Account #: 9044405660
Date: 12/4/2020 Time: 11:01:30 AM
Cashier: Kyle Goodman Register #: 7

BILL TO: JASON DAVIDSON

Ref#: [3509M2ASH17021S6PB4HX2RV]

Item	Description	Amount
00910117	TILE & LINE CLEANER 8	\$8.99
09922006	TAYLOR RGT. #1 DPD 2 OZ	\$12.99
09921131	TAYLOR RGT. #3 DPD 2 OZ	\$13.99
09921073	TAYLOR RGT. #2 DPD 2 OZ	\$12.99
Sub Total		\$48.96
Sales Tax		\$3.18
Total		\$52.14
SIDE TERMINAL Tendered		\$52.14
Change Due		\$0.00

ACCT: ****1752
APP NAME: AMEX
AID: A0000000250108
ARQC: 009C1886447A261B
ENTRY: Chip
APPROVAL: 805054

VERIFICATION: Signature

AEI Progas Company

1750 Emerson Street
Jacksonville, FL 32207
904-379-6197
info@aeiprogas.com

**Receipt**

BILL TO
ZAK DAVIDSON
160 RIVERGLADE RUN
ST. JOHNS, FL 32259 ST. JOHNS

Date: 12/11/2020
Due Date
Reference No: 242425

	Invoice Date	Payment
1	12/09/2020	147.00
0		
Memo: BALANCE DUE		\$0.00

THANK YOU FOR SHOPPING AT
TURNER ACE HARDWARE WGV
6205 STATE ROAD 16
ST. AUGUSTINE FL 32094
(904) 907-2424

PLEASE REMIT PAYMENT 13164 ATLANTIC BLVD
JACKSONVILLE, FL 32225
12/14/20 8:05AM 405 SALE

1006653	2	EA	\$4.59	EA
ACE BETTER ROLLER 9X1/2"				\$9.18
1006707	2	EA	\$1.99	EA
PNT TRY LNR BK 15X9" 1PK				\$3.98
7293285	2	EA	\$5.79	EA
RIVER PEBBLES 0.5 CF				\$11.58

SUB-TOTAL:\$	24.74	TAX: \$	1.61
		TOTAL: \$	26.35
	DC AMT:	\$	26.35

BK CARD#: XXXXXXXXXXXX1752
MID:*****2885 TID:***6120
AUTH: 824722 AMT: \$ 26.35
Host reference #:247520 Bat#

Authorizing Network: AMEX

Chip Read
CARD TYPE:AM EXPRESS EXPR: XXXX
AID : A000000025010801
TVR : 0000008000
IAD : 0649010360A002
TSI : F800
ARC : 00
MODE : Issuer
CVM : No CVM
Name : AMERICAN EXPRESS
ATC :0080
AC : 0347E66710C8CBBF
TxnID/ValCode: 414500

Bank card USD\$ 26.35



==>> JRNL#C47520/4
CUST NO:*4

<<==

THANK YOU ZACHARY DAVIDSON
FOR YOUR PATRONAGE

Acct: CASH CUSTOMER ST 4

Customer Copy

Seasonal items are non-refundable.
Special Orders are non-refundable.

Publix

Shoppes at Murabella
84 Tuscan Way
Saint Augustine, FL 32092
Store Manager: Kevin Carine
904-940-2889

RD OXY CLEANR 48OZ	14.99 T
RD CARPET RENT-24H	34.99 T

Order Total	49.98
Sales Tax	3.25
Grand Total	53.23
Credit - Payment	53.23
Change	0.00

PRESTO!
Trace #: 518686
Reference #: 0096787965
Acct #: XXXXXXXXXXXX1752
Purchase American Express
Amount: \$53.23
Auth #: 821142

CREDIT CARD	PURCHASE
A000000025010801	AMERICAN EXPRESS
Entry Method:	Chip Read
Mode:	Issuer

Your cashier was Donna K.

12/22/2020 7:34 S1239 R151 1195 C0413

Together, we'll get through this.
Get the latest updates at
publix.com/coronavirus.

Publix Super Markets, Inc.

RiverTown

160 Riverglade
Run
Saint Johns, FL
32259
(904) 679-5733

December 12, 2020
12:43 PM
Joe

PURCHASE

Receipt: xc0z
Ticket: b9
Authorization: 815093

AMERICAN EXPRESS
AID A0 00 00 00 25 01 08 01

PATIO

Gift Card 8679	\$25.00
Gift Card 5984	\$25.00
Gift Card 8661	\$25.00
Gift Card 0511	\$25.00

Total	\$100.00
American Express 3956 (Chip)	\$100.00
E Budzinski	

RiverTown

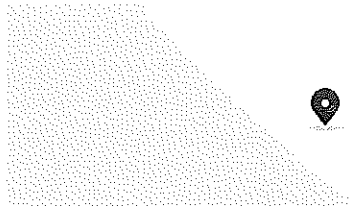
How was your experience?



\$100.00

Gift Card \$25.00
Gift Card \$25.00
Gift Card \$25.00
Gift Card \$25.00

Total \$100.00



RiverTown
160 Riverglade Run
Saint Johns, FL 32259
904-679-5733

AMEX 2326 (Chip)
E OLSEN

Dec 4
2020 at
3:42
PM
#nTuz
Auth
code:
855107

AID: A000000025010801
Signature Verified



DOLLAR TREE

Store# 6711

(904) 297-4319

204 S Orange Avenue

Green Cove Spring FL 32043-413

DESCRIPTION	QTY	PRICE	TOTAL
PLATE WHITE SQUARE 11N	1	1.00	1.00
PLATE WHITE SQUARE 11N	1	1.00	1.00
PLATE WHITE SQUARE 11N	1	1.00	1.00
PLATE WHITE SQUARE 11N	1	1.00	1.00
PLATE WHITE SQUARE 11N	1	1.00	1.00
PLATE WHITE SQUARE 11N	1	1.00	1.00
PLATE WHITE SQUARE 11N	1	1.00	1.00
PLATE WHITE SQUARE 11N	1	1.00	1.00
PLATE WHITE SQUARE 11N	1	1.00	1.00
PLATE WHITE SQUARE 11N	1	1.00	1.00

Sub Total

\$10.00

SALES TAX

\$0.70

Total

\$10.70

AMERICAN EXPRESS

\$10.70

*****2326

Approved

Purchase

Chip

Auth/Trace Number: 882708/032688

Chip Card AID: A000000025019801

Mode: Issuer

NOW SHOP ON-LINE AT DOLLARTREE.COM

* We will gladly exchange any unopened item *

* With original receipt. We do not offer refunds. *

8279 06711 03 021 26174139 12/11/20 14:20

Sales Associate: Tracie

Details for Order #112-3245613-7234636

[Print this page for your records.](#)

Order Placed: December 3, 2020

Amazon.com order number: 112-3245613-7234636

Order Total: \$105.39

Not Yet Shipped

Items Ordered

Price

1 of: *meekoo 3 Pieces Stainless Steel Ladle Soup Handle Ladle with Pouring Rim for Kitchen Cooking Soup Sauce (2 oz)* \$9.99

Sold by: meekoo online ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

1 of: *Cuisinart Salad Spinner, Green and White* \$19.99

Sold by: Amazon.com Services LLC

Condition: New

1 of: *Cooks Standard 2616 Standard Professional Grade Lid 30 Quart Stainless Steel Stockpot, Silver* \$69.59

Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Eric Olsen
140 LANDING ST
ST JOHNS, FL 32259-8763
United States

Shipping Speed:

One-Day Shipping

Payment information

Payment Method:

American Express | Last digits: 2326

Item(s) Subtotal: \$99.57

Shipping & Handling: \$0.00

Billing address

Eric Olsen
160 Riverglade Run
St Johns, FL 32259
United States

Total before tax: \$99.57

Estimated tax to be collected: \$5.82

Grand Total: \$105.39

To view the status of your order, return to [Order Summary](#).

Details for Order #112-9837282-0732268
[Print this page for your records.](#)

Order Placed: December 16, 2020
Amazon.com order number: 112-9837282-0732268
Order Total: \$82.53

Not Yet Shipped

Items Ordered

1 of: *Eureka NEU182B PowerSpeed Bagless Upright Vacuum Cleaner, Purple*
Sold by: Amazon.com Services LLC

Price
\$69.99

Condition: New
1 of: *Gejoy 20 Pieces Cue Tips 13 mm Pool Billiard Cue Tips Replacement with Storage Box for Pool Cues and Snooker, Blue*
Sold by: Gejoy Network ([seller profile](#)) | Product question? [Ask Seller](#)
Condition: New \$7.99

Shipping Address:

Eric Olsen
140 LANDING ST
ST JOHNS, FL 32259-8763
United States

Shipping Speed:

One-Day Shipping

Payment information

Payment Method:

American Express | Last digits: 2326

Billing address

Eric Olsen
160 Riverglade Run
St Johns, FL 32259
United States

Item(s) Subtotal: \$77.98
Shipping & Handling: \$0.00

Total before tax: \$77.98
Estimated tax to be collected: \$4.55


Grand Total: \$82.53

To view the status of your order, return to [Order Summary](#).

SoftCafe, LLC

Receipt

United States
+1 202-350-3915
support@imenupro.com

Receipt number 2533-7706
Invoice number D4373A49-0007
Date paid December 21, 2020
Payment method  – 2326

Paid by
Customer new Card on 2020-Nov-21 17:42:14
eolsen@vestapropertyservices.com

\$15.95 paid on December 21, 2020

Description	Qty	Unit price	Amount
DEC 21, 2020 – JAN 21, 2021			
iMenuPro	1	\$15.95	\$15.95
Subtotal			\$15.95
Amount paid			\$15.95

Publix

Plantation Plaza
2750 Racetrack Rd
Saint Johns, FL 32259
Store Manager: Tony Borbolla
904-230-3970

SHARPIE 801 ASS1.	6.39	T
You Saved	1.60	
CHINET PLATE CT CR	6.62	T
CHINET PLATE CT CR	6.62	T
Voided Item		
CHINET PLATE CT CR	-6.62	T
Voided Item		
CHINET PLATE CT CR	-6.62	T
PRICE REDUCTION		
ORIGINAL PRICE 6.62		
CHINET PLATE CT CR	5.00	T
PRICE REDUCTION		
ORIGINAL PRICE 6.62		
CHINET PLATE CT CR	0.00	T
 Order Total	 11.39	
Sales Tax	0.75	
Grand Total	12.14	
Credit	Payment	12.14
Change		0.00

Savings Summary

Special Price Savings	1.60

* Your Savings at Publix	*
* 1.60	*

PRESTO!
Trace #: 743090
Reference #: 0109221272
Acct #: XXXXXXXXXXXX2326
Purchase American Express
Amount: \$12.14
Auth #: 848693

CREDIT CARD	PURCHASE
A000000025010801	AMERICAN EXPRESS
Entry Method:	Chip Read
Mode:	Issuer

Your cashier was Self-Checkout Lane 1

12/26/2020 14:17 51084 R174 5369 C0774

Together, we'll get through this.
Get the latest updates at
publix.com/coronavirus.

Publix Super Markets, Inc.



DOLLAR TREE

Store# 6711

(904) 297-4319

204 S Orange Avenue

Green Cove Spring FL 32043-413

DESCRIPTION	QTY	PRICE	TOTAL
PLATE WHITE SQUARE 11N	1	1.00	1.00T
PLATE WHITE SQUARE 11N	1	1.00	1.00T
PLATE WHITE SQUARE 11N	1	1.00	1.00T
PLATE WHITE SQUARE 11N	1	1.00	1.00T
PLATE WHITE SQUARE 11N	1	1.00	1.00T
PLATE WHITE SQUARE 11N	1	1.00	1.00T
PLATE WHITE SQUARE 11N	1	1.00	1.00T
PLATE WHITE SQUARE 11N	1	1.00	1.00T
PLATE WHITE SQUARE 11N	1	1.00	1.00T
PLATE WHITE SQUARE 11N	1	1.00	1.00T
PLATE WHITE SQUARE 11N	1	1.00	1.00T
PLATE WHITE SQUARE 11N	1	1.00	1.00T
BEADED DINNER FORK 2PK	1	1.00	1.00T
BEADED DINNER FORK 2PK	1	1.00	1.00T
BEADED DINNER FORK 2PK	1	1.00	1.00T
BEADED DINNER FORK 2PK	1	1.00	1.00T
BEADED DINNER FORK 2PK	1	1.00	1.00T
BEADED DINNER FORK 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T
STEAK KNIFE SET 2PK	1	1.00	1.00T

Sub Total \$27.00

SALES TAX \$1.89

Total \$28.89

American Express \$28.89

*****2326 Approved

Purchase Cntctless

Auth/Trace Number: 884692/034267

NOW SHOP ON-LINE AT DOLLARTREE.COM

* We will gladly exchange any unopened item *
* with original receipt. We do not offer refunds. *

1257 06711 03 031 26174139 12/26/20 15:29

Sales Associate:Tracie

904-278-1836 Mgr: NATHANIEL
1505 COUNTY ROAD 220
ORANGE PARK FL 32003

ST# 02920 OP# 005723 TEN 03 TR# 09448
3 1/BRCPT6PK 005403463912 16.84 X
SUBTOTAL 16.84
TAX 1 7.000 \$ 1.18
TOTAL 18.02
ANEX TE# 18.02

AMERICAN EXPRESS *** **2 326 I 0
APPROVAL # 867480
REF # 036200128546
TRANS ID - 001373662162486
AID A000000025010801
AAC F75AFFB37520255D
TERMINAL # SC010353

12/27/20 09:13:29

CHANGE DUE 0.00

ITEMS SOLD 1

12/27/20 09:13:29

CUSTOMER COPY

THANK YOU FOR YOUR PATRONAGE
HAGAN ACE OF GREEN COVE #16262
(904) 284-9931

SERVING NORTH FLORIDA SINCE 1962

12/10/20 11:27AM JLZ02 578 SALE

5335310	4	EA	\$4.99	EA
TOGGLE BOLT RH 1/4X4 CD5				\$19.96
30204	1	EA	\$9.59	EA
BATTERY 9V 2PK ENERGIZR				\$9.59
30042	1	EA	\$5.59	EA
ENRGZR MAX BATT AAA CD4				\$5.59

SUB-TOTAL:\$	35.14	TAX:\$	2.46
		TOTAL:\$	37.60
	BC AMT:	\$	37.60

BK CARD#: XXXXXXXXXXXXX2326

MID:*****2882 TID:***4282

AUTH: 817550 AMT: \$ 37.60

Host reference #:661998 Bat#



Invoice

Invoice #: 3917

Date: 10/29/20

Customer PO:

DUE DATE: 11/28/2020

BILL TO

Rivers Edge CDD
475 West Town Place, Suite 114
St. Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#3482 - Dead Pine Removal
This is to remove dead pine in play park at the RiverHouse.
Landscape Enhancement

AMOUNT

\$100.00

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$100.00



TEL: 201-437-7440
TOLL FREE: 877-477-71BP
FAX: 201-437-7442

INVOICE

255 ROUTE 1 and 9
JERSEY CITY NJ 07306



SOLD TO

RIVERS EDGE CDD
RIVERTOWN
475 W TOWN PLACE STE 114
ATTN:DANIEL LAUGHLIN
ST AUGUSTINE, FL 32092

INVOICE NO.	INVOICE DATE	ORDER NO.	ORDER DATE
8254812	1/11/21	8203804-000	1/08/21
CUST NO.	SALES REP.	TRUCK	STOP
E541626	1541	TRK176658	8
CUSTOMER PO	RESALE #	PAGE	
	858013711680C2	1 of 1	

REMIT TO: Imperial Bag & Paper Co. LLC
PO BOX 27305
New York, NY 10087-7305

SHIP TO

RIVERS EDGE CDD II
RIVERS EDGE CDD
160 RIVERGLADE RUN
ATTN:JASON DAVIDSON
ST JOHNS, FL 32259

Special Instructions:

DRIVER	TELEPHONE NO.	SHIP VIA	TERMS
X14		OUR TRUCK	Net 30

QUANTITY SHIPPED	QUANTITY BACKORDERED	U/M	ITEM NO./ DESCRIPTION	PACK	PRICE	AMOUNT TA
2.00	.00	CS	CLOX35419 PINE-SOL ALL PURP CLEANER	3	41.13	82.26
2.00	.00	CS	CR3858BL17100 38X58 BLK 1.7 MIL	100	34.63	69.26
1.00	.00	CS	MB540A TOWEL MULTI FOLD WHT M STREET	4000	32.36	32.36
2.00	.00	CS	2433BL15100 2433-100 24X33 BLK CAN LINER	100	14.32	28.64
4.00	.00	CS	43715 PACIFIC BLUE ULTRA FOAM SOAP	4	59.04	236.16
1.00	.00	CS	500TT TOILET TISSUE 2PLY 500	96	43.62	43.62

SHIT

Approved RECD II JANITORIAL SUPPLIES



BB
1/11/21

SUBTOTAL 492.30

REC'D BY

PCS RET

A SERVICE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL
BE ASSESSED ON INVOICES REMAINING UNPAID AFTER 60 DAYS.
USE OF CREDIT CARD IS SUBJECT TO A 1% CONVENIENCE FEE
FOR TOTAL CHARGE.

UNITS 12.0000 WEIGHT 166.4400 CUBE 16.3560

SUBTOTAL 492.30

BALANCE DUE 492.30



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice # 379253
Date 2/1/2021

Terms Net 30
Due Date 3/3/2021
Memo Rivers Edge CDDII

Bill To

Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092

Description	Quantity	Rate	Amount
Field Operations Manager	1		2,639.38
General & Lifestyle Manager	1		5,428.96
Hospitality Services	1		9,366.67
Community Maintenance Staff	1		3,500.00
Pool Maintenance	1		1,518.75
Janitorial Maintenance	1		1,344.37

Thank you for your business.

10

Total \$23,798.13

WALLY'S
Heating and Air Conditioning
CACO 42686
PO Box 634
Orange Park, FL 32073-0634



HVAC
SERVICE ORDER
INVOICE

Ph:(904)781-6811 Fax:(904)272-1275

1/22/21 5:14 PM

Name Rivertown				Make The Outdoor Plus		Make		
Street 160 Riverglade Run			Date 1/13/21		Model		Model	
City St Johns			Phone (904) 440-5668		Serial #		Serial #	
Technician James				Work to be Performed: Diagnostic Service – Firepits				
Qty	Materials & Services			Unit Price	Amount	Description of Work Performed		
	Refrigerant R-		Lbs		0.00	<p>Customer explained that firepit #1 would start but would not shut down properly – fire continues to candle without demand.</p> <p>Searched for gas leaks at pipe/fittings below firepit w/ soap bubbles – no leaks found.</p> <p>Started unit, checked operation... Confirmed proper voltage (24V) to appliance. Pilot established, brought on main flame and sustained combustion without issue/interruption. Cycled and shut off unit multiple times at emergency stop and and key start/switch. Firepit shut down properly during each attempt. Could not replicate symptom while on site. ~ Operation normal at this time.</p> <p>Customer explained that firepit #2 was previously replaced but is no longer functioning properly. Searched for leaks w/ soap bubbles – no leaks found.</p> <p>Started unit, checked operation... Found 14.5V incoming to appliance (rated @ 12V). Confirmed that igniter was energizing, but pilot would not ignite (establish).</p> <p>Worked with manufacturer to determine that unit was out of warranty. However they did agree to check and repair product at no cost if property agreed to ship and pay for return shipping.</p> <p>~ Will provide separate quote for further repairs and/or product replacement upon request.</p>		
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
Total Materials					0.00			
Hrs	Labor			Rate	Amount			
2	Diagnostic Service			120.00	240.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
					0.00			
Total Labor					240.00			
<p>I have authority to order the work outlined above which has been satisfactorily completed. I agree that seller retains title to equipment/materials furnished until final payment is made. If payment is not made as agreed, seller can remove said equipment/materials at seller's expense. Any damage resulting from said removal shall not be the responsibility of the seller.</p> <p>RECDD II Fire Pits R&R Approved; Jason Davidson</p>						Total Summary		
						Materials	0.00	
						Labor	240.00	
						Truck	30.00	
						Other		
Customer Signature <i>Jason Davidson</i>						Tax		
Date 1-25-2021						Total	270.00	

1-32-572-60
111



St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014
Customer Service: 1-888-471-9138

PLEASE SEND ONLY CHECKS OR MONEY ORDERS		
MAKE CHECKS AND MONEY ORDERS PAYABLE TO		
St. Johns County, Alarm Program		
PERMIT NO: 44847	INVOICE NO: 3883	INVOICE DATE: 15-May-2019
NAME: RIVERTOWN RIVER CLUB/MATTAMY HOMES		
TOTAL DUE: \$10.00		SHOW AMOUNT PAID HERE : \$

REMIT TO ADDRESS

RIVERTOWN RIVER CLUB/MATTAMY HOMES
160 RIVERGLADE RUN
Saint Johns, FL 32259

St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014

9 124 0000044847 0003883 0001000

PLEASE DETACH AND SEND THE ABOVE COPY WITH YOUR PAYMENT



St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014
Customer Service: 1-888-471-9138

PERMIT NO: 44847	INVOICE DATE: 15-May-2019
INVOICE NO: 3883	DUE DATE: 14-Jun-2019
PERMIT EXPIRATION DATE: 08-Nov-2020	

Alarm Location: RIVERTOWN RIVER CLUB/MATTAMY HOMES, 160 RIVERGLADE RUN, St. Johns, FL, 32259

ITEM#	ITEM DESCRIPTION	OFFENSE NUMBER	OFFENSE DATE	OFFENSE TIME	AMOUNT	O/s Amount
1	Late Penalty Charge against outstanding Bill# 1813 (Renewal)				\$10.00	\$10.00
Total Amount Payable						\$10.00

Please send only checks or money orders. To pay this bill online, please visit
<http://www.famspermit.com/StJohnsCounty>. You can also login

- To update your contact information
- Review / change your permit information
- View the most current alarm ordinance
- Alternatively scan QR code to pay



YOUR ACCOUNT IS PAST DUE.

Please pay the unpaid invoices IMMEDIATELY to be compliant with the County's Alarm Ordinance.

You can also access the alarm registration/management site by selecting the "Alarm Registration" link provided at www.sjso.org.

If paying by check, please allow 10-14 business days for mail and processing time. To ensure payment is received prior to the due date, take into consideration delivery and processing time.

***Credit card payments are now accepted online at www.famspermit.com/StJohnsCounty and by telephone at 1-888-471-9138.**



St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014
Customer Service: 1-888-471-9138

PLEASE SEND ONLY CHECKS OR MONEY ORDERS		
MAKE CHECKS AND MONEY ORDERS PAYABLE TO		
St. Johns County, Alarm Program		
PERMIT NO: 44847	INVOICE NO: 6215	INVOICE DATE: 09-Jul-2019
NAME: RIVERTOWN RIVER CLUB/MATTAMY HOMES		
TOTAL DUE: \$10.00		SHOW AMOUNT PAID HERE : \$

REMIT TO ADDRESS

RIVERTOWN RIVER CLUB/MATTAMY HOMES
160 RIVERGLADE RUN
Saint Johns, FL 32259

St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014

5 124 0000044847 0006215 0001000

PLEASE DETACH AND SEND THE ABOVE COPY WITH YOUR PAYMENT



St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014
Customer Service: 1-888-471-9138

PERMIT NO: 44847	INVOICE DATE: 09-Jul-2019
INVOICE NO: 6215	DUE DATE: 08-Aug-2019
PERMIT EXPIRATION DATE: 08-Nov-2020	

Alarm Location: RIVERTOWN RIVER CLUB/MATTAMY HOMES, 160 RIVERGLADE RUN, St. Johns, FL, 32259

ITEM#	ITEM DESCRIPTION	OFFENSE NUMBER	OFFENSE DATE	OFFENSE TIME	AMOUNT	O/s Amount
1	Late Penalty Charge against outstanding Bill# 3883 (Late Fee)				\$10.00	\$10.00
Total Amount Payable						\$10.00

Please send only checks or money orders. To pay this bill online, please visit <http://www.famspermit.com/StJohnsCounty>. You can also login

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- Alternatively scan QR code to pay



YOUR ACCOUNT IS PAST DUE.

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St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014
Customer Service: 1-888-471-9138

PLEASE SEND ONLY CHECKS OR MONEY ORDERS		
MAKE CHECKS AND MONEY ORDERS PAYABLE TO		
St. Johns County, Alarm Program		
PERMIT NO: 44847	INVOICE NO: 22102	INVOICE DATE: 15-Oct-2020
NAME: RIVERTOWN RIVER CLUB/MATTAMY HOMES		
TOTAL DUE: \$25.00		SHOW AMOUNT PAID HERE : \$

REMIT TO ADDRESS

RIVERTOWN RIVER CLUB/MATTAMY HOMES
160 RIVERGLADE RUN
Saint Johns, FL 32259

St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014

6 124 0000044847 0022102 0002500

PLEASE DETACH AND SEND THE ABOVE COPY WITH YOUR PAYMENT

1-31-513-49
89



St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014
Customer Service: 1-888-471-9138

PERMIT NO: 44847	INVOICE DATE: 15-Oct-2020
INVOICE NO: 22102	DUE DATE: 14-Nov-2020
PERMIT EXPIRATION DATE: 08-Nov-2020	

Alarm Location: RIVERTOWN RIVER CLUB/MATTAMY HOMES, 160 RIVERGLADE RUN, St. Johns, FL, 32259

ITEM#	ITEM DESCRIPTION	OFFENSE NUMBER	OFFENSE DATE	OFFENSE TIME	AMOUNT	O/s Amount
1	Alarm Permit Renewal Charges				\$25.00	\$25.00
Total Amount Payable						\$25.00

Please send only checks or money orders. To pay this bill online, please visit
<http://www.famspermit.com/StJohnsCounty>. You can also login

- To update your contact information
- Review / change your permit information
- View the most current alarm ordinance
- Alternatively scan QR code to pay



Pursuant to the **St. Johns County, FL Ordinance No. 2010-15**, the residents and businesses within the unincorporated St. Johns County are required to register their alarm systems annually for a fee.

Failure to renew your alarm system within 30 days shall result in additional administrative penalties and revocation of the alarm permit.

You can also access the alarm registration/management site by selecting the "Alarm Registration" link provided at www.sjso.org.

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St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014
Customer Service: 1-888-471-9138

PLEASE SEND ONLY CHECKS OR MONEY ORDERS		
MAKE CHECKS AND MONEY ORDERS PAYABLE TO		
St. Johns County, Alarm Program		
PERMIT NO: 44847	INVOICE NO: 22583	INVOICE DATE: 18-Nov-2020
NAME: RIVERTOWN RIVER CLUB/MATTAMY HOMES		
TOTAL DUE: \$10.00		SHOW AMOUNT PAID HERE : \$

REMIT TO ADDRESS

RIVERTOWN RIVER CLUB/MATTAMY HOMES
160 RIVERGLADE RUN
Saint Johns, FL 32259

St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014

9 124 0000044847 0022583 0001000

PLEASE DETACH AND SEND THE ABOVE COPY WITH YOUR PAYMENT



St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014
Customer Service: 1-888-471-9138

PERMIT NO: 44847	INVOICE DATE: 18-Nov-2020
INVOICE NO: 22583	DUE DATE: 18-Dec-2020
PERMIT EXPIRATION DATE: 08-Nov-2020	

Alarm Location: RIVERTOWN RIVER CLUB/MATTAMY HOMES, 160 RIVERGLADE RUN, St. Johns, FL, 32259

ITEM#	ITEM DESCRIPTION	OFFENSE NUMBER	OFFENSE DATE	OFFENSE TIME	AMOUNT	O/s Amount
1	Late Penalty Charge against outstanding Bill# 22102 (Renewal)				\$10.00	\$10.00
Total Amount Payable						\$10.00

Please send only checks or money orders. To pay this bill online, please visit
<http://www.famspermit.com/StJohnsCounty>. You can also login

- To update your contact information
- Review / change your permit information
- View the most current alarm ordinance
- Alternatively scan QR code to pay



YOUR ACCOUNT IS PAST DUE.

Please pay the unpaid invoices IMMEDIATELY to be compliant with the County's Alarm Ordinance.

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St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014
Customer Service: 1-888-471-9138

PLEASE SEND ONLY CHECKS OR MONEY ORDERS		
MAKE CHECKS AND MONEY ORDERS PAYABLE TO		
St. Johns County, Alarm Program		
PERMIT NO: 44847	INVOICE NO: 23597	INVOICE DATE: 22-Dec-2020
NAME: RIVERTOWN RIVER CLUB/MATTAMY HOMES		
TOTAL DUE: \$10.00		SHOW AMOUNT PAID HERE : \$

REMIT TO ADDRESS

RIVERTOWN RIVER CLUB/MATTAMY HOMES
160 RIVERGLADE RUN
Saint Johns, FL 32259

St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014

5 124 0000044847 0023597 0001000

PLEASE DETACH AND SEND THE ABOVE COPY WITH YOUR PAYMENT



St. Johns County
Alarm Program
P.O.BOX 142916
Irving, TX 75014
Customer Service: 1-888-471-9138

PERMIT NO: 44847	INVOICE DATE: 22-Dec-2020
INVOICE NO: 23597	DUE DATE: 21-Jan-2021
PERMIT EXPIRATION DATE: 08-Nov-2020	

Alarm Location: RIVERTOWN RIVER CLUB/MATTAMY HOMES, 160 RIVERGLADE RUN, St. Johns, FL, 32259

ITEM#	ITEM DESCRIPTION	OFFENSE NUMBER	OFFENSE DATE	OFFENSE TIME	AMOUNT	O/s Amount
1	Late Penalty Charge against outstanding Bill# 22583 (Late Fee)				\$10.00	\$10.00
Total Amount Payable						\$10.00

Please send only checks or money orders. To pay this bill online, please visit <http://www.famspermit.com/StJohnsCounty>. You can also login

- To update your contact information
- Review / change your permit information
- View the most current alarm ordinance
- Alternatively scan QR code to pay



YOUR ACCOUNT IS PAST DUE.

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If paying by check, please allow 10-14 business days for mail and processing time. To ensure payment is received prior to the due date, take into consideration delivery and processing time.

*Credit card payments are now accepted online at www.famspermit.com/StJohnsCounty and by telephone at 1-888-471-9138.

C.

Rivers Edge II Community Development District

FY2020 Funding Request #28
9-Mar-21

Vendor	Amount
1 Atlantic Home Technologies, Inc Vertical Rack Mount Power Strop Inv #3371 2/14/20	\$ 3,003.96
2 Charles Aquatics, Inc March Lake Maintenance Inv #41076 3/1/21	\$ 682.50
3 Cintas First Aid Supplies Inv #5052038316 2/17/21	\$ 264.82
4 Governmental Management Services March Invoice Inv #36 3/1/21	\$ 3,411.07
5 Hopping Green & Sams January General Counsel Inv #120400 2/18/21	\$ 1,856.27
6 KAD Electric Company Replaced 13 Dock Lights Inv #4414 2/13/21	\$ 1,255.00
7 Live Entertainment Solutions DJ Ross Trivia 3/18/21 Inv #1003 2/24/21 DJ Event 3/27/21 Inv #1005 3/1/21	\$ 250.00 \$ 500.00
8 Poolsure March Pool Chemicals Inv #131295598076 3/1/21	\$ 695.25
9 Prosser December Services Inv #45197 1/18/21 January Services Inv #45369 2/17/21	\$ 277.50 \$ 555.00
10 Randy Suggs Inc Wax Myrtles/Mulch/Palm Removal Inv #INV28158 3/5/21	\$ 5,565.00
11 Republic Services March Refuse Inv #687-1120670 2/16/21	\$ 635.36
12 Rivers Edge CDD Oct-Feb JEA Utilities Oct-Jan FPL Utilities	\$ 24,332.38 \$ 5,370.73
13 Sterling Specialties, Inc Repair 2 Gates at RiverClub Inv #11496 2/16/21	\$ 250.00
14 Turner Pest Control January Pest Control Inv #7205536 1/11/21 February Pest Control Inv #7266342 2/22/21	\$ 99.75 \$ 99.75
15 Verdego March Landscape Maintenance Inv #0303B 3/1/21 Revamp Pool Deck Inv #4468 12/31/20	\$ 15,034.83 \$ 4,689.27
16 Vesta January Pass Thru Inv #379853 1/31/21 March RiverClub Invoice Inv #380493 3/1/21	\$ 1,621.91 \$ 23,798.13
Total Amount Due	\$ 94,248.48
Total Amount Advanced From Mattamy	\$68,552.33
Total Funding Amount Due	\$25,696.15

Signature: _____
Chairman/Vice Chairman

Signature: _____
Secretary/Asst. Secretary



Atlantic Home Technologies, Inc.
11482 Columbia Park Dr W #2
Jacksonville, FL 32258

Invoice

Date	Invoice #
2/14/2020	3371

Bill To	Ship To
Rivers Edge CDD II 475 West Town Place Suite 114 St. Augustine, FL 32092	Rivertown RiverClub 160 Riverglad Run St Johns, FL 32259 1-32-572-60 112

P.O. Number	Terms	Rep	Lot #	Project

Quantity	Item Code	Description	Price Each	Amount
16	Final	One (1) Hour Labor	140.00	2,240.00
1	WattBox-WB-100-...	WattBox™ Vertical Rack Mount Power Strip - 12 Outlet - 15 AMP - 36 in. - Aluminum Housing (Black)	163.96	163.96T
1	C4-IOXV2	IO Extender V2	600.00	600.00T
<div>Tax Exempt Form</div>				

			Sales Tax (6.5%)	\$49.66
Phone #	Fax #	Web Site	Payments/Credits	\$0.00
904-224-1112	904-224-1117	www.fivesmoothstonesav.com	Balance Due	\$3,053.62

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256

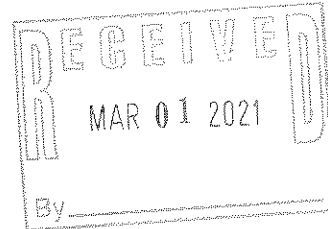
904-997-0044

Invoice


Date	Invoice #
3/1/2021	41076

Bill To
Rivers Edge CDD II 475 West Town Place, Suite 114 St Augustine, FL 32092

Due Date
3/31/2021



1-32-572-468
30

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services - 6 ponds at Water Song and 3 Ponds on Keystone Corners Blvd	682.50	682.50
<p>Monthly Maintenance For March (RECD D2) </p>			
Thank you for doing business with us!		Balance Due	\$682.50

SVC/BILLING QUESTIONS : (904)562-7000
 FAX : (904)562-7020
 PAYMENT INQUIRY : (972)996-7923
 ROUTE # : LOC #0292 ROUTE 0005 T020

REMIT TO: Cintas
 P.O. Box 631025
 CINCINNATI, OH 45263-1025

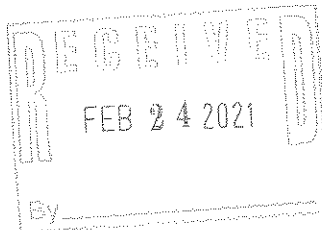
INVOICE

PLEASE PAY DIRECTLY FROM THIS INVOICE

RIVERS EDGE 2.
 RIVERS EDGE COMMUNITY DEVELOP DISTRICT
 160 RIVERGLADE RUN
 ST. JOHNS, FL 32259
 865-935-4570

INVOICE # : 5052038316
 DATE : 02/17/2021
 PO # : N/A
 STORE # :
 CUSTOMER # : 12663109
 PAYER # : 10596960
 SVC ORDER # : 8026538610
 CREDIT TERMS : NET 30 DAYS

MATERIAL #	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE	TAX
9585183	FRONT OFFICE F A 02542025				
110	SERVICE ACKNOWLEDGEMENT	1	\$0.00	\$0.00	N
120	CABINET ORGANIZED	1	\$0.00	\$0.00	N
130	EXPIRATION DATES CHECKED	1	\$0.00	\$0.00	N
43859	JUNIOR STRIP MED	1	\$9.05	\$9.05	N
55555	HARD SURFACE DISINFEC SVC	1	\$8.35	\$8.35	N
101239	FIRST AID CREAM SMALL	2	\$8.17	\$16.34	N
102640	BIOFREEZE MUSCLE RLF SM	1	\$11.80	\$11.80	N
111230	CHEWABLE ASPIRIN 81mg	1	\$9.95	\$9.95	N
130209	INDUST EYE RELIEF 1/2 OZ	1	\$9.07	\$9.07	N
573772	DAYQUIL SMALL	1	\$12.09	\$12.09	N
616961	NEW LIFE 3.8OZ GEL HAND SANITIZER	1	\$0.00	\$0.00	N
1030500	WOUNDSEAL PLUS APPLCTR (1)	1	\$25.97	\$25.97	N
	COMPONENT SUBTOTAL :			\$102.62	
9605930	KITCHEN #7873 400075028				
159	AED CHECKED	1	\$31.30	\$31.30	N
DEDDP2002	PEDI DEFIB PADS,VIEW AED	1	\$117.95	\$117.95	N
	COMPONENT SUBTOTAL :			\$149.25	
999900999	Other				
400	SERVICE CHARGE	1	\$12.95	\$12.95	N
REMIT TO: Cintas			SUB-TOTAL :	\$264.82	
P.O. Box 631025			TAX :	\$0.00	
CINCINNATI, OH 45263-1025			TOTAL :	\$264.82	



SIGNATURE : _____ DATE: _____

132.572.60
 102

NAME
 (please print clearly): _____

Thank you for your business. It's been our pleasure to serve you and get you Ready for the Workday[®].

REC'D II FIRST AID Equipment.
 Approved JASON DAY 10596960

Hopping Green & Sams

Attorneys and Counselors

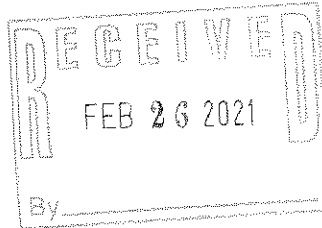
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

February 18, 2021

Rivers Edge II CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 120400
Billed through 01/31/2021



1-31-513-315
4

General Counsel
RE2CDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

01/13/21	JLK	Confer regarding public facilities report and review TA; provide edits to same.	0.30 hrs
01/15/21	JLK	Prepare sunshine/public records presentation materials and review agenda package; confer regarding landscape status.	0.40 hrs
01/17/21	JLK	Confer regarding e-verify requirements for contractors and revise contract language on same.	0.10 hrs
01/19/21	LMG	Review December minutes and financial statements.	0.40 hrs
01/20/21	JLK	Attend Board meeting.	2.90 hrs
01/23/21	JLK	Confer regarding COVID positive test and options/communication for same; transmit same.	0.60 hrs
01/24/21	JLK	Draft COVID notification and confer with staff on same; confer regarding protocols.	0.50 hrs
01/25/21	JLK	Confer regarding status of notification on COVID/information on same; review landscape correspondence.	0.30 hrs
01/29/21	JLK	Review correspondence and confer with District manager regarding landscape questions, interlocal and related information; review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation.	1.00 hrs

Total fees for this matter \$1,775.50

DISBURSEMENTS

Travel	62.07
Travel - Meals	18.70

Total disbursements for this matter \$80.77

MATTER SUMMARY

Kilinski, Jennifer L.	6.10 hrs	275 /hr	\$1,677.50
Gentry, Lauren M.	0.40 hrs	245 /hr	\$98.00

TOTAL FEES	\$1,775.50
TOTAL DISBURSEMENTS	\$80.77

TOTAL CHARGES FOR THIS MATTER	\$1,856.27
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BILLING SUMMARY

Kilinski, Jennifer L.	6.10 hrs	275 /hr	\$1,677.50
Gentry, Lauren M.	0.40 hrs	245 /hr	\$98.00

TOTAL FEES	\$1,775.50
TOTAL DISBURSEMENTS	\$80.77

TOTAL CHARGES FOR THIS BILL	\$1,856.27
------------------------------------	-------------------

Please include the bill number with your payment.



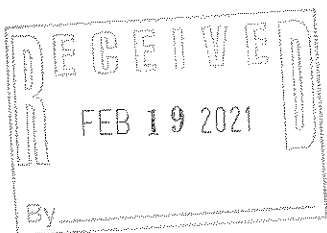
ELECTRIC COMPANY
EC0001925

KAD ELECTRIC COMPANY
P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

Invoice

DATE	INVOICE #
2/13/2021	4414

1-32-572-60
46

BILL TO					
Rivers Edge CDD 475 W. Town Place St. Augustine FL 32092					
		P.O. NO.	TERMS	JOB	
			Net 25	21-903	
ITEM	QUANTITY	DESCRIPTION		RATE	AMOUNT
Elec. Labor	1	Rivertown Dock. and material. Provided and replaced 13 dock lights. Dock Lighting Repair and Replacement RECDD II Approved; Jason Davidson <i>Jason Davidson</i> 		1,255.00	1,255.00
Thank you for your business. We appreciate it very much.			Total \$1,255.00		
			Payments/Credits \$0.00		
Phone #	Fax #	E-mail		Balance Due \$1,255.00	
904-541-1000	904-215-3475	LDEASE@AOL.COM			



INVOICE

11925 Alden Trace Blvd N
Jacksonville FL 32246

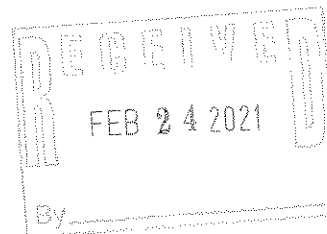
Attention: Rivers Edge CDD II
Address: 475 West Town Place Suite 114, St. Augustine FL 32092

Event Date: March 18th, 2021
Invoice Number: 1003

1.32.572.494
53

Description	Length	Time	Price
• DJ Ross Trivia	2 Hours	7pm - 9pm	\$ 250.00

\$ 250.00





INVOICE

11925 Alden Trace Blvd N
Jacksonville FL 32246

Attention: Rivers Edge CDD II

Address: 475 West Town Place Suite 114, St. Augustine FL 32092

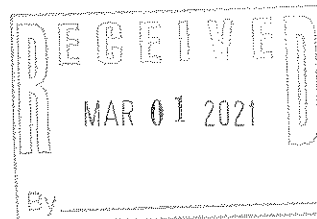
Event Date: March 27th, 2021

Invoice Number: 1005

1.32.572.494
53

Description	Length	Time	Price
• DJ	5 Hours	2pm - 7pm	\$ 500.00

\$ 500.00





1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date

3/1/2021

Invoice #

131295598076

Terms	Net 20
Due Date	3/21/2021
PO #	

Bill To Rivers Edge CDD Government Management Services 475 West Town Place suite 114 St. Augustine FL 32092	Ship To River Club 160 Riverglade Run St. Augustine FL 32092
--	--

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	695.25
<div>RECEIVED MAR 03 2021</div> <div>1.32.572.462 6</div>				

Total 695.25
Amount Due \$695.25

Remittance Slip

Customer
13RIV030
Invoice #
131295598076

Amount Due \$695.25

Amount Paid

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295598076



January 18, 2021

Project No: 113094.70

Invoice No: 45197

Governmental Management Services, LLC

Attn: Daniel Laughlin

475 W. Town Place, Suite 114

St. Augustine, FL 32092

Project 113094.70 Rivers Edge II CDD

Professional Services from December 1, 2020 to December 31, 2020

Task 1: O & M

For services including attend December meeting.

Professional Personnel

	Hours	Rate	Amount	
Principal	1.50	185.00	277.50	
Totals	1.50		277.50	
Total Labor				277.50
		Total this Task		\$277.50
		Total this Invoice		\$277.50

Outstanding Invoices

Number	Date	Balance
44812	11/11/2020	1,010.00
45039	12/14/2020	185.00
Total		1,195.00



February 17, 2021

Project No: 113094.70

Invoice No: 45369

Governmental Management Services, LLC

Attn: Daniel Laughlin

475 W. Town Place, Suite 114

St. Augustine, FL 32092

Project 113094.70 Rivers Edge II CDD

Professional Services from January 1, 2021 to January 31, 2021

Task 1: O & M

For services including attend January meeting and coordination with staff on pond ownership.

Professional Personnel

	Hours	Rate	Amount	
Principal	3.00	185.00	555.00	
Totals	3.00		555.00	
Total Labor				555.00
		Total this Task		\$555.00
		Total this Invoice		\$555.00

Outstanding Invoices

Number	Date	Balance
45039	12/14/2020	185.00
45197	1/18/2021	277.50
Total		462.50



Randy Suggs, Inc.

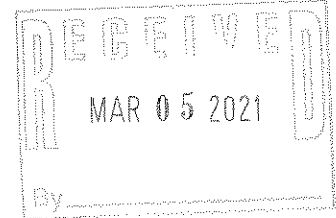
P.O. Box 1141
Apopka FL 32704
407-886-8835

Invoice

Customer:Project	Date	Invoice #
Rivertown	3/5/2021	INV28158

Bill To

Rivers Edge CDD2
475 West Town Place
Suite 114
St. Augustine FL 32092



Terms	Due Date	PO #	Project
Due on receipt	3/5/2021		Rivertown

Item	Quantity	Description	Rate	Amount
		Misc. Landscape Work in RiverTown Per David Provost		
LS: Shrub Installation	13	30 Gal Wax Myrtles at Club House	205.00	2,665.00
LS: Mulch Subtotal	4	Installation of Mulch	50.00	200.00 2,865.00
LS: Tree Installation Subtotal	6	Remove & Replace 6 sabal palms	450.00	2,700.00 2,700.00
			Total	\$5,565.00

Tree & Bushes Replacement

(RE CDD2)

1-32-572-461

113



445 Republic Dr
St Augustine FL 32095-860404

Customer Service (904) 825-0991
RepublicServices.com/Support

Important Information

It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

Account Number 3-0687-0002898
Invoice Number 0687-001120670
Invoice Date February 16, 2021
Past Due on 02/16/21 \$1,249.27
Payments/Adjustments -\$1,217.66
Current Invoice Charges \$635.36

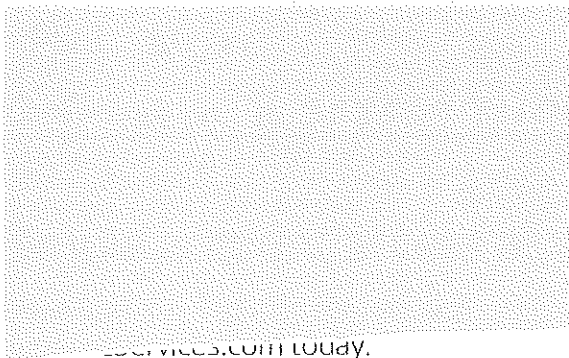
Total Amount Due \$666.97	Payment Due Date Past Due
--	--

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 01/18	4305	-\$617.44
Payment - Thank You 02/16	4355	-\$600.22

CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Rivertown Riverhouse 156 Landing St PO Y Saint Johns, FL Contract: 9687022 (C51)				
1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 03/01-03/31			\$441.91	\$441.91
Container Refresh 03/01-03/31		1.0000	\$9.00	\$9.00
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee				\$143.85
Total Franchise - Local				\$29.65
Late Fee 02/16				\$5.00
CURRENT INVOICE CHARGES, Due by March 08, 2021				\$635.36



52

our fingertips.



Past Due	30 Days \$31.61	60 Days \$0.00	90+ Days \$0.00
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445 Republic Dr
St Augustine FL 32095-860404

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

Total Amount Due	\$666.97
Payment Due Date	Past Due
Account Number	3-0687-0002898
Invoice Number	0687-001120670



For Billing Address Changes,
Check Box and Complete Reverse.

Make Checks Payable To:



00021280
M102

RIVERS EDGE CDD
RIVERTOWN CLUB HOUSE D. POWERS
475 W TOWN PL
STE 114
ST AUGUSTINE FL 32092-3648



REPUBLIC SERVICES #687
PO BOX 9001099
LOUISVILLE KY 40290-1099

30687000289800000011206700000635360000666972

Rivers Edge II FY2021 Utilities

		Oct	Nov	Dec	Jan	Feb	Total
JEA- Water							
160 Riverglade Run	84087156	\$ 106.38	\$ 108.24	\$ 113.82	\$ 115.68	\$ 119.40	\$ 563.52
160 Riverglade Run -Sewer	84087139	\$ 386.46	\$ 373.68	\$ 456.75	\$ 482.31	\$ 629.28	\$ 2,328.48
160 Riverglade Run -Water	84087139	\$ 164.04	\$ 160.32	\$ 184.50	\$ 191.94	\$ 234.72	\$ 935.52
298 Riverglade Run	83547180	\$ 1,736.26	\$ 935.21	\$ 679.74	\$ 186.12	\$ 225.09	\$ 3,762.42
114 Mistflower Dr	86624406	\$ 2,160.60	\$ 1,437.49	\$ 2,719.17	\$ 1,138.72	\$ 1,489.45	\$ 8,945.43
41 Keystone Corners BV	86131615	\$ 1,441.82	\$ 878.92	\$ 1,013.15	\$ 532.52	\$ 1,545.74	\$ 5,412.15
233 Shinnecock Drive	86793634	\$ 67.98	\$ 103.83	\$ 87.03	\$ 90.84	\$ 87.03	\$ 436.71
98 Shinnecock Drive	87743236	\$ 822.63	\$ 259.73	\$ 359.32	\$ 320.35	\$ 186.12	\$ 1,948.15
	Total	\$ 6,886.17	\$ 4,257.42	\$ 5,613.48	\$ 3,058.48	\$ 4,516.83	\$ 24,332.38
FPL- Electric							
156 Riverglade Run	2187961384	\$ 12.69	\$ 13.49	\$ 15.20	\$ 12.35	\$ -	\$ 53.73
160 Riverglade Run	7930174359	\$ 1,190.59	\$ 1,190.82	\$ 1,210.76	\$ 1,660.19	\$ -	\$ 5,252.36
154 Riverglade Run	778654350	\$ 16.36	\$ 15.83	\$ 15.56	\$ 16.89	\$ -	\$ 64.64
	Total	\$ 1,219.64	\$ 1,220.14	\$ 1,241.52	\$ 1,689.43	\$ -	\$ 5,370.73
						Total Utility	\$ 29,703.11



Customer Name: RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

Account #: 8885666288

Cycle: 10

Bill Date: 12/14/20

TOTAL SUMMARY OF CHARGES

Irrigation	\$	98.22
Sewer		1,359.18
Water		17,014.29
Pre-Service		3,425.99
Other Activities		320.23

(A complete breakdown of charges can be found on the following pages.)

Total New Charges: \$ 22,217.91



Please pay \$20,207.76 by 01/05/21 to avoid 1.5% late payment fee and service disconnections.



You were not billed for RECLAIM COMMERCIAL consumption between 08/05/2020 and 10/26/2020. This bill includes a correction in the amount of \$320.23.



By turning off the faucet, following irrigation restrictions and checking for leaks, you can help preserve our most valuable natural resource.

A late payment fee will be assessed for unpaid balance.

Previous Balance	Payment(s) Received	Balance Before New Charges	New Charges	Please Pay
\$1,415.84	-\$3,425.99	-\$2,010.15	\$22,217.91	\$20,207.76

**WE APPRECIATE
YOUR BUSINESS**

PLEASE DETACH AND RETURN PAYMENT STUB BELOW WITH TOTAL DUE IN ENVELOPE PROVIDED.

Additional information on reverse side. ➔

☐

Add \$_____ to my monthly bill: \$_____ for Neighbor to Neighbor and/or \$_____ for the Prosperity Scholarship Fund. I will notify JEA when I no longer wish to contribute.

☐

Check here for telephone/mail address correction and fill in on reverse side.

Acct#: 8885666288		Bill Date: 12/14/20		Please pay by 01/05/21 to avoid 1.5% late Payment Fee.	
Previous Balance	Payment(s) Received	Balance Before New Charges	New Charges	Please Pay	TOTAL AMOUNT PAID
\$1,415.84	-\$3,425.99	-\$2,010.15	\$22,217.91	\$20,207.76	

0000004

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RIVERS EDGE CDD
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649

|||||
** JEA **
PO BOX 45047
JACKSONVILLE FL 32232-5047

52408885666288000000000004002020776010100000001000019



21 West Church Street, Jacksonville, FL 32202-3139
Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

SERVICE DETAILS

Account Name:	Account #:	Bill Date:	Cycle:
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT	8885666288	12/14/20	10

Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
10 BAILEY CREEK CT APT IR01	W	71.79	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	87744848	120	9000 GAL 31 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		30.96			
Environmental Charge		3.33			
109 CLOVERBROOK RD	W	18.90	Commercial - Water	11/03/20 - 12/04/20	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			85557736	0	0 GAL 31 Regular
109 FAWNWOOD ST	W	69.00	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86408611	967	0 GAL 31 Regular
112 MAYBECK DR APT FS01	W	18.90	Commercial - Water	11/03/20 - 12/04/20	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			84918378	0	0 GAL 31 Regular
114 MISTFLOWER DR	W	1,138.72	Reclaim Commercial	11/05/20 - 12/07/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86624406	8141	240000 GAL 32 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		894.95			
Environmental Charge		88.80			
121 CABOT PL APT IR01	W	60.36	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	85639239	798	6000 GAL 31 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		20.64			
Environmental Charge		2.22			
1217 RIVERTOWN MAIN ST APT IR01	W	978.51	Reclaim Commercial	11/03/20 - 12/07/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	87743256	8387	203000 GAL 34 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		748.43			
Environmental Charge		75.11			

Service Address:		Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
156 LANDING ST		W	485.82	Commercial - Water	11/03/20 - 12/04/20	Commercial Water Service		
Detail	Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Water Consumption Charge		308.43	70924484	42776	207000 GAL	31	Regular
	Environmental Charge		76.59					
156 LANDING ST		W	42.00	Fire Sprinkler 1	11/05/20 - 12/08/20	Detector Meter Sprinkler Service		
Detail	Detecto-Meter Charge		42.00					
Charges:								
156 LANDING ST		W	326.16	Club House - Water/Sewer	11/03/20 - 12/04/20	Commercial Water Service		
Detail	Basic Monthly Charge		315.00	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Water Consumption Charge		8.94	84310710	206	6000 GAL	31	Regular
	Environmental Charge		2.22					
16 CLOVERBROOK RD APT IR01		W	90.84	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee		6.00	82157881	1112	14000 GAL	31	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.16					
	Environmental Charge		5.18					
160 RIVERGLADE RUN		S	482.31	Commercial - Water/Sewer	11/03/20 - 12/04/20	Commercial Sewer Service		
Detail	Basic Monthly Charge		169.20	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Sewer Usage Charge		294.98	84087139	1520	49000 GAL	31	Regular
	Environmental Charge		18.13					
160 RIVERGLADE RUN		W	191.94	Commercial - Water/Sewer	11/03/20 - 12/04/20	Commercial Water Service		
Detail	Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Water Consumption Charge		73.01	84087139	1520	49000 GAL	31	Regular
	Environmental Charge		18.13					
160 RIVERGLADE RUN		W	115.68	Swimming Pool - Water	11/03/20 - 12/04/20	Commercial Water Service		
Detail	Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Water Consumption Charge		11.92	84087156	201	8000 GAL	31	Regular
	Environmental Charge		2.96					
1668 ORANGE BRANCH TL APT IR01		W	107.10	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		63.00	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee		6.00	80529647	2579	10000 GAL	31	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		34.40					
	Environmental Charge		3.70					
17 BAYA ST		W	18.90	Commercial - Water	11/03/20 - 12/04/20	Commercial Water Service		
Detail	Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:				73270055	2	0 GAL	31	Regular
1846 ORANGE BRANCH TRL		W	199.09	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee		6.00	87614666	1322	39000 GAL	31	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)		98.99					
	Environmental Charge		14.43					

Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
233 SHINNECOCK DR APT IR01	W	90.84	Reclaim Commercial	11/03/20 - 12/07/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86793634	581	14000 GAL 34 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.16			
Environmental Charge		5.18			
234 PERDIDO ST	W	18.90	Commercial - Water	11/03/20 - 12/04/20	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			75392334	35	0 GAL 31 Regular
252 RAWLINGS DR APT IR01	W	584.48	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	68090707	41378	112000 GAL 31 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		388.07			
Environmental Charge		41.44			
258 RIVERTOWN MAIN ST	W	114.42	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	83003077	10651	2000 GAL 31 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		6.88			
Environmental Charge		0.74			
261 INDIAN GRASS DR APT IR01	W	199.11	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	85083644	4012	23000 GAL 31 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		35.63			
Environmental Charge		8.51			
262 CHANDLER DR APT IR01	W	43.95	Reclaim Commercial	11/03/20 - 12/09/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86823624	408	5000 GAL 36 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		17.20			
Environmental Charge		1.85			
277 FOOTBRIDGE RD APT IR01	W	24.90	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	87647651	97	0 GAL 31 Regular
29 MISTFLOWER DR	W	35.22	Commercial - Water	11/03/20 - 12/07/20	Commercial Water Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Water Consumption Charge		2.98	83742269	49	2000 GAL 34 Regular
Environmental Charge		0.74			
29 RIVERTOWN BV	W	913.56	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	68090742	46706	188000 GAL 31 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		689.03			
Environmental Charge		69.56			

Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
298 RIVERGLADE RUN			W	186.12	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	83547180	7776	20000 GAL 31 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			23.75			
	Environmental Charge			7.40			
308 OAK SHADOW PL			W	36.33	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	88310615	323	3000 GAL 31 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			10.32			
	Environmental Charge			1.11			
316 RAMBLING WATER RUN			W	71.79	Reclaim Commercial	11/06/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	83459834	456	9000 GAL 28 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			30.96			
	Environmental Charge			3.33			
32 FAWNWOOD ST			W	24.90	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	88310637	379	0 GAL 31 Regular
324 SILKGRASS PL			W	112.49	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	87614708	579	19000 GAL 31 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			19.79			
	Environmental Charge			7.03			
33 CALUMET DR APT IR01			W	122.34	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	80575469	2918	14000 GAL 31 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.16			
	Environmental Charge			5.18			
341 CALUMET DR APT IR01			W	190.45	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	83003074	2937	21000 GAL 31 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			27.71			
	Environmental Charge			7.77			
345 ORANGE BRANCH TL APT IR01			W	753.35	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	84682773	8777	151000 GAL 31 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			542.51			
	Environmental Charge			55.87			

Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
366 STERNWHEEL DR			W	567.16	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	86349187	6666	108000 GAL	31	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			372.23					
	Environmental Charge			39.96					
373 WATERFRONT DR			W	415.61	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	87003358	3366	73000 GAL	31	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			233.63					
	Environmental Charge			27.01					
386 PERDIDO ST APT LS01			W	64.86	Commercial - Water	11/03/20 - 12/04/20	Commercial Water Service		
Detail	Basic Monthly Charge			63.00	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Water Consumption Charge			1.49	74759223	7244	1000 GAL	31	Regular
	Environmental Charge			0.37					
405 OAK SHADOW PL			W	87.03	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	87386163	494	13000 GAL	31	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			44.72					
	Environmental Charge			4.81					
407 YEARLING BV			W	125.48	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	78727795	1897	22000 GAL	31	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			31.67					
	Environmental Charge			8.14					
41 INDIAN GRASS DR			W	69.00	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			63.00	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	83547108	2507	0 GAL	31	Regular
41 KEYSTONE CORNERS BV APT IRO1			W	532.52	Reclaim Commercial	11/03/20 - 12/07/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	86131615	10941	100000 GAL	34	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			340.55					
	Environmental Charge			37.00					
41 OAK SHADOW PL			W	79.41	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	87614709	590	11000 GAL	31	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			37.84					
	Environmental Charge			4.07					

Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
7601 LONGLEAF PINE PY	W	37.50	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	70204198	5132	0 GAL 31 Regular
7904 LONGLEAF PINE PY	W	37.50	Reclaim Commercial	11/04/20 - 12/07/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	71731573	6664	0 GAL 33 Regular
8102 LONGLEAF PINE PY	W	37.50	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	70204176	8634	0 GAL 31 Regular
847 ORANGE BRANCH TL APT IR01	W	1,610.69	Reclaim Commercial	11/05/20 - 12/07/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	80914007	21158	349000 GAL 32 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		1,326.59			
Environmental Charge		129.13			
87 KENDALL CROSSING DR APT IR01	W	342.00	Reclaim Commercial	11/06/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	68090740	6028	56000 GAL 28 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		166.31			
Environmental Charge		20.72			
907 KEYSTONE CORNERS BV APT IR01	W	627.78	Reclaim Commercial	11/03/20 - 12/04/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	80913980	4891	122000 GAL 31 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		427.67			
Environmental Charge		45.14			
91 LANIER ST	S	309.78	Commercial - Water/Sewer	11/03/20 - 12/07/20	Commercial Sewer Service
Detail Basic Monthly Charge		169.20	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Sewer Usage Charge		132.44	80913987	2987	22000 GAL 34 Regular
Environmental Charge		8.14			
91 LANIER ST	W	141.72	Commercial - Water/Sewer	11/03/20 - 12/07/20	Commercial Water Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Water Consumption Charge		32.78	80913987	2987	22000 GAL 34 Regular
Environmental Charge		8.14			
98 SHINNECOCK DR APT IR01	W	320.35	Reclaim Commercial	11/03/20 - 12/07/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	87743236	1868	51000 GAL 34 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		146.51			
Environmental Charge		18.87			

Customer Name: RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

TOTAL SUMMARY OF CHARGES



21 West Church Street, Jacksonville, FL 32202-3139
Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

SERVICE DETAILS

Account Name: RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT	Account #: 8885666288	Bill Date: 01/11/21	Cycle: 10
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Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
10 BAILEY CREEK CT APT IR01	W	99.50	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	87744848	136	16000 GAL 33 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		7.91			
Environmental Charge		5.92			
109 CLOVERBROOK RD	W	18.90	Commercial - Water	12/04/20 - 01/06/21	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			85557736	0	0 GAL 33 Regular
109 FAWNWOOD ST	W	69.00	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86408611	967	0 GAL 33 Regular
112 MAYBECK DR APT FS01	W	18.90	Commercial - Water	12/04/20 - 01/06/21	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			84918378	0	0 GAL 33 Regular
114 MISTFLOWER DR	W	1,489.45	Reclaim Commercial	12/07/20 - 01/07/21	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86624406	8462	321000 GAL 31 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		1,215.71			
Environmental Charge		118.77			
121 CABOT PL APT IR01	W	60.36	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	85639239	804	6000 GAL 33 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		20.64			
Environmental Charge		2.22			
1217 RIVERTOWN MAIN ST APT IR01	W	106.80	Reclaim Commercial	12/07/20 - 01/07/21	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	87743256	8387	0 GAL 31 Regular

Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
156 LANDING ST	W	543.48	Commercial - Water	12/04/20 - 01/06/21	Commercial Water Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Water Consumption Charge		354.62	70924484	43014	238000 GAL 33 Regular
Environmental Charge		88.06			
156 LANDING ST	W	42.00	Fire Sprinkler 1	12/08/20 - 01/08/21	Detector Meter Sprinkler Service
Detail Detecto-Meter Charge		42.00			
Charges:					
156 LANDING ST	W	322.44	Club House - Water/Sewer	12/04/20 - 01/06/21	Commercial Water Service
Detail Basic Monthly Charge		315.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Water Consumption Charge		5.96	84310710	210	4000 GAL 33 Regular
Environmental Charge		1.48			
16 CLOVERBROOK RD APT IR01	W	151.46	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	82157881	1140	28000 GAL 33 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		55.43			
Environmental Charge		10.36			
160 RIVERGLADE RUN	S	629.28	Commercial - Water/Sewer	12/04/20 - 01/06/21	Commercial Sewer Service
Detail Basic Monthly Charge		169.20	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Sewer Usage Charge		433.44	84087139	1592	72000 GAL 33 Regular
Environmental Charge		26.64			
160 RIVERGLADE RUN	W	234.72	Commercial - Water/Sewer	12/04/20 - 01/06/21	Commercial Water Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Water Consumption Charge		107.28	84087139	1592	72000 GAL 33 Regular
Environmental Charge		26.64			
160 RIVERGLADE RUN	W	119.40	Swimming Pool - Water	12/04/20 - 01/06/21	Commercial Water Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Water Consumption Charge		14.90	84087156	211	10000 GAL 33 Regular
Environmental Charge		3.70			
1668 ORANGE BRANCH TLAPT IR01	W	204.61	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	80529647	2612	33000 GAL 33 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		75.23			
Environmental Charge		12.21			
17 BAYA ST	W	18.90	Commercial - Water	12/04/20 - 01/06/21	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			73270055	2	0 GAL 33 Regular

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Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
1846 ORANGE BRANCH TRL			W	138.47	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	87614666	1347	25000 GAL 33 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			43.55			
	Environmental Charge			9.25			
233 SHINNECOCK DR APT IR01			W	87.03	Reclaim Commercial	12/07/20 - 01/07/21	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	86793634	594	13000 GAL 31 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			44.72			
	Environmental Charge			4.81			
234 PERDIDO ST			W	18.90	Commercial - Water	12/04/20 - 01/06/21	Commercial Water Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:					75392334	35	0 GAL 33 Regular
252 RAWLINGS DR APT IR01			W	519.53	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	68090707	41475	97000 GAL 33 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			328.67			
	Environmental Charge			35.89			
258 RIVERTOWN MAIN ST			W	389.63	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	83003077	10718	67000 GAL 33 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			209.87			
	Environmental Charge			24.79			
261 INDIAN GRASS DR APT IR01			W	294.37	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	85083644	4057	45000 GAL 33 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			122.75			
	Environmental Charge			16.65			
262 CHANDLER DR APT IR01			W	24.90	Reclaim Commercial	12/09/20 - 01/06/21	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	86823624	408	0 GAL 28 Regular
277 FOOTBRIDGE RD APT IR01			W	24.90	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	87647651	97	0 GAL 33 Regular
29 MISTFLOWER DR			W	33.36	Commercial - Water	12/07/20 - 01/06/21	Commercial Water Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Water Consumption Charge			1.49	83742269	50	1000 GAL 30 Regular
	Environmental Charge			0.37			

Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
29 RIVERTOWN BV			W	450.25	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	68090742	46787	81000 GAL	33	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			265.31					
	Environmental Charge			29.97					
298 RIVERGLADE RUN			W	225.09	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	83547180	7805	29000 GAL	33	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			59.39					
	Environmental Charge			10.73					
308 OAK SHADOW PL			W	24.90	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	88310615	323	0 GAL	33	Regular
316 RAMBLING WATER RUN			W	168.78	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	83459834	488	32000 GAL	33	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			71.27					
	Environmental Charge			11.84					
32 FAWNWOOD ST			W	24.90	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	88310637	379	0 GAL	33	Regular
324 SILKGRASS PL			W	71.79	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	87614708	588	9000 GAL	33	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			30.96					
	Environmental Charge			3.33					
33 CALUMET DR APT IR01			W	122.34	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			63.00	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	80575469	2932	14000 GAL	33	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.16					
	Environmental Charge			5.18					
341 CALUMET DR APT IR01			W	225.09	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	83003074	2966	29000 GAL	33	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			59.39					
	Environmental Charge			10.73					

Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
345 ORANGE BRANCH TL APT IR01			W	320.35	Reclaim Commercial	12/04/20 - 01/09/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	84682773	8828	51000 GAL	36	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			146.51					
	Environmental Charge			18.87					
366 STERNWHEEL DR			W	411.28	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	86349187	6738	72000 GAL	33	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			229.67					
	Environmental Charge			26.64					
373 WATERFRONT DR			W	311.69	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	87003358	3415	49000 GAL	33	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			138.59					
	Environmental Charge			18.13					
386 PERDIDO ST APT LS01			W	64.86	Commercial - Water	12/04/20 - 01/06/21	Commercial Water Service		
Detail	Basic Monthly Charge			63.00	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Water Consumption Charge			1.49	74759223	7245	1000 GAL	33	Regular
	Environmental Charge			0.37					
405 OAK SHADOW PL			W	64.17	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	87386163	501	7000 GAL	33	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			24.08					
	Environmental Charge			2.59					
407 YEARLING BV			W	112.49	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	78727795	1916	19000 GAL	33	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			19.79					
	Environmental Charge			7.03					
41 INDIAN GRASS DR			W	69.00	Reclaim Commercial	12/04/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			63.00	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	83547108	2507	0 GAL	33	Regular
41 KEYSTONE CORNERS BV APT IR01			W	1,545.74	Reclaim Commercial	12/07/20 - 01/07/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	86131615	11275	334000 GAL	31	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			1,267.19					
	Environmental Charge			123.58					

Service Address:		Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
98 SHINNECOCK DR APT IR01		W	186.12	Reclaim Commercial	12/07/20 - 01/06/21	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee		6.00	87743236	1888	20000 GAL	30	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)		23.75					
	Environmental Charge		7.40					



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SERVICE DETAILS

Account Name: RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT	Account #: 8885666288	Bill Date: 11/10/20	Cycle: 10
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Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
10 BAILEY CREEK CT APT IR01	W	233.73	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	87744848	111	47000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		130.67			
Environmental Charge		17.39			
109 CLOVERBROOK RD	W	18.90	Commercial - Water	10/03/20 - 11/03/20	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			85557736	0	0 GAL 31 Regular
109 FAWNWOOD ST	W	273.89	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86408611	967	49000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		138.59			
Environmental Charge		18.13			
112 MAYBECK DR APT FS01	W	18.90	Commercial - Water	10/05/20 - 11/03/20	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			84918378	0	0 GAL 29 Regular
114 MISTFLOWER DR	W	2,719.17	Reclaim Commercial	10/05/20 - 11/05/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86624406	7901	605000 GAL 31 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		2,340.35			
Environmental Charge		223.85			
121 CABOT PL APT IR01	W	95.17	Reclaim Commercial	10/03/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	85639239	792	15000 GAL 31 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		3.95			
Environmental Charge		5.55			

Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
156 LANDING ST			W	1,078.10	Reclaim Commercial	10/03/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	68090752	22990	226000 GAL 31 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			839.51			
	Environmental Charge			83.62			
156 LANDING ST			W	545.34	Commercial - Water	10/03/20 - 11/03/20	Commercial Water Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Water Consumption Charge			356.11	70924484	42569	239000 GAL 31 Regular
	Environmental Charge			88.43			
156 LANDING ST			W	42.00	Fire Sprinkler 1	10/07/20 - 11/05/20	Detector Meter Sprinkler Service
Detail	Detecto-Meter Charge			42.00			
Charges:							
156 LANDING ST			W	324.30	Club House - Water/Sewer	10/03/20 - 11/03/20	Commercial Water Service
Detail	Basic Monthly Charge			315.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Water Consumption Charge			7.45	84310710	200	5000 GAL 31 Regular
	Environmental Charge			1.85			
16 CLOVERBROOK RD APT IR01			W	37.50	Reclaim Commercial	10/03/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	82157881	1098	0 GAL 31 Regular
160 RIVERGLADE RUN			S	456.75	Commercial - Water/Sewer	10/03/20 - 11/03/20	Commercial Sewer Service
Detail	Basic Monthly Charge			169.20	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Sewer Usage Charge			270.90	84087139	1471	45000 GAL 31 Regular
	Environmental Charge			16.65			
160 RIVERGLADE RUN			W	184.50	Commercial - Water/Sewer	10/03/20 - 11/03/20	Commercial Water Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Water Consumption Charge			67.05	84087139	1471	45000 GAL 31 Regular
	Environmental Charge			16.65			
160 RIVERGLADE RUN			W	113.82	Swimming Pool - Water	10/03/20 - 11/03/20	Commercial Water Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Water Consumption Charge			10.43	84087156	193	7000 GAL 31 Regular
	Environmental Charge			2.59			
1668 ORANGE BRANCH TL APT IR01			W	473.07	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	80529647	2569	95000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			320.75			
	Environmental Charge			35.15			
17 BAYA ST			W	18.90	Commercial - Water	10/05/20 - 11/03/20	Commercial Water Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:					73270055	2	0 GAL 29 Regular

Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
1846 ORANGE BRANCH TRL			W	450.23	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	87614666	1283	97000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			328.67			
	Environmental Charge			35.89			
233 SHINNECOCK DR APT IR01			W	87.03	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	86793634	567	13000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			44.72			
	Environmental Charge			4.81			
234 PERDIDO ST			W	20.76	Commercial - Water	10/03/20 - 11/03/20	Commercial Water Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Water Consumption Charge			1.49	75392334	35	1000 GAL 31 Regular
	Environmental Charge			0.37			
252 RAWLINGS DR APT IR01			W	1,563.06	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	68090707	41266	338000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			1,283.03			
	Environmental Charge			125.06			
258 RIVERTOWN MAIN ST			W	571.49	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	83003077	10649	109000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			376.19			
	Environmental Charge			40.33			
261 INDIAN GRASS DR APT IR01			W	489.22	Reclaim Commercial	10/03/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	85083644	3989	90000 GAL 31 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			300.95			
	Environmental Charge			33.30			
262 CHANDLER DR APT IR01			W	59.19	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	86823624	403	9000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			30.96			
	Environmental Charge			3.33			
277 FOOTBRIDGE RD APT IR01			W	24.90	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	87647651	97	0 GAL 29 Regular

Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
29 MISTFLOWER DR	W	35.22	Commercial - Water	10/05/20 - 11/03/20	Commercial Water Service
Detail	Basic Monthly Charge	31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Water Consumption Charge	2.98	83742269	47	2000 GAL 29 Regular
	Environmental Charge	0.74			
29 RIVERTOWN BV	W	1,653.99	Reclaim Commercial	10/03/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge	100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee	6.00	68090742	46518	359000 GAL 31 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)	48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)	1,366.19			
	Environmental Charge	132.83			
298 RIVERGLADE RUN	W	679.74	Reclaim Commercial	10/03/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge	100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee	6.00	83547180	7756	134000 GAL 31 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)	48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)	475.19			
	Environmental Charge	49.58			
308 OAK SHADOW PL	W	70.62	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge	18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee	6.00	88310615	320	12000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)	41.28			
	Environmental Charge	4.44			
316 RAMBLING WATER RUN	W	346.31	Reclaim Commercial	10/07/20 - 11/06/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge	31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee	6.00	83459834	447	73000 GAL 30 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)	48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)	233.63			
	Environmental Charge	27.01			
32 FAWNWOOD ST	W	70.62	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge	18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee	6.00	88310637	379	12000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)	41.28			
	Environmental Charge	4.44			
324 SILKGRASS PL	W	151.46	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge	31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee	6.00	87614708	560	28000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)	48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)	55.43			
	Environmental Charge	10.36			
33 CALUMET DR APT IRO1	W	278.22	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge	63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee	6.00	80575469	2904	50000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)	48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)	142.55			
	Environmental Charge	18.50			

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Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:			
41 KEYSTONE CORNERS BV APT IR01			W	1,013.15	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service			
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	86131615	10841	211000 GAL	29	Regular	
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17						
	Tier 2 Consumption (> 14 kgal @ \$3.96)			780.11						
	Environmental Charge			78.07						
41 OAK SHADOW PL			W	95.17	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service			
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	87614709	579	15000 GAL	29	Regular	
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17						
	Tier 2 Consumption (> 14 kgal @ \$3.96)			3.95						
	Environmental Charge			5.55						
481 INDIAN GRASS DR APT IR01			W	523.86	Reclaim Commercial	10/03/20 - 11/03/20	Commercial Reclaimed Irrigation Service			
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	85083641	4084	98000 GAL	31	Regular	
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17						
	Tier 2 Consumption (> 14 kgal @ \$3.96)			332.63						
	Environmental Charge			36.26						
498 NARROWLEAF DR APT IR01			W	861.60	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service			
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	84966365	7996	176000 GAL	29	Regular	
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17						
	Tier 2 Consumption (> 14 kgal @ \$3.96)			641.51						
	Environmental Charge			65.12						
547 RIVERTOWN MAIN ST			W	20.76	Commercial - Water	10/03/20 - 11/03/20	Commercial Water Service			
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Water Consumption Charge			1.49	82400253	45	1000 GAL	31	Regular	
	Environmental Charge			0.37						
598 KENDALL CROSSING DR			W	727.37	Reclaim Commercial	10/03/20 - 11/03/20	Commercial Reclaimed Irrigation Service			
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	83113752	10476	145000 GAL	31	Regular	
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17						
	Tier 2 Consumption (> 14 kgal @ \$3.96)			518.75						
	Environmental Charge			53.65						
627 KEYSTONE CORNERS BV APT IR01			W	891.91	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service			
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	86131621	10045	183000 GAL	29	Regular	
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17						
	Tier 2 Consumption (> 14 kgal @ \$3.96)			669.23						
	Environmental Charge			67.71						
674 STERNWHEEL DR			I	64.62	Irrigation 1 - Commercial	10/05/20 - 11/03/20	Commercial Irrigation Service			
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Tier 1 Consumption (1-14 kgal @ \$3.44)			41.28	72407045	4015	12000 GAL	29	Regular	
	Environmental Charge			4.44						

Service Address:		Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
98 SHINNECOCK DR APT IR01		W	359.32	Reclaim Commercial	10/05/20 - 11/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee		6.00	87743236	1817	60000 GAL	29	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)		182.15					
	Environmental Charge		22.20					

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SERVICE DETAILS

Account Name:	Account #:	Bill Date:	Cycle:
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT	8885666288	10/12/20	10

Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
10 BAILEY CREEK CT APT IR01	W	307.34	Reclaim Commercial	09/01/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	87744848	64	64000 GAL 34 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		197.99			
Environmental Charge		23.68			
109 CLOVERBROOK RD	W	18.90	Commercial - Water	09/03/20 - 10/03/20	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			85557736	0	0 GAL 30 Regular
109 FAWNWOOD ST	W	226.26	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86408611	918	38000 GAL 32 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		95.03			
Environmental Charge		14.06			
112 MAYBECK DR APT FS01	W	18.90	Commercial - Water	09/03/20 - 10/05/20	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			84918378	0	0 GAL 32 Regular
114 MISTFLOWER DR	W	1,437.49	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86624406	7296	309000 GAL 32 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		1,168.19			
Environmental Charge		114.33			
121 CABOT PL APT IR01	W	79.41	Reclaim Commercial	09/03/20 - 10/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	85639239	777	11000 GAL 30 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		37.84			
Environmental Charge		4.07			

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Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
156 LANDING ST	W	42.00	Fire Sprinkler 1	09/08/20 - 10/07/20	Detector Meter Sprinkler Service
Detail		42.00			
Charges:					
156 LANDING ST	W	324.30	Club House - Water/Sewer	09/03/20 - 10/03/20	Commercial Water Service
Detail		315.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			84310710	195	5000 GAL 30 Regular
		7.45			
		1.85			
16 CLOVERBROOK RD APT IR01	W	67.98	Reclaim Commercial	09/03/20 - 10/03/20	Commercial Reclaimed Irrigation Service
Detail		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			82157881	1098	8000 GAL 30 Regular
		6.00			
		27.52			
		2.96			
160 RIVERGLADE RUN	S	373.68	Commercial - Water/Sewer	09/03/20 - 10/03/20	Commercial Sewer Service
Detail		169.20	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			84087139	1426	32000 GAL 30 Regular
		192.64			
		11.84			
160 RIVERGLADE RUN	W	160.32	Commercial - Water/Sewer	09/03/20 - 10/03/20	Commercial Water Service
Detail		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			84087139	1426	32000 GAL 30 Regular
		47.68			
		11.84			
160 RIVERGLADE RUN	W	108.24	Swimming Pool - Water	09/03/20 - 10/03/20	Commercial Water Service
Detail		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			84087156	186	4000 GAL 30 Regular
		5.96			
		1.48			
1668 ORANGE BRANCH TL APT IR01	W	139.66	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail		63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			80529647	2474	18000 GAL 32 Regular
		6.00			
		48.17			
		15.83			
		6.66			
17 BAYA ST	W	18.90	Commercial - Water	09/03/20 - 10/05/20	Commercial Water Service
Detail		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			73270055	2	0 GAL 32 Regular
1846 ORANGE BRANCH TRL	W	432.91	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			87614666	1186	93000 GAL 32 Regular
		6.00			
		48.17			
		312.83			
		34.41			

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Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
233 SHINNECOCK DR APT IR01	W	103.83	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail		Basic Monthly Charge	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:		Inspection Fee	86793634	554	17000 GAL 32 Regular
		Tier 1 Consumption (1-14 kgal @ \$3.44)			
		Tier 2 Consumption (> 14 kgal @ \$3.96)			
		Environmental Charge			
234 PERDIDO ST	W	18.90	Commercial - Water	09/03/20 - 10/03/20	Commercial Water Service
Detail		Basic Monthly Charge	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			75392334	34	0 GAL 30 Regular
252 RAWLINGS DR APT IR01	W	1,636.67	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail		Basic Monthly Charge	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:		Inspection Fee	68090707	40928	355000 GAL 32 Regular
		Tier 1 Consumption (1-14 kgal @ \$3.44)			
		Tier 2 Consumption (> 14 kgal @ \$3.96)			
		Environmental Charge			
258 RIVERTOWN MAIN ST	W	506.54	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail		Basic Monthly Charge	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:		Inspection Fee	83003077	10540	94000 GAL 32 Regular
		Tier 1 Consumption (1-14 kgal @ \$3.44)			
		Tier 2 Consumption (> 14 kgal @ \$3.96)			
		Environmental Charge			
261 INDIAN GRASS DR APT IR01	W	363.65	Reclaim Commercial	09/03/20 - 10/03/20	Commercial Reclaimed Irrigation Service
Detail		Basic Monthly Charge	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:		Inspection Fee	85083644	3899	61000 GAL 30 Regular
		Tier 1 Consumption (1-14 kgal @ \$3.44)			
		Tier 2 Consumption (> 14 kgal @ \$3.96)			
		Environmental Charge			
262 CHANDLER DR APT IR01	W	59.19	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail		Basic Monthly Charge	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:		Inspection Fee	86823624	394	9000 GAL 32 Regular
		Tier 1 Consumption (1-14 kgal @ \$3.44)			
		Environmental Charge			
277 FOOTBRIDGE RD APT IR01	W	24.90	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail		Basic Monthly Charge	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:		Inspection Fee	87647651	97	0 GAL 32 Regular
29 MISTFLOWER DR	W	46.38	Commercial - Water	09/03/20 - 10/05/20	Commercial Water Service
Detail		Basic Monthly Charge	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:		Water Consumption Charge	83742269	45	8000 GAL 32 Regular
		Environmental Charge			

Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
29 RIVERTOWN BV			W	1,277.28	Reclaim Commercial	09/03/20 - 10/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	68090742	46159	272000 GAL	30	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			1,021.67					
	Environmental Charge			100.64					
298 RIVERGLADE RUN			W	935.21	Reclaim Commercial	09/03/20 - 10/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	83547180	7622	193000 GAL	30	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			708.83					
	Environmental Charge			71.41					
308 OAK SHADOW PL			W	208.14	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	88310615	308	44000 GAL	32	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			118.79					
	Environmental Charge			16.28					
316 RAMBLING WATER RUN			W	441.57	Reclaim Commercial	09/04/20 - 10/07/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	83459834	374	95000 GAL	33	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			320.75					
	Environmental Charge			35.15					
32 FAWNWOOD ST			W	59.19	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	88310637	367	9000 GAL	32	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			30.96					
	Environmental Charge			3.33					
324 SILKGRASS PL			W	316.00	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	87614708	532	66000 GAL	32	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			205.91					
	Environmental Charge			24.42					
33 CALUMET DR APT IRO1			W	118.53	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			63.00	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	80575469	2854	13000 GAL	32	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			44.72					
	Environmental Charge			4.81					

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Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
41 KEYSTONE CORNERS BV APT IR01			W	878.92	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	86131615	10630	180000 GAL 32 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			657.35			
	Environmental Charge			66.60			
41 OAK SHADOW PL			W	207.75	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	87614709	564	41000 GAL 32 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			106.91			
	Environmental Charge			15.17			
481 INDIAN GRASS DR APT IR01			W	311.69	Reclaim Commercial	09/03/20 - 10/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	85083641	3986	49000 GAL 30 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			138.59			
	Environmental Charge			18.13			
498 NARROWLEAF DR APT IR01			W	645.10	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	84966365	7820	126000 GAL 32 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			443.51			
	Environmental Charge			46.62			
547 RIVERTOWN MAIN ST			W	22.62	Commercial - Water	09/03/20 - 10/03/20	Commercial Water Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Water Consumption Charge			2.98	82400253	44	2000 GAL 30 Regular
	Environmental Charge			0.74			
598 KENDALL CROSSING DR			W	671.08	Reclaim Commercial	09/03/20 - 10/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	83113752	10331	132000 GAL 30 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			467.27			
	Environmental Charge			48.84			
627 KEYSTONE CORNERS BV APT IR01			W	723.04	Reclaim Commercial	09/03/20 - 10/05/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	86131621	9862	144000 GAL 32 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			514.79			
	Environmental Charge			53.28			

Service Address:		Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
91 LANIER ST		W	126.84	Commercial - Water/Sewer	09/04/20 - 10/05/20	Commercial Water Service		
Detail	Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Water Consumption Charge		20.86	80913987	2940	14000 GAL	31	Regular
	Environmental Charge		5.18					
98 SHINNECOCK DR APT IR01		W	259.73	Reclaim Commercial	09/04/20 - 10/05/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee		6.00	87743236	1757	37000 GAL	31	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)		91.07					
	Environmental Charge		13.69					

BILLING AND PAYMENT OPTIONS

JEA offers a number of convenient billing and payment options. You can pay online, by phone, by mail, in person or automatically using your bank account. And you can go paperless by receiving your bill by email, which is easy for you and good for the environment.

eBill: Receive, view, and pay your bill online. JEA ebill is one of our most convenient ways to receive, view and pay your bill.

MyBudget: With MyBudget, your bill is based on a rolling 12-month average. This prevents drastic changes in your bill month to month, even in the coldest or hottest months when you use more.

Auto-Pay: Our Automatic Bill Payment service ensures your JEA bill is paid automatically. You still receive a bill, but Automatic Bill Pay deducts the amount you owe from your bank account on your due date. Once set up, you don't have to do a thing.

Pay Online: When you pay your JEA bill on jea.com, your payment is credited to your account immediately. It is free to pay using your checking or savings account. Pay by debit or credit card—convenience fees charged by card payment vendor: Payments up to \$500: \$2.20, \$500.01–\$1,000: \$4.40, \$1,000.01 - \$10,000: \$9.95.

Pay Through Your Bank: Use your bank's bill payer system to pay JEA electronically. Provide your JEA account information to your bank and enter the date and amount to pay each month.

Pay by Phone: Call 665-6000 to pay your JEA bill using our automated phone system 24 hours a day. Your payment will be credited to your account immediately.

It is free to pay using your checking or savings account. Pay by debit or credit card—convenience fees charged by card payment vendor: Payments up to \$500: \$2.20, \$500.01–\$1,000: \$4.40, \$1,000.01–\$10,000: \$9.95.

Pay by Mail: Please write your account number on your check or money order. Please include the payment stub with your payment and mail to P.O. Box 45047, Jacksonville, FL 32232-5047. Make checks payable to JEA.

Pay in Person: JEA payments are accepted at the JEA Downtown Customer Center, Winn-Dixie stores, Duval County Tax Collector offices and over 140 JEA authorized payment-only locations. Find locations at JEA.com/paymentlocations. Be sure to take a copy of your JEA bill when you go. **The JEA Downtown Customer Center, 43 W. Church Street, is open 7:30 a.m.–5:30 p.m. Monday through Friday except holidays. Closed Saturday.**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Request an Extension: We understand that sometimes things happen and you need a little more time to pay your bill. You can apply for an extension online at jea.com. Also, residential customers can call 665-6000; commercial customers can call 665-6250. Our self-serve system will let you know if you qualify and give you a new due date.

Need Help Paying Your Bill? United Way maintains a computerized database of programs that may be able to assist you in paying your utility bill. For assistance with your utility bill, dial 2-1-1 or 632-0600.

STATEMENT INFORMATION

APPLICATION AND CONTRACT FOR SERVICE—Customers may review terms and conditions of service and policies on jea.com, or may call, write or e-mail JEA to request a copy. Requesting of utility service and JEA's acceptance to provide utility service, including the rendering of a bill, constitutes a binding contractual agreement between JEA and the customer, including each financially responsible person or entity as defined by applicable State, City and Utility regulations and policies, whether or not service is listed in that individual's name.

Please review your billing statement. Should you suspect a billing or payment error, please notify us immediately at 665-6000. Commercial customers can call us at 665-6250. You have 90 days from the statement date to request a JEA review for correction or credit.

Customer Charge is a fixed monthly charge to maintain an account for a customer, including metering, billing and account administration.

Energy Charge pays for the cost of the electric infrastructure, contribution to the City of Jacksonville and to generate and deliver the electricity you use, excluding the cost of fuel.

Fuel Cost is determined by the Adjustable Fuel Rate, which may go up or down based on the cost of fuels JEA uses to generate electricity. A portion of the fuel charge is exempt from the Public Service Tax.

Water/Sewer Service Availability Charge is a fixed monthly charge that covers a portion of the water/sewer infrastructure and the cost to maintain an account for a customer, including metering, billing and account administration.

Conservation Charge applies only if you use more than 2,750 kWh during a billing period. If this occurs, you will be charged an additional \$.01 per kWh over 2,750 kWh to encourage conservation. Average home usage is 1,000 kWh per month.

Environmental Charge provides funding for environmental and regulatory programs.

Water Consumption/Sewer Usage Tiers are based on the amount of water you use. Typical household usage is 6 kgals or less.

Fees and Taxes are government transfers paid to city or state governments.

kgal: 1,000 gallons

cf: Cubic foot of water which equals 7.48 gallons of water

kWh: Kilowatt-hour is a measure of electrical energy. One kWh is the equivalent of using 1,000 watts for one hour. For example, if you use a 100 watt light bulb for 720 hours (i.e. for 30 days straight), you will have used 72 kWh.

ADDRESS CORRECTION

Account #

Tel:

Address:

City:

State:

Zip Code:

E-mail:



21 West Church Street, Jacksonville, FL 32202-3139
Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

SERVICE DETAILS

Account Name: RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT	Account #: 8885666288	Bill Date: 09/11/20	Cycle: 10
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Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
109 CLOVERBROOK RD	W	18.90	Commercial - Water	08/05/20 - 09/03/20	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			85557736	0	0 GAL 29 Regular
109 FAWNWOOD ST	W	512.04	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86408611	880	104000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		356.39			
Environmental Charge		38.48			
112 MAYBECK DR APT FS01	W	18.90	Commercial - Water	08/05/20 - 09/03/20	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			84918378	0	0 GAL 29 Regular
114 MISTFLOWER DR	W	2,160.60	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86624406	6987	476000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		1,829.51			
Environmental Charge		176.12			
121 CABOT PL APT IR01	W	155.79	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	85639239	766	29000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		59.39			
Environmental Charge		10.73			
1217 RIVERTOWN MAIN ST APT IR01	W	5,555.33	Reclaim Commercial	08/06/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	87743256	5062	1260000 GAL 28 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		4,934.16			
Environmental Charge		466.20			

Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
128 MAYBECK DR			W	2,528.65	Reclaim Commercial	08/05/20 - 09/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	84966345	7795	561000 GAL 30 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			2,166.11			
	Environmental Charge			207.57			
140 WHISTLING STRAITS DR			W	835.62	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	84332628	2751	170000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			617.75			
	Environmental Charge			62.90			
141 KENDALL CROSSING DR APT IR01			W	106.80	Reclaim Commercial	08/05/20 - 09/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	86624382	6223	0 GAL 30 Regular
149 LANIER ST APT IR01			W	246.74	Reclaim Commercial	08/06/20 - 09/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	80914013	17692	34000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			79.19			
	Environmental Charge			12.58			
15 BAYA ST			W	37.50	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	71174367	45	0 GAL 29 Regular
156 LANDING ST			S	554.31	Club House - Water/Sewer	08/05/20 - 09/03/20	Commercial Sewer Service
Detail	Basic Monthly Charge			528.75	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Sewer Usage Charge			24.08	84310710	190	4000 GAL 29 Regular
	Environmental Charge			1.48			
156 LANDING ST			W	1,498.11	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	68090752	22618	323000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			1,223.63			
	Environmental Charge			119.51			
156 LANDING ST			W	909.90	Commercial - Water	08/05/20 - 09/03/20	Commercial Water Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Water Consumption Charge			648.15	70924484	42084	435000 GAL 29 Regular
	Environmental Charge			160.95			
156 LANDING ST			W	42.00	Fire Sprinkler 1	08/07/20 - 09/08/20	Detector Meter Sprinkler Service
Detail	Detecto-Meter Charge			42.00			
Charges:							

Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
156 LANDING ST	W	322.44	Club House - Water/Sewer	08/05/20 - 09/03/20	Commercial Water Service
Detail Basic Monthly Charge		315.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Water Consumption Charge		5.96	84310710	190	4000 GAL 29 Regular
Environmental Charge		1.48			
16 CLOVERBROOK RD APT IR01	W	285.69	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	82157881	1090	59000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		178.19			
Environmental Charge		21.83			
160 RIVERGLADE RUN	S	386.46	Commercial - Water/Sewer	08/05/20 - 09/03/20	Commercial Sewer Service
Detail Basic Monthly Charge		169.20	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Sewer Usage Charge		204.68	84087139	1394	34000 GAL 29 Regular
Environmental Charge		12.58			
160 RIVERGLADE RUN	W	164.04	Commercial - Water/Sewer	08/05/20 - 09/03/20	Commercial Water Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Water Consumption Charge		50.66	84087139	1394	34000 GAL 29 Regular
Environmental Charge		12.58			
160 RIVERGLADE RUN	W	106.38	Swimming Pool - Water	08/05/20 - 09/03/20	Commercial Water Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Water Consumption Charge		4.47	84087156	182	3000 GAL 29 Regular
Environmental Charge		1.11			
1668 ORANGE BRANCH TLAPT IR01	W	178.63	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	80529647	2456	27000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		51.47			
Environmental Charge		9.99			
17 BAYA ST	W	18.90	Commercial - Water	08/05/20 - 09/03/20	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			73270055	2	0 GAL 29 Regular
1846 ORANGE BRANCH TRL	W	554.15	Reclaim Commercial	08/06/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	87614666	1093	121000 GAL 28 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		423.71			
Environmental Charge		44.77			
233 SHINNECOCK DR APT IR01	W	67.98	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86793634	537	8000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		27.52			
Environmental Charge		2.96			

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Service Address:	Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
234 PERDIDO ST	W	18.90	Commercial - Water	08/05/20 - 09/03/20	Commercial Water Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:			75392334	34	0 GAL 29 Regular
252 RAWLINGS DR APT IR01	W	2,554.63	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	68090707	40573	567000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		2,189.87			
Environmental Charge		209.79			
258 RIVERTOWN MAIN ST	W	1,164.70	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	83003077	10446	246000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		918.71			
Environmental Charge		91.02			
261 INDIAN GRASS DR APT IR01	W	679.74	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	85083644	3838	134000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		475.19			
Environmental Charge		49.58			
262 CHANDLER DR APT IR01	W	59.19	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	86823624	385	9000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		30.96			
Environmental Charge		3.33			
277 FOOTBRIDGE RD APT IR01	W	24.90	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	87647651	97	0 GAL 29 Regular
29 MISTFLOWER DR	W	33.36	Commercial - Water	08/05/20 - 09/03/20	Commercial Water Service
Detail Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Water Consumption Charge		1.49	83742269	37	1000 GAL 29 Regular
Environmental Charge		0.37			
29 RIVERTOWN BV	W	2,333.80	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges: Inspection Fee		6.00	68090742	45887	516000 GAL 29 Regular
Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17			
Tier 2 Consumption (> 14 kgal @ \$3.96)		1,987.91			
Environmental Charge		190.92			

Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:
298 RIVERGLADE RUN			W	1,736.26	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	83547180	7429	378000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			1,441.43			
	Environmental Charge			139.86			
308 OAK SHADOW PL			W	177.83	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	88310615	264	37000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			91.07			
	Environmental Charge			13.69			
316 RAMBLING WATER RUN			W	268.37	Reclaim Commercial	08/05/20 - 09/04/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	83459834	279	55000 GAL 30 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			162.35			
	Environmental Charge			20.35			
32 FAWNWOOD ST			W	104.22	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	88310637	358	20000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			23.75			
	Environmental Charge			7.40			
324 SILKGRASS PL			W	441.57	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	87614708	466	95000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			320.75			
	Environmental Charge			35.15			
33 CALUMET DR APT IR01			W	243.58	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			63.00	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	80575469	2841	42000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			110.87			
	Environmental Charge			15.54			
341 CALUMET DR APT IR01			W	298.70	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption Days Billed Reading Type
Charges:	Inspection Fee			6.00	83003074	2811	46000 GAL 29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17			
	Tier 2 Consumption (> 14 kgal @ \$3.96)			126.71			
	Environmental Charge			17.02			

Service Address:			Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
345 ORANGE BRANCH TL APT IR01			W	1,246.97	Reclaim Commercial	08/06/20 - 09/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	84682773	8416	265000 GAL	29	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			993.95					
	Environmental Charge			98.05					
366 STERNWHEEL DR			W	2,069.67	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	86349187	6043	455000 GAL	29	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			1,746.35					
	Environmental Charge			168.35					
373 WATERFRONT DR			W	2,125.96	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	87003358	2860	468000 GAL	29	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			1,797.83					
	Environmental Charge			173.16					
386 PERDIDO ST APT LS01			W	68.58	Commercial - Water	08/05/20 - 09/03/20	Commercial Water Service		
Detail	Basic Monthly Charge			63.00	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Water Consumption Charge			4.47	74759223	7240	3000 GAL	29	Regular
	Environmental Charge			1.11					
405 OAK SHADOW PL			W	272.70	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	87386163	431	56000 GAL	29	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			166.31					
	Environmental Charge			20.72					
407 YEARLING BV			W	160.12	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	78727795	1807	30000 GAL	29	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			63.35					
	Environmental Charge			11.10					
41 INDIAN GRASS DR			W	69.00	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			63.00	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	83547108	2507	0 GAL	29	Regular
41 KEYSTONE CORNERS BV APT IR01			W	1,441.82	Reclaim Commercial	08/06/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee			6.00	86131615	10450	310000 GAL	28	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)			1,172.15					
	Environmental Charge			114.70					

Service Address:		Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
41 OAK SHADOW PL		W	333.32	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee		6.00	87614709	523	70000 GAL	29	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)		221.75					
	Environmental Charge		25.90					
481 INDIAN GRASS DR APT IR01		W	406.95	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee		6.00	85083641	3937	71000 GAL	29	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)		225.71					
	Environmental Charge		26.27					
498 NARROWLEAF DR APT IR01		W	1,848.84	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee		6.00	84966365	7694	404000 GAL	29	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)		1,544.39					
	Environmental Charge		149.48					
547 RIVERTOWN MAIN ST		W	20.76	Commercial - Water	08/05/20 - 09/03/20	Commercial Water Service		
Detail	Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Water Consumption Charge		1.49	82400253	42	1000 GAL	29	Regular
	Environmental Charge		0.37					
598 KENDALL CROSSING DR		W	1,796.88	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee		6.00	83113752	10199	392000 GAL	29	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)		1,496.87					
	Environmental Charge		145.04					
627 KEYSTONE CORNERS BV APT IR01		W	1,350.89	Reclaim Commercial	08/06/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Inspection Fee		6.00	86131621	9718	289000 GAL	28	Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)		1,088.99					
	Environmental Charge		106.93					
674 STERNWHEEL DR		I	128.53	Irrigation 1 - Commercial	08/05/20 - 09/03/20	Commercial Irrigation Service		
Detail	Basic Monthly Charge		18.90	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type
Charges:	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17	72407045	3980	27000 GAL	29	Regular
	Tier 2 Consumption (> 14 kgal @ \$3.96)		51.47					
	Environmental Charge		9.99					

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Service Address:				Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
7306 LONGLEAF PINE PY APT IR01				W	104.22	Reclaim Commercial	08/06/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			18.90	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	81286590	1032	20000 GAL	28	Regular	
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17						
	Tier 2 Consumption (> 14 kgal @ \$3.96)			23.75						
	Environmental Charge			7.40						
7601 LONGLEAF PINE PY				W	37.50	Reclaim Commercial	08/06/20 - 09/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	70204198	5132	0 GAL	29	Regular	
7904 LONGLEAF PINE PY				W	90.84	Reclaim Commercial	08/06/20 - 09/08/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			31.50	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	71731573	6659	14000 GAL	33	Regular	
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.16						
	Environmental Charge			5.18						
8102 LONGLEAF PINE PY				W	28.75	Reclaim Commercial	08/12/20 - 09/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			24.15	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			4.60	70204176	8634	0 GAL	23	Regular	
847 ORANGE BRANCH TL APT IR01				W	110.61	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	80914007	20505	1000 GAL	29	Regular	
	Tier 1 Consumption (1-14 kgal @ \$3.44)			3.44						
	Environmental Charge			0.37						
87 KENDALL CROSSING DR APT IR01				W	1,303.26	Reclaim Commercial	08/06/20 - 09/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	68090740	5568	278000 GAL	29	Regular	
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17						
	Tier 2 Consumption (> 14 kgal @ \$3.96)			1,045.43						
	Environmental Charge			102.86						
907 KEYSTONE CORNERS BV APT IR01				W	493.55	Reclaim Commercial	08/05/20 - 09/03/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Inspection Fee			6.00	80913980	4585	91000 GAL	29	Regular	
	Tier 1 Consumption (1-14 kgal @ \$3.44)			48.17						
	Tier 2 Consumption (> 14 kgal @ \$3.96)			304.91						
	Environmental Charge			33.67						
91 LANIER ST				S	546.21	Commercial - Water/Sewer	08/06/20 - 09/04/20	Commercial Sewer Service		
Detail	Basic Monthly Charge			169.20	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Sewer Usage Charge			355.18	80913987	2926	59000 GAL	29	Regular	
	Environmental Charge			21.83						
91 LANIER ST				W	210.54	Commercial - Water/Sewer	08/06/20 - 09/04/20	Commercial Water Service		
Detail	Basic Monthly Charge			100.80	Meter Nbr	Current Reading	Consumption	Days Billed	Reading Type	
Charges:	Water Consumption Charge			87.91	80913987	2926	59000 GAL	29	Regular	
	Environmental Charge			21.83						

Service Address:		Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
98 SHINNECOCK DR APT IR01		W	822.63	Reclaim Commercial	08/06/20 - 09/04/20	Commercial Reclaimed Irrigation Service		
Detail	Basic Monthly Charge		100.80		Meter Nbr	Current Reading	Consumption	Days Billed Reading Type
Charges:	Inspection Fee		6.00		87743236	1720	167000 GAL	29 Regular
	Tier 1 Consumption (1-14 kgal @ \$3.44)		48.17					
	Tier 2 Consumption (> 14 kgal @ \$3.96)		605.87					
	Environmental Charge		61.79					

Service Address:		Serv Type:	Current Chgs:	Service Point:	Service Period:	Bill Rate:		
10 BAILEY CREEK CT APT IR01		P	3,425.99		08/25/20 - 08/25/20	Reclaim 1 Inch PrePave - 10 BAILEY CREEK		
Detail								
Charges:								



21 West Church Street, Jacksonville, FL 32202-3139
Phone: 904.665.6000 • Fax: 904.665.7990 • Internet: jea.com

TOTAL OTHER ACTIVITIES			
Account Name: RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT	Account #: 8885666288	Bill Date: 09/11/20	Cycle: 10

Service Address	Budget Number	Service Type	Adjustment Description	Service Period	Current Charges
10 BAILEY CREEK CT APT IR01		W	Meter Installation Retrip Fee		25.00
Total Other Activities					25.00



FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

THE RIVERS EDGE COMMUNITY DEVELOPMENT
DISTRICT
C/O ATTN GMS
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092

THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.

Amount of your last bill	\$11.78
Payments	-\$11.78
New charges due by Nov 3, 2020	\$12.69
Total amount you owe	\$12.69

FPL automatic bill pay - DO NOT PAY

Amount of your last bill	11.78
Payment received - Thank you	-11.78
Balance before new charges	\$0.00

NEW CHARGES

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Customer charge: \$10.62

Non-fuel: (\$0.065270 per kWh) \$1.31

Fuel: (\$0.022160 per kWh) \$0.44

Electric service amount **12.37**

Gross receipts tax 0.32

Taxes and charges **0.32**

Total new charges **\$12.69**

Total amount you owe **\$12.69**

Oct 13, 2020 Electric Bill

For: Sep 14, 2020 to Oct 13, 2020 (29 days)

Service Address

156 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 21879-61384

Questions? Contact Us

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Meter Summary

Meter reading - Meter ACD6005 Next meter reading Nov 12, 2020

Current reading 01715

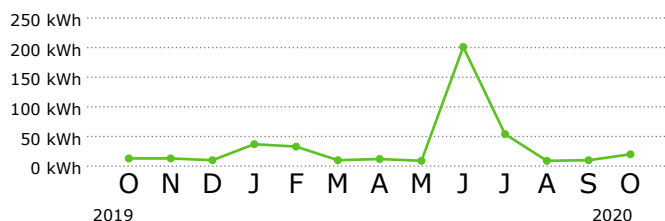
Previous reading -01695

kWh used 20

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Oct 13, 2020	Sep 14, 2020	Oct 14, 2019
kWh Used	20	10	13
Service days	29	32	32
kWh/day	1	0	0
Amount	\$12.69	\$11.78	\$12.02

Energy Usage History



Keep In Mind

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Important Numbers

Customer Service:	1-800-375-2434
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To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)



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THE RIVERS EDGE COMMUNITY DEVELOPMENT
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C/O ATTN GMS
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092

THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.

Amount of your last bill	\$12.69
Payments	-\$12.69
New charges due by Dec 3, 2020	\$13.49
Total amount you owe	\$13.49
FPL automatic bill pay - DO NOT PAY	

Amount of your last bill	12.69
Payment received - Thank you	-12.69
Balance before new charges	\$0.00

NEW CHARGES

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Customer charge: \$10.62

Non-fuel: (\$0.065270 per kWh) \$1.89

Fuel: (\$0.022160 per kWh) \$0.64

Electric service amount **13.15**

Gross receipts tax 0.34

Taxes and charges **0.34**

Total new charges **\$13.49**

Total amount you owe **\$13.49**

Nov 12, 2020 Electric Bill

For: Oct 13, 2020 to Nov 12, 2020 (30 days)

Service Address

156 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 21879-61384

Questions? Contact Us

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Meter Summary

Meter reading - Meter ACD6005 Next meter reading Dec 11, 2020

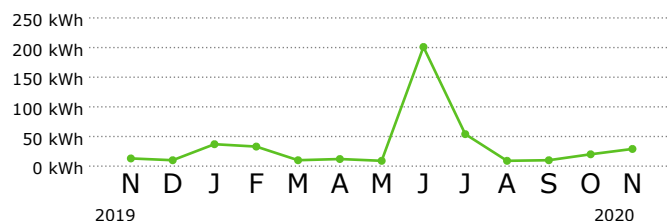
Current reading	01744
Previous reading	-01715

kWh used	29
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Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Nov 12, 2020	Oct 13, 2020	Nov 12, 2019
kWh Used	29	20	13
Service days	30	29	29
kWh/day	1	1	0
Amount	\$13.49	\$12.69	\$12.01

Energy Usage History



Keep In Mind

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Important Numbers

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Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)



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THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.

Amount of your last bill	\$13.49
Payments	-\$13.49
New charges due by Jan 4, 2021	\$15.20
Total amount you owe	\$15.20
FPL automatic bill pay - DO NOT PAY	

Amount of your last bill	13.49
Payment received - Thank you	-13.49
Balance before new charges	\$0.00

NEW CHARGES

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Customer charge: \$10.62

Non-fuel: (\$0.065270 per kWh) \$3.14

Fuel: (\$0.022160 per kWh) \$1.06

Electric service amount **14.82**

Gross receipts tax 0.38

Taxes and charges **0.38**

Total new charges **\$15.20**

Total amount you owe **\$15.20**

Dec 11, 2020 Electric Bill

For: Nov 12, 2020 to Dec 11, 2020 (29 days)

Service Address

156 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 21879-61384

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Meter Summary

Meter reading - Meter ACD6005 Next meter reading Jan 12, 2021

Current reading 01792

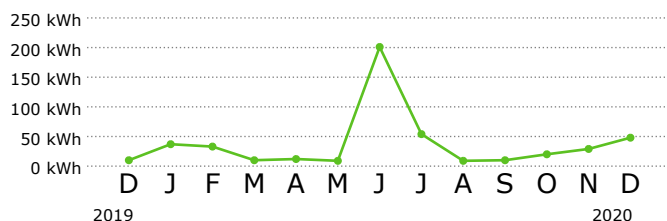
Previous reading -01744

kWh used 48

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Dec 11, 2020	Nov 12, 2020	Dec 12, 2019
kWh Used	48	29	10
Service days	29	30	30
kWh/day	2	1	0
Amount	\$15.20	\$13.49	\$11.75

Energy Usage History



Keep In Mind

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Updates to your bill

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1-800-226-3545

To report power outages:

1-800-4OUTAGE (468-8243)

Hearing/speech impaired:

711 (Relay Service)



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THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.

Amount of your last bill	\$15.20
Payments	-\$15.20
New charges due by Feb 2, 2021	\$12.35
Total amount you owe	\$12.35
FPL automatic bill pay - DO NOT PAY	

Amount of your last bill	15.20
Payment received - Thank you	-15.20
Balance before new charges	\$0.00

NEW CHARGES

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Customer charge: \$10.61

Non-fuel: (\$0.065570 per kWh) \$1.04

Fuel: (\$0.024490 per kWh) \$0.39

Electric service amount **12.04**

Gross receipts tax 0.31

Taxes and charges **0.31**

Total new charges **\$12.35**

Total amount you owe **\$12.35**

Jan 12, 2021 Electric Bill

For: Dec 11, 2020 to Jan 12, 2021 (32 days)

Service Address

156 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 21879-61384

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Meter Summary

Meter reading - Meter ACD6005 Next meter reading Feb 11, 2021

Current reading 01808

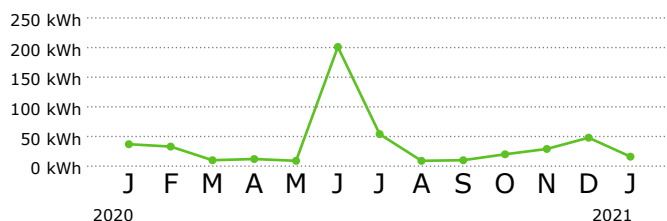
Previous reading -01792

kWh used 16

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Jan 12, 2021	Dec 11, 2020	Jan 14, 2020
kWh Used	16	48	37
Service days	32	29	33
kWh/day	1	2	1
Amount	\$12.35	\$15.20	\$14.11

Energy Usage History



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To report power outages:

1-800-4OUTAGE (468-8243)

Hearing/speech impaired:

711 (Relay Service)



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**THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.**

Amount of your last bill	\$1,103.67
Payments	-\$1,103.67
New charges due by Nov 3, 2020	\$1,190.59
Total amount you owe	\$1,190.59

FPL automatic bill pay - DO NOT PAY

Amount of your last bill	1,103.67
Payment received - Thank you	-1,103.67
Balance before new charges	\$0.00

NEW CHARGES

Rate: GSD-1 GENERAL SERVICE DEMAND	
Customer charge:	\$26.50
Non-fuel: (\$0.023610 per kWh)	\$359.81
Fuel: (\$0.022160 per kWh)	\$337.72
Demand: (\$11.20 per KW)	\$436.80

Electric service amount **1,160.83**

Gross receipts tax 29.76

Taxes and charges **29.76**

Total new charges **\$1,190.59**

Total amount you owe **\$1,190.59**

Oct 13, 2020 Electric Bill

For: Sep 14, 2020 to Oct 13, 2020 (29 days)

Service Address

160 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 79301-74359

Questions? Contact Us

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Meter Summary

Meter reading - Meter KT38313 Next meter reading Nov 12, 2020

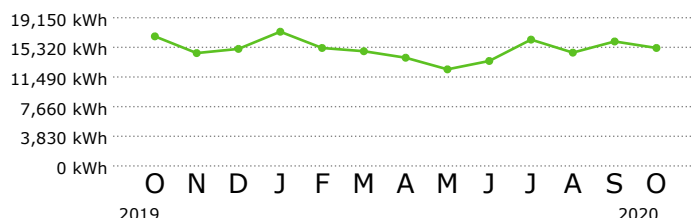
Current reading	07770
Previous reading	-07516

kWh constant	x 60
kWh used	15240
Demand reading	.65
KW constant	x 60.00
Demand KW	39

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Oct 13, 2020	Sep 14, 2020	Oct 14, 2019
kWh Used	15240	16080	16740
Service days	29	32	32
kWh/day	525	502	523
Amount	\$1,190.59	\$1,103.67	\$1,331.48

Energy Usage History



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To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)



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**THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.**

Amount of your last bill	\$1,190.59
Payments	-\$1,190.59
New charges due by Dec 3, 2020	\$1,190.82
Total amount you owe	\$1,190.82

FPL automatic bill pay - DO NOT PAY

Amount of your last bill	1,190.59
Payment received - Thank you	-1,190.59
Balance before new charges	\$0.00

NEW CHARGES

Rate: GSD-1 GENERAL SERVICE DEMAND	
Customer charge:	\$26.50
Non-fuel: (\$0.023610 per kWh)	\$354.15
Fuel: (\$0.022160 per kWh)	\$332.40
Demand: (\$11.20 per KW)	\$448.00

Electric service amount **1,161.05**

Gross receipts tax 29.77

Taxes and charges **29.77**

Total new charges **\$1,190.82**

Total amount you owe **\$1,190.82**

Nov 12, 2020 Electric Bill

For: Oct 13, 2020 to Nov 12, 2020 (30 days)

Service Address

160 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 79301-74359

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Meter Summary

Meter reading - Meter KT38313 Next meter reading Dec 11, 2020

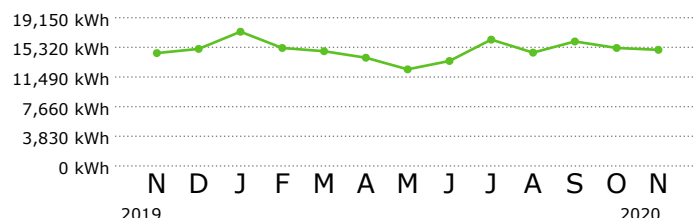
Current reading	08020
Previous reading	-07770

kWh constant	x 60
kWh used	15000
Demand reading	.67
KW constant	x 60.00
Demand KW	40

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Nov 12, 2020	Oct 13, 2020	Nov 12, 2019
kWh Used	15000	15240	14580
Service days	30	29	29
kWh/day	500	525	502
Amount	\$1,190.82	\$1,190.59	\$1,180.75

Energy Usage History



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Hearing/speech impaired:	711 (Relay Service)



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**THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.**

Amount of your last bill	\$1,190.82
Payments	-\$1,190.82
New charges due by Jan 4, 2021	\$1,210.76
Total amount you owe	\$1,210.76

FPL automatic bill pay - DO NOT PAY

Amount of your last bill	1,190.82
Payment received - Thank you	-1,190.82
Balance before new charges	\$0.00

NEW CHARGES

Rate: GSD-1 GENERAL SERVICE DEMAND	
Customer charge:	\$26.50
Non-fuel: (\$0.023610 per kWh)	\$358.40
Fuel: (\$0.022160 per kWh)	\$336.39
Demand: (\$11.20 per KW)	\$459.20

Electric service amount	1,180.49
Gross receipts tax	30.27
Taxes and charges	30.27
Total new charges	\$1,210.76
Total amount you owe	\$1,210.76

Dec 11, 2020 Electric Bill

For: Nov 12, 2020 to Dec 11, 2020 (29 days)

Service Address

160 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 79301-74359

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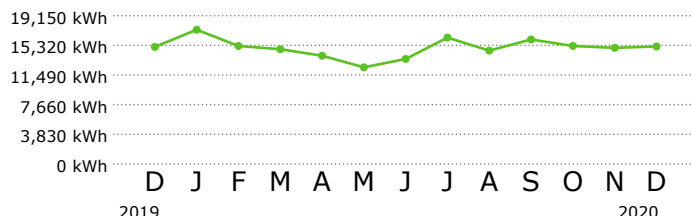
Meter Summary

Meter reading - Meter KT38313 Next meter reading Jan 12, 2021	
Current reading	08273
Previous reading	-08020
kWh constant	x 60
kWh used	15180
Demand reading	.68
KW constant	x 60.00
Demand KW	41

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Dec 11, 2020	Nov 12, 2020	Dec 12, 2019
kWh Used	15180	15000	15120
Service days	29	30	30
kWh/day	523	500	504
Amount	\$1,210.76	\$1,190.82	\$1,261.39

Energy Usage History



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Important Numbers

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Hearing/speech impaired: 711 (Relay Service)



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**THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.**

Amount of your last bill	\$1,210.76
Payments	-\$1,210.76
New charges due by Feb 2, 2021	\$1,660.19
Total amount you owe	\$1,660.19

FPL automatic bill pay - DO NOT PAY

Amount of your last bill	1,210.76
Payment received - Thank you	-1,210.76
Balance before new charges	\$0.00

NEW CHARGES

Rate: GSD-1 GENERAL SERVICE DEMAND	
Customer charge:	\$26.48
Non-fuel: (\$0.023540 per kWh)	\$464.68
Fuel: (\$0.024490 per kWh)	\$483.43
Demand: (\$11.30 per KW)	\$644.10

Electric service amount **1,618.69**

Gross receipts tax 41.50

Taxes and charges **41.50**

Total new charges **\$1,660.19**

Total amount you owe **\$1,660.19**

Jan 12, 2021 Electric Bill

For: Dec 11, 2020 to Jan 12, 2021 (32 days)

Service Address

160 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 79301-74359

Questions? Contact Us

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Meter Summary

Meter reading - Meter KT38313 Next meter reading Feb 11, 2021

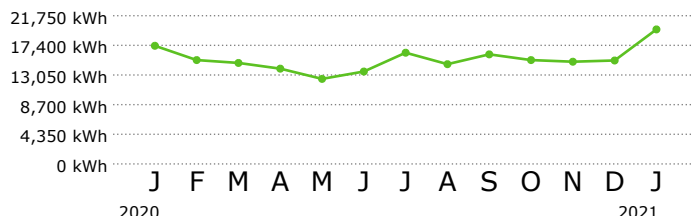
Current reading	08602
Previous reading	-08273

kWh constant	x 60
kWh used	19740
Demand reading	.95
KW constant	x 60.00
Demand KW	57

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Jan 12, 2021	Dec 11, 2020	Jan 14, 2020
kWh Used	19740	15180	17340
Service days	32	29	33
kWh/day	616	523	525
Amount	\$1,660.19	\$1,210.76	\$1,319.90

Energy Usage History



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THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.

Amount of your last bill	\$13.85
Payments	-\$13.85
New charges due by Nov 3, 2020	\$16.36
Total amount you owe	\$16.36

FPL automatic bill pay - DO NOT PAY

Amount of your last bill	13.85
Payment received - Thank you	-13.85
Balance before new charges	\$0.00

NEW CHARGES

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Customer charge: \$10.62

Non-fuel: (\$0.065270 per kWh) \$3.98

Fuel: (\$0.022160 per kWh) \$1.35

Electric service amount **15.95**

Gross receipts tax 0.41

Taxes and charges **0.41**

Total new charges **\$16.36**

Total amount you owe **\$16.36**

Oct 13, 2020 Electric Bill

For: Sep 14, 2020 to Oct 13, 2020 (29 days)

Service Address

154 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 07786-54350

Questions? Contact Us

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Meter Summary

Meter reading - Meter ACD3516 Next meter reading Nov 12, 2020

Current reading 04227

Previous reading -04166

kWh used 61

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Oct 13, 2020	Sep 14, 2020	Oct 14, 2019
kWh Used	61	33	176
Service days	29	32	32
kWh/day	2	1	6
Amount	\$16.36	\$13.85	\$27.23

Energy Usage History



Keep In Mind

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Worry-free solar

No upfront cost, contracts, installation, maintenance, and, no worries with FPL SolarTogether.
[Sign up](#)

Useful Links

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[Energy News](#)
[View back of the bill](#)

Important Numbers

Customer Service:	1-800-375-2434
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)



FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

THE RIVERS EDGE COMMUNITY DEVELOPMENT
DISTRICT
C/O ATTN GMS
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092

THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.

Amount of your last bill	\$16.36
Payments	-\$16.36
New charges due by Dec 3, 2020	\$15.83
Total amount you owe	\$15.83
FPL automatic bill pay - DO NOT PAY	

Amount of your last bill	16.36
Payment received - Thank you	-16.36
Balance before new charges	\$0.00

NEW CHARGES

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Customer charge: \$10.62

Non-fuel: (\$0.065270 per kWh) \$3.59

Fuel: (\$0.022160 per kWh) \$1.22

Electric service amount **15.43**

Gross receipts tax 0.40

Taxes and charges **0.40**

Total new charges **\$15.83**

Total amount you owe **\$15.83**

Nov 12, 2020 Electric Bill

For: Oct 13, 2020 to Nov 12, 2020 (30 days)

Service Address

154 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 07786-54350

Questions? Contact Us

Reliable energy is affordable energy.

Learn how we save you money at fpl.com/savings

Meter Summary

Meter reading - Meter ACD3516 Next meter reading Dec 11, 2020

Current reading 04282

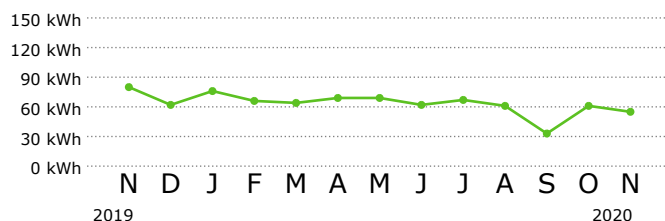
Previous reading -04227

kWh used 55

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Nov 12, 2020	Oct 13, 2020	Nov 12, 2019
kWh Used	55	61	80
Service days	30	29	29
kWh/day	2	2	3
Amount	\$15.83	\$16.36	\$18.22

Energy Usage History



Keep In Mind

- Payment received after February 02, 2021 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after November 23, 2020. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.

We're here to help

If you're experiencing hardship as a result of the coronavirus (COVID-19) and need help with your bill, there are resources available.
[Learn more](#)

Help your neighbors

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Download the app

Your fingerprint will give you instant, secure access to outage and billing info.
[Download now](#)

Useful Links

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[Energy News](#)
[View back of the bill](#)

Important Numbers

Customer Service:	1-800-375-2434
Outside Florida:	1-800-226-3545
To report power outages:	1-800-4OUTAGE (468-8243)
Hearing/speech impaired:	711 (Relay Service)



FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

THE RIVERS EDGE COMMUNITY DEVELOPMENT
DISTRICT
C/O ATTN GMS
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092

**THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.**

Amount of your last bill	\$15.83
Payments	-\$15.83
New charges due by Jan 4, 2021	\$15.56
Total amount you owe	\$15.56

FPL automatic bill pay - DO NOT PAY

Amount of your last bill	15.83
Payment received - Thank you	-15.83
Balance before new charges	\$0.00

NEW CHARGES

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Customer charge: \$10.62

Non-fuel: (\$0.065270 per kWh) \$3.40

Fuel: (\$0.022160 per kWh) \$1.15

Electric service amount **15.17**

Gross receipts tax 0.39

Taxes and charges **0.39**

Total new charges **\$15.56**

Total amount you owe **\$15.56**

Dec 11, 2020 Electric Bill

For: Nov 12, 2020 to Dec 11, 2020 (29 days)

Service Address

154 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 07786-54350

Questions? Contact Us

Reliable energy is affordable energy.

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Meter Summary

Meter reading - Meter ACD3516 Next meter reading Jan 12, 2021

Current reading 04334

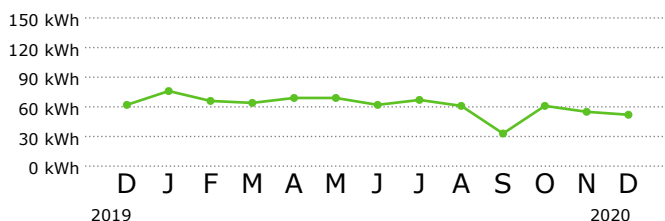
Previous reading -04282

kWh used 52

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Dec 11, 2020	Nov 12, 2020	Dec 12, 2019
kWh Used	52	55	62
Service days	29	30	30
kWh/day	2	2	2
Amount	\$15.56	\$15.83	\$16.59

Energy Usage History



Keep In Mind

- Payment received after March 04, 2021 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after December 22, 2020. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- The Florida Public Service Commission has approved annual adjustments to the fuel and non-fuel components of your bill that will take effect in January. To learn more about your energy bill, visit FPL.com/rates.

Updates to your bill

Annual adjustments to the fuel and non-fuel components of your bill will take effect in January.

[Learn more](#)

We're here to help

If you're experiencing hardship as a result of the coronavirus (COVID-19) and need help with your bill, there are resources available.

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Useful Links

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[Energy News](#)

[View back of the bill](#)

Important Numbers

Customer Service:

1-800-375-2434

Outside Florida:

1-800-226-3545

To report power outages:

1-800-4OUTAGE (468-8243)

Hearing/speech impaired:

711 (Relay Service)



FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

THE RIVERS EDGE COMMUNITY DEVELOPMENT
DISTRICT
C/O ATTN GMS
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092

**THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT:
Here's what you owe for this billing period.**

Amount of your last bill	\$15.56
Payments	-\$15.56
New charges due by Feb 2, 2021	\$16.89
Total amount you owe	\$16.89
FPL automatic bill pay - DO NOT PAY	

Amount of your last bill	15.56
Payment received - Thank you	-15.56
Balance before new charges	\$0.00

NEW CHARGES

Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS

Customer charge: \$10.61

Non-fuel: (\$0.065570 per kWh) \$4.27

Fuel: (\$0.024490 per kWh) \$1.59

Electric service amount **16.47**

Gross receipts tax 0.42

Taxes and charges **0.42**

Total new charges **\$16.89**

Total amount you owe **\$16.89**

Jan 12, 2021 Electric Bill

For: Dec 11, 2020 to Jan 12, 2021 (32 days)

Service Address

154 RIVERGLADE RUN
SAINT JOHNS, FL 32259
HSMITH@GMSTNN.COM

Account Number 07786-54350

Questions? Contact Us

Reliable energy is affordable energy.

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Meter Summary

Meter reading - Meter ACD3516 Next meter reading Feb 11, 2021

Current reading 04399

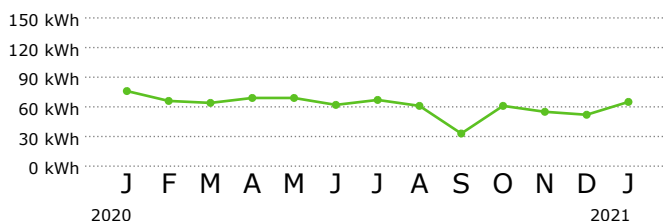
Previous reading -04334

kWh used 65

Energy Usage Comparison

	This Month	Last Month	Last Year
Service to	Jan 12, 2021	Dec 11, 2020	Jan 14, 2020
kWh Used	65	52	76
Service days	32	29	33
kWh/day	2	2	2
Amount	\$16.89	\$15.56	\$17.60

Energy Usage History



Keep In Mind

- Payment received after April 02, 2021 is considered LATE; a late payment charge of 1% will apply.
- The amount due on your account will be drafted automatically on or after January 23, 2021. If a partial payment is received before this date, only the remaining balance due on your account will be drafted automatically.
- You'll be introduced next month to a new bill design. All the same information will be there, just in a more streamlined layout - with a new graph to easily track and compare your energy usage. Get a preview now at FPL.com/NewBill

New bill design

You will see a new and simplified bill layout next month.

[Get a preview](#)

We're here to help

If you're experiencing hardship as a result of the coronavirus (COVID-19) and need help with your bill, there are resources available.

[Learn more](#)

Help your neighbors

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Useful Links

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[Energy News](#)

[View back of the bill](#)

Important Numbers

Customer Service:

1-800-375-2434

Outside Florida:

1-800-226-3545

To report power outages:

1-800-4OUTAGE (468-8243)

Hearing/speech impaired:

711 (Relay Service)

Sterling Specialties, Inc

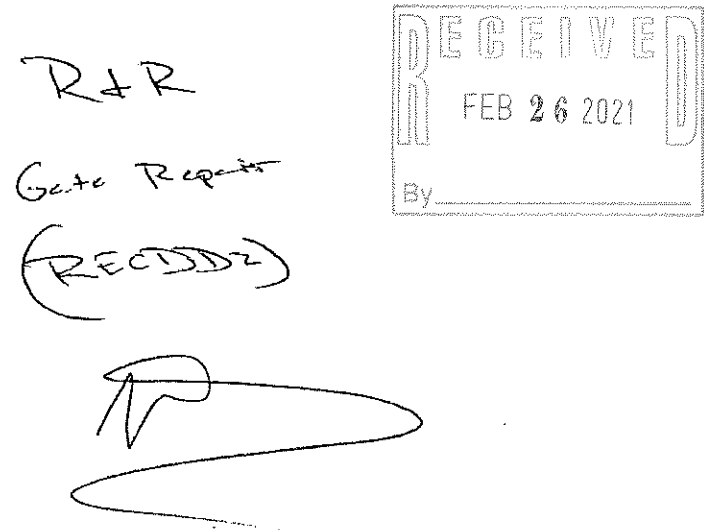
7000 US Highway 1 North, Ste 601
 St. Augustine, FL 32095
 Phone: 904-829-5006
 Fax: 904-829-5008

P.O. Number	Date	Invoice #
	2/16/2021	11496

Bill To
RECDD2 475 West Town Place Suite 114 St. Augustine, FL 32092

Project Location
Rivertown RiverClub Gates Per: Zach Davidson

1-32-572-60
 71

Description	Amount
Repair (2) Aluminum gates at RiverClub Trip and Labor charge <div style="text-align: center;">  <p>RECEIVED FEB 26 2021 By _____</p> </div>	250.00

E-mail
shelia@sterlingspecialtiesinc.com

Total	\$250.00
Payments/Credits	\$0.00
Total Balance Due	\$250.00



Turner Pest Control

Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305
www.turnerpest.com

Service Slip/Invoice

INVOICE: 7205536
DATE: 1/11/2021
ORDER: 7205536

Bill To: [275347]

Rivers Edge CDD
Jason Davidson
475 West Town Place
Suite 114
Saint Augustine, FL 32092-3648

Work

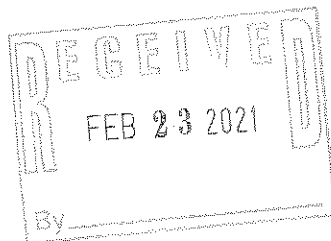
Location: [275347] 904-679-5733

RiverClub(RECDD 2)
Jason Davidson
160 Riverglade Run
Saint Johns, FL 32259

1.32.572.435
11

Work Date	Time	Target Pest	Technician	Time In
1/11/2021	01:25 PM	ANTS, FIRE ANT, MICE,		01:25 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	2/22/2021		01:30 PM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	99.75
		SUBTOTAL \$99.75
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$99.75
		AMOUNT DUE \$99.75



TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.



Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305
www.turnerpest.com

Service Slip/Invoice

INVOICE: 7266342
DATE: 2/22/2021
ORDER: 7266342

Bill To: [275347]

Rivers Edge CDD
Jason Davidson
475 West Town Place
Suite 114
Saint Augustine, FL 32092-3648

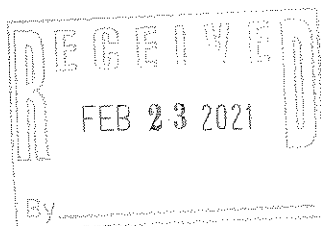
Work Location: [275347] 904-679-5733

RiverClub(RECDD 2)
Jason Davidson
160 Riverglade Run
Saint Johns, FL 32259

1.32.572.435
11

Work Date	Time	Target Pest	Technician	Time In
2/22/2021	09:17 AM	ANTS, FIRE ANT, MICE,		09:17 AM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	2/22/2021		09:39 AM

Service	Description	Price
CPCM	Commercial Pest Control - Monthly Service	99.75
		SUBTOTAL \$99.75
		TAX \$0.00
		AMT. PAID \$0.00
		TOTAL \$99.75
		AMOUNT DUE \$99.75



TECHNICIAN SIGNATURE

CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.



Invoice

Invoice #: 0303B

Date: 03/01/2021

Customer PO:

DUE DATE: 03/31/2021

BILL TO

Rivers Edge CDD II
475 West Town Place, Suite 114
Saint Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract March 2021

AMOUNT

\$15,034.83

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$15,034.83



Invoice

Invoice #: 4468

Date: 12/31/20

Customer PO:

DUE DATE: 01/30/2021

BILL TO

Rivers Edge CDD II
475 West Town Place, Suite 114
St. Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#4045 - RiverClub Pool Entrance

This is to revamp existing landscape on both sides of building leading up to pool deck.
Remove Hollies from around pool equipment and replace with wax myrtle.

AMOUNT

Landscape Enhancement

\$4,689.27

Invoice Notes:

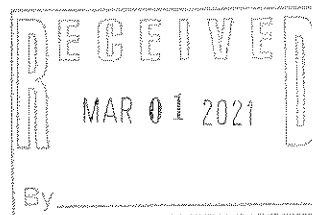
Thank you for your business!

AMOUNT DUE THIS INVOICE

\$4,689.27

Landscape

(RECD 2)



1-32-512-461
51



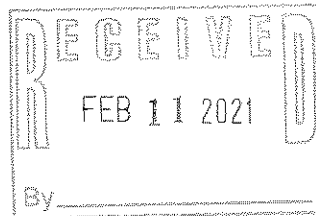
Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 379853
Date 1/31/2021
Terms Net 30
Due Date 2/28/2021
Memo

Bill To

Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092



Description	Quantity	Rate	Amount
Billable Expenses			
BUDZINSKI - Staples; Paper and Laminating Sheets (RECDD II) <i>OS</i>			55.71
BUDZINSKI - Publix; Visa Gift Card prizes for Trivia Night winners (RECDD II) <i>SE</i>			165.85
BUDZINSKI - Staples; Office Supplies (RECDD II) <i>OS</i>			38.99
J.DAVIDSON - Amazon-Janitorial Supplies (RECDD II) <i>RR</i>			25.50
J.DAVIDSON - Constant Contact-Eblast (50% RECDD I; 50% RECDD II) <i>OS</i>			35.00
(Receipt total \$70)			
Z. DAVIDSON - Faucetdepot.com-New crown sensor for faucet (RECDD2) <i>RR</i>			238.58
Z. DAVIDSON - Home Depot-spiderweber, pole, door lock for office (RECDD2) <i>RR</i>			158.37
Z. DAVIDSON - UPS-Shipping cost for firepit module (RECDD2) <i>RR</i>			54.83
Z. DAVIDSON - Pinch A Penny-pool regants (RECDD2) <i>RR</i>			35.43
Z. DAVIDSON - Home Depot-door stop and drill bit (RECDD2) <i>RR</i>			13.87
Z. DAVIDSON - Under Pressure-New pressure washer (RECDD2)(Receipt <i>RR</i>			799.78
total \$1666.20)			
Total Billable Expenses			1,621.91

10

Total \$1,621.91



Shipping & Delivery Information Accounting Information Payment Information Order Summary Status: Submitted

Order Number: 7323435835

Placed on: January 27, 2021

Status: Submitted

Shipping & Delivery

Jason Davidson
SAINT JOHNS
RIVERS EDGE CDD
140 LANDING ST
SAINT JOHNS, FL 32259 US
904-440-5668

Accounting

Budget Center

PO

PO Release

Payment

Credit card
AMEX
xxxx-xxxx-xxxx-3956

Expiration date
06/2024

Order Summary

Items (2)	\$55.71
Pretax subtotal	\$55.71
Total	\$55.71

2 items purchased

Expected delivery by January 28, 2021

Scotch™ Thermal Laminating Pouches, Letter Size, 100 Pouches (TP3854-100WM)

Item #: 2121406 | MFR Item #: TP3854100

1 @ \$22.72 100/PK	<u>\$22.72</u>
	\$22.72

TRU RED™ Copy Paper, 8.5" x 11", 20 lbs., White, 500 Sheets/Ream, 10 Reams/Carton (TR56958)

Item #: 135848 | MFR Item #: 135848/TR56958 | CIN #: 135848

1 @ \$32.99 5000/CT	<u>\$32.99</u>
	\$32.99

Publix

Julington Village
450 SR 13, North STE 109
Jacksonville, FL 32259
Store Manager: Wes Oliver
904-230-3201

VISA VARIABLE	75.00
Account #XXXXXXXXXXXX5657	
GIFT CARD SVC FEE	6.95
VISA \$25	25.00
Account #XXXXXXXXXXXX1089	
GIFT CARD SVC FEE	3.95
VISA \$50	50.00
Account #XXXXXXXXXXXX7413	
GIFT CARD SVC FEE	4.95

Order Total	165.85	
Sales Tax	0.00	
Grand Total	165.85	
Credit	Payment	165.85
Change		0.00

PRESTO!

Trace #: 079643
Reference #: 0144038346
Acct #: XXXXXXXXXXXX3956
Purchase American Express
Amount: \$165.85
Auth #: 815727

CREDIT CARD	PURCHASE
A000000025010801	AMERICAN EXPRESS
Entry Method:	Chip Read
Mode:	Issuer

Your cashier was Rachel

01/21/2021 12:13 S0716 R107 8338 C0244

Together, we'll get through this.
Get the latest updates at
publix.com/coronavirus.

Publix Super Markets, Inc.



Item#	Item Description	Price	Quantity	Subtotal
710149	Avery 8ig Tab Insertable Plastic Dividers, 5-Tab, Two Tone, Set (11982)	\$4.79	1	\$4.79

Method of payment	Merchandise Total:	\$196.80
AMEX ending in *3956 - \$196.80	Total:	\$196.80

CHARGED
Items(s) Shipped

Item#	Item Description	Price	Quantity	Subtotal
978300	Swingline® ClassicCut® Lite Guillotine Trimmer, 12" Cut Length, 10 Sheet Capacity, Gray (9312)	\$38.99	1	\$38.99

Method of payment	Merchandise Total:	\$38.99
AMEX ending in *3956 - \$38.99	Total:	\$38.99

**Details for Order #113-9137156-2807434**

Print this page for your records.

Order Placed: January 28, 2021**Amazon.com order number:** 113-9137156-2807434**Order Total: \$25.50****Not Yet Shipped****Items Ordered**

2 of: *Swiffer WetJet Hardwood Floor Cleaner Spray Mop Pad Refill, Multi Surface, 24 Count*

Sold by: Amazon.com Services LLC

Condition: New

Price

\$11.97

Shipping Address:

Jason Davidson
140 LANDING ST
SAINT JOHNS, FL 32259-8763
United States

Shipping Speed:

One-Day Shipping

Payment information**Payment Method:**

American Express | Last digits: 1299

Item(s) Subtotal: \$23.94

Shipping & Handling: \$0.00

Billing address

Jordanna Davidson
147 S TWIN MAPLE RD
ST AUGUSTINE, FL 32084-8373
United States

Total before tax: \$23.94

Estimated tax to be collected: \$1.56

Grand Total: \$25.50

To view the status of your order, return to [Order Summary](#).

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2021, Amazon.com, Inc. or its affiliates

[Print](#)**Billing Activity - Invoices*****Vesta****Attn: Jason Davidson**245 Riverside Ave**Suite 250**Jacksonville FL 32202**US**P: 9046795523****Today's Date: 02/01/2021******User Name: rivertown_community*****Invoices from 12/01/2020 to 01/01/2021**

Date	Description	Charge Amount	Credit Amount
12/02/2020	Invoice #320628690	\$70.00	

Billing questions? [Contact Support](#)

Constant Contact - 1601 Trapelo Road - Waltham, MA 02451 US

Order #75912138

Status: Order Received

Purchased On: FaucetDirect.Com

Placed On: 1/7/2021

Shipping

Zach Davidson

*** ***** **

St Johns, FL 32259

__****

Standard Delivery

Payment

Zach Davidson

*** ***** ***

Jacksonville, FL 32202

__****

(1752) - \$238.58

No Image
Available

Sloan Crown Kit (Basic) EFX-8XX \$224.02

Model: 3324160

\$224.02 (Qty. 1)

Subtotal:	\$224.02
Shipping:	\$0.00
Tax:	\$14.56
Grand Total:	\$238.58



**How doers
get more done.**

230 DURBIN PAVILION DRIVE
ST. JOHNS, FL 32259 (904)417-4600

1324 00001 81123 01/25/21 01:52 PM
SALE CASHIER KRISTA

761475978316 COB WEB DUST <A> 8.97
UNGER COB WEB DUSTER
761475972925 6' POLE <A> 19.99
UNGER ALUMINUM TELESCOPIC POLE 6FT
043156901159 KEYPAD LEVER <A> 119.00
SCHLAGE KEYLESS CAM X ACCENT SN

SUBTOTAL 147.96
TAX + PIF 10.41
TOTAL \$158.37

XXXXXXXXXXXX1752 AMEX USD\$ 158.37

AUTH CODE 821004/7014136 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

1324 01/25/21 01:52 PM



1324 01 81123 01/25/2021 1699

PIF NOTICE

THE TAX ON YOUR RECEIPT CONTAINS A 0.50%
PUBLIC INFRASTRUCTURE FEE, PAYABLE TO
THE DPI COMMUNITY DEVELOPMENT DISTRICT.
THE FEE IS COLLECTED AND USED TO FINANCE
PUBLIC IMPROVEMENTS IN THE DISTRICT.
THIS FEE IS NOT A TAX AND IS CHARGED IN
ADDITION TO SALES TAX. THIS FEE BECOMES
PART OF THE SALES PRICE AND IS SUBJECT
TO SALES TAX.

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A	1	180 07/24/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HTJ 163859 162536
PASSWORD: 21075 162535

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

The UPS Store - #6113
52 Tuscan Way
Ste 202
St Augustine, FL 32092
(904) 940-0055

01/21/21 04:58 PM

We are the one stop for all your
shipping, postal and business needs.

We offer all the services you need
to keep your business going.



OC1 001040 (001) TO \$ 54.83
Ground Commercial
Tracking# 1Z2A33874212773631

SubTotal \$ 54.83
Total \$ 54.83

AMERICAN EXPRESS \$ 54.83
ACCOUNT NUMBER * *****1752
Appr Code: 884350 (I) Sale

ENTRY METHOD: ChipRead
MCDE: Issuer
AID: A000000025010801
TVR: 0800008000
TSI: F800
AC: 8D70E18B38D143B9
ARC: 00

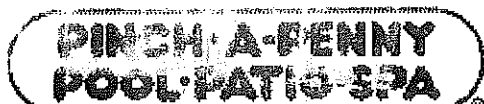
Receipt ID 83133938238324888775 001 Items
CSH: ETHAN Tran: 0127 Reg: D01

PCST A GOOGLEREVIEW FOR THE UPSSTORE 6113
WE APPRECIATE YOUR BUSINESS

Whatever your business and personal
needs, we are here to serve you.

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great offers and resources.

www.theupsstore.com/signup



The Perfect People For A Perfect Pool



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For Our Special Offers!

Pinch A Penny 140
625 State Road 13
St. Johns, FL 32259
Phone: 904-230-9299

Sales Receipt

Transaction #: 752082
Account #: 9044405668
Date: 1/13/2021 Time: 10:43:31 AM
Cashier: Tanner Colfield Register #: 7

BILL TO: JMSOR 00010500

Ref#:100552676K06/M2000AYFCR0E1341

Item	Description	Amount
09921073	TAYLOR HGT. #2 DPO 2.02	\$12.99
09922006	TAYLOR HGT. #1 DPO 2.02	\$12.99
09921107	TAYLOR HGT. #3 DPO 1.75	\$7.29

Sub Total \$33.27
Sales Tax \$2.16
Total \$35.43

SIDE TERMINAL Tendered \$35.43
Change Due \$0.00

ACCT: *****1752
APP NAME: AMEX
AID: A0000000250108
ARQC: LEAF62CAA99196A4
ENTRY: Chip
APPROVAL: 8009122

VERIFICATION: Signature



* 9 0 4 4 4 0 5 6 6 8 *



**How doers
get more done.**

230 DURBIN PAVILION DRIVE
ST. JOHNS, FL 32259 (904)417-4600

1324 00051 03072 01/12/21 11:02 AM
SALE SELF CHECKOUT

030699135592 DOORSTOP <A> 4.98
DOORSTOP, ADJ. SC
045242517565 SDS 5/16X6 <A> 7.97
MILWAUKEE SDS BIT 5/16" X 4" X 6"

SUBTOTAL 12.95
TAX + PIF 0.92
TOTAL \$13.87

XXXXXXXXXXXX1752 AMEX USD\$ 13.87

AUTH CODE 872438/0514263 TA
Chip Read
AID A000000025010801 AMERICAN EXPRESS

1324 01/12/21 11:02 AM



PIF NOTICE
THE TAX ON YOUR RECEIPT CONTAINS A 0.50%
PUBLIC INFRASTRUCTURE FEE, PAYABLE TO
THE DPI COMMUNITY DEVELOPMENT DISTRICT.
THE FEE IS COLLECTED AND USED TO FINANCE
PUBLIC IMPROVEMENTS IN THE DISTRICT.
THIS FEE IS NOT A TAX AND IS CHARGED IN
ADDITION TO SALES TAX. THIS FEE BECOMES
PART OF THE SALES PRICE AND IS SUBJECT
TO SALES TAX.

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 180 07/11/2021

Due to COVID-19, we have extended our
returns policy for most items.
Please see homedepot.com for details.

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

(Opine en español)

www.homedepot.com/survey

Use ID: H89 7757 6484
PASSWORD: 21062 6433

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

UNDER FIRE SALE

8901 2844 ILVD

JACKSONVILLE, FL 32216

01/27/2021

11:32:17

CREDIT CARD

ALL IN SALE

Card # XXXXXXXXX 752

Chip Card: AMERICAN EXPRESS

ATID: 1000000025011031

SEQ #: 10

Batch #: 1512

INVOICE 11

Approval Code: 07:257

Entry Method: Chip Read

Mode: Issuer

SALE AMOUNT \$1656.20

CUSTOMER COPY

UNDER PRESSURE SALES, INC.

8211 BEACH BLVD.
JACKSONVILLE, FL 32216

Sales Receipt

DATE	SALE NO.
1/27/2021	221625

SOLD TO

RiverTown

CHECK NO.

PAYMENT METHOD

REP

PO #

American Express

BH

QTY	ITEM	DESCRIPTION	RATE	CLASS	AMOUNT
1	B-4040HC	13 HP HONDA 4000 PSI @ 4.0 GPM COMET PUMP BELT DRIVE BANDIT W/3296 & 5346 ACC KITS SERIAL #16794323	1,549.95	Jacksonville	1,549.95T

NEW MACHINES ARE COVERED UNDER MANUFACTURE'S WARRANTY.
NO WEAR PARTS. 90 DAYS OUT OF STORE ON WEAR PARTS.
EXCLUDING MISUSE OF PRODUCT AND OR RAN OFF A WELL.

Subtotal \$1,549.95

Sales Tax (7.5%) \$116.25

Total \$1,666.20

Recieved By:

Phone #

904-721-1410

Fax #

904-721-1414

Web Site

www.underpressuresales.com



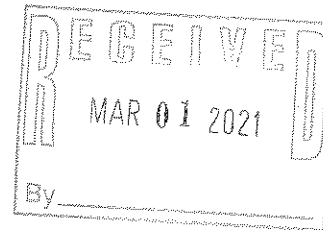
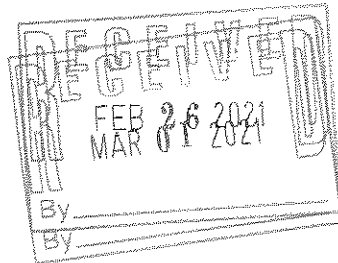
Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 380493
Date 3/1/2021
Terms Net 30
Due Date 3/31/2021
Memo Rivers Edge CDDII

Bill To

Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092



Description	Quantity	Rate	Amount
Field Operations Manager	1		2,639.38
General & Lifestyle Manager	1		5,428.96
Hospitality Services	1		9,366.67
Community Maintenance Staff	1		3,500.00
Pool Maintenance	1		1,518.75
Janitorial Maintenance	1		1,344.37

Thank you for your business.

10

Total \$23,798.13