

Rivers Edge II
Community Development District

April 21, 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

April 14, 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, April 21, 2021 at 10:00 a.m.** at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida. Following is the agenda for the meeting:

Audit Committee Meeting

- I. Call to Order
- II. Review and Ranking of Proposals for Audit Services
- III. Other Business
- IV. Adjournment

Board of Supervisors Meeting

- I. Call to Order
- II. Public Comment
- III. Financing Matters
 - A. Consideration of Completion Agreement
 - B. Consideration of True-Up Agreement
 - C. Consideration of Collateral Assignment and Assumption Agreement
 - D. Consideration of Declaration of Consent
 - E. Consideration of Supplemental Assessment Resolution 2021-06
 - F. Consideration of Ancillary Financing Matters
- IV. Consideration of Acquisition of Improvements for Series 2021 Project
- V. Approval of the Minutes of the March 17, 2021 Meeting
- VI. Acceptance of the Audit Committee's Recommendation
- VII. Consideration of Proposal for Painting Longleaf Pine Entrance Tower
- VIII. Consideration of RainBird Proposals
- IX. Consideration of Grass Carp Stocking Proposals
- X. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. General Manager – Report
 - E. Landscape Report – Report
- XI. Other Business

XII. Financial Reports

- A. Balance Sheet and Income Statement
- B. Approval of Check Register
- C. Consideration of Funding Request No. 29

XIII. Supervisors' Requests and Audience Comments

XIV. Next Scheduled Meeting – May 19, 2021 at 10:00 a.m. at the RiverTown Amenity Center

XV. Adjournment

Just prior to the Board of Supervisors meeting will be an audit committee meeting for the purpose of ranking proposals for audit services. Copies of the audit proposals and ranking sheet will be provided in a separate package.

The third order of business is financing matters. Enclosed for your review and approval are the completion agreement, true-up agreement, collateral assignment and assumption agreement, declaration of consent, and supplemental assessment resolution.

The fourth order of business is consideration of acquisition of improvements for Series 2021 project. Any backup documentation for this item will be provided under separate cover.

Enclosed under the fifth order of business is a copy of the minutes of the March 17, 2021 Board of Supervisors meeting for your review and approval.

The seventh order of business is consideration of proposal for painting Longleaf Pine entrance tower. A copy of the proposal is enclosed for your review and approval.

The eighth order of business is consideration of RainBird proposals. Copies of the proposals are enclosed for your review and approval.

The ninth order of business is consideration of grass carp stocking proposals. Copies of the proposals are enclosed for your review and approval.

Enclosed under the twelfth order of business are copies of the financial reports, check register, and funding request number 29 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
April 21, 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

Audit Committee Meeting

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- II. Review and Ranking of Proposals for Audit Services
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Board of Supervisors Meeting

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 - A. Balance Sheet and Income Statement
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- XIII. Supervisors' Requests and Audience Comments
- XIV. Next Scheduled Meeting – May 19, 2021 at 10:00 a.m. at the RiverTown Amenity Center
- XV. Adjournment

THIRD ORDER OF BUSINESS

A.

**AMENDMENT TO THE AGREEMENT BETWEEN RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT AND MATTAMY JACKSONVILLE LLC,
REGARDING THE COMPLETION OF DISTRICT IMPROVEMENTS**

THIS AMENDMENT TO THE COMPLETION AGREEMENT (the “**Amendment**”) is made and entered into this 23rd day of April, 2021, by and between:

Rivers Edge II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and

Mattamy Jacksonville LLC, a foreign limited liability company, the primary owner of lands within the boundary of the District, and whose address is 4901 Vineland Road, Suite 450, Orlando, FL 32811 (the “**Landowner**” and together with the District, the “**Parties**”).

RECITALS

WHEREAS, the Parties previously entered into that certain *Agreement Regarding the Completion of District Improvements*, dated May 22, 2020, attached hereto as **Exhibit A** (“**Original Agreement**”); and

WHEREAS, the Parties desire to amend the Original Agreement to provide for the construction, acquisition and financing of the improvements by the District through the issuance of additional series of bonds, including but not limited to the Series 2020 Bonds previously issued by the District and the Series 2021 Bonds which bonds are anticipated to provide the financing for a portion of the Improvements as defined in the Original Agreement; and

WHEREAS, in the event that the District does not issue future bonds, including but not limited to the Series 2021 Bonds, or in the event the future bonds issued by the District are insufficient to complete the Improvements or reimburse the Landowner for the same, the Landowner will make provision for any additional funds that may be needed for the completion of the Master Project including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs as set forth herein and in the Original Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Landowner agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. COMPLETION OF IMPROVEMENTS. The Landowner and District agree that should the District be unable to complete the Master Project with future bond issuances, including the

Series 2020 Bonds and the anticipated Series 2021 Bonds, without limitation, the Landowner agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Master Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the “**Remaining Improvements**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Landowner hereby acknowledge and agree that this Amendment and the Original Agreement constitute the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the District. The Landowner hereby acknowledges and agrees that the District is under no obligation to issue bonds now or in the future, including the Series 2021 Bonds, and nothing in this Agreement shall be construed to obligate the District to issue bonds.

3. **Terms and Conditions Confirmed.** All other terms and conditions of the Original Agreement are hereby confirmed, ratified and remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: Jacob O’Keefe
Its: Chairman

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Witness

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

Exhibit A: Original Agreement

Exhibit A
Original Agreement

**AGREEMENT BETWEEN THE RIVERS EDGE II COMMUNITY DEVELOPMENT
DISTRICT AND MATTAMY JACKSONVILLE LLC,
REGARDING THE COMPLETION OF DISTRICT IMPROVEMENTS**

THIS COMPLETION AGREEMENT (the “**Agreement**”) is made and entered into this 22nd day of May, 2020, by and between:

Rivers Edge II Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and

Mattamy Jacksonville LLC, a foreign limited liability company, the primary owner of lands within the boundary of the District, and whose address is 4901 Vineland Road, Suite 450, Orlando, FL 32811 (the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure, including but not limited to roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner and/or developer of certain lands in St. Johns County, Florida, located within the boundaries of the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District (together, the “**Improvements**”), which plan is detailed in the *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019 (the “**Master Improvement Plan Report**”), attached hereto as **Exhibit A** and incorporated herein by this reference; and

WHEREAS, the Improvements described in the Master Improvement Plan Report make up all of the infrastructure improvements necessary to fully develop the real property within the boundaries of the District (the “**Master Assessment Area**”) for an anticipated 1659 units (the “**Master Project**”); and

WHEREAS, the District has imposed a special assessment lien on the Master Assessment Area to secure financing, in part, for the construction of the Improvements for the Master Project; and

WHEREAS, the District intends to fund the Master Project through the use of proceeds from future issuances of capital improvement revenue bonds (the “**Bonds**”); and

WHEREAS, the District presently intends to issue its 7,165,000 Capital Improvement Revenue Bonds, Series 2020, to fund a portion of the Master Project (the “**2020 Bonds**”); and

WHEREAS, the portion of the Master Project to be financed with the 2020 Bonds is as set forth in the *District’s Engineer’s Report Series 2020 Bonds*, dated February 7, 2020 (the “**2020 Engineer’s Report**” and the improvements set forth therein, the “**2020 Project**”); and

WHEREAS, in order to ensure that the Improvements comprising the Master Project are completed and funding is available in a timely manner to provide for their completion, the Landowner and the District hereby agree that, in exchange for the District agreeing to use its proceeds from the 2020 Bonds to construct the Master Project, should the 2020 Bond proceeds be insufficient to complete the Master Project, the Landowner will make provision for any additional funds that may be needed for the completion of the Master Project including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Landowner agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. COMPLETION OF IMPROVEMENTS. The Landowner and District agree that, as long as the District uses its proceeds from the 2020 Bonds to construct the Master Project as described in the Master Improvement Plan Report, as may be amended from time to time, should the District be unable to complete the Master Project with its 2020 Bond proceeds, the Landowner agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Master Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the “**Remaining Improvements**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Landowner hereby acknowledge and agree that this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the District. The Landowner hereby acknowledges and agrees that the District is under no obligation to issue Bonds now or in the future, including the 2020 Bonds, and nothing in this Agreement shall be construed to obligate the District to issue Bonds.

(a) When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Landowner shall provide funds or cause funds to be

provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District's best interests.

(c) Should there be any disagreement between the District and the Landowner regarding the extent of the Improvements making up the Master Project, the District and the Landowner agree that the District Engineer shall make the final determination.

(d) The District and Landowner agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government as is designated in the Master Improvement Plan Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(e) Material changes to the Master Project shall require the prior written consent of the Trustee acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding.

3. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner.

6. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner, both the District and the

Landowner have complied with all the requirements of law, and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

7. **NOTICES.** All notices, requests, consents and other communications under this Agreement (the “Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. **If to District:** Rivers Edge II Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
- With a copy to:** Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jennifer Kilinski
- B. **If to Landowner:** Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, FL 32811
Attn: Leslie Candes

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

8. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Landowner as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

9. **THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation

other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the 2020 Bonds, on behalf of the Majority Owners (as defined in the First Supplemental Indenture, dated as of May 1, 2020) of the 2020 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

10. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Such consent shall not be required in the event of a sale of the majority of the Master Assessment Area subject to the assessments then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

12. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Landowner.

13. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

14. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

15. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages,

if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT
DISTRICT**


Secretary/Assistant Secretary


By: Jason Sessions, Chairman

**MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company**

Witness

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

Exhibit A: Master Improvement Plan Report

if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: Jason Sessions, Chairman

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company



Witness

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

Exhibit A: Master Improvement Plan Report

Exhibit A
Master Improvement Plan Report

Page 7 of 7

**RIVERS EDGE II
COMMUNITY DEVELOPMENT DISTRICT
MASTER IMPROVEMENT PLAN REPORT**

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**

Prosser Ref. No. 113094.70

October 9, 2019

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INTRODUCTION

The Development

RiverTown is a 4,176.53-acre mixed-use master planned development (the "**Development**" or "**RiverTown**") located along the east bank of the St. Johns River, approximately thirty-three 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 ("PRD"). Approved development within RiverTown generally consists of single and multi-family residential, commercial, retail, office, educational, light industrial, and various open space, recreational and park uses. The master development plan and the current expected land uses in the Development are further described in **Exhibit 2** to this report.

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

The Rivers Edge II Community Development District

The Development currently includes two community development districts, Rivers Edge Community Development District ("**Rivers Edge**"), established by Rule 42FFF-1, *Florida Administrative Code*, adopted by the Florida Land and Water Adjudicatory Commission in 2006, as subsequently amended, and Rivers Edge II Community Development District ("**Rivers Edge II**" or "**District**"), established by Ordinance No. 2018-26, by the Board of County Commissioners in and for St. Johns County on June 19, 2018, and effective as of June 22, 2018. For more information regarding Rivers Edge, please review the Rivers Edge CDD website at www.riversedgecdd.com, contact the professionals listed thereon or see **Exhibit 3** attached showing the District boundary.

PURPOSE AND SCOPE OF IMPROVEMENTS

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

What follows is a description of the master infrastructure improvements that comprise the District's Master Improvement Plan. A summary of the costs associated with each category of master improvements is attached hereto as Table 1.

Master Roadway Improvements

Major Collector Roadway – County Road 223 (Remaining Portion of Phase I & Phase II)

County Road 223 consists of approximately 3 miles of roadway to be completed in two phases. Phase I will consist of a two-lane undivided urban section with improvements for turn lanes at the north and south intersections. A portion of the Phase I improvements were completed by Rivers Edge CDD. This portion of Phase I improvements are not part of the District's Master Improvement Plan; however, completion of the remaining portion of County Road 223 is part of the Master Improvement Plan. Final construction has been put on hold pending further development within the District. Phase II will consist of constructing another two-lane urban section, with median, to complete the four-lane urban section with median.

Minor Collector Roadways – Keystone Corners

Keystone Corners will serve as a secondary access point into the RiverTown Development from CR244 (Longleaf Pine Parkway). It will extend to the west from the existing traffic signal located at CR 244 over to the existing intersection at Orange Branch Trail within the phase known as the "Garden District." This two-lane roadway will provide access to the development parcels to the north and south within this portion of the District. Multi-use paths for pedestrians, bicyclists and golf carts will run parallel to the roadway. Improvements in this category also include District-installed and maintained landscape and irrigation with reclaimed water. This improvement category also includes utility improvements that will serve as the major trunk line system throughout the District.

Master Drainage Improvements

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

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

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

This category includes stormwater collection systems (drainage inlets, pipes, etc.) and stormwater ponds that will support the collector and local roadways throughout the District. Conceptual master drainage improvements are shown on **Exhibit 4**.

Master Recreation

RiverClub Amenity

Serving as the anchor amenity along the banks of the St. Johns River, the RiverClub Amenity provides District residents with a unique amenity experience. The RiverClub Amenity features a 9,000 square foot building that houses a café, game room, restrooms and dining area. Other features include a zero-entry pool, riverfront boardwalk along the St. Johns River, kayak storage building, outdoor pavilion, playground, outdoor pavilion and fire pit. This amenity serves as the second facility within RiverTown for residents to enjoy outdoor recreational activities along the St. Johns River. Construction started on this facility in June 2016 and was completed in March 2018. The building is fully operational.

Neighborhood Pocket Parks

The District lands along the St. Johns River and existing preserved wetlands provide a unique experience for residents to engage in outdoor activities. In order to support the surrounding environmental benefits of the District, the Master Developer is designing neighborhood pocket parks that will consist of children's areas, recreational play fields, dog parks and trails. This category represents all work related to a minimum of 4 neighborhood pocket parks within District. Work may include hardscape (pavers, benches, shade pavilions, play features, etc.), landscape and irrigation improvements to serve the community within this improvement category. These neighborhood parks are part of the master recreation components and provide a special benefit to all residents in the District as master recreational amenities.

Future Amenity

Over the course of the development of the District, additional amenity facilities are anticipated to serve the residents of the District. This improvement category may include an amenity building, shade pavilion, pool, hardscape improvements, athletic courts, landscape, irrigation, play features or any such appurtenance that will serve as a future recreational amenity to the residents of the District.

Master Landscape

This category represents all work related to the community entry and landscaping along Longleaf Pine Parkway including new monumentation and signage at the east end of Keystone Corners. The entry feature at Keystone Corners will consist of small tower structures, walls, signage, lighting, lake fountains, landscape and irrigation. This category also includes all future lands that will be owned and maintained by the District such as common areas, buffers and open spaces. All work related to the entry sequence is included within this description.

STATUS OF CONSTRUCTION

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

<u>Proposed Land Use</u>	<u>Approximate Acreage</u>	<u>Units</u>
Existing RiverClub Amenity	20	
Future Residential	773	1,718
Recreation	16	
Other (Open Space/Drainage/Conservation)	174	
Total Units Rivers Edge II CDD	984*	1,718

*Acreage listed assumes completion of boundary amendment currently before the County.

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

Rivers Edge II CDD Construction Project Status & Permit Approvals						
Project Description	Construction Completed to Date	Permit Status				
		Army Corps Of Engineers	St. Johns River WMD	St. Johns County DRC	FDEP Water & Sewer	FDOT
CR223	25%*	X	X	X	X	N/A
Keystone Corners	95%	N/A	X	X	X	N/A
Master Drainage	15%	X	X	X	N/A	N/A
KC Entry Feature	100%	N/A	X	X	N/A	N/A
CR 244 Landscape	50%	N/A	N/A	X	N/A	N/A
Neighborhood Pocket Parks	0%	N/A	0	0	N/A	N/A
RiverClub Amenity	100%	N/A	X	X	X	N/A
Future Amenity	0%	N/A	0	0	0	N/A

X- Permit Issued

N/A – Not applicable

0 - Not submitted

* - Represents portion of project previously completed through Rivers Edge.

OWNERSHIP & MAINTENANCE

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

Improvement Projects	Ownership	Maintenance Responsibility
CR 223	SJC	SJC
Keystone Corners	SJC	SJC (CDD - landscaping & irrigation)
Master Drainage	CDD	CDD
KC Entry Feature	CDD	CDD
Mist Flower Dr from Keystone Corners to Watersong Entry Gates	CDD	CDD
Watersong Roads	Watersong HOA	Watersong HOA
Watersong Storm Ponds	CDD	CDD
CR 244 Landscape	SJC	CDD
Pocket Parks	CDD	CDD
RiverClub Amenity	CDD	CDD

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

BASIS FOR THE COST OPINION

The improvements contemplated in this Master Improvement Plan are currently in conceptual design, final design, under construction or have completed construction. For items where construction is complete (specifically the RiverClub, Keystone Corners, Keystone Corner Entry Feature), contract actuals have been included. For all other categories, Prosser, Inc., prepared opinions of probable costs based on the intent and status of each element as defined at its current level of design and construction. Opinions of cost are based on our experience with similar projects and represent a reasonable approximation pursuant to standard engineering practice. The cost numbers include several elements:

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

The exact location of some of the improvements may be changed during 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 Master Improvement Plan 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
October 9, 2019

Improvement Plan Category	Improvement Plan Opinion of Costs (\$) *	Notes
Master Drainage & Stormwater Management	\$3,770,357.63	Stormwater ponds
Master Transportation	\$14,315,654.47	CR 223, Spine Road Ph 4 & 5
Master Landscape	\$1,150,000.00	Longleaf Pine Landscaping
Master Recreation	\$13,311,250.00	RiverClub, Amenity, Parks
Total RECDD II Master Improvement Opinion	\$32,547,262.11	

*Includes construction cost, design fees, construction administration expenses, and 15% contingency.

VICINITY MAP

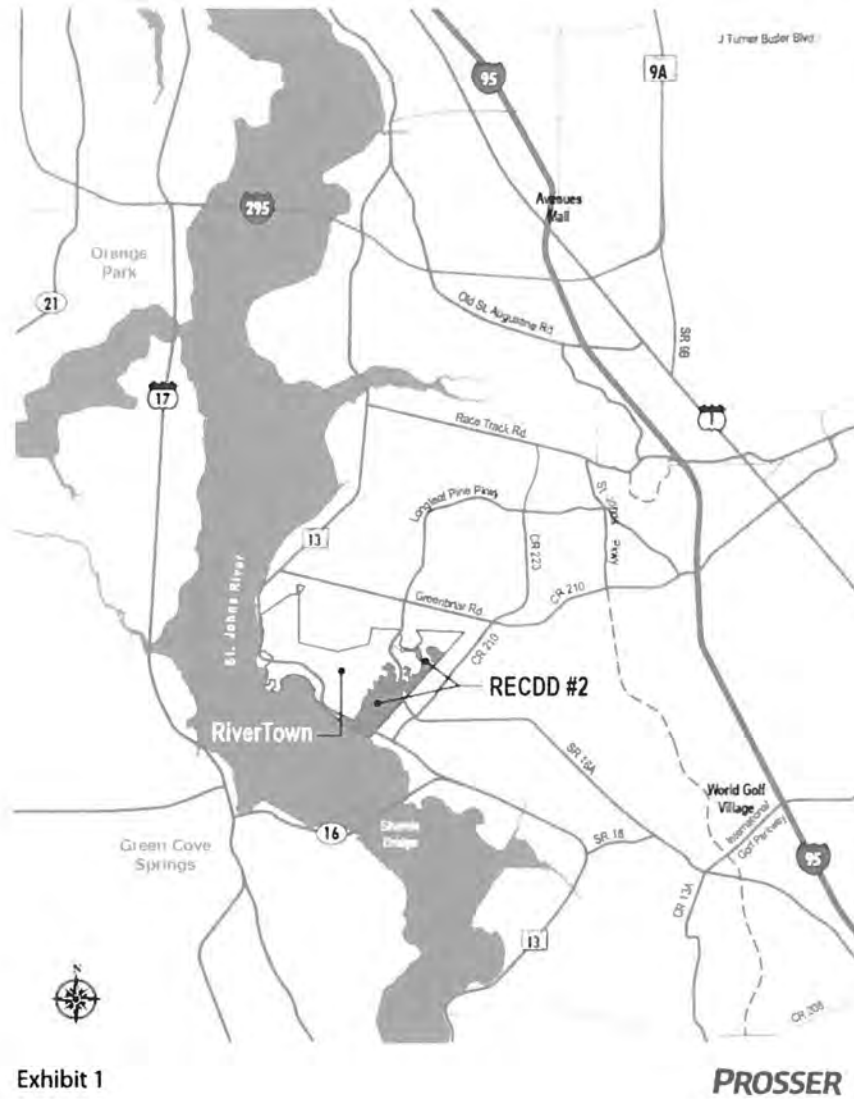


Exhibit 1

PROSSER

RIVERTOWN

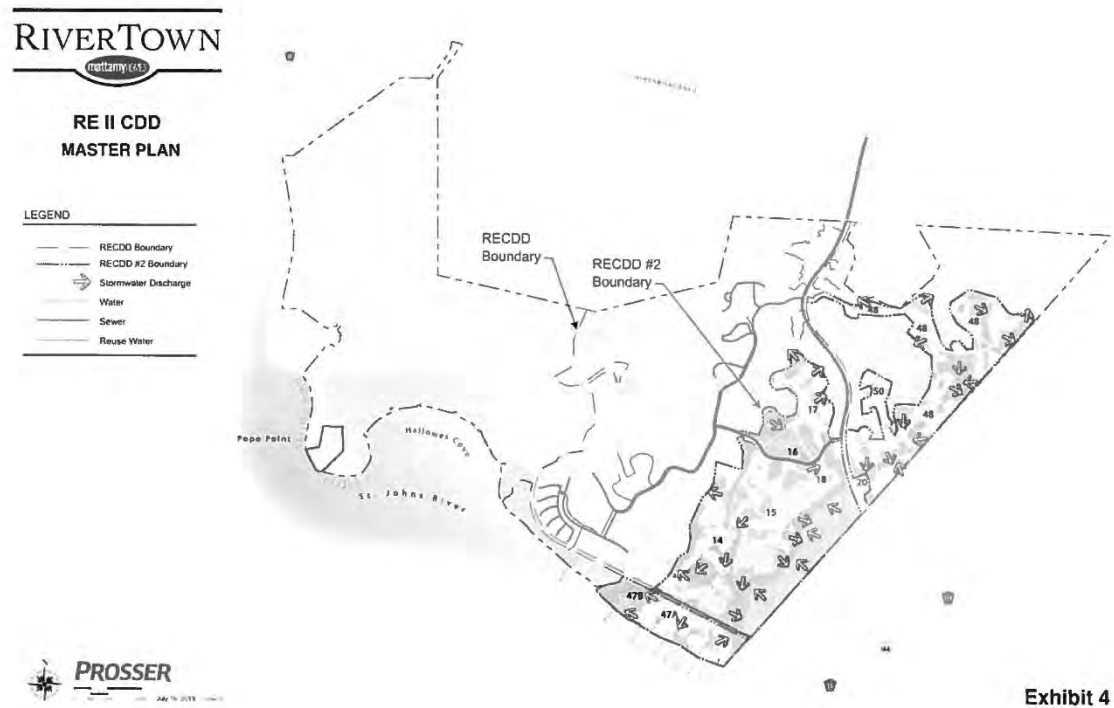
Master Development Plan

LEGEND

- CDD Boundary
- SJC Road
- Watersong HOA Road
- CDD Road
- Rivers Edge CDD
- Rivers Edge II CDD
- Future CDD #3
- School Site



Exhibit 2



B.

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**AGREEMENT BY AND BETWEEN THE RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT AND MATTAMY JACKSONVILLE LLC, REGARDING
THE TRUE-UP AND PAYMENT OF ASSESSMENTS**

THIS AGREEMENT is made and entered into as of this 23rd day of April 2021, by and between:

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being located in St. Johns County, Florida, and whose mailing address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company, authorized to transact business in the State of Florida, with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (together with its successors and assigns, the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure, including but not limited to roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner and/or developer of certain lands located within the boundaries of the District as further described in the attached **Exhibit A** (the “**2021 Assessment Area**”); and

WHEREAS, a Final Judgment was issued on November 18, 2019, validating the authority of the District to issue up to \$41,375,000 in aggregate principal amount of Rivers Edge II

Community Development District Capital Improvement Revenue Bonds to finance the acquisition, construction, installation, maintenance and operation of community development facilities, services and improvements within and without the boundaries of the District as authorized by the Act and as set forth in the District's previously adopted *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019 (the "**Master Improvement Plan**"); and

WHEREAS, the District intends to finance a portion of the Master Improvement Plan through the anticipated issuance of its \$9,900,000 in aggregate principal amount of Rivers Edge II Community Development District Capital Improvement Revenue Bonds, Series 2021 (the "**2021 Bonds**"); and

WHEREAS, pursuant to District Resolution Nos. 2020-01, 2020-03 and 2021-06 (the "**Assessment Resolutions**"), the District imposed special assessments on the 2021 Assessment Area within the District to secure the repayment of the 2021 Bonds (the "**Assessments**"); and

WHEREAS, Landowner agrees that all lands within the 2021 Assessment Area benefit from the timely design, construction, or acquisition of the improvements that make up the Master Improvement Plan; and

WHEREAS, Landowner agrees that the Assessments which were imposed on the 2021 Assessment Area of the District have been validly imposed and constitute valid, legal and binding liens upon the 2021 Assessment Area, which Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Assessments on the 2021 Assessment Area within the District, including the levy and lien of the master assessments; and

WHEREAS, the *Rivers Edge II Community Development District Revised Master Special Assessment Methodology Report*, dated October 9, 2019; as supplemented as to the 2021 Bonds by the *Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds – Final Numbers*, dated April 7, 2021 (together, the "**Assessment Report**"), provides that as lands within the 2021 Assessment Area are platted, the allocation of the amounts assessed to and constituting a lien upon 2021 Assessment Area lands will be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed within the 2021 Assessment Area, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the 2021 Assessment Area will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to

the recording of the final plat or site plan for a parcel or tract, as described in the Assessment Report (which payments shall collectively be referenced as the “**True-Up Payment**”); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner’s intention and obligation, if required, to make or cause to be made the True-Up Payment related to the Assessments, subject to the terms and conditions contained herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. VALIDITY OF ASSESSMENTS. Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Assessments.

SECTION 3. PAYMENT OF ASSESSMENTS.

- A. Landowner agrees that to the extent Landowner fails to timely pay all Assessments collected by mailed notice of the District, said unpaid Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law.
- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with the 2021 Assessment Area and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

- A. *Assumptions as to the Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of five hundred nineteen (519) single-family units and one hundred thirty (130) townhome units, as more specifically described by unit size/number in the Assessment Report, will be constructed within the 2021 Assessment Area.
- B. *Process for Reallocation of Assessments.* For unplatted tracts, the Assessments will initially be levied on unplatted acreage in the 2021 Assessment Area and will be reallocated as lands are platted (the “**Reallocation**”). In connection with such

platting of acreage, the Assessments imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Assessments to the residential product types being platted and the remaining property in accordance with the Assessment Report and cause such Reallocation to be recorded in the District's Improvement Lien Book.

(i) It is an express condition of the lien established by the Assessment Resolutions that at the time of recording any and all plats containing any portion of the lands within the 2021 Assessment Area, as the District's boundaries may be amended from time to time, shall be presented to the District for review, approval and allocation of the Assessments to the product types being platted and the remaining property in accordance with the Assessment Report. Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board shall be required. The District's review of the plats shall be limited solely to the Reallocation of Assessments and enforcement of the District's assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) As acreage within the 2021 Assessment Area is platted (each such date being a "**True-Up Date**"), the District shall determine if the debt per developable acre remaining on the unplatted lands within the 2021 Assessment Area exceeds the maximum debt per developable acre of **\$11,754**, and if it is, a debt reduction payment in the amount of such excess debt per developable acre (the "**True-Up Payment**") shall become immediately due and payable by Landowner that tax year in accordance with the District's Assessment Report, in addition to the regular assessment installment payable for lands owned by the Landowner. The District will ensure collection of such amounts in a timely manner in order to meet its debt services obligations, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payments of the debt services obligations on the 2021 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii). The foregoing is based on the District's understanding with Landowner that the maximum debt per developable acre for the 2021 Assessment Area is **\$11,754**. If the strict application of the true-up methodology to any Reallocation for any plat pursuant to this section would result in assessments collected in excess of the District's total debt service obligation for the 2021 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments.

SECTION 5. ENFORCEMENT. This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of Assessments to platted units, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle the other party to all

remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (not consequential, special or punitive damages), injunctive relief, and specific performance.

SECTION 6. ASSIGNMENT.

- A. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the 2021 Assessment Area, binding upon Landowner and its successors and assigns as to the 2021 Assessment Area lands or portions thereof, and any transferee of any portion of the 2021 Assessment Area lands as set forth in this Section, except as permitted by Section 6.B., below, or subject to the conditions set forth in Section 6.C., herein.
- B. ***Exceptions*** – Landowner shall not transfer any portion of 2021 Assessment Area lands to any third party without complying with the terms of Section 6.C. herein, other than:
- i. Platted and fully developed lots to homebuilders restricted from re-platting;
 - ii. Platted and fully developed lots to end users; and
 - iii. Portions of 2021 Assessment Area lands which are exempt from assessments to the County, the District, a homeowners' association, or other governmental agencies.
 - iv. Any transfer of any portion of 2021 Assessment Area lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of 2021 Assessment Area lands from the scope and effect of this Agreement, provided however that any True-Up Payment owing is paid prior to such transfer.
- C. ***Transfer Conditions*** – Landowner shall not transfer any portion of the 2021 Assessment Area lands to any third party, except as permitted by Section 6.B. above, without satisfying the following condition (“**Transfer Condition**”): satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the 2021 Assessment Area lands only arising from and after the date of such transfer and satisfaction of all of the Transfer Condition including payment of any True-Up Payments due, and the transferee, which by recording or causing to be recorded in the Official Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Landowner’s obligations in accordance herewith shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the 2021 Assessment Area lands so transferred. Regardless of whether the conditions of this subsection are met, any transferee, other than those specified in Section 6.B. herein, shall take title subject to the terms of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined

by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 8. NOTICE. All notices, requests, consents, and other communications hereunder (the “**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

A. If to the District: Rivers Edge II Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: Jennifer Kilinski

B. If to the Landowner: Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Leslie Candes

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 9. ASSIGNMENT. No party may assign its rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party, whose consent shall not be unreasonably withheld. Any purported assignment by either

party absent the prior written consent of the other party as required by this section shall be void and unenforceable.

SECTION 10. AMENDMENT. This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties and with the prior written consent of the Trustee of the 2021 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the 2021 Bonds then outstanding.

SECTION 11. TERMINATION. This Agreement shall continue in effect until satisfied or until it is rescinded in writing by the mutual assent of the parties and with the prior written consent of the Trustee of the 2021 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the 2021 Bonds then outstanding, whichever is sooner.

SECTION 12. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 13. BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the 2021 Bonds, on behalf of the Majority Owners (as defined in the Second Supplemental Indenture, dated as of April 1, 2021) of the 2021 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in St. Johns County, Florida.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 17. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

SECTION 18. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

[Signature pages follow]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

WITNESSES:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

By: MATTAMY FLORIDA LLC,
a Delaware limited liability company,
its Manager

By: CALBEN (FLORIDA)
CORPORATION,
a Florida Corporation,
its Manager

Witness Signature
Printed name: _____

Witness Signature
Printed name: _____

By: Clifford L. Nelson
Its: Vice President

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April, 2021, by Clifford L. Nelson, as Vice President of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed name:_____

Chairman, Board of Supervisors

Witness Signature

Printed name:_____

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April, 2021, by Jacob O’Keefe, as Chairman of the Board of Supervisors of the Rivers Edge II Community Development District, for and on behalf of the District. She/He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A: Description of 2021 Assessment Area

EXHIBIT A
Description of 2021 Assessment Area

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

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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.

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RiverTown
CDD 2 South Parcel
Legal Description

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, together with a portion of the Francis P. Fatio Grant, Section 42, Township 6 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 southerly 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 42, Township 6 South, Range 27 East, and run thence, along the aforesaid said southerly Right of Way line of STATE ROAD No. 13, the following two (2) courses and distances:

Course No. 1: run thence, along and around the arc of a curve, being concave southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet;

Course No. 2: run thence, North 63°27'26" West, along last said tangency, a distance of 4,098.56 feet, to a point; thence departing from aforesaid Right of Way line, run the following four (4) Courses and distances:

Course No. 1: run thence, South 27°52'36" West, a distance of 197.84 feet, to a point;

Course No. 2: run thence, South 71°24'28" West, a distance of 152.25 feet, to a point;

Course No. 3: run thence, South 79°12'13" West, a distance of 294.12 feet, to a point;

Course No. 4: run thence, South 73°15'09" West, a distance of 101.88 feet, more or less, to the "Mean High Water" Line of the St. Johns River; run thence, Southeasterly, along and around the meanderings of the aforesaid "Mean High Water" line of the St. Johns River, a distance of 4,615 feet, more or less, to a point on the aforesaid Easterly monumented line of said Frances P. Fatio Grant, Section 43, Township 6 South, Range 27 East, which bears South 41°35'54" West, a distance of 1,053 feet, more or less, from the POINT OF BEGINNING; run thence North 41°35'54" East, along said Easterly monumented line of the Francis P. Fatio Grant, Section 42, a distance of 1,053 feet, more or less, to a point on the aforesaid southerly Right of Way line of STATE ROAD NO. 13, and the POINT OF BEGINNING.

The lands thus described contains 4,581,735 square feet, or 105.18 Acres,
more or less, in area.

C.

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

This Collateral Assignment and Assumption of Development Rights (the “**Assignment**”) is made and entered into this 23rd day of April, 2021, by and between:

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company, authorized to transact business in the State of Florida, with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (together with its successors and assigns, the “**Landowner**”); and

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”).

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the Landowner is the owner of certain lands and maintains development rights for certain lands within the boundaries of the District, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Landowner Land**”); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services within and without the District, as described in that certain *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019 (“**Master Report**,” and the project described in the Master Report, the “**Master Project**”); and

WHEREAS, the cost of the Master Project is in the amount of approximately \$32,547,262.11; and

WHEREAS, the District intends to finance a portion of the Master Project through the anticipated issuance of \$9,900,000 in aggregate principal amount of Rivers Edge II Community Development District Capital Improvement Revenue Bonds, Series 2021 (the “**2021 Bonds**”); and

WHEREAS, pursuant to Resolutions 2020-01, 2020-03 and 2021-06, the District has imposed special assessments on the Landowner Land (the “**Assessment Area**”) to secure the repayment of the 2021 Bonds, and may in the future impose additional special assessments to secure addition series of bonds (together, the “**Assessments**”); and

WHEREAS, the Landowner has acquired, or hereafter may acquire, certain rights (the “**Development and Contract Rights**”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the Landowner Land, the Assessment Area and the Master Project (collectively the “**Contract Documents**”); and

WHEREAS, the District and the Landowner anticipate developing the Assessment Area consistent with the Master Report and that certain *Rivers Edge II Community Development District Revised Master Special Assessment Methodology Report*, dated October 9, 2019 (the “**Assessment Report**”), until such time as the approval of a plat, declaration of condominium and/or site plan of all Assessment Area, true-up payments, if any are due, will be made pursuant to a separate true-up agreement being entered into between the District and the Landowner concurrent herewith, and all such lots will be sold to homebuilders or homebuyers (hereinafter referred to as “**Development Completion**”); and

WHEREAS, in the event of default in the payment of the Assessments securing the 2021 Bonds, and the passage of any applicable cure period without cure being made, the District has certain remedies with respect to the lien of the Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (the “**Remedial Rights**”); and

WHEREAS, as an inducement to the District to issue its 2021 Bonds, it is necessary to require the assignment of the Development and Contract Rights to complete the Master Project as anticipated by and at substantially the densities and intensities envisioned in the Master Report and the Assessment Report; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Master Project as anticipated by and at substantially the densities and intensities envisioned in the Master Report and the Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Assessments levied against the Landowner Land, which failure is not cured within any applicable cure period; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Landowner Land, any and all affiliated entities or successors-in-interest to the Landowner Lands shall be subject to this Assignment, which shall be recorded in the Official Records of St. Johns County, Florida, except as set forth in this Assignment; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Master Project.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable

consideration, the receipt and sufficiency of which are acknowledged, the District and the Landowner agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Assignment.

SECTION 2. COLLATERAL ASSIGNMENT.

A. In the event the Landowner fails to timely pay the Assessments, the District shall be entitled to exercise its Remedial Rights. Such exercise of Remedial Rights by the District may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity (“**SPE**”) to hold title to the Landowner Land, as designee of the District. The Landowner hereby agrees to collaterally assign to the District or its designee, to the extent assignable, and to the extent that they are owned or controlled by Landowner or subsequently acquired by the Landowner, all of its Development and Contract Rights as security for Landowner’s payment and performance and discharge of its obligation to pay the Assessments levied against the Landowner Land; provided, however, that such assignment is and shall be non-exclusive to the extent that any of the Development and Contract Rights pertain to lands or entitlements other than those included within or attributable to the Master Project or the Assessment Area. Notwithstanding any contrary terms in this Assignment, the Development and Contract Rights exclude: (i) any portion of the Development and Contract Rights which relate solely to lots which have been conveyed to homebuilders or end-users effective as of such conveyance, and (ii) any portion of the Development and Contract Rights which relate solely to any portion of the Landowner Land which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to St. Johns County, the District, any homebuilder, any utility provider, governmental or quasi-governmental entity, any applicable homeowner’s or property owner’s association or other governing entity or association, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a “**Prior Transfer**”). Subject to the foregoing, the Development and Contract Rights shall include, but not be limited to, the following:

1. Any declaration of covenants of a homeowner’s association governing the Landowner Land, as recorded in the Official Records of St. Johns County, Florida, and as the same may be supplemented, amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options controlled by the Landowner.

2. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements to or affecting the Landowner Land.

3. Preliminary and final plats and/or site plans for the Landowner Land.

4. Architectural plans and specifications for buildings and other improvements to the Landowner Land, other than those associated with homebuilding and home construction.

5. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by

governmental authorities, or any of their respective agencies, for or affecting the development of the Landowner Land or the Master Project and construction of improvements thereon.

6. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Landowner Land or the Master Project or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

7. Franchise or other agreements for the provision of water and wastewater service to the Landowner Land, and all hookup fees and utility deposits paid by Landowner in connection therewith.

8. Permit fees, deposits and other assessments and impositions paid by Landowner to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Landowner from any governmental authority or utility provider to the extent that the improvements for which such credits are granted were financed by the District, including credit for any dedication or contribution of Landowner Land by Landowner in connection with the development of the Assessment Area or the construction of improvements thereon.

9. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Landowner arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

B. This Assignment is not intended to and shall not impair or interfere with the development of the Assessment Area, including, without limitation, any purchase and sale agreements for lots subject to a plat and/or site plan with homebuilders or end-users (the “**Builder Contracts**”) or the governmental entities pursuant to Section 2.A (ii) hereof, and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Assessments levied against the Landowner Land, and the Trustee or its assignee acquires any Landowner Land as a result of its exercise of its Remedial Rights; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms hereof.

C. If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the 2021 Bonds in full; (ii) Development Completion; and (iii) upon a Prior Transfer as to the portion of the Landowner Land which are subject to the Prior Transfer (herein, the “**Term**”). Without limiting the foregoing, upon a Prior Transfer, the portion of the Landowner Land so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment, whether or not the Term has expired as to any other portion of the Landowner Land and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of the Landowner Land so transferred without making exception for this Assignment. At Landowner’s

request from time to time, District and Landowner will record a notice or other appropriate instrument in the Official Records of St. Johns County, Florida, confirming the end of the Term or the release of any property encumbered by this Assignment (and any other instrument encumbering the property of Landowner), subject to the reasonable approval of the District and subject to conformance with the Master Project and documents applicable thereto.

SECTION 3. LANDOWNER WARRANTIES. The Landowner represents and warrants to the District that, subject to the Builder Contracts now or hereafter executed by the Landowner:

A. Other than in connection with the sale of lots to end users located within Landowner Land and in the ordinary course of business, the Landowner has made no assignment of the Development and Contract Rights to any person other than the District.

B. To the actual knowledge of the Landowner, the Landowner has not done any act or omitted to do any act which will prevent the District from, or limit the District in, acting under any of the provisions hereof.

C. To the actual knowledge of the Landowner, there is no material default under the terms of the existing Contract Documents, subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

D. The Landowner is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

E. No action has been brought or threatened which would in any way interfere with the right of the Landowner to execute this Assignment and perform all of its obligations herein contained.

F. Any transfer, conveyance or sale of the Landowner Lands (other than a Prior Transfer) shall subject any and all successors-in-interest of the Landowner to this Assignment.

SECTION 4. LANDOWNER COVENANTS. The Landowner covenants with the District that during the Term (as defined above):

A. The Landowner will use reasonable, good faith efforts to: (i) cause to be fulfilled, performed and observed each and every material condition and covenant of the Landowner relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to the District of any claim of material default relating to the Development and Contract Rights given to or by the Landowner, together with a complete copy of any such claim.

B. In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Landowner or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Landowner, the Landowner shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred and twenty (120) days.

SECTION 5. DISTRICT OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

SECTION 6. EVENT(S) OF DEFAULT. Any breach of the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and an opportunity to cure (which cure period shall not be less than sixty (60) days, and shall not be construed to extend any other cure periods provided hereunder, unless the District, in its sole discretion, agrees to a longer cure period) constitute an Event of Default (hereinafter referred to as an "**Event of Default**") under this Assignment.

SECTION 7. REMEDIES UPON EVENT(S) OF DEFAULT. Upon an Event of Default, the District or the District's designee may, as the District's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at the District's option:

A. Perform any and all obligations of the Landowner relating to the Development and Contract Rights and exercise any and all rights of the Landowner therein as fully as Landowner could;

B. Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

C. Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the Landowner Land or the performance of the Landowner's obligations under the Contract Documents. Neither entry upon and taking possession of the Landowner Land nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by the Landowner to the District, or prohibit the taking of any other action by District under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and

D. After the Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will use reasonable, good faith efforts: (i) at the sole cost and expense of the Landowner, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) appear in and defend any action involving the Contract Documents or the obligations or liabilities of the Landowner or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the 2021 Bonds) nor waive or release any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by such person, without the prior consent of the District,

which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Landowner will not at any time take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affects the rights of the District and the holders of the 2021 Bonds.

SECTION 8. AUTHORIZATION. Upon the occurrence of and during the continuation of an Event of Default, the Landowner does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Landowner.

SECTION 9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between the Landowner, as the debtor, and the District, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code (the “**Code**”), and the Landowner grants to the District a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, the District shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

SECTION 10. AMENDMENTS. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all parties, and with the prior written consent of the trustee for the 2021 Bonds (the “**Trustee**”), acting at the direction of the holders owning a majority of the aggregate principal amount of the 2021 Bonds then outstanding.

SECTION 11. SUCCESSORS; THIRD PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of the Landowner Land herefrom upon a Prior Transfer thereof. Also notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the 2021 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Assignment and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the 2021 Bonds then outstanding, be entitled to cause the District to enforce the Landowner’s obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 12. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall

be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 13. AUTHORIZATION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the executories of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Assignment (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

A. If to the District: Rivers Edge II Community
Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jennifer Kilinski

B. If to the Landowner: Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Leslie Candes

Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 15. ARMS' LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arms' length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

SECTION 16. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

SECTION 17. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

SECTION 20. CONSTRUCTION. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

SECTION 21. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 22. EFFECTIVE DATE. This Assignment shall be effective after the last date of execution by the parties hereto on the date reflected above.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK, SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

MATTAMY JACKSONVILLE LLC,
a Delaware limited liability company

By: MATTAMY FLORIDA LLC,
a Delaware limited liability company,
its Manager

By: CALBEN (FLORIDA)
CORPORATION,
a Florida Corporation
its Manager

By: _____
Clifford L. Nelson, Vice President

Witness Signature
Printed name: _____

Witness Signature
Printed name: _____

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April, 2021, by Clifford L. Nelson, as Vice President of Mattamy Jacksonville LLC, for and on behalf of said entity. He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature

Printed name:_____

Chairman, Board of Supervisors

Witness Signature

Printed name:_____

STATE OF FLORIDA)
COUNTY OF ST JOHNS)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of April, 2021, by Jacob O’Keefe, as Chairman of the Board of Supervisors of the Rivers Edge II Community Development District, for and on behalf of the District. He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT A

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

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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.

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RiverTown
CDD 2 South Parcel
Legal Description

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, together with a portion of the Francis P. Fatio Grant, Section 42, Township 6 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 southerly 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 42, Township 6 South, Range 27 East, and run thence, along the aforesaid said southerly Right of Way line of STATE ROAD No. 13, the following two (2) courses and distances:

Course No. 1: run thence, along and around the arc of a curve, being concave southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet;

Course No. 2: run thence, North 63°27'26" West, along last said tangency, a distance of 4,098.56 feet, to a point; thence departing from aforesaid Right of Way line, run the following four (4) Courses and distances:

Course No. 1: run thence, South 27°52'36" West, a distance of 197.84 feet, to a point;

Course No. 2: run thence, South 71°24'28" West, a distance of 152.25 feet, to a point;

Course No. 3: run thence, South 79°12'13" West, a distance of 294.12 feet, to a point;

Course No. 4: run thence, South 73°15'09" West, a distance of 101.88 feet, more or less, to the "Mean High Water" Line of the St. Johns River; run thence, Southeasterly, along and around the meanderings of the aforesaid "Mean High Water" line of the St. Johns River, a distance of 4,615 feet, more or less, to a point on the aforesaid Easterly monumented line of said Frances P. Fatio Grant, Section 43, Township 6 South, Range 27 East, which bears South 41°35'54" West, a distance of 1,053 feet, more or less, from the POINT OF BEGINNING; run thence North 41°35'54" East, along said Easterly monumented line of the Francis P. Fatio Grant, Section 42, a distance of 1,053 feet, more or less, to a point on the aforesaid southerly Right of Way line of STATE ROAD NO. 13, and the POINT OF BEGINNING.

The lands thus described contains 4,581,735 square feet, or 105.18 Acres,
more or less, in area.

D.

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**DECLARATION OF CONSENT TO JURISDICTION OF
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

Mattamy Jacksonville LLC, a Delaware limited liability company (the “**Landowner**”), is the owner of those lands described in **Exhibit A** attached hereto (the “**Property**,” and also known as the “**2021 Assessment Area**”) located within the boundaries of Rivers Edge II Community Development District (the “**District**”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The Landowner acknowledges that the District is, and has been at all times, on and after June 22, 2018, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for St. Johns County, Florida (the “**County**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance 2018-26, effective as of June 22, 2018, was duly and properly enacted by the County in compliance with all applicable requirements of law; (c) County Ordinance 2019-71, effective as of November 7, 2019, amending the boundaries of the District, was duly and properly enacted by the County in compliance with all applicable requirements of law; and (d) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from June 22, 2018, up to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, hereby confirms and agrees that the special assessments imposed by District Resolution Nos. 2020-01, 2020-03 and 2021-06 (collectively, the “**2021 Assessment Resolutions**” and the special assessments imposed thereby, the “**Series 2021 Assessments**”), were duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Series 2021 Assessments, and the Series 2021 Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its successors and assigns, hereby waives the right granted in Section 170.09, *Florida Statutes*, and rights provided in the 2021 Assessment Resolutions, to prepay the special assessments without interest within thirty (30) days after the improvements constituting the 2021 Financed Project (as defined in the Financing Documents, which term is as defined herein) are completed, in consideration of the rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the 2021 Assessment Resolutions.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Series 2021 Assessments, the 2021 Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Capital Improvement Revenue Bonds, Series 2021 (the "**2021 Bonds**") securing payment thereof and all other documents and certifications relating to the issuance of the 2021 Bonds (the "**Financing Documents**") are valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2021 Assessments or claims of invalidity, deficiency or unenforceability of the Series 2021 Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) to the extent the Landowner fails to timely pay any Series 2021 Assessments collected by mailed notice of the District, such unpaid Series 2021 Assessments and any future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year, or may be foreclosed on pursuant to Chapters 170 and 190, *Florida Statutes*.

5. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Declaration may be public records and treated as such in accordance with Florida law.

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, section 197.573, *Florida Statutes*. Other information regarding the Series 2021 Assessments is available from the District Manager (Governmental Management Services, LLC), 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR

OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

Effective the 23rd day of April 2021.

WITNESSES:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

By: MATTAMY FLORIDA LLC, a
Delaware limited liability company,
its Manager

By: CALBEN (FLORIDA)
CORPORATION,
A Florida Corporation,
its Manager

Witness Signature

Printed name:_____

Witness Signature

Printed name:_____

By: Clifford L. Nelson
Its: Vice President

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April 2021, by Clifford L. Nelson, as Vice President of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT A
2021 Assessment Area

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.

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 South Parcel
Legal Description

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, together with a portion of the Francis P. Fatio Grant, Section 42, Township 6 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 southerly 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 42, Township 6 South, Range 27 East, and run thence, along the aforesaid said southerly Right of Way line of STATE ROAD No. 13, the following two (2) courses and distances:

Course No. 1: run thence, along and around the arc of a curve, being concave southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet;

Course No. 2: run thence, North 63°27'26" West, along last said tangency, a distance of 4,098.56 feet, to a point; thence departing from aforesaid Right of Way line, run the following four (4) Courses and distances:

Course No. 1: run thence, South 27°52'36" West, a distance of 197.84 feet, to a point;

Course No. 2: run thence, South 71°24'28" West, a distance of 152.25 feet, to a point;

Course No. 3: run thence, South 79°12'13" West, a distance of 294.12 feet, to a point;

Course No. 4: run thence, South 73°15'09" West, a distance of 101.88 feet, more or less, to the "Mean High Water" Line of the St. Johns River; run thence, Southeasterly, along and around the meanderings of the aforesaid "Mean High Water" line of the St. Johns River, a distance of 4,615 feet, more or less, to a point on the aforesaid Easterly monumented line of said Frances P. Fatio Grant, Section 43, Township 6 South, Range 27 East, which bears South 41°35'54" West, a distance of 1,053 feet, more or less, from the POINT OF BEGINNING; run thence North 41°35'54" East, along said Easterly monumented line of the Francis P. Fatio Grant, Section 42, a distance of 1,053 feet, more or less, to a point on the aforesaid southerly Right of Way line of STATE ROAD NO. 13, and the POINT OF BEGINNING.

The lands thus described contains 4,581,735 square feet, or 105.18 Acres,
more or less, in area.

E.

RESOLUTION 2021-06

A RESOLUTION OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT MAKING CERTAIN FINDINGS; APPROVING THE 2021 ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT; SETTING FORTH THE TERMS OF THE SERIES 2021 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2021 BONDS; LEVYING AND ALLOCATING ASSESSMENTS SECURING THE SERIES 2021 BONDS; ADDRESSING COLLECTION OF THE SAME; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SPECIAL ASSESSMENTS; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (the “**Board**”) has previously adopted, after notice and public hearing, Resolution 2020-03, relating to the imposition, levy, collection, and enforcement of such special assessments; and

WHEREAS, the Board has previously adopted Resolution 2020-10, which, among other things, pursuant to Resolution 2020-03, levied and allocated assessments securing its Rivers Edge II Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2020 (“**Series 2020 Bonds**”) which Series 2020 Bonds were issued to finance a portion of the Series 2020 Project as defined therein; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2020-03, this Resolution shall set forth the terms of an additional series of bonds to be actually issued by the District and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on April 7, 2021, the District entered into a Bond Purchase Agreement whereby it agreed to sell its \$9,900,000 Rivers Edge II Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2021 (the “**Series 2021 Bonds**”); and

WHEREAS, pursuant to and consistent with Resolution 2020-03, the District desires to set forth the particular terms of the sale of the Series 2021 Bonds and confirm the levy of special assessments securing the Series 2021 Bonds (the “**Series 2021 Assessments**”);

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*, and Resolution 2020-03.

SECTION 2. MAKING CERTAIN FINDINGS; APPROVING THE 2021 ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board of Supervisors of the Rivers Edge II Community Development District hereby finds and determines as follows:

(a) On November 20, 2019, the District, after due notice and public hearing, adopted Resolution 2020-03, which, among other things, equalized, approved, confirmed, and levied special assessments on property benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds were issued to fund all or any portion of the District's infrastructure improvements a supplemental resolution would be adopted to set forth the specific terms of the bonds and to certify the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the true-up amounts, and the application of receipt of true-up proceeds.

(b) The *Engineer's Report Series 2021 Bonds*, dated March 8, 2021, prepared by the District Engineer, Prosser, Inc., and attached to this Resolution as **Exhibit A** (the "**2021 Engineer's Report**"), identifies and describes the presently expected components of the infrastructure improvements to be financed in whole or in part with the Series 2021 Bonds (the "**Series 2021 Project**"), and sets forth the costs of the Series 2021 Project as **\$4,444,276.97**. The District hereby confirms that the Series 2021 Project serves a proper, essential, and valid public purpose. The use of the 2021 Engineer's Report in connection with the sale of the Series 2021 Bonds is hereby ratified.

(c) The *Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds – Final Numbers*, dated April 7, 2021, attached to this Resolution as **Exhibit B** (the "**Supplemental Assessment Report**"), applies the adopted *Rivers Edge II Community Development District Revised Master Special Assessment Methodology Report*, dated October 9, 2019 (the "**Master Assessment Report**"), to the Series 2021 Project and the actual terms of the Series 2021 Bonds. It describes the improvements to be financed with the Series 2021 Bonds, including the unfinanced portion of the Series 2020 Project and all or a portion of the Series 2021 Project (together, the "**2021 Financed Project**"). The District hereby confirms that the 2021 Financed Project serves a proper, essential, and valid public purpose. The Supplemental Assessment Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2021 Bonds.

(d) The 2021 Financed Project will specially benefit all of the developable acreage in the 2021 Assessment Area, as defined and set forth in the Supplemental Assessment Report. It is reasonable, proper, just, and right to assess the portion of the costs of the 2021 Financed Project financed with the Series 2021 Bonds to the specially benefitted properties within the 2021 Assessment Area as set forth in Resolution 2020-03 and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2021 BONDS; CONFIRMING THE MAXIMUM ASSESSMENT LIEN SECURING THE SERIES 2021 BONDS. As provided in Resolution 2020-03, this Resolution is intended to set forth the terms of the Series 2021 Bonds and the final amount of the lien of the Series 2021 Assessments securing those bonds. The Series 2021 Bonds, in an aggregate par amount of \$9,900,000, shall bear such rates of interest and mature on such dates as shown on **Exhibit C** attached hereto. The sources and uses of funds of the

Series 2021 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2021 Bonds is set forth on **Exhibit E** attached hereto. The lien of the Series 2021 Assessments securing the Series 2021 Bonds on all developable land within the District, as such land is described in **Exhibit B**, shall be the principal amount due on the Series 2021 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which the annual assessments shall be grossed up to include early payment discounts required by law and costs of collection.

SECTION 4. LEVYING AND ALLOCATING THE SERIES 2021 ASSESSMENTS SECURING SERIES 2021 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The Series 2021 Assessments securing the Series 2021 Bonds shall be levied and allocated in accordance with **Exhibit B**. The Supplemental Assessment Report is consistent with the District's Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2021 Bonds. The estimated costs of collection of the Series 2021 Assessments for the Series 2021 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2021 Assessments securing the Series 2021 Bonds includes all developable acreage within the 2021 Assessment Area, which comprises approximately 842.2 acres, as further provided in the Series 2021 Assessment Roll included in the Supplemental Assessment Report, and as such land is ultimately defined and set forth in site plans or other designations of developable acreage. To the extent that land is added to the District and made subject to the master assessment lien described in the Master Assessment Report, the District may, by supplemental resolution at a regularly noticed meeting and without the need for a public hearing on reallocation, determine such land to be benefitted by the 2021 Financed Project and reallocate the Series 2021 Assessments securing the Series 2021 Bonds in order to impose Series 2021 Assessments on the newly added and benefitted property.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the Master Trust Indenture, dated May 1, 2020, and the Second Supplemental Trust Indenture, dated April 1, 2021, the District shall for Fiscal Year 2021/2022, begin annual collection of Series 2021 Assessments for the Series 2021 Bonds debt service payments using the methods available to it by law. The Series 2021 Bonds include an amount for capitalized interest through November 1, 2021. Beginning with the first debt service payment on November 1, 2021, there shall be thirty (30) years of installments of principal and interest, as reflected on **Exhibit E**.

(d) The District hereby certifies the Series 2021 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed for collection by St. Johns County and other Florida law. The District's Board each year shall adopt a resolution addressing the manner in which the Series 2021 Assessments shall be collected for the upcoming fiscal year. The decision to collect Series 2021 Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Series 2021 Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. CALCULATION AND APPLICATION OF TRUE-UP PAYMENTS. The terms of Resolution 2020-03 addressing True-Up Payments, as defined therein, shall continue to apply in full force and effect.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the Series 2021 Assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The Series 2021 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcels until paid and such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2021 Assessments securing the Series 2021 Bonds in the Official Records of St. Johns County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 8. CONFLICTS. This Resolution is intended to supplement Resolution 2020-03, which remains in full force and effect. This Resolution and Resolution 2020-03 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

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

APPROVED and ADOPTED, this 21st day of April, 2021.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: 2021 Engineer's Report
Exhibit B: Supplemental Assessment Report
Exhibit C: Maturities and Coupon of Series 2021 Bonds
Exhibit D: Sources and Uses of Funds for Series 2021 Bonds
Exhibit E: Annual Debt Service Payment Due on Series 2021 Bonds

EXHIBIT A
2021 Engineer's Report

[attached beginning at following page]

**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**

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INTRODUCTION

The Development

RiverTown is an approximately 4,176-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 includes the RiverTown Planned Unit Development (**PUD**). 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 42FFF-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 (Rivers Edge III or District 3); 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, to increase the size from approximately 887 acres to approximately 984 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, or 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 Series 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 anticipated 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 temporarily 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 2021 Project totaling approximately \$4.6 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 construction completion) in the estimated amount of \$4.5 million and acquire and/or construct a portion of the Series 2021 Project (collectively, the “Series 2021 Financed Project”).

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

Rivers Edge CDD II Construction Project Status & Permit Approvals Series 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 the Series 2021 Project described above already constructed

OWNERSHIP & MAINTENANCE

The following is a summary of the anticipated operation and maintenance responsibilities for the Series 2021 Financed 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 Series 2020 Project but was not funded with Series 2020 Bonds due to insufficient amount of construction proceeds. Accordingly, this improvement is part of the Series 2021 Financed Project.

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.

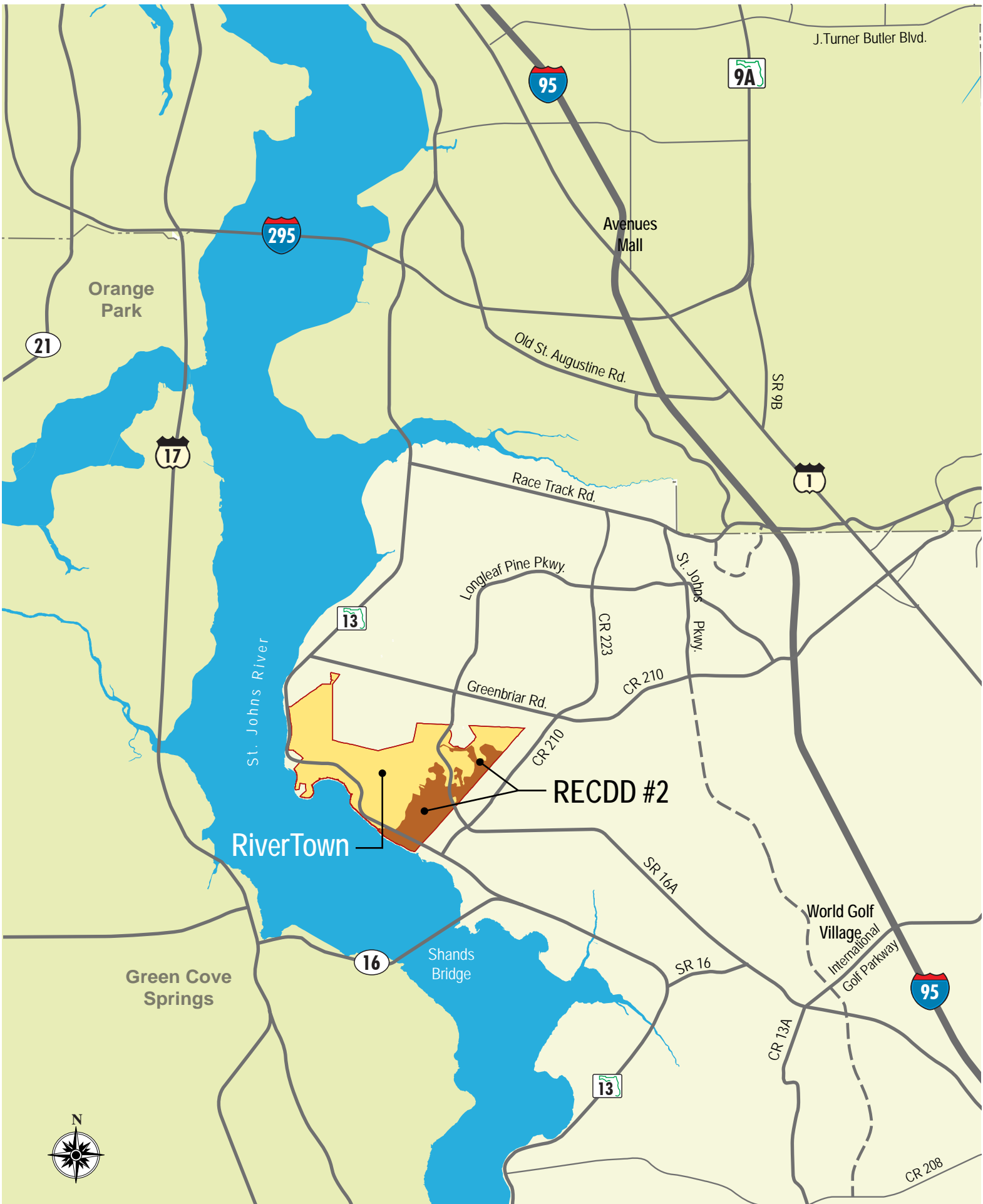
The exact location of some of the improvements may be changed during the course of approval and implementation. These changes will not diminish or alter the benefits to be received by the land, and any changes are expected to result in the land receiving the same or greater benefits.

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	\$13,136,250	\$7,000,000	-RiverClub	\$1,049,375	-Parcels 16, 17 & 19 PH1	\$5,086,875	-Future Amenity, -Phase 2 RiverClub, -Parks Parcels 19 PH2 & 48
Contingency	\$175,000	\$0		\$175,000		\$0	
Total RECDD II Master Improvement Opinion	\$32,547,262	\$10,965,654		\$4,619,277		\$16,962,331	

*Includes construction, design fees and
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

RiverTown Boundary

Bartram Trail High School

River House

River Club



PROSSER

March 8, 2021 113094.70

EXHIBIT 2

RIVERTOWN

mattamyHOMES

RE II CDD MASTER PLAN

LEGEND

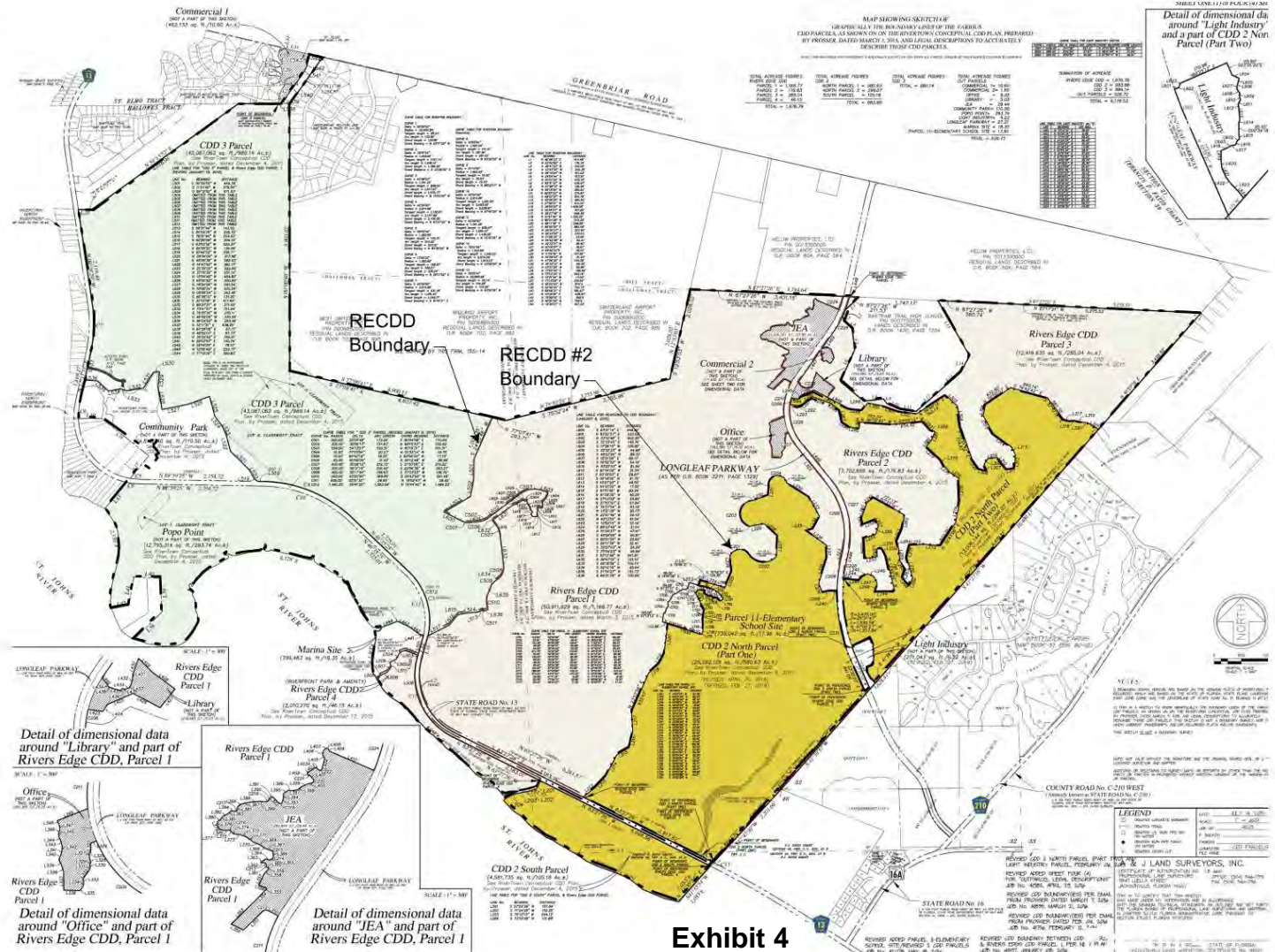
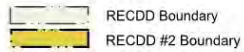
- RECDD Boundary
- RECDD #2 Boundary
- Stormwater Discharge
- Water
- Sewer
- Reuse Water



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



EXHIBIT B
Supplemental Assessment Report

[attached beginning at following page]

Rivers Edge II Community Development District

**Supplemental Special Assessment Methodology Report for
the Series 2021 Capital Improvement Revenue Bonds – Final
Numbers**

April 7, 2021

Prepared by

Governmental Management Services, LLC

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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. The table below illustrates the planned number of units to which the Series 2020 Assessments are anticipated to be allocated.

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

Prior to platting, the Series 2021 Assessments (hereinafter defined) will be levied on all unsold and unplatted lands consisting of 842.2 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 sale or development and 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 47-2	108
Parcel 19-1	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 \$4.62 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 \$4.62 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 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 \$9,900,000 with an average coupon interest rate of 3.78 %. 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 \$4,619,277. 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 \$9,148,419 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 \$4,618,260 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 842.2 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 842.2 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 \$9,900,000, which will be secured by the Series 2021 Assessments initially levied on 842.2 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, \$11,754 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 \$11,754. If the remaining developable acres have debt in excess of \$11,754 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 April 1, 2021.

<p align="center">Table 1 Rivers Edge II Community Development District Development Program Series 2021 Bonds</p>
--

<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	649		490

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<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>
--

Sources:

2021

Bond Proceeds - Par Amount	\$9,900,000
Premium	\$91,744

Total Sources of Funds

\$9,991,744

Uses:

Construction Funds	\$9,148,419
Debt Service Reserve Fund 1/2 MADS	\$276,000
Interest Reserve	\$183,600
Cost of Issuance	\$383,725

Total Uses of Funds

\$9,991,744

Average Coupon Interest Rate

3.78%

Term

30 years

CAP period (thru 11/1/21)

6 months

Debt Service Reserve Fund

1/2 of MADS

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Table 3
Rivers Edge II Community Development District
Par Debt and Debt Service Allocations Series 2021
Capital Improvement Revenue Bonds

Land Use		Par Debt per Unit	Total Par Debt	2021 Bond Net per Unit	2021 Bond Total	2021 Bond Gross per Unit
Residential:	No. of Units	<u>2021 Bond</u>	<u>2021 Bond</u>	<u>Annual Debt Service</u>	<u>Annual Net Debt Service</u>	<u>Annual Debt Service (1)</u>
Townhomes	130	\$12,538	\$1,629,879	\$699	\$90,917	\$744
30'-39' lot	94	\$11,729	\$1,102,494	\$654	\$61,499	\$696
40'-49' lot	215	\$15,166	\$3,260,770	\$846	\$181,890	\$900
50'-59' lot	210	\$18,604	\$3,906,857	\$1,037	\$217,695	\$1,104
60'-69' lot (2)	0	\$20,222	\$0	\$1,128	\$0	\$1,200
70'-79' lot (2)	0	\$25,277	\$0	\$1,410	\$0	\$1,500
80'+ lot (2)	0	\$28,715	\$0	\$1,602	\$0	\$1,704
Total	<u>649</u>		<u>\$9,900,000</u>		<u>\$552,000</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	\$12,538	\$1,629,879
	30'-39' lot	94	\$696	\$654	\$61,499	\$11,729	\$1,102,494
	40'-49' lot	215	\$900	\$846	\$181,890	\$15,166	\$3,260,770
	50'-59' lot	210	\$1,104	\$1,037	\$217,695	\$18,604	\$3,906,857
	60'-69' lot (3)	0	\$1,200	\$1,128	\$0	\$20,222	\$0
	70'-79' lot (3)	0	\$1,500	\$1,410	\$0	\$25,277	\$0
	80'+ lot (3)	0	\$1,704	\$1,602	\$0	\$28,715	\$0
Total		<u>649</u>			<u>\$552,000</u>		<u>\$9,900,000</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 sevcuring 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

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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.

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CDD 2 South Parcel

Legal Description

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, together with a portion of the Francis P. Fatio Grant, Section 42, Township 6 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 southerly 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 42, Township 6 South, Range 27 East, and run thence, along the aforesaid said southerly Right of Way line of STATE ROAD No. 13, the following two (2) courses and distances:

Course No. 1: run thence, along and around the arc of a curve, being concave southwesterly, and having a radius of 22,868.28 feet, through a central angle of 00°15'41" to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°19'36" West, 104.28 feet;

Course No. 2: run thence, North 63°27'26" West, along last said tangency, a distance of 4,098.56 feet, to a point; thence departing from aforesaid Right of Way line, run the following four (4) Courses and distances:

Course No. 1: run thence, South 27°52'36" West, a distance of 197.84 feet, to a point;

Course No. 2: run thence, South 71°24'28" West, a distance of 152.25 feet, to a point;

Course No. 3: run thence, South 79°12'13" West, a distance of 294.12 feet, to a point;

Course No. 4: run thence, South 73°15'09" West, a distance of 101.88 feet, more or less, to the "Mean High Water" Line of the St. Johns River; run thence, Southeasterly, along and around the meanderings of the aforesaid "Mean High Water" line of the St. Johns River, a distance of 4,615 feet, more or less, to a point on the aforesaid Easterly monumented line of said Frances P. Fatio Grant, Section 43, Township 6 South, Range 27 East, which bears South 41°35'54" West, a distance of 1,053 feet, more or less, from the POINT OF BEGINNING; run thence North 41°35'54" East, along said Easterly monumented line of the Francis P. Fatio Grant, Section 42, a distance of 1,053 feet, more or less, to a point on the aforesaid southerly Right of Way line of STATE ROAD NO. 13, and the POINT OF BEGINNING.

The lands thus described contains 4,581,735 square feet, or 105.18 Acres, more or less, in area.

EXHIBIT C **Maturities and Coupon of Series 2021 Bonds**

BOND SUMMARY STATISTICS

Rivers Edge II Community Development District
(St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2021
Pricing Date: April 6, 2021
FINAL PRICING NUMBERS

Dated Date	04/23/2021
Delivery Date	04/23/2021
Last Maturity	05/01/2051
Arbitrage Yield	3.669342%
True Interest Cost (TIC)	3.829964%
Net Interest Cost (NIC)	3.838906%
All-In TIC	3.985073%
Average Coupon	3.779653%
Average Life (years)	18.114
Weighted Average Maturity (years)	18.204
Duration of Issue (years)	12.639
Par Amount	9,900,000.00
Bond Proceeds	9,991,743.90
Total Interest	6,777,862.78
Net Interest	6,884,118.88
Total Debt Service	16,677,862.78
Maximum Annual Debt Service	552,000.00
Average Annual Debt Service	555,517.27
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.926706

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond due 2026	1,050,000.00	99.670	2.400%	3.070	483.00
Term Bond due 2031	1,205,000.00	99.484	3.000%	8.084	1,024.25
Term Bond due 2041	3,115,000.00	100.000	3.500%	15.804	4,454.45
Term Bond due 2051	4,530,000.00	102.239	4.000%	25.857	3,805.20
	9,900,000.00			18.114	9,766.90

NET DEBT SERVICE

Rivers Edge II Community Development District
(St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2021
Pricing Date: April 6, 2021
FINAL PRICING NUMBERS

Date	Total Debt Service	Debt Service Reserve Fund @ 50% of MADS	Capitalized Interest Fund thru 11/1/2021	Net Debt Service
11/01/2021	183,600.28		183,600.28	
05/01/2022	375,787.50			375,787.50
11/01/2022	173,387.50			173,387.50
05/01/2023	378,387.50			378,387.50
11/01/2023	170,927.50			170,927.50
05/01/2024	380,927.50			380,927.50
11/01/2024	168,407.50			168,407.50
05/01/2025	383,407.50			383,407.50
11/01/2025	165,827.50			165,827.50
05/01/2026	385,827.50			385,827.50
11/01/2026	163,187.50			163,187.50
05/01/2027	388,187.50			388,187.50
11/01/2027	159,812.50			159,812.50
05/01/2028	394,812.50			394,812.50
11/01/2028	156,287.50			156,287.50
05/01/2029	396,287.50			396,287.50
11/01/2029	152,687.50			152,687.50
05/01/2030	402,687.50			402,687.50
11/01/2030	148,937.50			148,937.50
05/01/2031	403,937.50			403,937.50
11/01/2031	145,112.50			145,112.50
05/01/2032	410,112.50			410,112.50
11/01/2032	140,475.00			140,475.00
05/01/2033	415,475.00			415,475.00
11/01/2033	135,662.50			135,662.50
05/01/2034	420,662.50			420,662.50
11/01/2034	130,675.00			130,675.00
05/01/2035	425,675.00			425,675.00
11/01/2035	125,512.50			125,512.50
05/01/2036	430,512.50			430,512.50
11/01/2036	120,175.00			120,175.00
05/01/2037	435,175.00			435,175.00
11/01/2037	114,662.50			114,662.50
05/01/2038	439,662.50			439,662.50
11/01/2038	108,975.00			108,975.00
05/01/2039	448,975.00			448,975.00
11/01/2039	103,025.00			103,025.00
05/01/2040	453,025.00			453,025.00
11/01/2040	96,900.00			96,900.00
05/01/2041	456,900.00			456,900.00
11/01/2041	90,600.00			90,600.00
05/01/2042	465,600.00			465,600.00
11/01/2042	83,100.00			83,100.00
05/01/2043	473,100.00			473,100.00
11/01/2043	75,300.00			75,300.00
05/01/2044	480,300.00			480,300.00
11/01/2044	67,200.00			67,200.00
05/01/2045	492,200.00			492,200.00
11/01/2045	58,700.00			58,700.00
05/01/2046	498,700.00			498,700.00

NET DEBT SERVICE

Rivers Edge II Community Development District
(St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2021
Pricing Date: April 6, 2021
FINAL PRICING NUMBERS

Date	Total Debt Service	Debt Service Reserve Fund @ 50% of MADS	Capitalized Interest Fund thru 11/1/2021	Net Debt Service
11/01/2046	49,900.00			49,900.00
05/01/2047	509,900.00			509,900.00
11/01/2047	40,700.00			40,700.00
05/01/2048	520,700.00			520,700.00
11/01/2048	31,100.00			31,100.00
05/01/2049	526,100.00			526,100.00
11/01/2049	21,200.00			21,200.00
05/01/2050	541,200.00			541,200.00
11/01/2050	10,800.00			10,800.00
05/01/2051	550,800.00	276,000		274,800.00
	16,677,862.78	276,000	183,600.28	16,218,262.50

EXHIBIT D
Sources and Uses of Funds for Series 2021 Bonds

SOURCES AND USES OF FUNDS

Rivers Edge II Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2021
 Pricing Date: April 6, 2021
 FINAL PRICING NUMBERS

Dated Date 04/23/2021
 Delivery Date 04/23/2021

Sources:

Bond Proceeds:	
Par Amount	9,900,000.00
Net Premium	91,743.90
	9,991,743.90

Uses:

Project Fund Deposits:	
Project Fund	9,148,418.62
Other Fund Deposits:	
Debt Service Reserve Fund @ 50% of MADS	276,000.00
Capitalized Interest Fund thru 11/1/2021	183,600.28
	459,600.28
Delivery Date Expenses:	
Cost of Issuance	185,725.00
Underwriter's Discount	198,000.00
	383,725.00
	9,991,743.90

EXHIBIT E

Annual Debt Service Payment Due on Series 2021 Bonds

BOND DEBT SERVICE

Rivers Edge II Community Development District
(St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2021
Pricing Date: April 6, 2021
FINAL PRICING NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
04/23/2021						9,900,000	9,900,000
11/01/2021			183,600.28	183,600.28	183,600.28	9,900,000	9,900,000
05/01/2022	200,000	2.400%	173,787.50	373,787.50		9,700,000	9,700,000
11/01/2022			173,387.50	173,387.50	549,175.00	9,700,000	9,700,000
05/01/2023	205,000	2.400%	173,387.50	378,387.50		9,495,000	9,495,000
11/01/2023			170,927.50	170,927.50	549,315.00	9,495,000	9,495,000
05/01/2024	210,000	2.400%	170,927.50	380,927.50		9,285,000	9,285,000
11/01/2024			168,407.50	168,407.50	549,335.00	9,285,000	9,285,000
05/01/2025	215,000	2.400%	168,407.50	383,407.50		9,070,000	9,070,000
11/01/2025			165,827.50	165,827.50	549,235.00	9,070,000	9,070,000
05/01/2026	220,000	2.400%	165,827.50	385,827.50		8,850,000	8,850,000
11/01/2026			163,187.50	163,187.50	549,015.00	8,850,000	8,850,000
05/01/2027	225,000	3.000%	163,187.50	388,187.50		8,625,000	8,625,000
11/01/2027			159,812.50	159,812.50	548,000.00	8,625,000	8,625,000
05/01/2028	235,000	3.000%	159,812.50	394,812.50		8,390,000	8,390,000
11/01/2028			156,287.50	156,287.50	551,100.00	8,390,000	8,390,000
05/01/2029	240,000	3.000%	156,287.50	396,287.50		8,150,000	8,150,000
11/01/2029			152,687.50	152,687.50	548,975.00	8,150,000	8,150,000
05/01/2030	250,000	3.000%	152,687.50	402,687.50		7,900,000	7,900,000
11/01/2030			148,937.50	148,937.50	551,625.00	7,900,000	7,900,000
05/01/2031	255,000	3.000%	148,937.50	403,937.50		7,645,000	7,645,000
11/01/2031			145,112.50	145,112.50	549,050.00	7,645,000	7,645,000
05/01/2032	265,000	3.500%	145,112.50	410,112.50		7,380,000	7,380,000
11/01/2032			140,475.00	140,475.00	550,587.50	7,380,000	7,380,000
05/01/2033	275,000	3.500%	140,475.00	415,475.00		7,105,000	7,105,000
11/01/2033			135,662.50	135,662.50	551,137.50	7,105,000	7,105,000
05/01/2034	285,000	3.500%	135,662.50	420,662.50		6,820,000	6,820,000
11/01/2034			130,675.00	130,675.00	551,337.50	6,820,000	6,820,000
05/01/2035	295,000	3.500%	130,675.00	425,675.00		6,525,000	6,525,000
11/01/2035			125,512.50	125,512.50	551,187.50	6,525,000	6,525,000
05/01/2036	305,000	3.500%	125,512.50	430,512.50		6,220,000	6,220,000
11/01/2036			120,175.00	120,175.00	550,687.50	6,220,000	6,220,000
05/01/2037	315,000	3.500%	120,175.00	435,175.00		5,905,000	5,905,000
11/01/2037			114,662.50	114,662.50	549,837.50	5,905,000	5,905,000
05/01/2038	325,000	3.500%	114,662.50	439,662.50		5,580,000	5,580,000
11/01/2038			108,975.00	108,975.00	548,637.50	5,580,000	5,580,000
05/01/2039	340,000	3.500%	108,975.00	448,975.00		5,240,000	5,240,000
11/01/2039			103,025.00	103,025.00	552,000.00	5,240,000	5,240,000
05/01/2040	350,000	3.500%	103,025.00	453,025.00		4,890,000	4,890,000
11/01/2040			96,900.00	96,900.00	549,925.00	4,890,000	4,890,000
05/01/2041	360,000	3.500%	96,900.00	456,900.00		4,530,000	4,530,000
11/01/2041			90,600.00	90,600.00	547,500.00	4,530,000	4,530,000
05/01/2042	375,000	4.000%	90,600.00	465,600.00		4,155,000	4,155,000
11/01/2042			83,100.00	83,100.00	548,700.00	4,155,000	4,155,000
05/01/2043	390,000	4.000%	83,100.00	473,100.00		3,765,000	3,765,000
11/01/2043			75,300.00	75,300.00	548,400.00	3,765,000	3,765,000
05/01/2044	405,000	4.000%	75,300.00	480,300.00		3,360,000	3,360,000
11/01/2044			67,200.00	67,200.00	547,500.00	3,360,000	3,360,000
05/01/2045	425,000	4.000%	67,200.00	492,200.00		2,935,000	2,935,000
11/01/2045			58,700.00	58,700.00	550,900.00	2,935,000	2,935,000
05/01/2046	440,000	4.000%	58,700.00	498,700.00		2,495,000	2,495,000
11/01/2046			49,900.00	49,900.00	548,600.00	2,495,000	2,495,000

BOND DEBT SERVICE

Rivers Edge II Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2021
 Pricing Date: April 6, 2021
 FINAL PRICING NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
05/01/2047	460,000	4.000%	49,900.00	509,900.00		2,035,000	2,035,000
11/01/2047			40,700.00	40,700.00	550,600.00	2,035,000	2,035,000
05/01/2048	480,000	4.000%	40,700.00	520,700.00		1,555,000	1,555,000
11/01/2048			31,100.00	31,100.00	551,800.00	1,555,000	1,555,000
05/01/2049	495,000	4.000%	31,100.00	526,100.00		1,060,000	1,060,000
11/01/2049			21,200.00	21,200.00	547,300.00	1,060,000	1,060,000
05/01/2050	520,000	4.000%	21,200.00	541,200.00		540,000	540,000
11/01/2050			10,800.00	10,800.00	552,000.00	540,000	540,000
05/01/2051	540,000	4.000%	10,800.00	550,800.00			
11/01/2051					550,800.00		
	9,900,000		6,777,862.78	16,677,862.78	16,677,862.78		

BOND DEBT SERVICE

Rivers Edge II Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2021
 Pricing Date: April 6, 2021
 FINAL PRICING NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Bond Balance	Total Bond Value
11/01/2021			183,600.28	183,600.28	9,900,000	9,900,000
11/01/2022	200,000	2.400%	349,175.00	549,175.00	9,700,000	9,700,000
11/01/2023	205,000	2.400%	344,315.00	549,315.00	9,495,000	9,495,000
11/01/2024	210,000	2.400%	339,335.00	549,335.00	9,285,000	9,285,000
11/01/2025	215,000	2.400%	334,235.00	549,235.00	9,070,000	9,070,000
11/01/2026	220,000	2.400%	329,015.00	549,015.00	8,850,000	8,850,000
11/01/2027	225,000	3.000%	323,000.00	548,000.00	8,625,000	8,625,000
11/01/2028	235,000	3.000%	316,100.00	551,100.00	8,390,000	8,390,000
11/01/2029	240,000	3.000%	308,975.00	548,975.00	8,150,000	8,150,000
11/01/2030	250,000	3.000%	301,625.00	551,625.00	7,900,000	7,900,000
11/01/2031	255,000	3.000%	294,050.00	549,050.00	7,645,000	7,645,000
11/01/2032	265,000	3.500%	285,587.50	550,587.50	7,380,000	7,380,000
11/01/2033	275,000	3.500%	276,137.50	551,137.50	7,105,000	7,105,000
11/01/2034	285,000	3.500%	266,337.50	551,337.50	6,820,000	6,820,000
11/01/2035	295,000	3.500%	256,187.50	551,187.50	6,525,000	6,525,000
11/01/2036	305,000	3.500%	245,687.50	550,687.50	6,220,000	6,220,000
11/01/2037	315,000	3.500%	234,837.50	549,837.50	5,905,000	5,905,000
11/01/2038	325,000	3.500%	223,637.50	548,637.50	5,580,000	5,580,000
11/01/2039	340,000	3.500%	212,000.00	552,000.00	5,240,000	5,240,000
11/01/2040	350,000	3.500%	199,925.00	549,925.00	4,890,000	4,890,000
11/01/2041	360,000	3.500%	187,500.00	547,500.00	4,530,000	4,530,000
11/01/2042	375,000	4.000%	173,700.00	548,700.00	4,155,000	4,155,000
11/01/2043	390,000	4.000%	158,400.00	548,400.00	3,765,000	3,765,000
11/01/2044	405,000	4.000%	142,500.00	547,500.00	3,360,000	3,360,000
11/01/2045	425,000	4.000%	125,900.00	550,900.00	2,935,000	2,935,000
11/01/2046	440,000	4.000%	108,600.00	548,600.00	2,495,000	2,495,000
11/01/2047	460,000	4.000%	90,600.00	550,600.00	2,035,000	2,035,000
11/01/2048	480,000	4.000%	71,800.00	551,800.00	1,555,000	1,555,000
11/01/2049	495,000	4.000%	52,300.00	547,300.00	1,060,000	1,060,000
11/01/2050	520,000	4.000%	32,000.00	552,000.00	540,000	540,000
11/01/2051	540,000	4.000%	10,800.00	550,800.00		
	9,900,000		6,777,862.78	16,677,862.78		

FOURTH ORDER OF BUSINESS

RIVERS EDGE II CDD

Acquisition of Series 2021 Bond Improvements and Work Product April 2021

DRAFT

[CORPORATE LETTERHEAD]

April 20, 2021

Rivers Edge II Community Development District
c/o James Perry, District Manager
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092

RE: Acquisition of Landscaping and Stormwater Infrastructure – 2021 Bonds

Dear Mr. Perry:

Mattamy Jacksonville LLC has completed and wishes to sell to the District certain landscaping and stormwater infrastructure (the “Improvements”), and associated plans, designs, permits and other work product (the “Work Product”), as more particularly described at **Exhibit A**. Mattamy Jacksonville wishes to convey the Improvements and the Work Product, which were included in the District’s *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019, as supplemented from time to time, including by that certain *Rivers Edge II Community Development District Engineer’s Report Series 2021 Bonds*, dated March 8, 2021 (collectively, the “Engineer’s Report”) to the District with the expectation that Mattamy Jacksonville may be reimbursed for all or part of the Improvements and/or Work Product from available bond proceeds now or in the future. The actual cost of constructing the Improvements and completing the Work Product is **\$4,165,260.95**.

Notwithstanding anything to the contrary herein, to the extent any amounts remain to be paid to contractors or professionals performing the work, Mattamy Jacksonville agrees to timely make payment for all such amounts and to ensure that no liens are placed on the property.

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

By: MATTAMY FLORIDA LLC, a Delaware limited liability company, its Manager

ACKNOWLEDGED AND AGREED TO BY:

By: CALBEN (FLORIDA)
CORPORATION, a Florida corporation, its
Manager

Chairman
Rivers Edge II Community
Development District

By: Cliff Nelson
Its: Vice President

cc: Jennifer Kilinski, District Counsel
Ryan Stilwell, P.E., District Engineer

Enclosure

EXHIBIT A: Description of Improvements and Work Product

LongLeaf Pine Landscaping Improvements:

All (1) plants, trees, timber, shrubbery, sod and other landscaping improvements and (2) all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, located within those portions of Longleaf Pine Parkway as identified in the deed recorded at Book 3318, Page 926 of the Official Records of St. Johns County, Florida.

Watersong Phase I and Parcel 17 Phase I Stormwater Infrastructure Improvements:

All pond/stormwater management infrastructure together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities located within the following tracts:

Tracts SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, SWMF-7, SWMF-8, SWMF-9, SWMF-10, and SWMF-11, each as identified on the on the Plat titled “Watersong at Rivertown” recorded at Book 99, Pages 1 et seq. of the Official Records of St. Johns County, Florida.

Tracts SWMF-1 and SWMF-2, each as identified on the Plat titled “Watersong at RiverTown -Phase Two-A” recorded at Book 106, Pages 75-82 et seq. of the Official Records of St. Johns County, Florida.

Tracts SWMF-1 and SWMF-2, each as identified on the Plat titled “HighPointe at RiverTown – Phase One” recorded at Book 102, Pages 19-26 et seq. of the Official Records of St. Johns County, Florida.

Parcel 17 Pocket Park Improvements

(together with the LongLeaf Pine Landscaping Improvements and the Watersong Phase I and Parcel 17 Phase I Stormwater Infrastructure Improvements, the “Improvements”):

All shade pavilions, playground and recreational equipment, and landscaping, including all (1) plants, trees, timber, shrubbery, sod and other landscaping improvements and (2) all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, located within the following tracts:

Tracts O-1, O-2, O-3, O-4 and O-5, each as identified on Plat titled “HighPointe at RiverTown – Phase One” recorded at Book 102, Pages 19-26 et seq. of the Official Records of St. Johns County, Florida.

Work Product:

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

Table 1: Total Costs by Improvement Type

<u>Subcontractor/Vendor</u>	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Acquisition Amount</u>
<u>Longleaf Pine Landscaping - Improvements and Work Product</u>			
Randy Suggs	935,783.00	-	935,783.00
Costa Verde	332,882.20	-	332,882.20
Verdego	64,664.50	-	64,664.50
Prosser	32,020.77	-	32,020.77
Southern Tree Growers	14,556.25	-	14,556.25
KAD Electric	11,175.00	-	11,175.00
Architectural Precast	6,370.40	-	6,370.40
American Architectural	5,445.00	-	5,445.00
Creative Designs	4,740.54	-	4,740.54
JEA	3,425.99	-	3,425.99
G.G. Excavation & Construction	3,150.00	-	3,150.00
Hutch N Sonz PaintTeam	2,500.00	-	2,500.00
FPL	2,323.72	-	2,323.72
A&J Land Surveyors	330.00	-	330.00
Subtotal	1,419,367.37	-	1,419,367.37
<u>Parcel 17 PH1 Park and Landscaping - Improvements and Work Product</u>			
Randy Suggs	200,199.27		200,199.27
Kompan	73,539.47		73,539.47
Vallencourt	48,308.79		48,308.79
Noble Construction Group	34,198.00		34,198.00
Precision Playground	21,515.00		21,515.00
First Coast Mulch	7,623.00		7,623.00
Southern Recreation	7,010.02		7,010.02
Sterling Specialties	6,580.00		6,580.00
Ford Roofing	3,640.00		3,640.00
G.G. Excavation & Const	3,100.00		3,100.00
Hutch N Sonz PaintTeam	2,250.00		2,250.00
Lowes Structures	1,529.00		1,529.00
Subtotal	409,492.55	-	409,492.55
<u>Parcel 17 PH1 Stormwater Infrastructure - Improvements and Work Product</u>			
Vallencourt	467,079.73	-	467,079.73
Subtotal	467,079.73	-	467,079.73
<u>Parcel 17 PH1 Pond - Improvements and Work Product</u>			
Vallencourt	256,161.00	-	256,161.00
Subtotal	256,161.00	-	256,161.00
<u>Watersong PH1 Stormwater Infrastructure - Improvements and Work Product</u>			
Vallencourt	1,103,649.58	-	1,103,649.58
Subtotal	1,103,649.58	-	1,103,649.58
<u>Watersong PH1 Ponds - Improvements and Work Product</u>			
Vallencourt	509,510.72	-	509,510.72
Subtotal	509,510.72	-	509,510.72
Total	4,165,260.95	-	4,165,260.95

AFFIDAVIT REGARDING COSTS PAID

[ACQUISITION OF LANDSCAPING AND STORMWATER INFRASTRUCTURE IMPROVEMENTS AND WORK PRODUCT – 2021 BONDS]

STATE OF FLORIDA
COUNTY OF _____

I, Clifford Nelson, of Mattamy Jacksonville LLC (“**Developer**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Clifford Nelson and I am employed by the Developer as **Vice President**. I have authority to make this affidavit on behalf of the Developer.
3. Developer is the primary owner and/or developer of certain lands within the Rivers Edge II Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019, and the *Rivers Edge II Community Development District Engineer’s Report Series 2021 Bonds*, dated March 8, 2021, among other applicable reports related to the future bond series (“**Engineer’s Report**”), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has acted as prime general contractor and has expended funds to construct improvements and to complete or cause to be completed certain associated work product as described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the improvements/work product completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, Developer agrees to timely make payment for any remaining amounts due to contractors or professionals. Evidence of costs paid, including payment applications, invoices, and other documentation are complete and on file with the Developer, and are capable of being produced upon request.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this _____ day of April, 2021.

MATTAMY JACKSONVILLE LLC

By: Clifford Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of April, 2021, by Clifford Nelson, Vice President of Mattamy Jacksonville LLC, who ☐ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

**DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF LANDSCAPING AND STORMWATER INFRASTRUCTURE
IMPROVEMENTS AND WORK PRODUCT – 2021 BONDS**

_____, 2021

Board of Supervisors
Rivers Edge II Community Development District

Re: Rivers Edge II Community Development District (St. Johns County, Florida)
Acquisition of Landscaping and Stormwater Infrastructure Improvements and Work
Product – 2021 Bonds

Ladies and Gentlemen:

The undersigned, a representative of Prosser, Inc. ("**District Engineer**"), as District Engineer for the Rivers Edge II Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Mattamy Jacksonville LLC ("**Developer**") of certain improvements ("**Improvements**") and associated work product ("**Work Product**"), all as more fully described in **Exhibit A** attached hereto, and in that certain *Developer Bill of Sale & Assignment [Landscaping and Stormwater Infrastructure – 2021 Bonds]* ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's Capital Improvement Plan as set forth in the District's *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019, and *Rivers Edge II Community Development District Engineer's Report Series 2021 Bonds*, dated March 8, 2021, among other applicable reports related to the future bond series ("**Engineer's Report**"), and specially benefit property within the District.
3. In my opinion, the Improvements were installed consistent with all regulatory requirements, including Florida Department of Transportation and St. Johns County, Florida, standards, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities, including but not limited to, the Work Product that relates to the Improvements. Prosser further hereby acknowledges that the District is acquiring or has acquired the Improvements and the Work Product developed by Prosser in

conjunction therewith and accordingly, the District has the unrestricted right to rely upon the work product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.

5. The total costs associated with the Improvements and Work Product are **\$4,165,260.95**, as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and the Work Product, and (ii) the reasonable fair market value of the Improvements and the Work Product.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and the Work Product.

FURTHER AFFIANT SAYETH NOT.

Ryan P. Stilwell, P.E.
Prosser, Inc.
Florida Registration No. _____
District Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of April, 2021, by Ryan P. Stilwell, P.E. of Prosser, Inc. who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

**DEVELOPER ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN
IMPROVEMENTS AND WORK PRODUCT AND THE RIGHT TO RELY UPON ANY
WARRANTIES AND CONTRACT TERMS FOR THE COMPLETION OF SAME**

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of April, 2021, by Clifford Nelson, Vice President of **MATTAMY JACKSONVILLE LLC**, with offices located at 4901 Vineland Road, Suite 450, Orlando, FL 32811 (“Developer”), in favor of the **RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT** (“District”), a local unit of special-purpose government situated in St. Johns County, Florida, with offices located at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Developer has managed, overseen, and contracted for the construction of certain infrastructure improvements (the “Improvements”) and associated plans, designs, permits and other work product (the “Work Product”). The Improvements and Work Product completed and to be acquired are more generally described in the attached **Exhibit A**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Developer acknowledges that the District is acquiring or has acquired the Improvements and Work Product completed or caused to be completed by Developer.

SECTION 3. CONTRACT RIGHTS. Developer hereby expressly acknowledges the District’s right to enforce the terms of all contracts, purchase orders, or other agreements under which the Improvements and Work Product were completed, including but not limited to any warranties, contract rights and remedies, standard of care provisions and other forms of indemnification provided therein and/or available under Florida law.

SECTION 3. WARRANTY. Developer hereby expressly provides to the District a one-year warranty from the effective date of this Acknowledgement on the materials and labor for the Improvements set forth in **Exhibit A** and hereby expressly acknowledges the District’s right to rely upon and enforce any other warranties provided under Florida law, including but not limited to those warranties provided by subcontractors, vendors, and materialmen.

SECTION 4. INDEMNIFICATION. Developer indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit A** because of any act or omission of Developer, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Developer hereby acknowledges that it has fully compensated all contractors, vendors, materialmen, professionals, or others performing work related to completion of the Improvements and the Work Product. Developer further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit A**, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is

no disagreement as to the appropriateness of payment made for the Improvements or Work Product.

SECTION 6. PUBLIC RECORDS. Developer acknowledges that all documents connected with the Improvements, Work Product, and acquisition thereof may be public records and treated as such in accordance with Florida law, and agrees to, upon request, produce such documentation, including but not limited to documentation of funds expended to construct the Improvements and complete the Work Product.

SECTION 7. EFFECTIVE DATE. This Developer Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

[print name]

By: Clifford Nelson
Its: Vice President

[print name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of April, 2021, by _____ of Mattamy Jacksonville LLC who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

DRAFT

**CONTRACTOR ACKNOWLEDGEMENT AND RELEASE
ACQUISITION OF IMPROVEMENTS**

THIS RELEASE is made to be effective as of the ____ day of April, 2021, by _____ (“Contractor”), a _____ with a principal address of _____, in favor of the **Rivers Edge II Community Development District** (“District”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain agreement (“Contract”) dated _____, 20__, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company (“Developer”), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer is in the process of conveying the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney’s fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

[CONTRACTOR NAME]

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of April, 2021, by _____ of _____ who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

RELEASE OF RESTRICTIONS ON RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS, RELATED DOCUMENTS, AND SERVICES CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

THIS RELEASE is made the ____ day of April, 2021, by **Prosser, Inc.** ("**Professional**"), a Florida corporation, with an address of 13901 Sutton Park Drive S, Suite 200A, Jacksonville, FL 32224, in favor of **Rivers Edge II Community Development District** ("**District**"), a local unit of special purpose government, being situated in St. Johns County, Florida, and having offices located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements as described in **Exhibit A**, for Mattamy Jacksonville, LLC ("**Developer**") as owner and developer of lands within the District ("**Work Product**"); and

WHEREAS, the District intends to acquire the Work Product from the Developer and thereby secure the unrestricted right to use and rely upon the same for any and all purposes; and

WHEREAS, the District has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

WHEREAS, Professional has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and Professional agree as follows:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release. Professional acknowledges that the District is acquiring the Work Product from the Developer, and acquiring the Improvements to which it relates, and for that purpose the District has requested that Professional confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

SECTION 2. RELEASE. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes. Further, Professional acknowledges that all warranties, contracts and rights and remedies thereunder and other forms of indemnification, if any, may be freely transferred to the District from the Developer.

SECTION 3. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment

related to the Work Product and that there is no disagreement as to the appropriateness of payment made for Work Product.

SECTION 4. EFFECTIVE DATE. This Release shall take effect upon execution. This Release is effective only for the Work Product identified in **Exhibit A**, and Professional is not waiving or releasing any rights with respect to future work to be conducted pursuant to its existing agreement.

ATTEST

PROSSER, INC.

By: _____

By: _____
Its: _____

Exhibit A – Description of Work Product

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of April, 2021, by _____ of **Prosser Inc.**, who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

DEVELOPER BILL OF SALE & ASSIGNMENT
[ACQUISITION OF LANDSCAPING AND SORMWATER INFRASTRUCTURE
2021 BONDS]

This *Developer Bill of Sale & Assignment (Acquisition of Landscaping and Stormwater Infrastructure – 2021 Bonds)* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ____ day of April, 2021, by **Mattamy Jacksonville LLC (“Grantor”)**, a Delaware limited liability company, whose address 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and to the **Rivers Edge II Community Development District (“Grantee”)**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

1. LongLeaf Pine Landscaping Improvements, Watersong Phase I and Parcel 17 Phase I Stormwater Infrastructure Improvements, and Parcel 17 Pocket Park Improvements, all as more specifically identified and defined at **Exhibit A** attached hereto (together, “**Improvements**”).
2. All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, “**Work Product**”).
1. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights);

to have and to hold all of the foregoing unto the Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements and Work Product; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements and Work Product; and (iv) the Grantor will warrant and defend the sale of the Improvements and Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements or Work Product, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, the Developer shall provide any warranties required by St. Johns County, Florida ("**County**") in connection with the turnover of any of the Improvements to the County, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors.

d. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

e. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

f. This instrument shall be governed by, and construed under, the laws of the State of Florida.

g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

h. As consideration for the sale of the Improvements and the Work Product, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement Between the Rivers Edge II Community Development District and Mattamy Jacksonville LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* dated January 29, 2020, among other applicable acquisition agreements related to future bond series, the Grantee shall make payment for the cost of the Improvements and Work Product up to the amounts set forth in **Exhibit A**.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this ____ day of April, 2021.

MATTAMY JACKSONVILLE LLC

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of April, 2021, by _____, as _____ of Mattamy Jacksonville LLC, a limited liability company, on behalf of the company, (*check one*) ☐ who is personally known to me or ☐ who has produced a _____ as identification.

(Affix Notary Seal)

Notary Public, State of Florida
My Commission Expires:

[CORPORATE LETTERHEAD]

March 30, 2021

Rivers Edge II Community Development District
c/o James Perry, District Manager
Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, Florida 32092

RE: Acquisition of Keystone Corners Boulevard

Dear Mr. Perry:


Mattamy Jacksonville LLC has completed and wishes to sell to the District certain improvements associated with the Keystone Corners Parkway roadway, which improvements are more particularly set forth in the Engineer's Report (defined herein) (the "Improvements"), and associated plans, designs, permits and other work product (the "Work Product"). Mattamy Jacksonville wishes to convey the Improvements and the Work Product, which were included in the District's *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019, as supplemented by that certain *District's Engineer's Report 2020 Bonds*, dated February 7, 2020 (collectively, the "Engineer's Report") to the District with the expectation that Mattamy Jacksonville may be reimbursed for all or part of the Improvements and/or Work Product from available bond proceeds now or in the future. The actual cost of constructing the Improvements and completing the Work Product is **\$4,267,502.39**.

Notwithstanding anything to the contrary herein, Mattamy Jacksonville estimates that an additional **\$20,000** in bond premiums remains to be paid ("**Remaining Amount**"). Mattamy Jacksonville agrees to timely make payment for all Remaining Amounts owed and to ensure that all required bonds are maintained.

MATTAMY JACKSONVILLE LLC, a Delaware
limited liability company

By: MATTAMY FLORIDA LLC, a Delaware
limited liability company, its Manager

ACKNOWLEDGED AND AGREED TO BY:


Chairperson
Rivers Edge II Community Development
District

By: CALBEN (FLORIDA)
CORPORATION, a Florida corporation, its
Manager


By: Cliff Nelson
Its: Vice President

cc: Jennifer Kilinski, District Counsel
Ryan Stilwell, P.E., District Engineer

Enclosure

**AFFIDAVIT REGARDING COSTS PAID
[ACQUISITION OF KEYSTONE CORNERS BOULEVARD]**

STATE OF FLORIDA
COUNTY OF DUVAL

I, Clifford Nelson, of Mattamy Jacksonville LLC (“**Developer**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Clifford Nelson and I am employed by the Developer as **Vice President**. I have authority to make this affidavit on behalf of the Developer.
3. Developer is the developer of certain lands within the Rivers Edge II Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019 and the *District’s Engineer’s Report 2020 Bonds*, dated February 7, 2020, among other applicable reports related to the future bond series (“**Engineer’s Report**”), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop improvements and to complete or cause to be completed certain associated work product as described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the improvements/work product completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed for bond premiums in the amount of **\$20,000**, and Developer agrees to timely make payment for all remaining amounts due, and to ensure that all necessary bonds are maintained.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 30th day of March, 2021.

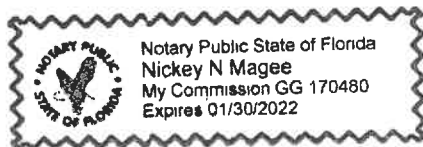
MATTAMY JACKSONVILLE LLC

Clifford Nelson
By: Clifford Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 30th day of March, 2021, by Clifford Nelson, Vice President of Mattamy Jacksonville LLC, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)



Nickey N Magee
Notary Public Signature

Nickey N Magee
(Name typed, printed or stamped)

Notary Public, State of FL

Commission No. GG 170480

My Commission Expires: 01/30/2022

EXHIBIT A: Description of Improvements and Work Product

Improvements: All roadways and related earthwork and drainage improvements, electrical improvements, street light improvements, landscaping and hardscaping improvements, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Spine Road Ph 4 & 5 (Keystone Corners Blvd), as identified on the Plat Book 99, Page 1 et seq. of the Official Records of St. Johns County, Florida.

Work Product: All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

Table 1 – Total Costs by Improvement Type

	<u>Total Cost</u>	<u>Paid To Date</u>	<u>Balance to Finish</u>
<u>Roadway Improvements</u>	\$1,501,707	\$1,501,707	\$0
<u>Landscape & Irrigation</u>	\$990,778	\$990,778	\$0
<u>Earthwork</u>	\$976,667	\$976,577	\$0
<u>Drainage Improvements</u>	\$632,458	\$632,458	\$0
<u>Professional Fees</u>	\$165,983	\$145,983	\$20,000
TOTALS:	\$4,267,502	\$4,247,502	\$20,000

Table 2 – Total Costs by Subcontractor

<u>Contractor</u>	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Acquisition Amount</u>
A&J Land Surveyors, Inc.	\$4,350.00	\$0.00	\$4,350.00
American Architectural Graphics, Inc.	\$16,189.00	\$0.00	\$16,189.00
R&K Marketing Inc. d/b/a American Imaging Machines	\$101.66	\$0.00	\$101.66
Architectural Precast & Foam, LLC	\$4,506.00	\$0.00	\$4,506.00
B & S Signs, Inc.	\$26,805.48	\$0.00	\$26,805.48
BONDS	\$16,309.00	\$20,000.00	\$36,309.00
Burnham, LLC	\$2,800.00	\$0.00	\$2,800.00
Commercial Window Cleaning, Inc.	\$1,500.00	\$0.00	\$1,500.00
ECS-Florida, LLC	\$2,000.00	\$0.00	\$2,000.00

Ash Signs, Inc., d/b/a FASTSIGNS	\$876.80	\$0.00	\$876.80
First Coast Electric, LLC	\$143,950.00	\$0.00	\$143,950.00
Florida Power & Light	\$13,729.02	\$0.00	\$13,729.02
G.G. Excavation & Construction, Inc.	\$4,725.00	\$0.00	\$4,725.00
Gemini Engineering & Sciences, Inc.	\$3,840.00	\$0.00	\$3,840.00
Jacksonville Electric Authority	\$20,901.76	\$0.00	\$20,901.76
KAD Electric Company, Inc	\$40,000.00	\$0.00	\$40,000.00
Lowe Structures Inc.	\$4,500.00	\$0.00	\$4,500.00
Mills Concrete Inc	\$41,995.10	\$0.00	\$41,995.10
Noble Construction Group Inc	\$6,538.57	\$0.00	\$6,538.57
Outhouse Portable Restrooms	\$757.68	\$0.00	\$757.68
Partridge Well Drilling Company, Inc.	\$1,025.00	\$0.00	\$1,025.00
Pro Coatings Unlimited, Inc.	\$3,419.00	\$0.00	\$3,419.00
Prosser, Inc.	\$107,145.00	\$0.00	\$107,145.00
Provost, David (reimbursement)	\$500.00	\$0.00	\$500.00
Randy Suggs Landscaping, Inc.	\$787,682.11	\$0.00	\$787,682.11
Robert James Custom Metal Fabricating LLC	\$74,127.00	\$0.00	\$74,127.00
Smith, DJ (reimbursement)	\$917.52	\$0.00	\$917.52
St. Johns County	\$6,804.00	\$0.00	\$6,804.00
Sterling Specialties Inc.	\$22,800.00	\$0.00	\$22,800.00
Stratton, Melissa (reimbursement)	\$48.90	\$0.00	\$48.90
Trinity Underground, Inc.	\$89,679.03	\$0.00	\$89,679.03
Vallencourt Construction Co., Inc.	\$2,791,843.32	\$0.00	\$2,791,843.32
Verdego, LLC	\$1,171.98	\$0.00	\$1,171.98
Waste Watchers of Jacksonville	\$3,964.46	\$0.00	\$3,964.46
TOTALS:	\$4,247,502.39	\$20,000.00	\$4,267,502.39

**DEVELOPER BILL OF SALE & ASSIGNMENT
[ACQUISITION OF KEYSTONE CORNERS BOULEVARD]**

This *Developer Bill of Sale & Assignment (Acquisition of Keystone Corners Boulevard)* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ____ day of March, 2021, by **Mattamy Jacksonville LLC** (“**Grantor**”), a Delaware limited liability company, whose address 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and to the **Rivers Edge II Community Development District** (“**Grantee**”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and the successors and assigns of corporations or governmental entities.)

WITNESSETH, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor by these presents does grant, bargain, sell, transfer, and deliver unto the Grantee, its successors and assigns, the following described property, assets and rights, to-wit:

1. All roadways and related earthwork and drainage improvements, electrical improvements, street light improvements, landscaping and hardscaping improvements, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Spine Road Ph 4 & 5 (Keystone Corners Blvd), as identified on the plat known as Watersong at RiverTown, recorded at Plat Book 99, Page 1 et seq. of the Official Records of St. Johns County, Florida (together, “**Improvements**”).
2. All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, “**Work Product**”).
3. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights);

to have and to hold all of the foregoing unto the Grantee, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

This instrument is subject to the following provisions:

a. In furtherance of the foregoing, Grantor hereby acknowledges that from this date Grantee has succeeded, on a non-exclusive basis jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights), to all of its right, title, and standing to: (i) receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby; (ii) institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

b. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements and Work Product; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements and Work Product; and (iv) the Grantor will warrant and defend the sale of the Improvements and Work Product hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements or Work Product, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, the Developer shall provide any warranties required by St. Johns County, Florida ("**County**") in connection with the turnover of any of the Improvements to the County, but only to the extent that the Developer is unable to transfer and/or assign sufficient warranties from applicable contractors.

d. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form.

e. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

f. This instrument shall be governed by, and construed under, the laws of the State of Florida.

g. This instrument shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

h. As consideration for the sale of the Improvements and the Work Product, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement*

Between the Rivers Edge II Community Development District and Mattamy Jacksonville LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property dated January 29, 2020, among other applicable acquisition agreements related to future bond series, the Grantee shall make payment for the cost of the Improvements and Work Product up to the amounts set forth in **Exhibit A**.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this 30th day of March, 2021.

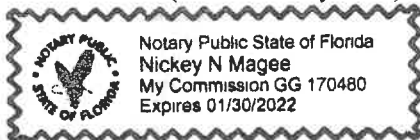
MATTAMY JACKSONVILLE LLC

By: Cliff Debor
Its: VP

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 30th day of March 2021, by Cliff Debor, as VP of Mattamy Jacksonville LLC, a limited liability company, on behalf of the company, (check one) who is personally known to me or who has produced a _____ as identification.

(Affix Notary Seal)



Nickey N Magee
Notary Public, State of Florida
My Commission Expires: 01/30/2022

EXHIBIT A: Description of Improvements and Work Product

Improvements: All roadways and related earthwork and drainage improvements, electrical improvements, street light improvements, landscaping and hardscaping improvements, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Spine Road Ph 4 & 5 (Keystone Corners Blvd), as identified on the Plat Book 99, Page 1 et seq. of the Official Records of St. Johns County, Florida.

Work Product: All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

Table 1 – Total Costs by Improvement Type

	<u>Total Cost</u>	<u>Paid To Date</u>	<u>Balance to Finish</u>
<u>Roadway Improvements</u>	\$1,501,707	\$1,501,707	\$0
<u>Landscape & Irrigation</u>	\$990,778	\$990,778	\$0
<u>Earthwork</u>	\$976,667	\$976,577	\$0
<u>Drainage Improvements</u>	\$632,458	\$632,458	\$0
<u>Professional Fees</u>	\$165,983	\$145,983	\$20,000
TOTALS:	\$4,267,502	\$4,247,502	\$20,000

Table 2 – Total Costs by Subcontractor

<u>Contractor</u>	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Acquisition Amount</u>
A&J Land Surveyors, Inc.	\$4,350.00	\$0.00	\$4,350.00
American Architectural Graphics, Inc.	\$16,189.00	\$0.00	\$16,189.00
R&K Marketing Inc. d/b/a American Imaging Machines	\$101.66	\$0.00	\$101.66
Architectural Precast & Foam, LLC	\$4,506.00	\$0.00	\$4,506.00
B & S Signs, Inc.	\$26,805.48	\$0.00	\$26,805.48
BONDS	\$16,309.00	\$20,000.00	\$36,309.00
Burnham, LLC	\$2,800.00	\$0.00	\$2,800.00
Commercial Window Cleaning, Inc.	\$1,500.00	\$0.00	\$1,500.00
ECS-Florida, LLC	\$2,000.00	\$0.00	\$2,000.00

Ash Signs, Inc., d/b/a FASTSIGNS	\$876.80	\$0.00	\$876.80
First Coast Electric, LLC	\$143,950.00	\$0.00	\$143,950.00
Florida Power & Light	\$13,729.02	\$0.00	\$13,729.02
G.G. Excavation & Construction, Inc.	\$4,725.00	\$0.00	\$4,725.00
Gemini Engineering & Sciences, Inc.	\$3,840.00	\$0.00	\$3,840.00
Jacksonville Electric Authority	\$20,901.76	\$0.00	\$20,901.76
KAD Electric Company, Inc	\$40,000.00	\$0.00	\$40,000.00
Lowe Structures Inc.	\$4,500.00	\$0.00	\$4,500.00
Mills Concrete Inc	\$41,995.10	\$0.00	\$41,995.10
Noble Construction Group Inc	\$6,538.57	\$0.00	\$6,538.57
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Pro Coatings Unlimited, Inc.	\$3,419.00	\$0.00	\$3,419.00
Prosser, Inc.	\$107,145.00	\$0.00	\$107,145.00
Provost, David (reimbursement)	\$500.00	\$0.00	\$500.00
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Robert James Custom Metal Fabricating LLC	\$74,127.00	\$0.00	\$74,127.00
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St. Johns County	\$6,804.00	\$0.00	\$6,804.00
Sterling Specialties Inc.	\$22,800.00	\$0.00	\$22,800.00
Stratton, Melissa (reimbursement)	\$48.90	\$0.00	\$48.90
Trinity Underground, Inc.	\$89,679.03	\$0.00	\$89,679.03
Vallencourt Construction Co., Inc.	\$2,791,843.32	\$0.00	\$2,791,843.32
Verdego, LLC	\$1,171.98	\$0.00	\$1,171.98
Waste Watchers of Jacksonville	\$3,964.46	\$0.00	\$3,964.46
TOTALS:	\$4,247,502.39	\$20,000.00	\$4,267,502.39

BILL OF SALE

Roadway Improvements: Keystone Corners Boulevard

KNOW ALL MEN BY THESE PRESENTS, that RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o GMS, 475 West Town Place, Suite 114, St. Augustine, FL 32092 (hereinafter referred to as "SELLER"), for and in consideration of the sum of Ten and No Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is P.O. Box 3006, St. Augustine, FL 32085 (hereinafter referred to as "COUNTY") has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following property:

All roadways including earthwork, roadbed, surfacing, curb, and drainage systems, as well as walkways, multiuse pathways, sidewalks, and related improvements, located within the right-of-way titled "Keystone Corners Boulevard," as identified on the Plat titled "Watersong at Rivertown," recorded at Book 99, Page 1, of the Official Records of St. Johns County.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above described personal property and the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 6th day of April, 2021.

WITNESSES:

Signature: N. Z.

Print Name: Naveed Zaerradeh

Signature: Chelsea A. O'Keefe

Print Name: Chelsea A. O'Keefe

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

BY: Jacob O'Keefe

Jacob O'Keefe
Its: Chairman

STATE OF FLORIDA

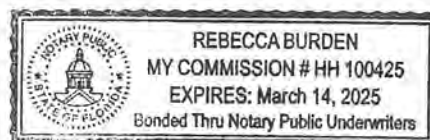
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 7 day of April, 2021, by Jacob O'Keefe, as Chairman, of RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT. He is personally known to me or has produced _____ as identification.

Rebecca Burden
Signature of Notary Public

Name Typed, Printed or Stamped

My Commission Expires: _____



**DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF KEYSTONE CORNERS BOULEVARD**

MARCH 26TH, 2021

Board of Supervisors
Rivers Edge II Community Development District

Re: Rivers Edge II Community Development District (St. Johns County, Florida)
Acquisition of Keystone Corners Boulevard

Ladies and Gentlemen:

The undersigned, a representative of Prosser, Inc. ("**District Engineer**"), as District Engineer for the Rivers Edge II Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from Mattamy Jacksonville LLC ("**Developer**") of certain improvements ("**Improvements**") and associated work product ("**Work Product**"), all as more fully described in **Exhibit A** attached hereto, and in that certain *Developer Bill of Sale & Assignment [Keystone Corners Boulevard]* ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's Capital Improvement Plan as set forth in the District's *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019, and *District's Engineer's Report 2020 Bonds*, dated February 7, 2020, among other applicable reports related to the future bond series ("**Engineer's Report**"), and specially benefit property within the District.
3. In my opinion, the Improvements were installed consistent with all regulatory requirements, including Florida Department of Transportation and St. Johns County, Florida, standards, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities, including but not limited to, the Work Product that relates to the Improvements. Prosser further hereby acknowledges that the District is acquiring or has acquired the Improvements and the Work Product developed by Prosser in conjunction therewith and accordingly, the District has the unrestricted right to rely

upon the work product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.

5. The total costs associated with the Improvements and Work Product are **\$4,267,502.39**, as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and the Work Product, and (ii) the reasonable fair market value of the Improvements and the Work Product.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and the Work Product.

FURTHER AFFIANT SAYETH NOT.




Ryan P. Stilwell, P.E.
Prosser, Inc.
Florida Registration No. 66526
District Engineer

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 26th day of March, 2021, by Ryan P. Stilwell, P.E. of Prosser, Inc. who is personally known to me or who has produced _____ as identification, and did or did not take the oath.



Notary Public, State of Florida
Print Name: William Roberts
Commission No.: GG 309607
My Commission Expires: 3/10/2023

EXHIBIT A: Description of Improvements and Work Product

Improvements: All roadways and related earthwork and drainage improvements, electrical improvements, street light improvements, landscaping and hardscaping improvements, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Spine Road Ph 4 & 5 (Keystone Corners Blvd), as identified on the Plat Book 99, Page 1 et seq. of the Official Records of St. Johns County, Florida.

Work Product: All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

Table 1 – Total Costs by Improvement Type

	<u>Total Cost</u>	<u>Paid To Date</u>	<u>Balance to Finish</u>
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<u>Earthwork</u>	\$976,667	\$976,577	\$0
<u>Drainage Improvements</u>	\$632,458	\$632,458	\$0
<u>Professional Fees</u>	\$165,983	\$145,983	\$20,000
TOTALS:	\$4,267,502	\$4,247,502	\$20,000

Table 2 – Total Costs by Subcontractor

<u>Contractor</u>	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Acquisition Amount</u>
A&J Land Surveyors, Inc.	\$4,350.00	\$0.00	\$4,350.00
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Robert James Custom Metal Fabricating LLC	\$74,127.00	\$0.00	\$74,127.00
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St. Johns County	\$6,804.00	\$0.00	\$6,804.00
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Stratton, Melissa (reimbursement)	\$48.90	\$0.00	\$48.90
Trinity Underground, Inc.	\$89,679.03	\$0.00	\$89,679.03
Vallencourt Construction Co., Inc.	\$2,791,843.32	\$0.00	\$2,791,843.32
Verdego, LLC	\$1,171.98	\$0.00	\$1,171.98
Waste Watchers of Jacksonville	\$3,964.46	\$0.00	\$3,964.46
TOTALS:	\$4,247,502.39	\$20,000.00	\$4,267,502.39

RELEASE OF RESTRICTIONS ON RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS, RELATED DOCUMENTS, AND SERVICES CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN INFRASTRUCTURE IMPROVEMENTS

THIS RELEASE is made the 26 day of March, 2021, by **Prosser, Inc.** ("Professional"), a Florida corporation, with an address of 13901 Sutton Park Drive S, Suite 200A, Jacksonville, FL 32224, in favor of **Rivers Edge II Community Development District** ("District"), a local unit of special purpose government, being situated in St. Johns County, Florida, and having offices located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements as described in **Exhibit A**, for Mattamy Jacksonville, LLC ("Developer") as owner and developer of lands within the District ("**Work Product**"); and

WHEREAS, the District subsequently intends to acquire the Work Product from the Developer and thereby secure the unrestricted right to use and rely upon the same for any and all purposes; and

WHEREAS, the District has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

WHEREAS, Professional has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and Professional agree as follows:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. RELEASE. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes. Further, Professional acknowledges that all warranties, contracts and rights and remedies thereunder and other forms of indemnification, if any, may be freely transferred to the District from the Developer.

SECTION 3. CERTIFICATE OF PAYMENT. Professional hereby acknowledges that Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment related to the Work Product and that there is no disagreement as to the appropriateness of payment made for Work Product.

SECTION 4. EFFECTIVE DATE. This Release shall take effect upon execution. This Release is effective only for the Work Product identified in **Exhibit A**, and Professional is not waiving or releasing any rights with respect to future work to be conducted pursuant to its existing agreement.

ATTEST

PROSSER, INC.

By:  Jennifer Urcan


By: RYAN P. STILWELL
Its: PRINCIPAL

Exhibit A – Description of Work Product

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 26TH day of MARCH, 2021, by RYAN STILWELL of **Prosser Inc.**, who ☒ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.



Notary Public, State of Florida
Print Name: WILLIAM ROBERTS
Commission No.: GG 309607
My Commission Expires: 3/10/2023

Exhibit A

Description of Work Product

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the following Improvements:

All roadways and related earthwork and drainage improvements, electrical improvements, street light improvements, landscaping and hardscaping improvements, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components and appurtenances thereto, located within Spine Road Ph 4 & 5 (Keystone Corners Blvd), as identified on the Plat Book 99, Page 1 et seq. of the Official Records of St. Johns County, Florida.

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE
ACQUISITION OF KEYSTONE CORNERS BOULEVARD**

THIS RELEASE is made to be effective as of the 29 day of march, 2021, by **First Coast Electric, LLC**, a Florida limited liability company with a principal address of 5465 Verna Boulevard, Jacksonville, FL 32205 ("**Contractor**"), in favor of the **Rivers Edge II Community Development District** ("**District**"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain agreement dated October 26, 2018, and any amendments and change orders thereto (together, "**Contract**") between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer is in the process of conveying the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

FIRST COAST ELECTRIC, LLC

By: [Signature]
Its: manager

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 29 day of march, 2021, by Billy Highhouse of First Coast Electric, LLC, who ☒ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.



THOMAS L ANDREWS III
Commission # GG 200279
Expires July 25, 2022
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida
Print Name: Thomas L Andrews III
Commission No.: GG 200279
My Commission Expires: July 25, 2022

AIA[®] Document A401[™] – 2017

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 26th day of October in the year 2018

BETWEEN the Contractor:

Mattamy Florida, LLC
7800 Belfort Road #195
Jacksonville, FL 32256
Telephone: 904-279-9500
CGC#1517223

and the Subcontractor:

First Coast Electric, LLC.
P.O. Box 60995
Jacksonville, FL 32256-0995
Telephone: 904-779-5491

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: October 26, 2018

with the Owner:

Mattamy Florida, LLC
7800 Belfort Road #195
Jacksonville, FL 32256
Telephone: 904-279-9500
CGC#1517223

for the following Project:

RiverTown Keystone Corner
St Johns, Florida 32259

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:
(Name, legal status, address and other information)

Prossor
13901 Sutton Park Dr. S. Suite 200
Jacksonville, FL 32224
Telephone: 904-739-3655

The Contractor and the Subcontractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A401[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference.

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ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

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§ 1.6 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

§ 3.3 Communications

§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical

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composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein. If the Contractor does not have such information, the Contractor shall request the information from the Owner in accordance with Article 2 of AIA Document A201-2017 and promptly furnish the information received from the Owner to the Subcontractor.

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 3.4 Claims by the Contractor

§ 3.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

§ 4.2 Execution and Progress of the Work

§ 4.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

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§ 4.2.3 Submittals

§ 4.2.3.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.2.3.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Subcontract Documents.

§ 4.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.3.2 The Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

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§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately, and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.4.3 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.4.5 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.5.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.6 Warranty

§ 4.6.1 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall provide satisfactory evidence as to the kind and quality of materials and equipment furnished or to be furnished.

§ 4.6.2 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

§ 4.7 Indemnification

§ 4.7.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.7.

§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization.

§ 4.9 Professional Services Provided by Subcontractor

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

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§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 6.1.2, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

- ☒ [X] Arbitration pursuant to Section 6.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: (Specify)

If the Contractor and Subcontractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written

demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 6.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 6.3.5 Consolidation or Joinder

§ 6.3.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.5.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim, dispute, or other matter in question not described in the written consent.

§ 6.3.5.3 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.4 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on work not executed and costs incurred by reason of such termination.

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 Termination for Convenience

§ 7.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed, costs incurred by reason of the termination, and reasonable overhead and profit on the Work not executed.

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

This subcontract is to provide all coordination, supervision, labor, materials, required permits, equipment, and services necessary to perform a Turn Key Irrigation, Sod & Landscape System in full accordance with the Contract Documents comprised of the construction drawings, specifications, addenda's, submittals and shop drawings to specifically include but not limited to the following:

This subcontract is to provide all coordination, supervision, labor, materials, required permits, equipment, and services necessary to perform a complete Roadway & Entry Electrical System in full accordance with the Contract Documents comprised of the construction drawings, specifications, addendas, submittals and shop drawings to specifically include but not limited to the following:
I Roadway/Entry/Hardscape Electrical System:

- a. FPL coordination with installation of all required site conduit, sweeps, pull boxes, manholes, hand holes, transformer tie-in for all structure and site primary service.

- b. Electrical secondary service conduit, wire, transformer pads, concrete vaults, man hole structures and tops, pull boxes and final connection per all contract documents and the Electrical Service Provider's specifications/requirements.
- c. All panels, w/ associated wiring, photocells, aluminum racks, GCFI weatherproof receptacles, hand holes, roadway, street and site lighting fixtures, landscape lighting, poles, decorative poles, concrete anchoring, wire sleeves, lamps, ballast, mounting hardware, and associated grounding.
- d. All conduits, wire, pull boxes, receptacles and power to the irrigation pump/time clock.
- e. All contactors, controllers and time clocks including associated connection, programming and testing.

II General Notes/Requirements:

- a. All Surveying, compaction testing, final grading, dewatering, and directional boring is not included in this agreement.
- b. All work to be in accordance to the applicable state, county and national building & industry standard codes.
- c. All wire, fixture connection, pole and light fixture install, etc. is to be completed by Others.

III Additional Qualifications:

- a. All taxes, licenses, insurance, permits and associated inspection fees are by subcontractor.
- b. All lay-out and engineering required to perform work is by subcontractor.
- c. Mattamy enforces a Drug Free Work Place. Subcontractor and its employees shall adhere to this policy.
- d. Subcontractor shall provide Material Safety Data Sheets (MSD) for all substances used at the job site in accordance with Florida Right-To-Know Law.
- e. Subcontractor shall review and abide by the safety requirements as noted in the Mattamy Homes Project Safety Rules policy which is available for review if requested.
- f. Subcontractor accepts all AIA general conditions and supplementary conditions as part of this contract.
- g. One set of electronic shop drawings and submittal data in accordance to the project contract documents shall be submitted within (7) days following contract execution unless otherwise notes.
- h. Subcontractor shall perform all work per the manufacturer's recommendations and applicable codes. Should a conflict exist between the contract documents, governing codes and/or the manufacturer's recommendations, then it shall be the subcontractor's responsibility to notify Mattamy Homes in an effort to resolve the conflict prior to proceeding with the work.
- i. Subcontractor shall maintain all work areas in a broom clean orderly condition and shall be responsible for daily clean-up and removal of their debris to the dumpster provided by

Contractor. If in the event of the Contractor clean-up is not being performed satisfactorily, the Project Superintendent after notified Subcontractor of same shall have the Work performed by others and the charges will be deducted from the next progress payment.

- j. Safety requirements, including netting, barricades, guard rails, etc. required by governing agencies for the protection of Subcontractor's employees shall be provided by Subcontractor.
- k. Subcontractor will provide a complete set of As-Built drawings and close-out documents as required by the specifications prior to receiving final payment.
- l. Subcontractor will maintain record and update the field set of As-Built drawings daily with the onsite supervisor.
- m. All taxes, licenses, insurance, permits and associated inspection fees are by subcontractor.
- n. All lay-out and engineering required to perform work is by subcontractor.
- o. Mattamy enforces a Drug Free Work Place. Subcontractor and its employees shall adhere to this policy.
- p. Subcontractor shall provide Material Safety Data Sheets (MSDS) for all substances used at the job site in accordance with Florida Right-To-Know Law.
- q. Subcontractor shall review and abide by the safety requirements as noted in the Mattamy Homes Project Safety Rules policy which is available for review if requested.
- r. Subcontractor accepts all AIA general conditions and supplementary conditions as part of this contract.

Subcontractor will maintain record and update the field set of As-Built drawings daily with the onsite supervisor

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor's Work, shall be:

(Check one of the following boxes.)

- ☒ [X] The date of this Agreement.
- ☐ [] A date set forth in a notice to proceed issued by the Contractor.

☐ [] Established as follows:
(Paragraphs deleted)

If a date of commencement of the Subcontractor's Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work.

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§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work:
(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Subcontractor's Work.

☒ By the following date: See Below

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.
(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

Portion of Work (Row deleted)	Substantial Completion
Fixture/Gear Shop Drawings & Submittals.....	5 days following receipt of contract
Site Lighting Rough.....	10 days following Mattamy 3 days verbal/written notice
Site Lighting Gear/Panels.....	5 days following delivery of material and Mattamy 3 day verbal/written notice
Site Lighting & Other Electrical Service Trim.....	10 days following delivery of material and Mattamy 3 day verbal/written notice
Owner Training and Programming.....	2 days following Mattamy 3 day verbal/written notice

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be One Hundred Thirty-Eight Thousand Four Hundred Fifty Dollars (\$138,450.00), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 Alternates

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price
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§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract:
(Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)

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Item	Price	Conditions for Acceptance
<p>§ 10.3 Unit prices, if any: <i>(Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)</i></p>		

Item	Units and Limitations	Price Per Unit (\$0.00)
<p>§ 10.4 Allowances, if any, included in the Subcontract Sum: <i>(Identify allowance and state exclusions, if any, from the allowance price.)</i></p>		

Item	Price
------	-------

ARTICLE 11 PAYMENTS

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

NA

§ 11.1.3 Provided an Application for Payment is received by the Contractor not later than the 22nd day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.8, 11.1.9 and 11.2.

§ 11.1.4 If the Subcontractor's Application for Payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent Application for Payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Applications for Payment.

§ 11.1.6 Applications for Payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment.

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§ 11.1.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Subcontract Sum properly allocable to completed Work;
- .2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and
- .3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of previous payments made by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and
- .4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts as retainage from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to substantial completion of the entire Work, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)

Contractor reserves the right to retain on each subcontractor pay application ten percent (10%). Retainage shall be paid to the Trade Partner thirty (30) days after the satisfactory completion of a Job.

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court,

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when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a Certificate for Payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

NA

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 11.4 Interest

Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1 % Monthly

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)

Type of Insurance

Limits

Other Pertinent Requirements

See Attached Exhibit A: Insurance Requirements

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§ 12.1.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 12.1.3 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

§ 12.1.4 **Certificates of Insurance.** The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy.

§ 12.1.5 **Deductibles and Self-Insured Retentions.** The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

§ 12.1.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ 12.1.7 **Notice of Cancellation or Change in Coverage.** Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

§ 12.2.1 The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	NA
Performance Bond	NA

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

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§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 Contractor's Insurance and Bond Obligations

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 12.4 Property Insurance

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 12.4.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 12.4.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

§ 12.5 Waivers of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

| No Exceptions

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

| Subcontractor is to provide all required tools and equipment to complete the job.

§ 13.3 Specific working conditions as noted below:

(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

| To be determined and communicated with Project Manager and Superintendent when/if time is required.

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ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:
(Name, address, email address and other information)

DJ Smith (Sr. Land Development Manager) 7800 Belfort Parkway Suite 195 Jacksonville, FL 32256 904-463-1352
David Provost (Site Superintendent) 7800 Belfort Parkway Suite 195 Jacksonville, FL 32256 904-235-5178
Melissa Stratton (Land Coordinator) 7800 Belfort Parkway Suite 195 Jacksonville, FL 32256 904-426-3102

§ 14.3 The Subcontractor's representative:
(Name, address, email address and other information)

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203™-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)


NA

§ 14.5 Neither the Contractor's nor the Subcontractor's representative shall be changed without ten days' prior notice to the other party.

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract violates any law or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite

Init.  AIA Document A401™ - 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:27:54 on 10/26/2018 under Order No. 5984626901 which expires on 03/08/2019, and is not for resale.
User Notes:

(880305988)

AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

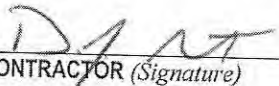
- .1 AIA Document A401™-2017, Standard Form Agreement Between Contractor and Subcontractor;
- .2 Prime Agreement between the Owner and Contractor, including all exhibits thereto, attached as Exhibit A;
- .3 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A: Insurance Requirements
Exhibit B: Pay Applications


This Agreement entered into as of the day and year first written above.



CONTRACTOR (Signature)

DJ Smith Sr. Land Manager

(Printed name and title)




SUBCONTRACTOR (Signature)

First Coast Electric, Owner

(Printed name and title)

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User Notes:

(880305988)

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE
ACQUISITION OF KEYSTONE CORNERS BOULEVARD**

THIS RELEASE is made to be effective as of the 31 day of MARCH, 2021, by **KAD Electric Company Inc.**, a Florida Corporation with a principal address of 7614 Wilson Blvd., Jacksonville, FL 32210 ("**Contractor**"), in favor of the **Rivers Edge II Community Development District** ("**District**"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain purchase order #1316, dated October 31, 2018 ("**Contract**"), and between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed or supplied materials for Developer in connection with certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer is in the process of conveying the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

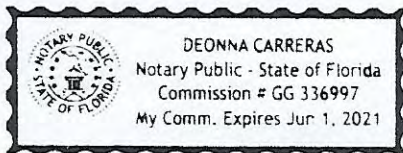
SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

KAD ELECTRIC COMPANY INC.

By: Lisa Dease
Its: President


STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 31 day of March, 2021, by LISA DEASE of **KAD Electric Company Inc.**, who ☒ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.



Deonna Carreras
Notary Public, State of Florida
Print Name: Deonna Carreras
Commission No.: GG336997
My Commission Expires: June 1, 2021

EXHIBIT A

		39 Riverwalk Boulevard St. Johns, Florida 32259 (P) 904-940-5361	
PURCHASE ORDER # 1316			
CONTACT: Keith Dease		PHONE: 904-541-1000	E-MAIL: kadelectric@aol.com
VENDOR: KAD Electric Company PO Box 8567 Fleming Island, FL 32006		DELIVERY ADDRESS: RiverTown Keystone Corner Entry St. Johns, Florida 32259	
		MATTAMY CONTACT: David Provost PHONE: 904-235-5178 E-MAIL: david.provost@mattamycorp.com	
ISSUE DATE	DATE REQUIRED	PAYMENT TERMS	JOB NUMBER
10-31-2018	see below	see below	
MATERIAL/DESCRIPTION		QTY	UNIT PRICE
Keystone Corner Entry Feature: Provide all coordination, supervision, labor, tools, material and equipment for a complete electrical system per the Prosser/Shafter Engineering drawings including but not limited to: 1. Electrical secondary service conduit, wire, hand holes, and final connection. 2. All site & tower electrical including secondary service wire and accessories, electrical gear, distribution panels, breakers, disconnects, grounding, transformers, conduits and fittings, wire, cables, connectors, boxes, cabinet wiring, wiring devices, feeder circuits, branch circuits, fixtures, poles, time clocks, photocells, electrical identification & labeling and surge suppression equipment. 3. Transformer to be within 100' of structure. 4. All fixtures to be per the project specifications.		1	Lot
			TOTAL
			\$ 76,000.00
Purchase Order Numbers must be included on all invoices.			SUBTOTAL \$ 76,000.00 TAX @ 6.5% Included FREIGHT Included TOTAL \$ 76,000.00

LABOR <u> X </u> MATERIALS <u> X </u> OTHER <u> </u>	
--	--

NOTE: IT SHALL BE THE RESPONSIBILITY OF THE VENDOR WHEN PROVIDING "LABOR"
 TO STRICKLY COMPLY WITH OSHA CFR1910 AND CFR 129

D.J. Smith
 Purchasing Agent

CC: **David Provost**
 Onsite Supervisor/Manager

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE
ACQUISITION OF KEYSTONE CORNERS BOULEVARD**

THIS RELEASE is made to be effective as of the 29 day of March, 2021, by **Mills Concrete Inc.**, a Florida Corporation with a principal address of 253 Zygmont Court, St. Augustine, FL 32084 ("**Contractor**"), in favor of the **Rivers Edge II Community Development District** ("**District**"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to an agreement and purchase order attached hereto as **Exhibit A** (together, "**Contract**") between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer is in the process of conveying the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

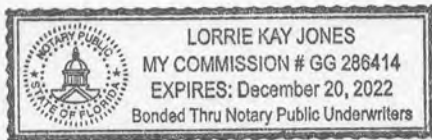
SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

MILLS CONCRETE INC.

By: Amanda Mills
Its: Vice President

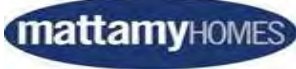
STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this 29 day of March, 2021, by Amanda Mills of Mills Concrete, Inc., who ☒ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.



Lorrie Kay Jones
Notary Public, State of Florida
Print Name: Lorrie Kay Jones
Commission No.: 286414
My Commission Expires: Dec. 20, 2022

Exhibit A



Contract:

39 Riverwalk Boulevard
St. Johns, Florida 32259
(P) 904-940-5361

PURCHASE ORDER # 1302

CONTACT: Stanton Mills		PHONE: 904-827-9784		E-MAIL: Amanda@millsconcreteinc.com	
VENDOR: Mills Concrete, Inc. 352 Paseo Reyes Drive St Augustine, FL 32095		DELIVERY ADDRESS: Rivertown Keystone Corner Entry			
		MATTAMY CONTACT:		PHONE: 904-235-5178	
		David Provost		E-MAIL: david.provost@mattamycorp.com	
ISSUE DATE	DATE REQUIRED	PAYMENT TERMS		JOB NUMBER	COST CODE
10-23-2018	See Below	Net 15th/30th			

Keystone Corner Entry Feature & Hardscape:

Provide all coordination, supervision, labor, materials, tools and equipment for a complete concrete/masonry system per the Prosser/Lowe Structures drawings and the attached project scope sheet.

QTY	UNIT PRICE	TOTAL
-----	------------	-------

1	Lot	\$ 105,837.00
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SUBTOTAL	\$ 105,837.00
----------	---------------

TAX @ 6.5%	Included
------------	----------

FREIGHT	N/A
---------	-----

TOTAL	\$ 105,837.00
-------	---------------

LABOR	X
MATERIALS	X
OTHER	

NOTE: IT SHALL BE THE RESPONSIBILITY OF THE VENDOR WHEN PROVIDING "LABOR" TO STRICKLY COMPLY WITH OSHA CFR1910 AND CFR 129

D.J. Smith
Purchasing Agent

CC: **Dave Provost**
Onsite Supervisor/Manager

SCOPE OF THIS SUBCONTRACT

This subcontract is to provide all coordination, supervision, labor, materials, required permits, equipment, and services necessary to perform a Turn Key Concrete and Masonry System in full accordance with the Contract Documents comprised of the construction drawings, specifications, addendas, submittals and shop drawings to specifically include but not limited to the following:

I Reinforcing Steel

- a. Provide all shop and field fabricated reinforcing steel in strict accordance to the structural plans/specifications and submitted/approved shop drawings tagged for erection in the field. Reinforcing steel to include but is not limited to all foundations, masonry walls, pilasters, columns, lintels, bond beams, cast-in-place beams/structures, slab-on-grade and other required reinforcing related to the structures noted above.
- b. Placing of all reinforcing steel per approved reinforcing steel placement shop drawings and in accordance to the requirements of the project plans and specifications.

II Soil Treatment & Testing

- a. Coordinate and perform all concrete testing as required including all concrete compressive strength testing, air entrainment testing and slump measurement testing.
- b. Coordinate and provide all soil treatment using specified termiticide product for all termite control per the project specifications including warranty terms stated within.

III Concrete

- a. All concrete materials and admixtures to be provided per the approved submittals in accordance to the plans and specifications. Concrete mix design water/cement ratio not to exceed the structural engineer's required requirements/specifications.
- b. Foundations – Lay-Out Coordination/verification, excavate, form, compact, prep and place foundations and all concrete including any/all engineered steel, anchor bolts with formed bolt templates (anchor bolts by others), embeds and associated accessories.
- c. Slabs On Grade – Lay-Out Coordination/verification, excavate, fine grade, backfilling & compaction, forms & block-outs, soil treatment, vapor barrier and seaming tape, sheet welded wire mesh, mesh chairs, reinforcing steel, embeds, concrete, expansion joints, boom pump, testing, saw cuts, curing compound and accessories.
- d. Ribbon curb – Lay-Out coordination/verification, asphalt cutting, demo and removal of asphalt and limerock, reinforcing steel, concrete, testing, saw cuts, curing compound and accessories.

IV Masonry

- a. Masonry system to include but not limited to all specified concrete masonry units and brick, concrete fill cells, horizontal joint reinforcement, control joints, weep cords, brick ties, sand, mortar, and all other accessories specified and required for a complete installation.

- b. Masonry elements to include but not limited to all masonry stem walls, masonry walls, masonry columns, tie-beams, lintels, etc. for a complete reinforced masonry system.

V Paver System at Roadway

- a. Crushcrete Base – Install 4" to 6" of "Crushcrete" base, including grading and compaction to prepare for screening sand and paver installation.
- b. Pavers on Sand – Install 1" to 1 ½" of 919 screening/leveling sand base to the geometry and grades of the contract drawings, compact sand and install concrete pavers. Paver installation includes necessary saw cutting and sanding/compaction upon install. Pavers are to be set in mortar at the perimeters of all walks and planter edges to the lay-out of the contract documents.
- c. Pressure washing/Clean-up – Upon final installation, all paver surfaces are to be pressure washed.
- d. Equipment – Subcontractor to provide all necessary hand tools, wheel borrows, gas cut-off saws, plate compactors, skid steer, and pressure washer to complete all work.
- e. Warranty – 1 year labor warranty to commence upon acceptance of the project by the architect and owner.
- f. This contract specifically includes the above referenced work as it applies to all roadway pavers, paver sidewalks and median pavers.
- g. Subcontractor to coordinate paver delivery date, time and location with the onsite supervisor prior to commencement.
- h. Clean-Up to be performed daily using Mattamy supplied dumpster.
- i. Compaction with a vibratory plate compactor to be 98% of modified proctor maximum dry density.
- j. Paver selection to be confirmed/provided at time of product submittal review. This change order includes either white or gray based pavers.

VI Concrete & Masonry General Notes/Requirements

- a. Lay-out and engineering required to perform work by subcontractor.
- b. Layout, maintenance and protection of horizontal and vertical control including batter boards, string lines, hubs, etc. for all structures by Subcontractor. Mattamy Homes to provide field staked survey points for structure layout reference. Complete structure layout shall be coordinated and provided for Mattamy Home inspection prior to commencement of any work.
- c. Material testing including soil densities, concrete and masonry testing by Subcontractor.
- d. Coordinate all necessary structural inspections and correct any/all deficiencies noted by the Inspector immediately following comments. Re-Inspection fees shall be provided by Subcontractor.
- e. Coordinate all masonry and cast in place concrete construction with approved engineering for structural steel shop drawings.

- f. Subcontractor to coordinate with Mattamy Homes and other subcontractors including Fountain Builder, Plumbing and Electrical.
- g. All work to be in accordance to the applicable state, county and national building & industry standard codes.

VII Additional Qualifications

- a. All taxes, licenses, insurance, permits and associated inspection fees are by subcontractor.
- b. All lay-out and engineering required to perform work is by subcontractor.
- c. Mattamy enforces a Drug Free Work Place. Subcontractor and its employees shall adhere to this policy.
- d. Subcontractor shall provide Material Safety Data Sheets (MSD) for all substances used at the job site in accordance with Florida Right-To-Know Law.
- e. Subcontractor shall review and abide by the safety requirements as noted in the Mattamy Homes Project Safety Rules policy which is available for review if requested.
- f. Subcontractor accepts all AIA general conditions and supplementary conditions as part of this contract.
- g. One set of electronic shop drawings and submittal data in accordance to the project contract documents shall be submitted within (7) days following contract execution unless otherwise notes.
- h. Subcontractor shall perform all work per the manufacturer's recommendations and applicable codes. Should a conflict exist between the contract documents, governing codes and/or the manufacturer's recommendations, then it shall be the subcontractor's responsibility to notify Mattamy Homes in an effort to resolve the conflict prior to proceeding with the work.
- i. Subcontractor shall maintain all work areas in a broom clean orderly condition and shall be responsible for daily clean-up and removal of their debris to the dumpster provided by Contractor. If in the event of the Contractor clean-up is not being performed satisfactorily, the Project Superintendent after notified Subcontractor of same shall have the Work performed by others and the charges will be deducted from the next progress payment.
- j. Safety requirements, including netting, barricades, guard rails, etc. required by governing agencies for the protection of Subcontractor's employees shall be provided by Subcontractor.
- k. Subcontractor will provide a complete set of As-Built drawings and close-out documents as required by the specifications prior to receiving final payment.
- l. Subcontractor will maintain record and update the field set of As-Built drawings daily with the onsite supervisor.

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE
ACQUISITION OF KEYSTONE CORNERS BOULEVARD**

THIS RELEASE is made to be effective as of the 29th day of March, 2021, by **Robert James Custom Metal Fabricating LLC**, a Florida Limited Liability Company with a principal address of 2900 North Canal Street, Jacksonville, FL 32209 ("**Contractor**"), in favor of the **Rivers Edge II Community Development District** ("**District**"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain purchase order # 1315, and dated August 8, 2018 ("**Contract**"), between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed or supplied for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer is in the process of conveying the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

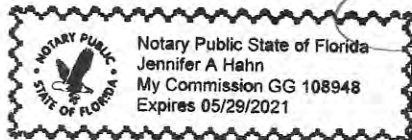
SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

**ROBERT JAMES CUSTOM
METAL FABRICATING LLC**

By: [Signature]
Its: President

**STATE OF FLORIDA
COUNTY OF Duval**

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 29th day of March, 2021, by James Reitz of **Robert James Custom Metal Fabricating LLC**, who ☒ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.



[Signature]
Notary Public, State of Florida
Print Name: Jennifer A Hahn
Commission No.: _____
My Commission Expires: 5-29-2021

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE
ACQUISITION OF KEYSTONE CORNERS BOULEVARD**

THIS RELEASE is made to be effective as of the 21 day of march, 2021, by **Randy Suggs, Inc.**, a Florida Corporation, with a mailing address of P.O. box 1141 Apopka, FL 32704 ("**Contractor**"), in favor of the **Rivers Edge II Community Development District** ("**District**"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain agreement dated October 26, 2018, and any amendments or change orders thereto (together, "**Contract**") and between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer is in the process of conveying the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

RANDY SUGGS, INC.

By: [Signature]

Its: CEO

STATE OF FLORIDA

COUNTY OF Orange

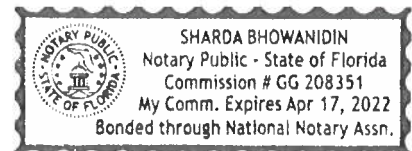
The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 29 day of March, 2021, by Brandon Suggs of Randy Suggs, Inc., who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

[Signature]
Notary Public, State of Florida

Print Name: Sharda Bhowanidin

Commission No.: _____

My Commission Expires: _____



AIA[®] Document A401[™] – 2017

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the 26th day of October in the year 2018

BETWEEN the Contractor:

Mattamy Florida, LLC
7800 Belfort Road #195
Jacksonville, FL 32256
Telephone: 904-279-9500
CGC#1517223

and the Subcontractor:

Randy Suggs, Inc.
P.O. Box 1141
Apoka, FL 32704-1141
Telephone: 407-886-8835

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: October 26, 2018

with the Owner:

Mattamy Florida, LLC
7800 Belfort Road #195
Jacksonville, FL 32256
Telephone: 904-279-9500
CGC#1517223

for the following Project:

RiverTown Keystone Corner
St Johns, Florida 32259

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

The Architect for the Project:
(Name, legal status, address and other information)

Prossor
13901 Sutton Park Dr. S. Suite 200
Jacksonville, FL 32224
Telephone: 904-739-3655

The Contractor and the Subcontractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference.

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ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

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§ 1.6 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

§ 3.3 Communications

§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical

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composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein. If the Contractor does not have such information, the Contractor shall request the information from the Owner in accordance with Article 2 of AIA Document A201-2017 and promptly furnish the information received from the Owner to the Subcontractor.

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 3.4 Claims by the Contractor

§ 3.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

§ 4.2 Execution and Progress of the Work

§ 4.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

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§ 4.2.3 Submittals

§ 4.2.3.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.2.3.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Subcontract Documents.

§ 4.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.3.2 The Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

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§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately, and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.4.3 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.4.5 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.5.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.6 Warranty

§ 4.6.1 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall provide satisfactory evidence as to the kind and quality of materials and equipment furnished or to be furnished.

§ 4.6.2 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

§ 4.7 Indemnification

§ 4.7.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.7.

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§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization.

§ 4.9 Professional Services Provided by Subcontractor

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

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§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 6.1.2, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

- ☒ [X] Arbitration pursuant to Section 6.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

If the Contractor and Subcontractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written

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demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 6.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 6.3.5 Consolidation or Joinder

§ 6.3.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.5.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim, dispute, or other matter in question not described in the written consent.

§ 6.3.5.3 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.4 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on work not executed and costs incurred by reason of such termination.

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor.

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§ 7.2.2 Termination for Convenience

§ 7.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed, costs incurred by reason of the termination, and reasonable overhead and profit on the Work not executed.

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

This subcontract is to provide all coordination, supervision, labor, materials, required permits, equipment, and services necessary to perform a Turn Key Irrigation, Sod & Landscape System in full accordance with the Contract Documents comprised of the construction drawings, specifications, addenda's, submittals and shop drawings to specifically include but not limited to the following:

SCOPE OF THIS SUBCONTRACT

This subcontract is to provide all coordination, supervision, labor, materials, required permits, equipment, and services necessary to perform a Turn Key Irrigation, Sod & Landscape System in full accordance with the Contract Documents comprised of the construction drawings, specifications, addendas, submittals and shop drawings to specifically include but not limited to the following:

I Landscape & Irrigation:

- a. All associate permits and licenses including coordination of final county landscape inspection/acceptance.

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- b. All irrigation piping, sleeving, fittings, valves, valve boxes, controllers including timers & rain/moister sensors, shut-off devices and all miscellaneous incidentals for a complete system per all plans, specifications and addendums.
- c. All landscaping including but not limited to trees, shrubs, plants, sod, mulch, tree staking and all other plant list materials including all warranties. All plants to be provided per the project plant schedule and in accordance with the construction documents & as required by the local inspector.
- d. Maintenance of all plants, sod and planting areas until final acceptance by the local inspector and owner approval.
- e. All certified material to include certificate papers prior to installation and acceptance including grass, tree material and plants.
- f. Coordination of site access prior to paver and sidewalk placement is imperative. Subcontractor to take responsibility and notify the onsite supervisor of any damage to underground utilities, paving, pavers, sidewalks or curb prior to cover-up.
- g. Multiple mobilizations are required throughout the project duration and will be scheduled & coordinated accordingly.
- h. All project clean-up to be done daily including organization of materials and sweeping/blowing of roadways, sidewalks and curb.

II Additional Qualifications:

- a. All taxes, licenses, insurance, permits and associated inspection fees are by subcontractor.
- b. All lay-out and engineering required to perform work is by subcontractor.
- c. Mattamy enforces a Drug Free Work Place. Subcontractor and its employees shall adhere to this policy.
- d. Subcontractor shall provide Material Safety Data Sheets (MSD) for all substances used at the job site in accordance with Florida Right-To-Know Law.
- e. Subcontractor shall review and abide by the safety requirements as noted in the Mattamy Homes Project Safety Rules policy which is available for review if requested.
- f. Subcontractor accepts all AIA general conditions and supplementary conditions as part of this contract.
- g. One set of electronic shop drawings and submittal data in accordance to the project contract documents shall be submitted within (7) days following contract execution unless otherwise notes.
- h. Subcontractor shall perform all work per the manufacturer's recommendations and applicable codes. Should a conflict exist between the contract documents, governing codes and/or the

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manufacturer's recommendations, then it shall be the subcontractor's responsibility to notify Mattamy Homes in an effort to resolve the conflict prior to proceeding with the work.

- i. Subcontractor shall maintain all work areas in a broom clean orderly condition and shall be responsible for daily clean-up and removal of their debris to the dumpster provided by Contractor. If in the event of the Contractor clean-up is not being performed satisfactorily, the Project Superintendent after notified Subcontractor of same shall have the Work performed by others and the charges will be deducted from the next progress payment.
- j. Safety requirements, including netting, barricades, guard rails, etc. required by governing agencies for the protection of Subcontractor's employees shall be provided by Subcontractor.
- k. Subcontractor will provide a complete set of As-Built drawings and close-out documents as required by the specifications prior to receiving final payment.
- l. Subcontractor will maintain record and update the field set of As-Built drawings daily with the onsite supervisor.

Subcontractor will maintain record and update the field set of As-Built drawings daily with the onsite supervisor

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor's Work, shall be:

(Check one of the following boxes.)

☒ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Contractor.

☐ Established as follows:

(Paragraphs deleted)

If a date of commencement of the Subcontractor's Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Subcontractor's Work.

☒ By the following date: See Below

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.

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(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

Portion of Work	Substantial Completion
Irrigation Sleeving	3 days following Mattamy verbal/written notice
Irrigation Mainline/Laterals/Heads/Controls	45 days following Mattamy verbal/written notice
Trees	15 days following Mattamy verbal/written notice
Sod/Shrubs/Mulch	25 days following installation of trees and irrigation
Testing/Final Completion/Owner Training	5 days following complete install
Close-out/As-Built/County Acceptance	10 days following completion of above items

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be Six Hundred Fifty-Seven Thousand Four Hundred Twenty-Nine Dollars and Eleven Cent (\$657,429.11), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 Alternates

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price
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§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract: *(Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 10.3 Unit prices, if any:

(Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 10.4 Allowances, if any, included in the Subcontract Sum:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 11 PAYMENTS

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a

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payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

NA

§ 11.1.3 Provided an Application for Payment is received by the Contractor not later than the 22nd day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.8, 11.1.9 and 11.2.

§ 11.1.4 If the Subcontractor's Application for Payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent Application for Payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Applications for Payment.

§ 11.1.6 Applications for Payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment.

§ 11.1.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Subcontract Sum properly allocable to completed Work;
- .2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and
- .3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of previous payments made by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;
- .3 For Work performed or defects discovered since the last payment application, any amount for

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which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and

.4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts as retainage from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to substantial completion of the entire Work, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)

Contractor reserves the right to retain on each subcontractor pay application ten percent (10%). Retainage shall be paid to the Trade Partner thirty (30) days after the satisfactory completion of a Job.

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed

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Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a Certificate for Payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

NA

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 11.4 Interest

Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

1 % Monthly

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)

Type of Insurance	Limits	Other Pertinent Requirements
See Attached Exhibit A: Insurance Requirements		

§ 12.1.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 12.1.3 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

§ 12.1.4 **Certificates of Insurance.** The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy.

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§ 12.1.5 Deductibles and Self-Insured Retentions. The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

§ 12.1.6 Additional Insured Obligations. To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ 12.1.7 Notice of Cancellation or Change in Coverage. Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

§ 12.2.1 The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	NA
Performance Bond	NA

Payment and Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312TM, current as of the date of this Agreement.

§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 Contractor's Insurance and Bond Obligations

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 12.4 Property Insurance

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 12.4.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

Init.

§ 12.4.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

§ 12.5 Waivers of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

No Exceptions

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

Subcontractor is to provide all required tools and equipment to complete the job.

§ 13.3 Specific working conditions as noted below:

(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

To be determined and communicated with Project Manager and Superintendent when/if time is required.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:

(Name, address, email address and other information)

DJ Smith (Sr. Land Development Manager) 7800 Belfort Parkway Suite 195 Jacksonville, FL 32256 904-463-1352

David Provost (Site Superintendent) 7800 Belfort Parkway Suite 195 Jacksonville, FL 32256 904-235-5178

Melissa Stratton (Land Coordinator) 7800 Belfort Parkway Suite 195 Jacksonville, FL 32256 904-426-3102

§ 14.3 The Subcontractor's representative:

(Name, address, email address and other information)

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203™-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

NA

§ 14.5 Neither the Contractor's nor the Subcontractor's representative shall be changed without ten days' prior notice to the other party.

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract violates any law or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

- .1 AIA Document A401™-2017, Standard Form Agreement Between Contractor and Subcontractor;
- .2 Prime Agreement between the Owner and Contractor, including all exhibits thereto, attached as Exhibit A;
- .3 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)
- .4 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)
- .5 Other documents:

Init.

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User Notes:

(844180280)

(List other documents, if any, forming part of the Agreement.)

Exhibit A: Insurance Requirements
Exhibit B: Pay Applications

This Agreement entered into as of the day and year first written above.



CONTRACTOR (Signature)

DJ Smith Sr. Land Manager

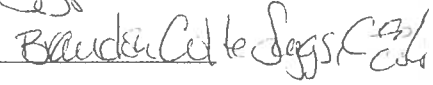
(Printed name and title)



SUBCONTRACTOR (Signature)

Randy Suggs or Representative

(Printed name and title)



(Printed name and title)

Init.



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User Notes:

(844180280)



(407) 886-8835
office@randysuggsinc.com
P.O. Box 1141
Apopka, FL 32704-1141

PROPOSAL

DATE NUMBER
7/25/2019 01-4635 LS

PROPOSED TO:

KEYSTONE CORNERS BLVD RD.

Project

KEYSTONE CORNERS BLVD. ROAD...

FAX #:

QTY	SYM.	COMMON NAME	DESCRIPTION	COST	TOTAL
Keystone Corners Blvd. Change Order #1 Original Contract Value: \$657,429.11					
TREES					
-35	LI6	NATCHEZ CRAPE MYRTLE	2-3" CAL; 45 GAL; 10-12' HT X 5-6' SPD; MULTI-TRUNK	300.00	-10,500.00
27	LI6	NATCHEX CRAPE MYRTLE	3-4" CAL; 100 GAL; 6' CT	850.00	22,950.00
4	PE5	SLASH PINE	5" CAL; 16-18' HT X 5' SPD	360.00	1,440.00
1	PE2	SLASH PINE	2" CAL; 8'-10' HT X 2' SPD	150.00	150.00
-1	SP18	CABBAGE PALMETTO	18' CT; SLICK TRUNK; ROOT REGENERATED; 4 EXCEPTIONAL FRONDS MIN	360.00	-360.00
-1	SP20	CABBAGE PALMETTO	20' CT; SLICK TRUNK; ROOT REGENERATED; 4 EXCEPTIONAL FRONDS MIN	360.00	-360.00
-2	SP16	CABBAGE PALMETTO	16' CT; SLICK TRUNK; ROOT REGENERATED; 4 EXCEPTIONAL FRONDS MIN	360.00	-720.00
-2	TD5	BALD CYPRESS	5" CAL; 100 GAL; 14-16' HT X 6-8' SPD	600.00	-1,200.00
-3	TD2	BALD CYPRESS	2" CAL; 45 GAL; 10-14' HT X 4-5' SPD	225.00	-675.00
SUB-TOTAL TREES					10,725.00
SHRUBS					
-10	MCE	WAX MYRTLE	15 GAL; 4-5' HT X 2-3' SPD	75.00	-750.00
-92	ROS	DOUBLE KNOCK OUT ROSE	3 GAL; 18-20" HT X 16-18" SPD; 24" OC	14.50	-1,334.00
-16	VOD	SWEET VIB./ ODO	7 GAL; 36-48" HT X 24-36" SPD; 36" OC	24.00	-384.00
-227	JCO	PARSONI JUNIPER	3 GAL; 12-14" HT X 12-18" SPD; 30" OC	8.50	-1,929.50
163	MCA	PINK MUHLY	3 GAL; 18" HT & SPD; 42" OC	8.50	1,385.50
-57	PCO	PICKEREL WEED	1 GAL; 16-20" HT; 24" OC	5.00	-285.00
-172	TDAX	FAKAHATCHEE GRASS	3 GAL; 18" HT & SPD; 42" OC	8.50	-1,462.00
-21	TAS	ASIATIC JASMINE	3 GAL; 10-12" SPD; 18" OC	8.50	-178.50

TOTAL

SIGNATURE:



(407) 886-8835
office@randysuggsinc.com
P.O. Box 1141
Apopka, FL 32704-1141

PROPOSAL

DATE NUMBER
7/25/2019 01-4635 LS

PROPOSED TO:

KEYSTONE CORNERS BLVD RD.

Project

KEYSTONE CORNERS BLVD. ROAD...

FAX #:

QTY	SYM.	COMMON NAME	DESCRIPTION	COST	TOTAL
			SUBTOTAL SHRUBS & GROUND COVERS		-4,937.50
274,966	SOD A	ST AUGUSTINE GRASS	Sq.Ft. St.Augustine-Floritam (+/-)	0.05	13,748.30

TOTAL **\$19,535.80**

SIGNATURE: DP nt

DATE: 7/26/19



(407) 886-8835
office@randysuggsinc.com
P.O. Box 1141
Apopka, FL 32704-1141

PROPOSAL

DATE NUMBER
10/24/2019 01-4679 LS

PROPOSED TO:

KEYSTONE CORNERS BLVD RD.

Project

KEYSTONE CORNERS BLVD. ROAD...

FAX #:

QTY	SYM.	COMMON NAME	DESCRIPTION	COST	TOTAL
Keystone Corners Blvd. Change Order #5 Original Contract Value: \$657,429.11					
344.5			Gradings & Land Prep		
42			Grading of Lot	35.00	12,057.50
			Hours for Grade Tractor use	85.00	3,570.00
					15,627.50
10		Ti Plant	New Entry Concept		
30		Sunshine Ligustrum	7 Gal.	28.00	280.00
16		Canna Lily	3 Gal.	18.50	555.00
50		Potato Vine	3 Gal.	12.00	192.00
1			1 Gal.	5.00	250.00
3			Irrigation System by RSL: Drip for pots	300.00	300.00
			soil mix to be formulated as per plans	100.00	300.00
					1,877.00
1,264			Extra Straw on Big Berm		
2			Bales of Pine Straw	6.50	8,216.00
			Hours for Grade Tractor use	85.00	170.00
					8,386.00
2	PE2	Slash Pine	Field Change Per David at Transformer		
40	MCA	Pink Muhly	2"	150.00	300.00
			3 Gal.	8.50	340.00
					640.00
2	PE5	Slash Pine	Field Changer per David to Fix Cut		
2	PE3	Slash Pine	near WaterSong		
			5"	360.00	720.00
			3"	315.00	630.00
					1,350.00
100	MCA	Pink Muhly	Field Change Per David at Top of Berm		
			3 Gal.	8.50	850.00
TOTAL					

SIGNATURE:



(407) 886-8835
office@randysuggsinc.com
P.O. Box 1141
Apopka, FL 32704-1141

PROPOSAL

DATE NUMBER
10/24/2019 01-4679 LS

PROPOSED TO:

KEYSTONE CORNERS BLVD RD.

Project

KEYSTONE CORNERS BLVD. ROAD...

FAX #:

QTY	SYM.	COMMON NAME	DESCRIPTION	COST	TOTAL
					850.00
10	JCO	Parsons Juniper	Field Change per David to repair front entrance site work		
1			3 Gal.	8.50	85.00
2			C.Y. Pine Bark Mulch (+ or -)	45.00	45.00
16			Hours for Grade Tractor use	85.00	170.00
1,350			Grading of Lot	35.00	560.00
			Sq.Ft. St.Augustine-Floritam (+/-)	0.55	742.50
					1,602.50
3			Field Change per David to fix site contractors search for wire		
18			Hours for Grade Tractor use	85.00	255.00
1,800			Grading of Lot	35.00	630.00
			Sq.Ft. St.Augustine-Floritam (+/-)	0.55	990.00
					1,875.00
75	ROS	Knock Out Roses	Orange Branch Trail Entry Redo		
88	IVOX	Schillings	3 Gal.	14.50	1,087.50
22			7 Gal.	27.00	2,376.00
1			C.Y. Pine Bark Mulch (+ or -)	45.00	990.00
			Hours for Grade Tractor use	85.00	85.00
					4,538.50
140			Field Changer per David by pond on left side		
			Bales of Pine Straw	6.50	910.00
					910.00
10,334			Sod Overage		
			Sq.Ft. St.Augustine-Floritam (+/-)	0.55	5,683.70
					5,683.70
20	MCE	Wax Myrtle	Field Change near WaterSong		
			15 Gal.	75.00	1,500.00
TOTAL					

SIGNATURE:



(407) 886-8835
office@randysuggsinc.com
P.O. Box 1141
Apopka, FL 32704-1141

PROPOSAL

DATE NUMBER
10/24/2019 01-4679 LS

PROPOSED TO:

KEYSTONE CORNERS BLVD RD.

Project

KEYSTONE CORNERS BLVD. ROAD...

FAX #:

QTY	SYM.	COMMON NAME	DESCRIPTION	COST	TOTAL
					1,500.00
1			Irrigation Adjustments Irrigation System by RSL to Include: Additional zone at entrance Additional spray and rotor zones at pond Additional bubbler zone at pond Additional zones along roadway Battery Packs	19,734.00	19,734.00
					19,734.00
			Field Change per David to hide transformer		
2	PE5	Slash Pine	5"	360.00	720.00
2	PE3	Slash Pine	3"	315.00	630.00
2	PE2	Slash Pine	2"	150.00	300.00
21	MCE	Wax Myrtle	15 Gal.	75.00	1,575.00
100	TDAX	Fakahatchee Grass	3 Gal.	8.50	850.00
20			Bales of Pine Straw	6.50	130.00
					4,205.00

TOTAL \$68,779.20

SIGNATURE: D. J. M. A.

DATE: 10/24/19



(407) 886-8835
office@randysuggsinc.com
P.O. Box 1141
Apopka, FL 32704-1141

PROPOSAL

DATE 8/14/2019
NUMBER 01-4640 LS

PROPOSED TO:

KEYSTONE CORNERS BLVD RD.

Project

KEYSTONE CORNERS BLVD. ROAD...

FAX #:

QTY	SYM.	COMMON NAME	DESCRIPTION	COST	TOTAL
Keystone Corners Blvd. Change Order #4 Clarification #5 Original Contract Value: \$657,429.11					
9	JS2	Southern Red Cedar	2" Cal; 6-8' Ht	250.00	2,250.00
3	QV4	Live Oak	4" Cal	850.00	2,550.00
2	PE3	Slash Pine	3" Cal	315.00	630.00
1	PE5	Slash Pine	5" Cal	360.00	360.00
1	AR4	Red Maple	4" Cal	825.00	825.00
-1	PE2	Slash Pine	2" Cal	150.00	-150.00
28	JCO	Parson's Juniper	3 Gal	8.50	238.00
136	MCA	Pink Muhly	3 Gal	8.50	1,156.00
4	VOD	Sweet Viburnum	7 Gal	24.00	96.00
163	TDAX	Fakahatchee Grass	3 Gal	8.50	1,385.50
1	MCE	Wax Myrtle	15 Gal	75.00	75.00
1			Irrigation System by RSL	750.00	750.00
1			Labor to Remove and Replace Existing Plants/ Beds	500.00	500.00
100			Bales of Pine Straw	6.50	650.00
1			Miscellaneous landscape material and straw work above contract value	10,000.00	10,000.00

TOTAL \$21,315.50

SIGNATURE: _____

DATE: _____

8/24/19

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE
ACQUISITION OF KEYSTONE CORNERS BOULEVARD**

THIS RELEASE is made to be effective as of the 30 day of March, 2021, by **Trinity Underground, Inc.**, a Florida Corporation with a principal address of 123 Arredondo Ave., St. Augustine, FL 32080 ("**Contractor**"), in favor of the **Rivers Edge II Community Development District** ("**District**"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to those certain purchase orders numbered 1325, 1331, and 1382, attached hereto as **Exhibit A** (together, "**Contract**") between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer is in the process of conveying the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

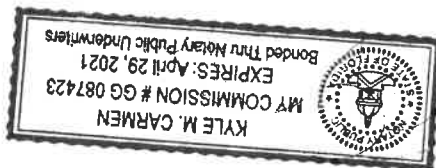
SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

TRINITY UNDERGROUND, INC.

By: [Signature]
Its: President

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of March, 2021, by Thomas Morris of Trinity Underground, Inc., who ☐ is personally known to me or ☒ who has produced Driver's License as identification, and ☐ did or ☒ did not take the oath.



Notary Public, State of Florida
Print Name: Kyle M. Carmen
Commission No.: 087423
My Commission Expires: April 29, 2021

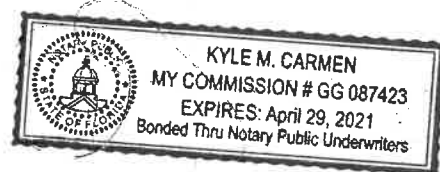


EXHIBIT A



Contract:

7800 Belfort Parkway #195
Jacksonville, FL 32256
(P) 904-279-9500

PURCHASE ORDER # 1325

CONTACT:	Thomas Morris	PHONE:	229-740-1590	E-MAIL:	trinityunderground@yahoo.com
-----------------	---------------	---------------	--------------	----------------	--

VENDOR:	DELIVERY ADDRESS: Rivertown Keystone Corner
----------------	--

Trinity Underground, Inc. P.O. Box 980	St Johns, FL 32259
---	--------------------

Brunswick, GA 31521	MATTAMY CONTACT:	PHONE:	904-235-5178
---------------------	-------------------------	---------------	--------------

	David Provost	E-MAIL:	david.provost@mattamycorp.com
--	---------------	---------	--

ISSUE DATE	DATE REQUIRED	PAYMENT TERMS	JOB NUMBER	COST CODE
------------	---------------	---------------	------------	-----------

11/15/2018	See Below	Net 15th/30th		
------------	-----------	---------------	--	--

RiverTown Keystone Corner Offsite Service:

Provide all coordination, supervision, labor, materials, tools and equipment to install a complete FPL conduit	1	Lot	\$54,396.00
--	---	-----	-------------

system per the Trinity Underground proposal dated 10/24/18 including but not limited to all pipe, fittings, pull			
--	--	--	--

string, end caps, termination markers, service wire, as-builts, buried conduit marking, permits, and any/all misc.			
--	--	--	--

incidentals for a complete system.			
------------------------------------	--	--	--

1. 2" bored conduit (2,150 lf)			

2. Pull Boxes (4ea.)			
3. Pull Boxes (4ea.)			

3. 4/0 Copper (4,800 lf)			
4. 1/2" Steel (5,125 lf)			

4. 1/0 Copper (2,400 lf)			
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5. Longleaf Pine Bore Permit			

SUBTOTAL	\$54,396.00
----------	-------------

TAX @ 6.5%	Included
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FREIGHT	N/A
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TOTAL	\$ 54,396.00
-------	--------------

Purchase Order Numbers must be included on all invoices.

LABOR X

MATERIALS	X
-----------	---

OTHER _____

NOTE: IT SHALL BE THE RESPONSIBILITY OF THE VENDOR WHEN PROVIDING "LABOR"

TO STRICKLY COMPLY WITH OSHA CFR1910 AND CFR 129

D.J. Smith

Purchasing Agent

CC: **Dave Provost**

Onsite Supervisor/Manager



Contract:

7800 Belfort Parkway #195
Jacksonville, FL 32256
(P) 904-279-9500

PURCHASE ORDER # 1331

CONTACT: Thomas Morris		PHONE: 229-740-1590		E-MAIL: trinityunderground@yahoo.com	
VENDOR: Trinity Underground, Inc. P.O. Box 980 Brunswick, GA 31521		DELIVERY ADDRESS: Rivertown Keystone Corner St Johns, FL 32259			
		MATTAMY CONTACT: David Provost		PHONE: 904-235-5178 E-MAIL: david.provost@mattamycorp.com	
ISSUE DATE	DATE REQUIRED	PAYMENT TERMS		JOB NUMBER	COST CODE
12/10/2018	See Below	Net 15th/30th		78609041	34010

<u>RiverTown Keystone Corner</u>		QUANTITY	UNIT PRICE	TOTAL
Provide all coordination, supervision, labor, materials, tools and equipment for a complete FPL infrastructure/service from Keystone Corner across Longleaf Pine for service at FDOT light and future parcel.		1	Lot	\$10,358.00
Bores & Handholes				

SUBTOTAL	\$10,358.00
TAX @ 6.5%	Included
FREIGHT	N/A
TOTAL	\$ 10,358.00

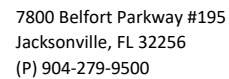
Purchase Order Numbers must be included on all invoices.

LABOR	<u> X </u>
MATERIALS	<u> X </u>
OTHER	<u> </u>

NOTE: IT SHALL BE THE RESPONSIBILITY OF THE VENDOR WHEN PROVIDING "LABOR"
TO STRICTLY COMPLY WITH OSHA CFR1910 AND CFR 129

D.J. Smith
Purchasing Agent

CC: **Dave Provost**
Onsite Supervisor/Manager



CONTACT:	Thomas Morris	PHONE:	229-740-1590	E-MAIL:	trinityunderground@yahoo.com
-----------------	---------------	---------------	--------------	----------------	--

VENDOR:	DELIVERY ADDRESS: Rivertown Keystone Corner
----------------	--

Trinity Underground, Inc.	
---------------------------	--

Brunswick, GA 31521	MATTAMY CONTACT:	PHONE:	904-235-5178
---------------------	-------------------------	---------------	--------------

	David Provost	E-MAIL:	david.provost@mattamycorp.com
--	---------------	---------	--

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<u>RiverTown Keystone Corner - Sleeving/Road Crossings</u>	QUANTITY	UNIT PRICE	TOTAL
--	----------	------------	-------

system per FPL coordination, sleeving plan and proposal #1422 dated 5/20/19 including but not limited to all			

pipe, fittings, pull strings, end caps, termination markers, as-builts, buried conduit marking and any/all misc.			

incidentals for a complete system.			

	SUBTOTAL	\$24,925.03
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MATERIALS	X
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TO STRICKLY COMPLY WITH OSHA CFR1910 AND CFR 129

Purchasing Agent

Onsite Supervisor/Manager

**CONTRACTOR ACKNOWLEDGEMENT AND RELEASE
ACQUISITION OF KEYSTONE CORNERS BOULEVARD**

THIS RELEASE is made to be effective as of the 30th day of March, 2021, by **Vallencourt Construction Co., Inc.**, a Florida Corporation with a principal address of 449 Center St., Green Cove Springs, FL 32043 ("**Contractor**"), in favor of the **Rivers Edge II Community Development District** ("**District**"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain agreement attached hereto as **Exhibit A**, together with any amendments or change orders thereto (together, the "**Contract**") between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements in connection with the right-of-way known as Keystone Corners Boulevard ("**Improvements**"); and

WHEREAS, Developer is in the process of conveying the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

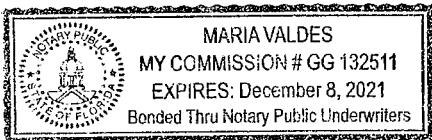
SECTION 6. EFFECTIVE DATE. This Release shall take effect upon execution.

**VALLENCOURT CONSTRUCTION
CO., INC.**

By: _____
Its: CFO

**STATE OF FLORIDA
COUNTY OF Clay**

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 30th day of March, 2021, by Kyle Cannon of Valencourt Construction Co., Inc. who ☒ is personally known to me or ☐ who has produced _____ as identification, and ☒ did or ☐ did not take the oath.



Maria Valdes
Notary Public, State of Florida

Print Name: Maria Valdes

Commission No.: GG132511

My Commission Expires: Dec 8, 2021

EXHIBIT A

Mattamy Florida, LLC
7800 Belfort Pkwy, Suite 195
Jacksonville, FL 32256
Phone: 904-279-9500

SITE CONTRACTOR AGREEMENT

Name of Contractor: **Vallencourt Construction Co.**

Type of entity (check one): ☐ LLC ☒ Corporation ☐ Partnership ☐ Sole Proprietorship

Contractor's License No. **CUC#1225018** Federal I.D. No. **59-2469052**

Business Address: **449 Center Street Green Cove Springs, FL 32084**

Business Phone: **904-291-9330** Cellular Phone **904-408-9196** Website: **http://www.vallencourt.com**

Primary

E-mail Address: **mike2@vallencourt.com**

Owner: **Michael Vallencourt** Business Address for Owner: **1701 Blanding Blvd. Middleburg, FL 32068**

Owner's Authorized Representative: _____

This Site Contractor Agreement (the "Agreement") is made and entered into effective the Seventh day of May, 2018 by and between **Mattamy Jacksonville LLC, Mattamy Florida LLC a Delaware limited liability company**, ("Owner") and the Contractor identified above ("Contractor").

RECITALS:

A. The parties intend this to be the Agreement between the parties pursuant to which Contractor will furnish all labor, equipment and/or materials necessary to fully complete the Scope of Work, attached hereto as Exhibit A (the "Work"), for the construction of the subdivision improvements on the property of Owner located at **RiverTown Keystone Corners** (the "Project") in St. Johns, Florida (the "City" or "Municipality"). The Work to be performed by Contractor shall be in accordance with: (i) the plans and specifications prepared for the Project by **Prosser, Inc.** dated **October 10, 2018**, and any subsequent revisions thereto, a complete listing of the plan sheets applicable to the Work is attached at Exhibit "B" (collectively the "Plans"); and (ii) the Contract Documents, as hereinafter defined and as further described in this Agreement;

B. Contractor intends to perform or provide the Work on the Project in consideration for payment as set forth in this Agreement;

C. Owner desires to engage Contractor as an independent contractor for the purpose of performing the Work; and

D. Owner has retained **Prosser, Inc.** as its Engineer of Record for the Project ("Engineer").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Owner and Contractor agree as follows:

Owner Initials 

Contractor Initials _____

1. Contract Documents. This Agreement, any modifications to the Agreement made pursuant to paragraph 5.3 and Section 8 herein, the Plans, and the documents attached to or referenced in this Agreement, the Contractor's bid dated **October 10, 2018**, and the Notice to Proceed (collectively, the "Contract Documents") shall constitute the entire agreement between Owner and Contractor with respect to the Project. Any and all provisions of the Contract Documents which are applicable to this Agreement or which in any way affect the Work shall have the same effect as if written in full in this Agreement. Should the provisions of the Contract Documents be in conflict with the provisions of any other documents executed by and between Owner and Contractor concerning the Work, the Contract Documents shall control. Should there be a conflict between any of the Contract Documents, the provisions of this Agreement shall control. Exhibits attached to this Agreement are:

- 1.1 **Exhibit A – Scope of Work**
- Exhibit B – List of Plan Sheets**
- Exhibit C – Draw and Payment Procedures and Policies**
- Exhibit D 1-4 – Form Lien Waivers**
- Exhibit E – Construction Schedule**
- Exhibit F – Special Conditions**
- Exhibit G – List of Materialmen and Subcontractors**
- Exhibit H – Safety Procedures and Project Rules and Regulations**
- Exhibit I – Payment Application**
- Exhibit J -- Schedule of Values**

2. Description of Scope of Work. Contractor agrees to furnish all supervision, labor, materials, equipment and other facilities required to complete the Work in compliance with all Contract Documents, as those documents are identified herein. The Work shall include all labor, equipment, materials, facilities, technology, supervision and services that are:

- (a) reasonably inferable from the Work specified;
- (b) customarily performed and provided by competent contractors as part of the proper performance of the Work of the type specified;
- (c) necessary to achieve successful, timely and safe completion of the Work;
- (d) necessary to cut, fit or patch portions of the Work, as required to make its several parts come together properly, and to fit it to receive or be received by the work of other contractors, as shown upon or reasonably implied by the Contract Documents; and
- (e) necessary to fulfill the undertakings, covenants, guarantees, representations and warranties set forth in this Agreement, the Contract Documents and warranty requests by Owner.

3. Date of Commencement and Time for Completion of the Work. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Contractor will achieve Substantial Completion of the Work within **219** days after the date of commencement ("Contract Time"). As used in this Agreement, Substantial Completion shall mean the date upon which the authority having jurisdiction over the work has issued a certificate of completion, or equivalent, allowing the Owner to fully occupy the site, construct homes at the Project, or otherwise fully utilize the Project for its intended purpose. Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with Section 8 of this Agreement. The parties also recognize the delay, expense and difficulties involved in a legal proceeding to prove the actual loss suffered by Owner if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$1,000/day** for each calendar day that Substantial Completion is not achieved beyond the Contract Time. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, and any other damages of whatsoever nature incurred by Owner which are occasioned by Contractor's failure to complete the Work within the Contract Time.

4. Contractor's Representations. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

Owner Initials  _____

Contractor Initials _____

4.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, Project locality and all local conditions, laws and regulations that in any manner may affect cost, progress performance or furnishing of the Work. If Contractor deems that the property on which the Project is to be undertaken is unsatisfactory, written notice of such condition shall be given to Owner. In the event that Contractor fails to give such notice to Owner and Contractor commences the Work, Contractor shall be deemed to have accepted the condition of the property and be liable for the expense of correcting its own unsatisfactory performance.

4.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions that are identified in any of the Contract Documents and accepts the determination set forth therein.

4.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in the paragraph 4.2) which pertain to the subsurface or physical conditions at or contiguous to the Project site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes, unless specifically requested by the Contractor, in writing, prior to its execution of this Agreement.

4.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

4.5 Prior to starting each part of the Work, Contractor shall carefully study and compare the Contract Documents in order to check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may or should, with a reasonable exercise of due diligence, discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or with a reasonable exercise of due diligence should have known thereof.

4.6 Contractor warrants and represents that it and, where required by law, Contractor's subcontractors and other personnel performing services hereunder are properly licensed and will remain properly licensed during the term hereof under all applicable laws and regulations for the performance of the Work. Contractor represents and warrants to Owner that it is properly licensed in the jurisdiction where the Project is located and where all Work is to be performed. Contractor shall, at its own cost and expense, (i) maintain all licenses required by law, rule or regulation; (ii) pay all taxes and fees of every kind that may be imposed by any governmental authority; and (iii) keep itself fully informed of and comply with all federal and state laws, city and county ordinances, codes and regulations which affect those employed on the Project, the materials to be used and the conduct of the Work. Further, Contractor shall complete the Work in strict accordance with all such laws, ordinances, codes and regulations. If the Contract Documents do not conform to the requirements of the above-specified authorities, the requirements of such authorities shall prevail and the Work shall be completed by Contractor in conformance with such requirements. Contractor, if not a sole proprietorship, shall maintain its legal status within all applicable jurisdictions as a business entity.

4.7 Contractor acknowledges that Owner ultimately intends to cause the construction of single family residences on subdivision lots and other improvements at the Project and that the Project as constructed by Contractor will be suitable for the same. Contractor also acknowledges that Owner intends for the homes constructed to be conveyed to individual purchasers ("Homebuyer").

5. Contract Price and Payment.

5.1 Payment. Owner agrees to pay to Contractor, for the full and faithful performance of the Work, the Contract Price of **Three Million One Hundred Fifteen Thousand Nine Hundred Fifteen Dollars and Ninety-Six Cent, (\$3,115,915.96)**, subject to such additions and deductions as provided for herein (the "Contract Price"). No payment made by Owner, whether partial or final, shall be conclusive evidence of performance, either in whole or in part, or constitute an approval or acceptance by Owner of any materials provided or workmanship performed by Contractor pursuant to this Agreement, nor shall entrance and use by Owner constitute acceptance of the Work. Additionally, an application for payment signed or approved by Owner or Engineer shall not be construed as a waiver by Owner for Work defectively performed and shall not release Contractor from liability for defective work. Owner expressly reserves the right to inspect all Work or have

Owner Initials *DS*

Contractor Initials _____

others inspect all work prior to being obligated to make any payment due Contractor and to require correction of any unsatisfactory Work prior to payment.

5.2 Payment Procedures and Policies. The time and method of payment for the Work shall be pursuant to Owner's then-current draw and Payment Procedures and policies, as provided in Exhibit C ("Payment Procedures"). Contractor agrees to fully comply with the Payment Procedures as well as any reasonable changes to such Payment Procedures of which it is informed during the term of this Agreement. Owner shall make final payment to Contractor of the balance due to it under the Agreement within the time period specified in the Payment Procedures after Owner certifies that the Project has timely achieved Substantial Completion, Owner submits a written punch list to Contractor and Contractor substantially completes all of the items on the punch list. Contractor's final Application for Payment shall include the Final Payment Affidavit in accordance with Chapter 713, Florida Statutes and all final lien releases as required herein. Notwithstanding anything to the contrary herein, Owner is not required to make payment to Contractor of any amounts retained pursuant to the Agreement, if the reason giving rise to the right to retain the funds has not been satisfied by Contractor.

5.3 Deviations. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions hereof through a written Change Order (as defined herein). The Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) Engineer's approval of a shop drawing or sample; or (ii) Engineer's written interpretation or clarification. Notwithstanding anything herein to the contrary, Contractor shall not, without the prior written consent of Owner, make any changes, additions, deletions, or substitutions in or to the Work, including the Plans related to the Work, nor shall Contractor perform any additional work without the prior written consent of Owner, it being understood that Contractor shall receive no payment for any additional or modified work unless Contractor first obtains Owner's prior written consent in the form of a written Change Order (as defined below) signed by Owner for such work.

5.4 Retention of Payments.

5.4.1 Standard Retention. Contractor agrees that Owner shall retain ten percent (10%) of each and every payment, other than the final payment. All such retained funds shall be paid to the Contractor as provided for in the Payment Procedures.

5.4.2 Retention for Liens. Owner may withhold from any payment due to Contractor under this Agreement or any other unrelated agreement between Owner and Contractor for a different project, such amount as may be required to discharge the full amount of any liens recorded by Contractor, or any of its subcontractors, materialmen, laborers, of any tier, in addition to an amount in Owner's sole discretion for reasonable attorney's fees which are actually incurred or maybe incurred as a result of the lien.

5.4.3 Retention for Claims. Owner may withhold from any payment due to Contractor under this Agreement or any other unrelated agreement between Owner and Contractor for a different project, such amount as may be required to discharge any claims made by Contractor, or any of its subcontractors, materialmen, laborers, of any tier, in addition to an amount in Owner's sole discretion for limitation reasonable attorney's fees which are actually incurred or maybe incurred as a result of the claim.

5.4.4 Retention for Lien Waivers. Owner may withhold payment to Contractor until Contractor has furnished a lien waiver for the portion of the Work performed on the Project for which payment is sought including lien waivers from all of Contractor's subcontractors, laborers, and/or materialmen of any tier. The form of all such waivers shall be in the form of that attached hereto as Exhibit D-1 through D-4 so as to assure that no lien may attach to the property on account of the Work for which payment is being made.

5.4.5 Retention for Default. In the event that any default or breach by Contractor occurs under any other unrelated contract or agreement between Contractor and Owner for a different project, such default or breach shall automatically be deemed to be a default under this Agreement. In addition to the remedies provided herein, Owner shall have the right to setoff and deduct any damages or costs incurred by Owner or any of Owner's affiliates, subsidiaries or parent corporation (including its project or home office overhead) arising from or in any manner related to such default or breach against and from any amounts due to Contractor. However, such setoff or deduction by Owner shall in no event relieve Contractor of its obligation to pay in full all of its laborers, suppliers, materialmen, and subcontractors, and otherwise to comply with all other provisions of this Agreement.

Owner Initials DJ

Contractor Initials _____

5.4.6 No Payment if Default Exists. Contractor shall not be entitled to receive payment under this Agreement if it is in default under this Agreement or any other unrelated agreement with Owner, or any of Owner's affiliates, subsidiaries or parent corporations.

5.4.7 Retention Pending Owner's Satisfaction with Work. In addition to other amounts which may be retained by Owner as set forth herein, Owner expressly reserves the right to retain money due to Contractor or to become due to Contractor if Owner provides written notice to Contractor that the Work is unsatisfactory to Owner and such unsatisfactory condition is not remedied within a reasonable period of time as determined by Owner based upon the circumstances.

5.5 Use of Proceeds. Contractor agrees that money received for the performance of this Agreement, shall be used for the Work only and shall not be diverted to satisfy Contractor's obligations upon other contracts or for any other purpose whatsoever.

6. Performance and Progress of the Work.

6.1 Contractor shall initiate performance of the Project within the time period set forth in the Notice to Proceed.

6.2 Contractor shall cooperate with Owner and other contractors working at the Project and will participate in the coordination of the Work as required, specifically noting and advising Owner of any conflicts. Owner, however, will not be liable to Contractor for any delays in scheduling the Work, or for any damages arising from such delays. Contractor will furnish periodic progress reports, as requested, including information on the status of materials and equipment for the Project which may be in the course of preparation, manufacture or transit. Contractor agrees that it will cooperate with Owner to permit Owner to construct model or "spec" homes at the Project. This duty to cooperate shall include without limitation, prosecuting portions of the Work in advance of others so as to support Owner's homebuilding operations.

6.3 Contractor shall employ sufficient labor, equipment, and materials to perform and complete the Work within the Contract Time and in accordance with the Construction Schedule specified in Exhibit E to the Agreement, or any applicable updates to the same, which shall in no event exceed the Contract Time.

6.4 In the event Contractor fails to commence the Work as required herein, fails to continue performance or fails to progress the work in a timely manner or otherwise fails to complete the Work within the Contract Time, the Owner may, upon 48 hour notice, at its sole option and discretion, without prejudice to other remedies provided herein, either terminate this Agreement as provided for in Section 19 below and replace Contractor or procure additional contractors to perform the Work and deduct the costs of such work from the payment then or thereafter due to Contractor.

6.5 Contractor shall perform the Work in strict accordance with the Contract Documents. There are to be no substitutions of materials or variations whatsoever from the Contract Documents without the prior written approval of Owner. Whenever any manufactured article, implement or series of articles or implements is mentioned in the Contract Documents by trade name, it is intended to establish a standard of quality or merit and Contractor shall furnish such specific article or implement. The intent of this paragraph is to require quality materials and workmanship. Substitutions of equal merit may be used by Contractor only upon the prior written consent of Owner evidenced by a written letter of approval signed by Owner's Authorized Representative. If the Work shall require the installation of materials or equipment furnished by others, it shall be the responsibility of Contractor to examine the items so provided and, thereupon, to handle, store and install with such skill and care as necessary to insure a satisfactory installation. Loss or damage due to acts of Contractor or its subcontractors, materialmen, employees or agents shall be charged to Contractor.

7. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of the Work. Contractor is obligated to perform the Work with promptness, diligence and efficiency in a manner which does not interfere with or delay the performance of any other contractor performing work on the Project.

8. Change Orders.

8.1 Owner's Right to Change Work. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, make changes of any scope or nature, including additions to and deletions from, the Work. Owner shall issue to Contractor a Change Order for each such change. Work performed under a Change Order shall be subject to all the terms and conditions of the Contract Documents. Contractor shall promptly perform the Work, as changed.

Owner Initials DP

Contractor Initials _____

8.2 Owner is not liable to Contractor for extra work or materials, or any costs incurred by Contractor, including overtime and acceleration costs, arising from such extra or changed work without Contractor having first received a Change Order from Owner.

8.3 Contractor's Compensation for Change in Work and Extension in Contract Time. Owner shall determine the adjustment in either the Contract Time and/or the Contract Price, if any, associated with the Change Order. If Contractor commences Work described in the Change Order it shall be deemed to have accepted the terms, including any change in either the Contract Time and/or Contract Price, if any, as set forth in the Change Order. Any request for additional compensation, or extension of the Contract Time which appears to be based either on the lack of specific details in the Plans or specific reference in the Specifications, will not be approved as an extra if, in the sole opinion of Owner, the Work in question is a required item under the original Contract Documents.

8.4 Allowable Mark-Up. In no event shall the total mark-up for Change Orders exceed 10%.

8.5 Unauthorized Changes in the Work. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in this Section 8, except in the case of an emergency affecting the safety or protection for persons or the Work or property at the Project, in which case Contractor is obligated to act to prevent the threatened damage, injury or loss. Any Change Order not submitted by the Contractor within 45 days of the date the change was realized, or with the exercise of due diligence should have been realized, by Contractor is deemed waived.

8.6 Limitation on Additional Work. If Contractor makes any unauthorized change in the Work or performs any unauthorized extra work that affects the scope of the Work or the expenses of other contractors, then Contractor will be liable for all costs and expenses incurred by Owner as a result of the unauthorized work.

8.7 Notification to Surety. If notice to a Surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

9. General Terms and Conditions.

9.1 No Damages for Delay. Contractor agrees to make no monetary or other claims for delays, interferences or hindrances of any kind in the performance of the Work including delays occasioned by any act or omission of Owner, or anyone for whom Owner is responsible.

9.2 Permits, Fees and Platting. Unless otherwise provided for in the Scope of Work (Exhibit "A") or the Special Conditions (Exhibit F), Owner shall secure and pay for all permits. However, Contractor shall be required to schedule all inspections necessary under any such permits which are related to the Work.

9.3 Permits and Platting. Owner covenants and agrees that Owner will sign, as Owner of the property, any applications for permits, licenses or other approvals which may be necessary in connection with the development and to execute and process any subdivision plat and/or easements for public utilities or right-of-way which may be required in connection with the Project.

9.4 Tax. Contractor shall be responsible for paying all taxes required by law in connection with the Work. Contractor shall be solely responsible for withholding taxes, social security taxes and state unemployment taxes for all employees, subcontractors and agents of Contractor. Notwithstanding the foregoing, Contractor shall not charge any sales or privilege tax on any amounts due from Owner under this Agreement, as Owner shall be responsible for paying such taxes directly to the applicable governmental authorities.

9.5 Subcontractors, Materialmen and Laborers. Contractor shall oversee, supervise and manage all its agents, and all subcontractors, materialmen and laborers of any tier providing services on the Project. Contractor agrees to present to Owner, immediately upon determination and prior to commencement of any Work, a complete list of materialmen, laborers and subcontractors of any tier (including their names, addresses and telephone numbers, that will be performing Work at and/or providing materials to the Project. This list will be attached to this Agreement as Exhibit G. Owner has the right to object to

Owner Initials DS

Contractor Initials _____

9.6 the use of any materialmen, subcontractors and laborers as proposed by Contractor. Upon receipt of notice that Owner objects to the use of a materialman, labor or subcontractor, Contractor shall promptly replace the objected to materialman, laborer or subcontractor.

9.7 As-Built Plans and Annotated Specifications and Other Documentation. When required by the Contract Documents, Contractor shall prepare and maintain on a current basis an accurate and complete set of:

- (a) As-built plans clearly showing all changes, revisions and substitutions during construction, including without limitation field changes and the final location of all mechanical equipment, utility lines, pipes, and other significant features; and
- (b) Specifications, inclusive of all annotated specifications marked in the field to show all changes, revisions and substitutions.

9.8 Shop Drawings. Contractor will promptly submit shop drawings, installation instructions and samples as required by the Contract Documents or as required in order to perform the Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Work for the Project. Contractor is to check all shop drawings or other items submitted to ensure that they are dimensionally acceptable and they meet all requirements of the Plans. Contractor shall be solely responsible for any additional costs that arise due to Contractor's failure to adequately check any and all shop drawings or other items submitted as required herein.

9.9 Provision of Information. If requested by Owner, Contractor shall furnish all information in the possession of Contractor, its subcontractors, materialmen, laborers, or any of their employees or agents, whether written or non-written, which pertains to the Work or the Project and any other information pertaining to the financial condition of Contractor. Owner shall have the right to terminate this Agreement as provided for in Section 19 below, if at any time Owner shall reasonably determine that Contractor's financial condition has deteriorated and become unsatisfactory to Owner. In case of such termination, Contractor shall be deemed to be in default of this Agreement.

9.10 Payment and Performance Bonds. If requested by Owner or required by the Contract Documents, and at Owner's expense, Contractor shall furnish to Owner an acceptable Payment and Performance Bond in the form and amount and with a surety acceptable to Owner.

9.11 Equipment and Material Handling. Contractor shall be responsible for receiving, offloading, handling, placing, securing and storing of all Contractor's own materials and equipment required for the Work in addition to those materials, if any, supplied by Owner for use in the Work. Contractor agrees that Owner shall not be responsible for the loss of materials, equipment or tools on the job site nor for vandalism or malicious damage to work performed by Contractor. Contractor further agrees to abide by Owner's decision in regard to the allotment of all storage and working space on the Project. Any equipment stored or posted on the Project shall be adequately secured and/or guarded to prevent unauthorized access or use.

9.12 Temporary Facilities and Services. Unless otherwise provided in this Agreement, Contractor shall provide at its own expense whatever toilet facilities, storage sheds, work shops and offices are necessary for Contractor's performance of the Work. Owner shall have access to any and all parts of such premises and may inspect them at any time.

9.13 Damage to Work. Contractor is responsible for the quality and integrity of all items covered under this Agreement. In the event Contractor or one of its subcontractors, materialmen or laborers cause damage to the Work, Owner may in addition to any other remedies it has hereunder, issue a back charge to Contractor. Contractor will be responsible for all costs of repair and replacement for such damaged work and agrees to indemnify and hold harmless Owner against any and all losses, damages, claims or suits, including all costs and attorneys' fees, based upon or arising out of such damage. If damage is done to the Work, Contractor must repair the same within five (5) days period. Should Contractor fail to repair the same, Owner may remedy any such damage and Owner shall have the right to back charge Contractor for the costs incurred.

9.14 Damage to Work of Others. Notwithstanding anything to the contrary herein, Owner shall have the right, but not the obligation, to immediately remedy any damage Contractor causes, without the necessity of providing Contractor with any right to cure, if the damage is to work or facilities outside the Work of this Agreement.

Owner Initials DS

Contractor Initials _____

9.15 Safety. Contractor agrees to conform to the safety protocols described in Exhibit H and to comply with all applicable safety and health laws, rules and regulations, including federal Occupational Safety and Health Act, the regulations/standards of the Occupational Safety and Health Administration ("OSHA") and any state or local governmental requirements. Contractor agrees to indemnify and hold Owner harmless for, of and from any loss, including, but not limited to, any fines, penalties and corrective measures Owner may incur due to Contractor's failure to comply with the applicable safety and health laws and, rules and regulations in connection with the performance of this Agreement. Contractor further agrees that failure to comply with such safety and health requirements is a default of Contractor's obligation under this Agreement.

9.16 Compliance with Laws, Rules and Regulations.

9.16.1 The Contractor shall comply at all times with all federal, state, county and municipal laws and regulations that in any manner affect the Agreement, the Work and Contractor's performance. Without limiting the generality of the foregoing statement, such laws and regulations include, but are not limited to, all laws and regulations with respect to employment of workers; the terms and conditions of employment; equal employment opportunity and nondiscrimination, including "harassment" and retaliation/"whistleblowing"; immigration; wages (including the payment of minimum and overtime wages, and payroll withholdings); workers', hours (including the provision of any lunch and rest breaks required by law); benefits (including the provision of any leaves of absence required by law); classification of workers as "employees" or "contractors"; collective bargaining and labor-management relations; occupational safety and health (including the provisions of all personal protective equipment, training and "competent persons" required by law); inspection of the Work and inspection of the construction equipment. By making references to particular laws and regulations in this Agreement, the Owner does not intend to restrict or limit in any way the laws and regulations which apply to the Contractor's performance under the Agreement. Contractor for itself and its agents agrees to furnish all labor, materials, supplies and equipment necessary to perform the Work in strict compliance with all applicable federal laws, the current municipal codes, together with all applicable state, county or municipal building codes, rules and regulations.

9.16.2 General Environmental Compliance.

- (i) Contractor and its subcontractors, materialmen and laborers of any tier shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to the failure of the Contractor or its subcontractors, materialmen or laborers of any tier to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- (ii) Contractor is solely responsible for the proper use, storage and handling of all materials, including but not limited to potential pollutants, used in the Work, and for the generation, handling and disposal of all wastes resulting from the Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor subcontractors, materialmen or laborers of any tier generate more than 100 kilograms of hazardous waste in any one month onsite.
- (iii) Contractor and its subcontractors, materialmen and laborers of any tier must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether located at the Project, offsite, or in any way associated with the Work.
- (iv) Contractor and its subcontractors, materialmen and laborers of any tier must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the Project or into a storm water management or conveyance system.
- (v) Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by applicable laws, rules and regulations, any release or discharge by Contractor and any of its subcontractors, materialmen or laborers of any tier, of any hazardous or other regulated substance, whether on or off the Project while acting on behalf of or within the Work, including but not limited to dust emissions for which Contractor shall be responsible and shall, at its cost, regulate and control

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- (vi) in accordance with all applicable rules and regulations. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors, materialmen, laborers of any tier.
- (vii) In the event that Contractor fails to correct any non-compliance with this Section 9.15 within five (5) days of written notice from Owner, Owner may, without assuming any liability therefor, correct such non-compliance and charge the costs of such correction to Contractor, through setoff of any amount which may be due Contractor under this or any other agreement, or otherwise, including, but not limited to repair and remediation costs, and penalties and fines for noncompliance.
- (viii) All materials placed onsite or transported to and from the Project and all controlled substance emissions, including dust, by Contractor or Contractor's agents shall be at the risk and sole responsibility of Contractor.

9.16.3 Storm Water Management.

- (i) Contractor and Contractor's agents shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and its subcontractors, materialmen or laborers of any tier shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to the failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP by the Contractors, its subcontractors, materialmen or laborers of any tier. Such failure shall constitute a material breach of this Agreement. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors or materialmen. In the event that multiple contractors are working onsite the Owner at its sole discretion may assess the violation to each contractor as Owner sees fit.
- (ii) Contractor shall require Contractors, subcontractors and materialmen of any tier to immediately notify Contractor and Owner of any source pollutants that Contractors, subcontractors and materialmen of any tier intend to use on the Project that are not identified in the SWPPP, and shall require that each of Contractors, subcontractors and materialmen of any tier on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the Project. Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the Project, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the Project which leaves the Project or is capable of being washed from the Project during a rain event, or (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control.
- (iii) Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the costs to remedy the violation, and Owner shall have all rights and remedies available to Owner under the Agreement.

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10. Independent Contractor. The parties intend that an independent contractor relationship will be created by this Agreement. The conduct and control of the Work will be solely with Contractor, subject to its duty to consult with Owner and subject to the terms and conditions of this Agreement. Contractor is not to be considered an agent or employee of Owner for any purpose. Contractor is responsible for the manner, means and methods of timely completing the entirety of the Work; hiring, training, supervising/controlling, disciplining, firing and scheduling its own employees; withholding appropriate amounts for federal, state and local taxes; and providing benefits to employees, including, but not limited to, workers' compensation benefits. Owner shall not, under any circumstances, be liable for wages, federal and state employment taxes, benefits or workers' compensation to employees of Contractor, or any of its subcontractors, materialmen or laborers of any tier.

11. Non-exclusive Agreement. Contractor acknowledges that this Agreement does not grant Contractor the right to perform all the work necessary for the Project, but rather is a non-exclusive agreement, which allows Owner to select from various contractors to obtain performance of the work necessary for the Project.

12. Defense. Contractor shall, with respect to all Work which is governed by or incidental to this Agreement, defend Owner, or their agents, employees, assigns or representatives of, to the fullest extent permitted by law at the Contractor's full expense, from, and against any and all demand, claim, liability, loss, damage, cost, expense and attorneys' fees arising directly or indirectly from the Work or from Contractor's acts, omissions or operations under this Agreement or which occur on or with respect to the Work on the Project, including, but not limited to, losses, damages and claims relating to or resulting in bodily injury and death and physical damage and loss, and further including all such expenses incurred in any attempt to enforce this defense provision.

12.1 Contractor's duty to defend under this Section 12 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Owner and/or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any person or entity with written notice of such claim being provided to the Contractor.

12.2 Contractor's defense obligation hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated and that any action against the defended parties for such matters which are defended hereunder are fully and finally barred by applicable laws.

12.3 If any obligation found in this Agreement is invalid, the Parties agree to allow a court to reduce the amount as authorized by applicable state law.

13. INDEMNIFICATION. CONTRACTOR SHALL, WITH RESPECT TO ALL WORK WHICH IS GOVERNED BY OR INCIDENTAL TO THIS AGREEMENT, INDEMNIFY (THROUGH LEGAL COUNSEL ACCEPTABLE TO OWNER) AND HOLD OWNER AND ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, LENDERS AND ANY OTHER PARTY IN INTEREST DESIGNATED BY OWNER, OR THEIR AGENTS, EMPLOYEES, ASSIGNS OR REPRESENTATIVES (COLLECTIVELY, REFERRED TO AS "INDEMNITEES") HARMLESS FROM AND AGAINST ANY DEMAND, CLAIM, LIABILITY, LOSS, DAMAGE, COST, EXPENSE AND ATTORNEYS' FEES ARISING DIRECTLY OR INDIRECTLY FROM THE WORK OR FROM CONTRACTOR'S ACTS, OMISSIONS OR OPERATIONS UNDER THIS AGREEMENT OR WHICH OCCUR ON OR WITH RESPECT TO THE WORK ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES AND CLAIMS RELATING TO OR RESULTING IN BODILY INJURY AND DEATH AND PHYSICAL DAMAGE AND LOSS, AND FURTHER INCLUDING ALL SUCH EXPENSES INCURRED IN ANY ATTEMPT TO ENFORCE THIS INDEMNIFICATION PROVISION. CONTRACTOR SHALL INDEMNIFY AND DEFEND OWNER UNDER THIS SECTION REGARDLESS OF CONTRACTOR'S NEGLIGENCE OR LACK THEREOF FOR CLAIMS BY THIRD-PARTIES AGAINST OWNER ARISING OUT OF OR RELATED TO THE WORK; PROVIDED, HOWEVER, THAT CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES WITH RESPECT TO DAMAGES WHICH ARE ULTIMATELY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DUE SOLELY TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEES. THIS INDEMNITY EXPRESSLY INDEMNIFIES OWNER AGAINST ALL LIABILITY, CLAIMS, SUITS, DAMAGES, LOSSES OR JUDGMENTS OR EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPERT AND INVESTIGATIVE FEES AND COSTS, WHICH CONTRACTOR MIGHT INCUR BECAUSE OF CONTRACTOR'S FAILURE TO DISCOVER OR REMEDY A DANGEROUS CONDITION CREATED BY CONTRACTOR.

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13.1 ALL INDEMNIFICATIONS, WARRANTIES, GUARANTEES AND OBLIGATIONS GIVEN IN ACCORDANCE WITH THIS AGREEMENT OR THE CONTRACT DOCUMENTS SHALL SURVIVE FINAL PAYMENT, COMPLETION AND ACCEPTANCE OF THE WORK AND TERMINATION OR COMPLETION OF THIS AGREEMENT.

13.2 UNDER NO CIRCUMSTANCES SHALL THE INSURANCE REQUIREMENTS AND LIMITS SET FORTH IN THIS AGREEMENT BE CONSTRUED TO LIMIT CONTRACTOR'S INDEMNIFICATION OBLIGATIONS OR OTHER LIABILITY HEREUNDER. CONTRACTOR WAIVES ANY RIGHTS OF SUBROGATION AGAINST OWNER AND SHALL REQUIRE CONTRACTOR'S AGENTS TO WAIVE SUBROGATION RIGHTS AGAINST CONTRACTOR.

13.3 Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all claims, Contractor's obligation to indemnify, defend and hold harmless the Indemnitees shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Section 14, or benefits payable by/for Contractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Contractor's obligation to indemnify, defend and hold harmless the Indemnitees shall be limited to the greater of:

- (a) a maximum of Five Million and No/100 Dollars (\$5,000,000.00); or
- (b) the amount of the Contract Price; or
- (c) the maximum amount of recovery available to the Contractor under any and all policies of insurance and applicable to any claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Agreement is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

13.4 CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL EXTEND TO CLAIMS OCCURRING AFTER THIS AGREEMENT IS TERMINATED AS WELL AS WHILE IT IS IN FORCE, AND SHALL CONTINUE UNTIL IT IS FINALLY ADJUDICATED THAT ANY AND ALL ACTIONS AGAINST THE INDEMNITEES FOR SUCH MATTERS WHICH ARE INDEMNIFIED HEREUNDER ARE FULLY AND FINALLY BARRED BY APPLICABLE LAWS.

13.5 Contractor shall be responsible for the safety of Contractor's agents, employees, independent contractors and suppliers and visitors. Contractor shall indemnify, defend, hold Owner harmless against all loss, damage, claims, liabilities, and cost or property damage suffered by contractor or contractor's agents, subcontractors, employees, independent contractors or suppliers.

13.6 Contractor shall defend, protect, indemnify and hold Owner harmless from and against all claims, liability, costs, expenses and other losses arising by reason of any liens for labor and/or materials furnished to the Project, arising from the Work.

13.7 Contractor hereby waives all rights to file claims, lawsuits or other proceedings and to make any demand or assertion of liability against Owner or any of the other Indemnitees for any injury, damage or death that Contractor or any of Contractor's employees, invitees, suppliers, subcontractors, or agents may suffer or incur on the Project or related to the Work or the Project in any manner, as Contractor shall be solely responsible to insure against all such matters. Furthermore, Contractor hereby agrees to indemnify, defend and hold Owner harmless from any and all claims, lawsuits, proceedings, demands and assertions which may be filed contrary to the waiver contained in the preceding sentence.

13.8 If any obligation found in this Agreement is invalid, the Parties agree to allow a court to reduce the amount as authorized by applicable state law.

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13.9 Contractor Liability. Contractor shall secure and protect all material, equipment and completed portions of the Work within its control and shall be liable for all theft, vandalism, loss or damage of any kind in connection therewith at any time prior to the final completion and acceptance of the Work by Owner. Contractor shall reimburse Owner on demand for all damage to other work, material, supplies or equipment located on the Project caused by Contractor in the performance of the Work, including Contractor's failure to secure and protect as set forth herein. Contractor agrees to indemnify Owner against all costs or claims for transportation of laborers, materials and equipment to and from the Project and for all incidental expenses in connection with the Work performed by Contractor. Contractor agrees to protect, indemnify and hold Owner harmless against any and all liens and claims of persons claiming to have performed labor or to have furnished materials or services in connection with this Agreement or that portion of the work which is performed by Contractor or any employee or Contractor, or any subcontractor or supplier.

14. Insurance. Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverage: During the term of the Agreement, the Contractor must procure and maintain, at its own expense, insurance of the kinds and in amounts not less than specified below. Such insurance must be placed with an insurance company or companies and in a form acceptable to Owner. Certificates of Insurance evidencing these coverages shall include the activities and operations conducted by the Contractor under this Agreement, and any other person performing work on behalf of the Contractor shall be maintained from the commencement of the performance of the Work by the Contractor until the end of the applicable warranty period; and must be submitted to Owner prior to Contractor entering upon the Project to perform the Work.

14.1 Contractor shall procure and maintain, in force throughout the period of time it is performing any Work for Owner, at its sole cost and expense, Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth in this section.

14.2 All Insurance.

14.2.1 AM Best rating at least A-VIII

14.2.2 Thirty (30) day notice to Owner for non-renewal, cancellation and/or material change in coverage (ten (10) days for non-payment of premium) required.

14.2.3 Occurrence basis (except professional liability)

14.3 Worker's Compensation – Contractor shall procure and maintain, in force throughout the period of time it is performing any work for Owner, at its sole cost and expense, workers compensation and; unemployment insurance coverage and Occupational Disease Coverage (if applicable) in such amounts and upon such terms as is required by Owner and/or all applicable laws of the state where the Work is being performed, whichever is greater. Such insurance coverage shall be in accordance with the policy requirements established in this section.

14.3.1 Workers Compensation – Statutory Amount of Coverage with waiver of subrogation in favor of the additional insureds.


14.4 Contractor's Liability.

14.4.1 Commercial General Liability – The limits of liability shall not be less than:

Two Million and No/100 Dollars (\$2,000,000.00) General Aggregate Limit
One Million and No/100 Dollars (\$1,000,000.00) Each Occurrence
Two Million and No/100 Dollars (\$2,000,000.00) Contractual Liability
Two Million and No/100 Dollars (\$2,000,000.00) Completed Operations / Aggregate

14.4.2 Employers' Liability:

Bodily Injury by Accident: One Million and No/100 Dollars (\$1,000,000.00) each accident
Bodily Injury by Disease: One Million and No/100 Dollars (\$1,000,000.00) each employee

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14.4.3 When Using Leased Employees: Presentment of a certificate of insurance evidencing worker's compensation insurance which demonstrates that the employees are covered through the leasing company. A second certificate of insurance evidencing a separate worker's compensation policy for any employee not covered by the leasing company's insurance. The policies must be through the same insurance company and must have different policy numbers. A declaration page for the contractor's own policy is required.

14.4.4 Coverage must include a waiver of subrogation endorsement. The proprietor, partners, employees, agents, officers, and executive officers of the Contractor must be included under the coverage.

14.4.5 ISO or comparable Occurrence Form (modified occurrence and claims made forms are not acceptable).

14.4.6 Bodily injury and property damage coverage including but not limited to products/completed operations coverage (including any product manufactured or assembled), premises operations, blanket contractual liability (for this Agreement), broad form property damage, personal and advertising injury, independent contractor's liability, mobile equipment, elevators, owners and contractors protective liability, damage from explosion, collapse and underground hazards, and cross-liability and severability of interest clauses.

14.4.7 CG 2010 (11/85) or equivalent, Additional Insured Endorsement or a substitute form or similar coverage providing coverage equal to or greater than said form which would at a minimum provide additional insured status with respect to "bodily injury" or "property damage" arising out of Contractor's Work pursuant to the Contract Documents and which provides coverage both during operations and during the products completed operations hazard period in favor of Owner, its affiliates and subsidiaries, on a primary and non-contributory basis. General liability coverage will continue to apply to "bodily injury" and to "property damage" occurring after all work or operations on the Project of the covered operations to be performed by or on behalf of the additional insureds has been completed and will continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use. Additional Insured Endorsements must be attached to the certificate evidencing all coverage requirements. Additional Insured Endorsements for Completed Operations are not necessary for engineering, geotechnical, surveying and architectural consulting services.

14.4.8 Subsidence coverage (not applicable to engineering, geotechnical, surveying, sanitary services and similar consulting services).

14.4.9 Two Million and No/100 Dollars (\$2,000,000.00) blasting collapse and underground (for contractors that perform excavation and blasting related services).

14.4.10 No exclusionary language or limitations relating to residential, condominiums, multi-family or multi-unit dwellings.

14.4.11 No exclusionary language or limitations relating to the scope of coverage for liability arising from pollution, mold or fungus, or arising from the use of EIFS, DEIFS or similar products

14.4.12 A provision that defense costs are paid in excess of limits and do not deplete any policy limits.

14.4.13 Additional Insureds to be named as "Mattamy Florida LLC; Mattamy Jacksonville LLC, and its subsidiaries, affiliated and successor companies, members, officers, managers, directors, agents, servants, employees, partners and stockholders".

14.4.14 A waiver of subrogation in favor of the additional insureds shall apply.

14.4.15 A deductible or self-insured retention of no more than Five Thousand and No/100 Dollars (\$5,000.00) as to Contractor and no deductible or self-insured retention as to any additional insured.

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14.4.16 Coverage will not be limited to vicarious liability and will extend to (and there will be no endorsement limiting coverage for) the negligent acts, errors or omissions of Contractor in connection with or relating to the Work.

14.4.17 A per project aggregate must be shown on the certificate of insurance.

14.4.18 Two Million and No/100 Dollars (\$2,000,000.00) Umbrella policy to provide excess coverage over the auto liability, general liability and employer's liability.

14.5 Commercial Auto Coverage –Auto liability in a combined amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, including death, and property damage on each vehicle that the Contractor and its servants, agents, assignees or employees may use at any time in connection with the performance of the Work, including, but not limited to, owned autos, hired and non-owned autos, or operated by the Contractor and its servants, agents, assignees or employees. (Auto insurance applies to personal vehicles used by Contractor or Contractor's agents.) The certificate of insurance must reflect that the auto insurance insures a vehicle driven by the Contractor and Contractor's agents.

14.6 Business Auto Liability – covering any automobile, including hired and non-owned autos.

14.6.1 Additional Insureds to be named as "Mattamy Florida LLC; Mattamy Jacksonville LLC , and its subsidiaries, affiliated and successor companies, members, officers, managers, directors, agents, servants, employees, partners and stockholders".

14.6.2 In the event that Contractor's employees use non-owned autos which cause damage or are damaged on the Project, then Contractor's employees shall look solely to their own auto liability insurance to cover such claims and thereafter Contractor will be responsible for any additional liability or costs incurred due to such damage. Further, if Contractor's employees do not have auto liability insurance, or the claim exceeds such employee's insurance limits, Contractor shall be responsible for any additional liability or costs incurred due to such damage. In the event that a claim for damage to an automobile is brought against Owner, then Contractor hereby agrees to indemnify, defend and hold Owner harmless from any such damages, costs, or claims.

14.7 Contractor's Equipment: Contractor will, at all times, maintain a contractor's equipment all-risk policy insuring inventories, tools, equipment, products, supplies, etc., owned, rented or leased and will assume full responsibility for loss or damage by any cause whatsoever while on the Project. Such insurance shall include a waiver of subrogation against Owner.

14.8 Riggers Liability: If required, Riggers Liability insurance to insure against physical loss or damage to the Project and surrounding property or equipment involving rigging, hoisting, lowering, raising or moving of property or equipment of others.

14.9 Miscellaneous:

14.9.1 All policies (where allowed by law) must contain an endorsement affording Owner an unqualified thirty (30) days' notice of cancellation, nonrenewal, expiration or reduction in coverage. Not less than thirty (30) days prior to expiration, cancellation or termination of any such policy, the Contractor shall supply Owner with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal and said original policy. Said new and replacement endorsements shall be endorsed in favor of Contractor as set forth above.

14.9.2 At the time of a loss, Contractor shall promptly provide Owner with a written report of the loss.

14.9.3 In the event of any reduction or exhaustion of any aggregate annual limit of liability or any general aggregate policy limit of liability, Contractor shall then obtain additional insurance to replenish the limits of liability herein provided.

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14.9.4 Contractor shall require that each of its subcontractors, materialman or laborers to also separately maintain all insurance coverages that Contractor is required to maintain herein. Any and all other Commercial General Liability policies or coverages obtained, maintained or otherwise available to Contractor which include or are applicable to Owner as an additional insured shall also cover liability arising out of or related to the Work and the labor and materials provided for under this Agreement and shall be primary and non-contributory.

14.9.5 Contractor's obligation to carry insurance as herein provided shall not limit or modify in any way any other obligation of Contractor under this Agreement, including, without limitation, the obligations of Contractor under this Agreement or Contractor's indemnification, warranty obligations or other liability in any manner. The requirements merely represent the minimum amounts of insurance coverage required to be maintained by Contractor.

14.9.6 Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insureds.

14.9.7 In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

14.9.8 Contractor shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to property (for which it has title and/or risk of loss) which becomes a final part of the Project during its off-Project sites, in transit and while stored or worked upon away from the Project site.

14.9.9 All required insurance policies shall contain no endorsements that restrict limits of liability to additional insureds and shall have coverage forms which are acceptable to Owner. Nor shall there be any limitation or exclusions as respects to the additional insured coverage for claims involving Bodily Injury of a Contractor's employees or of any other third party. If requested, Contractor shall provide certified copies of all such policies to Owner within thirty (30) days of such request.

14.9.10 If Contractor fails to secure and maintain the required insurance, Owner shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Contractor, in which event the Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

14.9.11 Certificates of Insurance, including copies of policy endorsements listed below, evidencing required coverage shall be delivered to Owner prior to the Contractor commencing any Work or services.

14.9.12 All coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

14.9.13 All insurance shall be issued by a company with an A.M. Best rating of at least A-/VIII.

14.9.14 There shall be no endorsement, exclusion or modification relating to pollution, explosion, collapse, underground property damage, Blanket Contractual Liability, or Broad Form Property Damage coverage or work performed by Contractor. All coverage shall be placed with an insurance company duly admitted in the State where the Project is located and shall be reasonably acceptable to Owner.

14.10 Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability and Workers Compensation in favor of Owner with respect to Losses arising out of, or in connection with, the Work.

14.11 Occurrence form shall not be modified.

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14.12 Contractual liability coverage shall be included.

14.13 Coverage for all residential attached and unattached buildings.

14.14 If the services of a company are used to insure its worker's compensation exposure, the following documents must be delivered to Owner before any work can be performed on the Project:

14.14.1 Certificate of insurance evidencing that the Contractor's employees at the Project are covered through the leasing company.

14.14.2 If applicable, a second certificate of insurance evidencing that the Contractor has purchased its own separate worker's compensation insurance policy for any employees not covered by the leasing company's insurance. It is imperative that this second policy be insured through the same insurance company as the leasing company and that the second policy has a different policy number from that of the leasing company.

14.14.3 A declaration sheet (the cover page of the policy) from the Contractor's own policy.

14.15 The following must be attached to this Agreement prior to the start of Work and shall become part of the Documents which constitute the Agreement in whole:

14.15.1 Certificate of Worker's Compensation and Employers Liability Insurance;

14.15.2 Business Automobile Insurance;

14.15.3 Certificate of Commercial General Liability Insurance;

14.15.4 W-9; and

14.15.5 Independent Contractor Exemption Certificate (If not incorporated) or Documentation of Incorporation.

14.16 If any obligation found in this Agreement is invalid, the parties hereto agree to allow a court to reduce the amount as authorized by applicable state law.

14.17 As used in this Agreement, the term "business day(s)" shall mean any day other than a Saturday, Sunday or legal holiday in the state in which the Project is located.

14.18 Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insured.

15. Labor Matters.

15.1 Employees. Contractor will not employ any workman to perform the Work whose employment is reasonably objected to by Owner.

15.2 Compliance with Union Regulations. Contractor agrees that the work performed by it, its subcontractors, materialmen and laborers, shall be performed by such persons as are acceptable under any and all applicable union requirements. To the extent applicable to Contractor, Contractor further agrees to comply with all of the provisions of all master and/or short form labor agreements now in existence and any revisions or extensions of such agreements.

15.3 Labor Disputes. Contractor agrees to exercise good faith and best efforts to prevent labor disputes at the Project and agrees to cooperate fully with Owner in every manner possible to resolve labor trouble, and mitigate its impact on the Project, if necessary. Contractor agrees that in the event the Work is stopped, delayed or interfered with as a result of the

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actions of the employees of Contractor or by a labor dispute directly affecting Contractor, Owner may terminate this Contract or cause the remaining work to be performed by another contractor.

15.4 Unemployment Insurance and Other Benefits. Contractor shall be solely liable for the payment of any and all contributions or taxes for unemployment insurance, and for any benefits for its employees required by any governmental entity.

15.5 Withholding Taxes. Contractor shall have sole liability for the collection and payment to all governmental entities of payroll withholdings for Contractor's employees.

15.6 Performance of Work. In the performance of Work, Contractor shall only employ qualified laborers, materialmen, and subcontractors to perform the Work, shall not employ any person who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor shall not to discriminate against any employee or applicant for employment because of race, color, sex (including sexual orientation and gender identity), age national origin, disability and/or any other class or status protected by the law.

15.7 Labor Harmony. Contractor shall maintain labor harmony on the Project, and shall not employ any means, materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's agents. Contractor shall perform Work with labor that is compatible with that of other trades performing Work at the Project, and Contractor shall exercise all due diligence to address any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered an excusable delay for which the Contract Time will be extended, if such labor difficulties are caused by the action or inaction of Contractor.

15.8 Verification to Work. Contractor is solely responsible for ensuring that each of its employees and the employees of any subcontractor or materialmen are eligible to work in the United States in compliance with the applicable immigration laws. Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of the Work.

15.8.1 Contractor states that it is and will remain compliant with applicable immigration laws. To the full extent permitted by law, Contractor agrees to defend, indemnify and hold harmless Owner from and against any claim, cost, expense, or liability caused by, arising out of, resulting from, or occurring in connection with Contractor not being in compliance with federal, state and local immigration laws, including knowingly hiring and/or continuing to employ its subcontractors or materialmen workers who are not lawfully authorized to be hired or employed.

16. Quality Inspection and Correction of Work.

16.1 Contractor is solely responsible for the finished quality of all Work including work by subcontractors, materialman, laborers, and/or other agents of Contractor. Contractor shall make efficient use of all labor and materials for the Project, and shall perform the Work in a good and workmanlike manner, free from defects, in compliance with the Contract Documents, applicable laws, and all manufacturer's recommendations, installation guidelines and specifications, and to the complete satisfaction of Owner, Engineer, inspectors and/or the authority having jurisdiction over the Work. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed industry standards for such construction in the same geographic area.

16.2 Contractor shall thoroughly inspect all Work and materials for quality and completion. Contractor shall schedule all inspections relative to any Work and shall perform any tests necessary to receive inspection approval. Contractor shall be solely responsible for and pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work as they require, at no additional cost to Owner.

16.3 Contractor shall promptly correct all Work which Owner, Engineer and/or any inspectors in their sole discretion, deem to be deficient, defective, or as failing to conform to the Contract Documents, applicable laws, all manufacturer's recommendations, installation guidelines and/or specifications. Contractor shall bear all costs of correcting such rejected Work without any increase in the Contract Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or not in strict compliance with the Contract Documents or is otherwise non-compliant.

Owner Initials DS

Contractor Initials _____

16.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement in the event of any material failure of performance, default or other material breach by Contractor, Owner at its sole election may, but shall not be obligated to: (a) use any materials, supplies, on the Project which belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such materials, supplies, tools and equipment not incorporated into the Work from the Project unless directed in writing by Owner to do so; (b) remove Contractor from the Project; and/or (c) accept assignment of any or all of the contracts which Contractor has with any subcontractors, materialman, or laborers, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this paragraph, Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith. If Contractor disagrees with Owner's determination that any Work fails to meet the quality or completeness required or otherwise fails to meet the requirements of this Agreement, such disagreement shall not be subject to dispute resolution under section 21 herein, but instead, the quality of the Work, its completeness, conformance to Plans and compliance with this Agreement shall be determined by Engineer, or by another party chosen by Owner, and the determination of such person shall be binding on the parties thereto without appeal. The non-prevailing party in any such dispute shall bear the cost of the above-referenced person's inspection and determination.

17. Warranties; Warranty Work and Performance Standards. Contractor warrants and guarantees to Owner that: (a) all materials incorporated into the Project, except materials provided by Owner, shall meet or exceed the requirements of all applicable laws and shall be new, free from defect, of good quality and free of liens, security interest, claims or encumbrances; and (b) all other materials, except materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall be in strict accordance with or exceed the requirements of all applicable laws and the Contract Documents.

17.1 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of Work that is not in accordance with the Contract Documents nor should the following act as a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion or any payment related thereto by Owner;
4. the issuance of a certificate of completion by the authority having jurisdiction over the Work;
5. use or occupancy of the Work or any part thereof by Owner;
6. any acceptance by Owner or any failure to do so;
7. any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Engineer;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

17.2 Contractor warrants that the Work will be free from defects, strictly conform to the Contract Documents, and strictly comply with all applicable laws for the greater of: (i) a period of 2 years following the date of Substantial Completion or Certificate of Completion of the Work, whichever date comes later; or (ii) the period of time required by statutory or regulatory warranty periods imposed by the applicable jurisdiction ("Warranty Period").

17.3 If, during the Warranty Period, the Work and/or materials, except materials provided by Owner, do not comply with the warranties set forth in this Section 17 and/or elsewhere in the Agreement, then Contractor at its sole cost, shall promptly repair or replace the non-compliant or defective Work, within (i) seventy-two (72) hours after notice to do so; or (ii), a shorter time period as demanded by Owner, as is reasonable in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists. If Contractor fails to initiate proper corrective action within the time required herein, the problem may be corrected by Owner, at Contractor's sole cost.

17.4 Repairs and replacements made by Contractor hereunder shall be made in a diligent first-class manner with as little inconvenience as possible to Owner, its Homebuyers and other contractors. Contractor shall bear all costs arising out defects in the Work, including without limitation, all costs of detection, correction or delay, Owner's personnel and other costs allocable to troubleshooting, administration and the like, re-testing and re-inspection costs, any consequential or other damages

Owner Initials DS

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suffered by Owner (or its Homebuyer) and the cost of repairing or replacing all other work adversely affected. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected.

17.5 The Warranty Period for any corrected portion of the Work shall be extended until two (2) years after each correction required pursuant to this Section 17. The warranties provided herein are in addition to other contractual, implied and statutory warranties. Notwithstanding the above, nothing contained in this Agreement shall be deemed to limit Contractor's liability for latent or patent defects or limit any statutory or implied warranties and it has no relationship to the time within which other obligations of Contractor under the Contract Documents may be enforced. All warranty provisions contained herein shall survive termination or expiration of this Agreement and final completion of the Work.

18. Prevention of Liens and Lien Waivers.

18.1 Contractor will pay when due, all claims for labor and/or materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any liens, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project. Contractor agrees within ten (10) days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release, satisfaction or lien transfer bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a lien transfer bond, cash bond or surety bond as Owner may deem necessary.

18.2 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractors, or its subcontractors, laborers or materialmen.**

18.3 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all costs related thereto.

18.4 Contractor intends to furnish Work and/or materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

- (i) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts or material supply agreements for Work and/or materials.
- (ii) In addition to any notices required by applicable law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least ten (10) business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under applicable laws. If the potential Lien issue is still not resolved, then three (3) business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Authorized Representative via telephone.

18.5 Lien Waivers. Contractor as a strict condition precedent to receipt of payment here under, shall furnish Owner with all releases and waivers of liens for itself and from subcontractors, materialmen and laborers of any tier, as provided for in the Contract Documents and in the form contained in Exhibits D-1 to D-4. Owner shall have no obligation to issue joint checks, and it shall be the responsibility of Contractor to obtain such lien waivers prior to receiving payment from Owner.

Owner Initials DS

Contractor Initials _____

18.6 Clean up. Upon completion of the Work, Contractor shall remove from the Project all equipment, materials, supplies, storage sheds, work shops and offices brought to the Project by Contractor and which are not incorporated into the Project. During performance of the Work, Contractor shall clean up to the satisfaction of Owner all rubbish and debris resulting from the Work. If Contractor refuses or fails to perform such clean up to the satisfaction of Owner, Owner may proceed with such clean up and charge Contractor for the actual cost of the cleanup.

18.7 Project Closeout. Upon completion of the Work, or at such other time as Owner deems appropriate, Contractor shall submit as-built drawings of all portions of the Work provided for in paragraph 9.6 herein, warranties, operation manuals, maintenance instructions, owner's manuals and other documents reasonably requested by owner. Those items shall be submitted in the proper quantity and format as a condition precedent to final payment being made by Owner.

19. Termination.

19.1 Termination for Convenience. Without waiving any other rights under this Agreement or applicable law, Owner reserves the right to terminate this Agreement, without cause and at any time, for Owner's convenience by seven (7) days written notice to Contractor. Unless the notice directs otherwise, upon receipt of such notice, Contractor shall immediately discontinue the Work and the placing of orders for materials in connection with the Work, and if requested, shall make every effort to procure cancellation of all existing orders or subcontracts upon terms satisfactory to Owner or at Owner's option giving Owner the right to assume and receive all benefits to be derived from those obligations directly. Upon termination under this paragraph 19.1, Contractor shall be entitled as its sole compensation, to the lesser of: (a) the actual, direct cost of the Work completed as of the date of such termination, plus a mark-up of ~~ten~~ percent (**10%**) aggregate on such actual, direct cost of completed Work for the Contractor and subcontractors and materialmen of all tiers, as full compensation for all indirect costs, impact fees, field supervision, administration, overhead and profit, or (b) the percentage of Work completed multiplied by the Contract Price minus the amount of any payments made to Contractor prior to the date of termination and any amounts owed to Owner by Contractor under the Contract Documents. Contractor shall not be entitled to any claim against Owner for undocumented or unearned compensation, lost profits, lost opportunities or other damages (consequential, incidental, specified, actual, direct or indirect damages), including, but not limited to staging, earlier removal and storage.

19.2 Termination for Cause. The Owner may terminate the Agreement for cause if the Contractor:

- (i) refuses or fails to supply enough properly skilled workers or proper materials;
- (ii) fails to make payment to subcontractors, materialmen or laborers for materials or labor in accordance with the respective agreements between the Contractor and any of its subcontractors, materialmen or laborers;
- (iii) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- (iv) otherwise is in default of the Contract Documents or has committed a breach of Contract Documents.

19.2.1 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and the Contractor's surety, if any, five (5) days' written notice, terminate the Agreement and subject to any prior rights of the surety:

- A. exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. accept assignment of subcontracts pursuant to Paragraph 16.4; and
- C. finish the Work by whatever reasonable method the Owner may deem expedient.

19.2.2 When the Owner terminates the Contract for one of the reasons stated in Section 19.2, the Contractor shall not be entitled to receive further payment until the Work is finished.

Owner Initials DS

Contractor Initials _____

19.2.3 If the unpaid balance of the Contract Price exceeds the costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

19.2.4 If, after notice of termination of the Contract under the provisions of this Section 19.2, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience provisions contained in Section 19.1 herein.

20. Remedies.

20.1 Other Remedies. Owner hereby reserves the right to impose upon Contractor any or all of the following remedies if Contractor fails, in Owner's sole opinion, to perform the Work with promptness, diligence and efficiency as required by the Contract documents:

- A. Termination of this Agreement;
- B. Contracting with another contractor for the performance of the Work or any portions thereof;
- C. The right to back-charge Contractor for any costs incurred to remedy or complete any Work performed by Contractor, and/or for damages caused by Contractor, including the daily charge for liquidated damages delay as provided in Paragraph 3 herein; and/or
- D. All other legal and equitable remedies including damages and specific performance as set forth herein or available by law.

All money expended by Owner for costs and fees in pursuing the above remedies shall be deducted from the Contract Price and, if such expenditures exceed the remaining Contract Price to be paid to Contractor, Contractor agrees to pay to Owner on demand the full amount of such excess together with interest thereupon at the rate of 10% per annum or the highest rate allowed by law, whichever is lower.

21. Dispute Resolution.

21.1 Work Continuation and Payment. Unless otherwise agreed in writing, Contractor shall continue the Work during any dispute resolution proceedings. If Contractor so continues to perform, Owner shall continue to make undisputed payments in accordance with the Agreement for Work properly performed thereafter.

21.2 Litigation. Any litigation arising out of or in any way related to this Agreement, the Contract Documents or the Project shall be brought in the State courts in the County in which the Project is located. THE OWNER AND CONTRACTOR EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH LITIGATION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AND EACH PARTY ACKNOWLEDGES THAT NO ONE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. Contractor herein agrees to obtain an identical waiver of jury trial benefiting the Owner from all of its subcontractors or suppliers.

21.3 Consent to Joinder in Arbitration. Notwithstanding the provisions of paragraph 21.2 above, if the Owner is involved in any arbitration with any other party related in any way to the Work, this Agreement or the Contract Documents, then Contractor agrees to be joined in such arbitration in order to resolve all outstanding issues, claims and defenses between Owner and Contractor and to be bound by the results of such arbitration. If Owner joins the Contractor into an arbitration involving a Homebuyer, Contractor agrees and acknowledges that the arbitration procedures contained in the Owner's agreement with its Homebuyer shall apply equally to Contractor as if set forth herein. A copy of Owner's standard form Homebuyer agreement has been made available to Contractor for its review.

Owner Initials RS

Contractor Initials _____

21.4 Attorneys' Fees. In the event a dispute relating to, arising out of, or concerning the Work, this Agreement or the Project, the prevailing party shall be entitled to recover its reasonable attorneys' fees, as well as all costs of litigation or arbitration from the non-prevailing party.

22. Miscellaneous.

22.1 Assignments. Owner and Contractor each binds itself, its successors and assigns to the other party hereto and to the successors and assigns of such other party, in respect to all covenants, agreements and obligations contained in this Agreement. Contractor shall not assign the same without the written consent of Owner, nor shall Contractor assign any monies due, or to become due, to it hereunder without the previous written consent of Owner. Nothing in the Agreement shall, however, prevent Contractor from entering into such subcontracts, as Contractor may desire, subject to this Agreement.

22.2 Compliance with Other Agreements. Contractor shall comply with any labor agreements to which Contractor is subject. Contractor's involvement in any labor dispute, whether or not Contractor is at fault, which includes picketing or other disturbances at the Project, shall be a default hereunder. If Owner elects to open a secondary gate and/or hire additional security because of such a dispute, all costs of doing so shall be borne by Contractor and shall be due upon demand by Owner.

22.3 Patents. Except as otherwise expressly provided by the Documents, Contractor shall pay all royalties and license fees which may become due as the result of Contractor's inclusion of any patented materials in the Work, and Contractor shall obtain any consents or licenses necessary to use such materials.

22.4 Incorporation of Exhibits. All exhibits hereto are hereby incorporated into this Agreement by this reference.

22.5 Entire Agreement. This Agreement, together with all of the Contract Documents, supersedes any and all prior negotiations, agreements or contracts, written or oral, between Owner and the Contractor. This Agreement together with all items incorporated by reference herein constitutes the entire Agreement between the parties and may not be amended without the written agreement of both parties.

22.6 Damage to Adjacent Properties. Any damage and/or restoration to adjacent properties resulting from Work performed under this Agreement shall be the responsibility of Contractor. When restoration of adjacent properties is required, Contractor shall notify the owner(s) of said property prior to commencement of any restoration activities.

22.7 Notice. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested, or (ii) by any nationally known overnight delivery service, or (iii) by courier, or (iv) by facsimile transmission, or (v) in person. All notices shall be addressed to the applicable party at the business address specified for that party on page 1 of this Agreement. Any address specified above may be changed by written notice given to the other party in accordance with this paragraph. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

22.8 Agreement Binding on Assignees. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

22.9 Rights Cumulative. All of Owner's rights and remedies set forth herein, in the event of Contractor's default under any provision of this Agreement, are cumulative and are in addition to any other rights granted by law or equity in the event of a breach of this Agreement by Contractor.

22.10 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

22.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida.

Owner Initials DS

Contractor Initials _____

FLORIDA STATUTORY NOTIFICATION
CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558,
FLORIDA STATUTES.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Owner Initials es

Contractor Initials _____

EXHIBIT A
SCOPE OF WORK

The general scope of work includes but is not limited to: Construction of 4,700 LF of roadway with associated ponds, earthwork, multi-use path, sidewalks and utilities.

EXHIBIT B

LIST OF PLAN SHEETS

Drawing Index		
Drawing Number	Drawing Title	Revision Date
C0.00	COVER	2018-10-04
	Survey	2018-10-04
C0.1	GENERAL NOTES	2018-10-04
C1.0	TYPICAL SECTION	2018-10-04
C2.1	EXISTING EASEMENT MAP	2018-10-04
C2.2	OVERALL SITE PLAN	2018-10-04
C3.1	PRE-DEVELOPMENT DRAINAGE PLAN	2018-10-04
C3.2	POST-DEVELOPMENT DRAINAGE PLAN	2018-10-04
C101	PLAN AND PROFILES	2018-10-04
C102	PLAN AND PROFILES	2018-10-04
C103	PLAN AND PROFILES	2018-10-04
C104	PLAN AND PROFILES	2018-10-04
C105	PLAN AND PROFILES	2018-10-04
C106	PLAN AND PROFILES	2018-10-04
C107	PLAN AND PROFILES	2018-08-28
C108	PLAN AND PROFILES	2018-08-28
C109	PLAN AND PROFILES	2018-10-04
C201	STORMWATER POND LAYOUT AND GRADING	2018-10-04
C202	STORMWATER POND LAYOUT AND GRADING	2018-10-04
C401	SIGNING AND PAVEMENT MARKINGS PLAN	2018-10-04
C402	SIGNING AND PAVEMENT MARKINGS PLAN	2018-10-04
C403	SIGNING AND PAVEMENT MARKINGS PLAN	2018-10-04
C404	SIGNING AND PAVEMENT MARKINGS PLAN	2018-10-04
C405	SIGNING AND PAVEMENT MARKINGS PLAN	2018-10-04
C501	PAVING, GRADING AND DRAINAGE PLAN	2018-10-04
C502	PAVING, GRADING AND DRAINAGE PLAN	2018-10-04
C503	PAVING, GRADING AND DRAINAGE PLAN	2018-10-04
C601	EROSION & SEDIMENT CONTROL NOTES & DETAILS	2018-10-04
C602	STORMWATER POLLUTION PREVENTION NOTES	2018-10-04
C603	STORMWATER POLLUTION PREVENTION - CONTRACTOR'S CERT	2018-10-04
C701	JEA FORCEMAIN DETAILS	2018-10-04
C702	JEA FORCEMAIN DETAILS	2018-10-04
C703	JEA FORCEMAIN DETAILS	2018-10-04
C703	JEA FORCEMAIN DETAILS	2018-10-04
From RiverTown Phase 2A Plans		
C2.0	PHASING PLAN	2018-08-23
C4.0	SITE PLAN	2018-01-24
C5.0	GRADING PLAN	2018-01-24
C6.0	NEIGHBORHOOD SITE PLAN	2018-01-24
C7.0	UTILITY PLAN	2018-08-23

EXHIBIT C
DRAW AND PAYMENT PROCEDURES AND POLICIES

(i) On or before the 30th day of each month, Contractor shall make a payment application to Owner for Work completed and materials stored from the 30th day of the immediately preceding month through the 30th day of the current month (i.e. work completed from March 30th thru April 30th would be submitted on April 30th and a check would be issued to Contractor on or before May 30th (30 days following Owner's receipt of a payment application)), using the payment application form attached hereto as Exhibit I. Each payment application from Contractor shall include the following:

(ii) Certification from Contractor as to percentage of Work completed and an approval of the payment request by Owner or such other person as Owner may designate, with a statement certifying that all Work represented by the payment application has been completed in conformance with the Contract Documents;

(iii) Partial lien waivers in the form attached hereto as Exhibit D-1 and D-3 or such other form as Owner may require from Contractor, its subcontractors and its materialmen or any tier for the payment requested and, when final payment is requested, final lien waivers in the form attached hereto as Exhibit D-2 and D-4 or such other form as Owner may require; and

2. Any other documents reasonably requested by Owner.

3. Payment Applications shall be submitted to the address below:
Rivertown.billing@mattamycorp.com

4. If all documents required are timely supplied, Owner will make payment of the amount determined herein on or before the 30th of each month following the receipt of a payment application on the 30th of the previous month less a ten percent (10%) standard retention and less any additional retention which Owner elects to retain as permitted by the Agreement. Work shall be presumed to be Lump Sum unless listed as Unit Price Work. The Lump Sum Work amount paid monthly shall be that amount determined by taking the Lump Sum amount in the Bid Proposal multiplied by the percentage of Work complete and materials stored on the 25th day of the preceding month as certified, less retention. For Unit Price Work, the amount to be paid monthly shall equal the units of the Work completed and materials stored through the 30th day of the preceding month based on field measurements agreed upon by Owner and Contractor, multiplied by the applicable unit bid price listed on the Bid Proposal.

5. Fifty percent (50%) of the standard retention shall be paid within twenty business days after all of the following have all occurred: (i) Contractor gives written notice that all Work has been completed in accordance with this Agreement; (ii) Owner has confirmed the completion; (iii) final lien waivers and releases are executed and delivered by Contractor and its subcontractors and suppliers to the Owner; (iv) Substantial Completion has occurred; and (v) all necessary government acceptances from the authorities having jurisdiction over the Work have been received by Owner. The remaining standard retention shall be paid, when Owner has received certificate of completion for the Project by all applicable utility companies. Any retention held by Owner because of a default or otherwise allowed pursuant to the Agreement will be paid after Contractor removes, to Owner's complete satisfaction, the condition which resulted in the retention of funds, except to the extent applied by Owner to the costs and damage it incurred as a result of the same. Owner may apply the retention toward curing defaults of Contractor but this application of the retention shall not limit Contractor's obligations or Owner's other remedies. Owner may record Notice of Completion after acceptance of the Work by all applicable utility companies.

6. Owner may at any time make payment by joint check to Contractor and its subcontractors or suppliers.

7. If Contractor fails to deliver a complete and accurate application for payment for Work to Owner within one hundred eighty (180) days after performing such Work, then Owner shall have no obligation to pay for such Work. Contractor's agreement to this provision is a material part of the consideration being given to Owner. CONTRACTOR WAIVES ALL RIGHTS OR CLAIMS IT MAY HAVE FOR PAYMENT FOR ANY WORK FOR WHICH IT DOES NOT DELIVER A COMPLETE AND ACCURATE PAYMENT APPLICATION TO OWNER WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY CLAIMS IN CONTRACT, QUANTUM MERIT, OR OTHERWISE.

EXHIBIT D-1
CONTRACTOR'S CONDITIONAL RELEASE OF LIEN



7800 Belfort Parkway Suite 195 Jacksonville, Florida 32256

**Waiver and Release of Lien
Upon Progress Payment**

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through (Date) _____ to Mattamy Jacksonville, LLC (the "Owner") on the job of _____ (the "Project") to following described property:

In consideration for this payment, and other good and valuable consideration, receipt of which is acknowledged, the undersigned makes the following representations and warranties:

1. The undersigned has been paid (or it will be paid via proceeds from this pay application) for the labor, services, and materials in connection with the (agreement) _____ (the "Contract"), including all work performed or any materials provided by its subcontractors, vendors, suppliers, materialmen, laborers, or other persons or entities through the date set forth above.
2. The undersigned has paid (or it will pay via proceeds from this pay application) all its subcontractors, vendors, suppliers, materialmen, laborers, and any other person or entity providing services, labor, or materials to the Project; there are no outstanding claims, demands, or rights to liens against the undersigned, the Project, or the Owner in connection with the Contract on the part of any person or entity; and no claims, demands, or liens have been filed against the undersigned, the Project, or the Owner relating to the Contract through the date set forth above.
3. The undersigned releases and discharges Owner from all claims, demands, or causes of action (including all lien claims and rights) through the date set forth above. The undersigned hereby specifically waives and releases any lien or claim or right to lien in connection with the Contract through the date set forth above to Owner, Owner's property, and the Project, and also specifically waives, to the extent allowed by law, all liens, claims, or rights of lien in connection with the Contract by the undersigned's subcontractors, materialmen, laborers, and all

EXHIBIT D-1 CONTINUED

other persons or entities furnishing services, labor, or materials in connection with the Contract.

4. The undersigned shall indemnify, defend, and hold harmless Owner from any action, proceeding, arbitration, claim, demand, lien, or right to lien relating to the Contract through the corresponding pay cycle, and shall pay any costs, expenses, and/or attorneys' fees incurred by Owner in connection therewith.

The undersigned makes the foregoing representations and warranties with full knowledge that Owner shall be entitled to rely upon the truth and accuracy thereof.

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED: _____

(Subcontractor/Subvendor company name)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

I, a Notary Public for the above County and State, certify that _____ personally came before me this day and acknowledged that he/she is _____ [title] of _____ [company name], and that he/she, as _____ [title], being authorized to do so, executed the foregoing on behalf of _____ [company name]. Witness my hand and official seal this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.



7800 Belfort Parkway Suite 195 Jacksonville, Florida 32256

FINAL Waiver and Release of Lien

The undersigned lienor, conditioned upon receipt of payment in the amount of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to Mattamy Jacksonville, LLC (the "Owner") on the job of _____ (the "Project") to following described property:

In consideration for this payment, and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned makes the following representations and warranties:

1. The undersigned has been paid (or it will be paid via proceeds from this pay application) for all labor, services, and materials in connection with the Project, including all work performed or any materials provided by its subcontractors, vendors, suppliers, materialmen, laborers, or other persons or entities.
2. The undersigned has paid (or it will pay via proceeds from this pay application) all its subcontractors, vendors, suppliers, materialmen, laborers, and any other person or entity providing services, labor, or materials to the Project.
3. There are no outstanding claims, demands, or rights to liens against the undersigned, the Project, or the Owner in connection with the work performed by, or at the direction of, the undersigned ; and no claims, demands, or liens have been filed against the undersigned, the Project, or the Owner.
4. The undersigned releases and discharges Owner from all claims, demands, or causes of action (including all lien claims and rights) in connection with the Project.
5. The undersigned shall indemnify, defend, and hold harmless Owner from any action, proceeding, arbitration, claim, demand, lien, or right to lien relating to the work performed by, or at the direction of the undersigned, in connection with the Project, and shall pay any costs, expenses, and/or attorneys' fees incurred by Owner in connection therewith.

EXHIBIT D-2 CONTINUED



7800 Belfort Parkway Suite 195 Jacksonville, Florida 32256

The undersigned makes the foregoing representations and warranties with full knowledge that Owner shall be entitled to rely upon the truth and accuracy thereof.

DATED: _____

(Subcontractor/Subvendor company name)

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

I, a Notary Public for the above County and State, certify that _____ personally came before me this day and acknowledged that he/she is _____ [title] of _____ [company name], and that he/she, as _____ [title], being authorized to do so, executed the foregoing on behalf of _____ [company name]. Witness my hand and official seal this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.

[illegible]

EXHIBIT F
SPECIAL CONDITIONS

1. The Contract Price includes permit fees as required to be obtained by Contractor. All other permit fees shall be paid by the Owner. The Contract Price also includes all associated inspection fees. Unit prices include the cost of any performance and payment bonds required by the Contract Documents.
2. Contractor shall provide all staking required to complete the Work and as-built survey and certification in a form acceptable to the Owner.
3. Contractor agrees to return the site to the same clean and graded condition existing as when work commenced. Any extra material shall be removed to an onsite location designated by Owner. If clean-up and grading is not completed by Contractor within three (3) work days of notice from Owner, Owner will be entitled to perform the clean-up and grading and back charge Contractor.
4. Owner shall determine all final pay quantities and Owner's determination shall be considered final and used for payment.
5. Contract unit prices shall be binding on Contractor for the duration of any Project.
6. Contractor shall perform a walk through inspection of the Project with Owner's Authorized Representative to check for satisfactory completion of all Work. Upon twenty-four (24) hour notice, Contractor agrees to provide a superintendent or higher level person to participate in an inspection with Owner and any third parties owner deems necessary. Any punch list item noted in said inspection by Owner as needing repair, completion or replacement shall be deemed noticed to Contractor as if noticed in writing on the date of said inspection. Contractor agrees thereafter to cause any punch list items brought to its attention to be corrected, repaired or replaced otherwise in accordance with the time frames required by this Agreement.
7. Contractor shall promptly remove all excess construction material and debris generated by it or any of its subcontractors. If material and/or debris are not removed by the Contractor within three (3) days after completion of any phase of Work or upon twenty-four (24) hour notice, Owner shall be entitled to perform clean up and back-charge to Contractor.
8. Contractor shall establish and maintain dust control measures throughout the Project, including any offsite work areas, as necessary to maintain continuous compliance with all applicable federal, state, county, and city dust control and surface disturbance regulations. Contractor shall be responsible for payment of any and all fines, damage claims, and/or legal expenses resulting from Contractor's failure to establish and maintain compliance throughout the Work.
9. Contractor shall be responsible for obtaining locations of all of the existing underground and overhead utilities and Contractor is liable for any damages to the same caused by Contractor's failure to obtain said locations.
10. Contractor shall maintain a full working crew on this Project at all times after Work begins.

EXHIBIT G
MATERIALMEN AND SUBCONTRACTORS

	<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Estimate of cost of materials to be provided:

(Add additional rows if necessary.)

EXHIBIT H
SAFETY PROTOCOLS AND PROJECT RULES AND
REGULATIONS

1. Safety Precautions.

(a) Contractor shall comply with all applicable safety and health laws, rules and regulations including the federal Occupational Safety and Health Act, the regulations/standards of the Occupational Safety and Health Administration. ("OSHA") and any state or local government requirements (Collectively the "Safety Rules"). Contractor shall ensure that its subcontractors and materialmen and all of their employees comply with all Safety Rules.

(b) Contractor shall prepare and submit a site safety plan to the Owner prior to start of the Work and shall have periodic safety meetings with its subcontractors, materialmen and all employees. Contractor is responsible for managing safety of all its activities at the Project, including providing all training and all "competent persons" required by the Safety Rules. Contractor shall coordinate activities with any other subcontractors, suppliers, or vendors on site to ensure a safe working environment.

(c) Contractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for adequacy of and required use of all safety equipment and for full compliance with the Safety Rules. This responsibility of the Contractor includes the conduct and compliance by its employees, employees of its subcontractors and all suppliers of materials and equipment.

2. Compliance with Environmental, Health and Safety Standards.

(a) Compliance with Hazardous Substances Laws. Contractor shall not, in connection with this Agreement or the Work, use, possess, handle, transport, emit, release or discharge any chemical, material or substance except as permitted by, and in strict compliance with, all applicable laws, including, without limitation, the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et .; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Florida Occupational Safety and Health Act, Florida Revised Statutes, and the Florida Environmental Quality Act.

(b) Warnings. Contractor shall, at its sole expense, provide any and all notices and warnings required under all hazardous substances laws with respect to any chemicals, materials or substances which Contractor, and its employees and agents, use, possess, handle, transport, emit, release, or discharge in connection with this Agreement or the prosecution of any and all Agreement or non-Agreement work relating to the Project, including, without limitation, the Work.

3. Clean-Up. Contractor shall at all times keep the areas of the Project free from the accumulation of waste materials, unsafe materials, or rubbish arising out of the Work, including daily cleanup of all waste and trash generated by Contractor during the course of performing the Work. At the end of each work day, Contractor shall pile such waste and trash in locations designated by Owner. Contractor shall be obligated to dispose of any material so piled in a neat and orderly manner. Upon completion of the Work, Contractor shall remove all of its plans, tools, and materials from the Project and and shall remove from the site all hazardous materials, temporary structures, debris and waste incident to Contractor's operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement. Any such cleanup shall be accomplished in adherence with applicable hazardous substances laws. Any hazardous waste required to be disposed of by Contractor will be the property of Contractor and Contractor hereby accepts liability for any and all costs associated with the handling, transportation and disposal of such waste, including, without limitation, costs associated with the remediation of any sites to which the waste was sent. Contractor acknowledges that the failure to perform such waste and trash removal obligations as set forth herein shall cause Owner to incur damages, and the parties hereto agree that Owner shall have the right

Owner Initials RS

Contractor Initials _____

to back-charge Contractor at actual cost of clean-up not properly completed by Contractor.

4. Operation of Vehicles. Contractor agrees that the operation of vehicles in or about the Project by Contractor or the employees or agents of Contractor (including delivery vehicles operated by suppliers of Contractor) shall be as follows: (a) using only the designated entries to enter the Project, (b) using only established roadways and temporary roadways as authorized by Owner, (c) no crossing of curbs or sidewalks and (d) observing a speed limit of 15 miles per hour within the entire Project. In the event the vehicles of Contractor, Contractor's employees or agents, or Contractor's suppliers or subcontractors cause damage to curbs, sidewalks, landscaping or concrete surfaces within the Project or cause any other damage to the Project, Owner may make the repair of such damage and Contractor shall be obligated to immediately reimburse Owner for all actual expenses incurred by Owner thereby.

5. Parking of Vehicles. It shall be the responsibility of Contractor (a) to control the traffic generated by its employees on the Project under the direction of Owner's Authorized Representative; (b) to enforce restrictions against parking on roads within the Project; and (c) to provide necessary parking areas for all workers in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, its agents or employees to maintain ingress and egress to the Project, all such towing charges will be back-charged to Contractor. Neither Contractor nor Contractor's agents, employees, subcontractors or material suppliers shall be permitted to park vehicles in driveways, garages or carports of the housing units (whether completed or being constructed) within the Project nor shall such vehicles be parked upon sidewalks located within the Project. In the event Contractor, its agents or employees or its material suppliers do park vehicles in such restricted areas, Owner shall have the right to fine or back-charge Contractor \$100.00 per vehicle per day, and Owner shall have the right to be reimbursed for any damages resulting to such driveways, garages, carports or sidewalks in cash or in the form of back-charges.

6. Unacceptable Behavior. Unruly behavior, the drinking of alcoholic beverages, the use of illegal drugs, and/or the playing of loud music by Contractor, any subcontractor, materialmen or any of their employees shall not be permitted within the Project. In the event that Contractor or Contractor's agents or employees engage in such activities, Owner shall have the right to fine or back-charge Contractor \$100.00 per occurrence. Owner shall also have the right to request that the offending party leave the Project immediately and Contractor agrees to abide by such request. Owner may require Contractor to remove from the Project such persons as Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment in connection with the Work is deemed by Owner to be contrary to Owner's best interests or the public interest. Contractor shall not permit any unauthorized personnel including, without limitation, any children or other family members to be on the Project site.

7. Contractor Warranties and Representatives Regarding Safety Programs. Owner and all of its affiliated and subsidiary companies are firmly committed to compliance with all Safety Rules and requires Contractor, its employees, subcontractors and materialmen of any tier to commit to a goal of a safe work place and zero accidents on the Project. Accordingly, Contractor represents and warrants that:

- (a) Contractor has adopted and implemented all safety programs required by law.
- (b) Contractor has appointed a specific employee who has the authority and responsibility to implement and ensure compliance with its the safety programs;
- (c) Contractor will provide appropriate on-site supervisors, and all required "competent person," to ensure compliance with the Safety Rules;
- (d) Contractor has provided to its employees all safety and health training required by the Safety Rules and will ensure that the employees any subcontractor or materialmen of any tier has been provided such training.
- (e) Contractor will use disciplinary procedures to ensure compliance with such safe and healthy work practices;

Owner Initials



Contractor Initials

(f) Contractor has established procedures, in compliance with Safety Rules, for reporting and correcting unsafe conditions and communicating with employees on matters relating to occupational safety and health;

(g) Contractor has developed and will conduct a program of inspections, in compliance with the Safety Rules, to identify and evaluate hazards at the Project;

(h) Contractor has established and will implement procedures in compliance with the Safety Rules, for investigating occupational injuries and illnesses.

(i) Contractor has adopted and implemented a Hazard Communication Program, a Fire Prevention Plan, a Respiratory Protection Program, and a Hearing Conservation Program, and other safety and health programs required by the Safety Rules (collectively, the "Safety Programs"). Upon request, Contractor shall provide Owner with written proof that Contractor conducts required inspections of the Project and equipment and training of its employees, and maintains required records. Contractor shall maintain records for this Project and any other Project for Owner which are readily available for inspection by Owner or any governmental or insurance inspector.

8. Drug and Alcohol/Purpose and Procedure.

FOR THE SAFETY AND WELL BEING OF ALL EMPLOYEES ON OWNER'S CONSTRUCTION SITES, OWNER HAS A POLICY THAT DRUGS OR ALCOHOL SHALL NOT BE DISTRIBUTED, POSSESSED OR USED ON OWNER'S CONSTRUCTION SITES. ANYONE FOUND TO BE IMPAIRED BY OR IN POSSESSION OF DRUGS OR ALCOHOL MUST LEAVE THE OWNER'S CONSTRUCTION SITE OR PROPERTY. To help insure the safety of all workers, including a worker that may be impaired, Contractor agrees to adhere to the following procedures:

(i) Owner shall have no duty to monitor Contractor's workers, but if Owner suspects that a worker is impaired by drugs or alcohol, Owner may investigate and make inquiries of employees on the Project to confirm the suspected impairment, or Owner may give notice to Contractor who shall then investigate. If Contractor suspects that one of its workers is impaired by drugs or alcohol, then Contractor shall investigate.

(ii) If impairment is found or believed to exist, the impaired worker must be removed from the Project. The Contractor must provide transportation for the impaired worker and not allow them to drive themselves from the job and endanger the public.

(iii) After the impaired worker has been removed from the Project, Contractor will send a formal written notification to Owner. The notification will include an explanation of all actions. A copy of the notification will be placed into the Contractor's file for future reference.

(iv) A violation by Contractor of this policy will be cause for immediate termination of this Agreement by Owner.

9. Signs and Advertising. Signs or advertisements shall not be erected or displayed without prior approval of Owner.

Owner Initials DS

Contractor Initials _____

EXHIBIT I PAYMENT INVOICE

AIA Payment application form incorporated by reference. Below is a reference.

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 1 Pages

TO OWNER:
Mattamy (Jacksonville) Partnership, Inc.
1900 Summit Tower Blvd. Suite 500
Orlando, FL 32810

PROJECT: L1004
Mattamy Project Number

APPLICANT: 1
APPLICATION DATE: 04/01/14
PERIOD TO: 05/01/14
CT DATE: 5/1/2014

DISTRIBUTION TO:
____ OWNER
____ ENGINEER
____ CONTRACTOR

FROM CONTRACTOR:
Greenbriar Landscape
4000 Avaton Road
Winter Garden, FL 34787

VIA ENGINEER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM	.....	\$ -
2. Net change by Change Orders	.....	\$ -
3. Contract Sum To Date (line 1+2)	.....	\$ -
4. TOTAL COMPLETED AND STORED TO DATE (Column 0 on individual sheets)	.....	\$ -
5. RETAINAGE:		
a. 10% of completed work	.....	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	.....	\$ -
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	.....	\$ -
8. CURRENT PAYMENT DUE	.....	\$ -
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	.....	\$ -

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner		
Total approved this month		
TOTALS	-	-
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Greenbriar Landscape

By: Todd Haag, Project Manager Date: _____

State of: FLORIDA
County of: ORANGE
Subscribed and sworn to before me
this first day of May, 2014

Notary Public:
My Commission expires: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ Date: _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer: _____ Date: _____
By: _____

Owner Initials DS

Contractor Initials _____



Project Name: RiverTown Keystone Corners Blvd
Date of Bid: 24 Aug 18

DESCRIPTION		QUANTITY	UNIT	\$/UNIT	COST	COST TYPE	NOTES
SITE PREPARATION							
1	CONSTRUCTION ENTRANCE	1.00	Each	\$11,107.00	\$	11,107.00	
2	DEMOLITION	1.00	Each	\$15,937.26	\$	15,937.26	
3	BROOKS & SEDIMENT CONTROL	1.00	Lump Sum	\$51,678.86	\$	51,678.86	
4	SITE CLEANUP				\$		
5	TREE & GRASSING CLEARING	18.20	Acres	\$55,110.99	\$	93,202.62	
6	General Conditions	1.00	Lump Sum	\$33,538.00	\$	33,538.00	
EARTHWORKS							
7	BURY IN BOX-STRUCTURAL FILL AREAS				\$		
8	BURY IN POND	21,583.00	Cubic Yard	\$	1.66	\$	35,831.10
9	CLEAN AND MAINTAIN ADJACENT ROADS				\$		
10	CUT VOLUME	3,933.00	Cubic Yard	\$	3.25	\$	12,686.75
11	EXPORT OFF-SITE	1.00	Lump Sum	\$	34,274.00	\$	34,274.00
12	EXTRA CUT VOLUME				\$		
13	FILL VOLUME	55,000.00	Cubic Yard	\$	1.66	\$	79,337.75
14	IMPORT / EXPORT FILL				\$		
15	PILE FOR OUTLOOK USE				\$		
16	PILE FOR LANDSCAPE	99,830.00	Cubic Yard	\$	0.78	\$	77,867.40
17	PILE FOR SEPARATE PROJECT ON OWNER	21,583.00	Cubic Yard	\$	3.25	\$	69,713.55
18	STUMP TOPPING				\$		
19	USE IN SLOPE OF SWM POND				\$		
20	Final Erosion	45,200.00	Square Yard	\$	0.88	\$	39,771.70
MISCELLANEOUS							
21	CONVERTING				\$		
22	TOPO / AS BUILT / EARTHWORKS LAYOUT	1.00	Lump Sum	\$	52,900.40	\$	52,900.40
23	OTHER				\$		
TOTAL COSTS							
INTERNAL SERVICING		QUANTITY	UNIT	\$/UNIT	COST		
24	SANITARY	1,487.00	Liner Feet	\$	210.61	\$	325,994.64
25	STORM	2,931.00	Liner Feet	\$	174.43	\$	511,466.97
26	WATERMAINS	1,401	Liner Feet	\$	\$22.89	\$	32,044.64
27	BASE ROADS	21,219.00	Square Yard	\$	18.50	\$	392,946.51
28	SEAL WALK	21,215.00	Square Feet	\$	4.02	\$	85,301.63
29	TOP CURB	8,850.00	Liner Feet	\$	11.40	\$	100,817.00
30	TOP ROADS	21,239.00	Square Yard	\$	11.90	\$	252,641.97
31	FOURTH PIPE (POCCING/CLAMP)				\$		
32	OVERSIZING - SANITARY				\$		
33	OVERSIZING - STORM				\$		
34	OVERSIZING - WATERMAINS				\$		
35	COST ALLOCATION - INTERNAL SERVICING				\$		
36	MOBILIZATION				\$		
37	OVERSIZING - POC				\$		
38	REAR LOT CATCH BASIN				\$		
39	REMOVE / REPLACE SIDEWALK				\$		
40	REMOVE / REPLACE CURB				\$		
41	REMOVE / REPLACE ROAD				\$		
42	ROAD CLEANING				\$		
43	SPRINKLE CONNECTORS - SANITARY				\$		
44	SERVICE CONNECTORS - STORM				\$		
45	SERVICE CONNECTORS - WATER				\$		
46	SERVICE CONNECTIONS - BLOCK				\$		
47	PUMP STATION/FORCEMAIN				\$		

Owner Initials 

Contractor Initials

PS

Contractor Initials

requested ultimate pricing.

**Raul Clearing Debris Office
Grand and Dispose Office
Existing Utility Adjustment for Separation of Wastewater**

FIFTH ORDER OF BUSINESS

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, March 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:

DJ Smith	Vice Chairman
Jason Thomas	Supervisor
Chris Henderson	Supervisor

Also present were:

Ernesto Torres	District Manager
Lauren Gentry	District Counsel
Ryan Stilwell	District Engineer
Jason Davidson	Vesta – General Manager
Zach Davidson	Vesta – Operations Manager
Marilee Giles	GMS
Jim Perry	GMS (by phone)
Robert Beladi	VerdeGo
Jennifer Kilinski	HGS (by phone)
Cynthia Wilhelm	Nabors, Giblin & Nickerson (by phone)
Sete Zare	MBS Capital Markets (by phone)

The following is a summary of the discussions and actions taken at the March 17, 2021 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Torres called the meeting to order.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Financing Matters

A. Consideration of Supplemental Engineer's Report

Mr. Stilwell gave a brief overview of the engineer's report included in the agenda package noting the new improvements total approximately \$4.5 million and that is for

improvements associated with parcels 16, 17, 19 as well as Longleaf Pine Parkway. A portion of this bond issuance will be used to pay for the acquisition of Keystone Corners Boulevard as well.

B. Consideration of Preliminary Assessment Methodology Report

Mr. Perry gave a brief overview of the assessment methodology report directing the Board to Table 1, which provides the anticipated number of each product types. There are 649 total units planned. The bond proceeds total \$9,550,000 as shown in Table 2. Tables 3 and 4 detail the various product types, the par debt per unit as well as the assessment amounts to be assigned to each product type.

C. Consideration of Delegation Resolution No. 2021-04

Ms. Wilhelm informed the Board the purpose of the delegated award resolution is to delegate the Chair the authority to execute and deliver a bond purchase agreement to the underwriter and for the underwriter to purchase the bonds so long as the offer contained in the bond purchase agreement is within the parameters, which are attached as an appendix to the resolution. The resolution also authorizes the Board to approve the forms of certain documents which are necessary for the underwriter to market and sell the bonds. The maximum principal amount is not to exceed \$11 million. The maximum coupon rate is 5.44% if the bonds are priced in March. The underwriting discount is a maximum of 2%. The maturity date is May 1, 2052 and the redemption provisions are as provided for in the bond form and subject to optional redemption no later than May 1, 2033.

1. Supplemental Indenture

Ms. Wilhelm noted the second supplemental trust indenture contains the terms, conditions and details of this particular bond issue and will contain the final pricing information when it becomes available.

2. Preliminary Limited Offering Memorandum

Ms. Wilhelm noted this is the security document related to the bonds and is provided to potential investors during the marketing phase prior to the sale of the bonds and sets forth the detailed description of the bonds, the bond documents, the development and the investment risks associated with the purchase of the bonds.

3. Bond Purchase Agreement

Ms. Wilhelm noted the bond purchase agreement is the agreement between the District and the underwriter for the sale of the bonds and it contains all of the conditions that need to be satisfied in order to close on the bonds.

4. Continuing Disclosure Agreement

Ms. Wilhelm noted the continuing disclosure agreement provides that the District will provide certain information to the Municipal Securities Rulemaking Board.

On MOTION by Mr. Smith seconded by Mr. Henderson with all in favor Resolution 2021-04 was approved in substantial form.

FOURTH ORDER OF BUSINESS

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**

There were no comments on the minutes.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the minutes of the February 17, 2021 Board of Supervisors and Audit Committee meetings were approved.

FIFTH ORDER OF BUSINESS

Update on SR13 Roundabout Construction and Joint Use / Maintenance Agreement

Ms. Gentry stated included at this tab is Resolution 2021-05. This resolution approves modifying the existing joint use and maintenance agreement with FDOT that is in place between FDOT and District 1 to also include Rivers Edge II, as well as Rivers Edge III. This way the three districts can share in the maintenance obligations. A form of agreement is attached, and it will be finalized with FDOT once we receive their feedback.

On MOTION by Mr. Henderson seconded by Mr. Smith with all in favor Resolution 2021-05 was approved and the joint use and maintenance agreement with FDOT was approved in substantial form.

SIXTH ORDER OF BUSINESS

Consideration of Grass Carp Stocking Agreement

Mr. Zach Davidson noted the agreement is to stock the ponds inside of Watersong, as well as the two outside Keystone Corners with grass carp.

On MOTION by Mr. Smith seconded by Mr. Henderson with all in favor the grass carp stocking agreement with Charles Aquatics was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Proposal from VerdeGo for Longleaf Pine Landscaping Services

Mr. Torres noted copies of the cost-share request forms were included in the agenda package and were also provided to the two sister districts for approval.

On MOTION by Mr. Henderson seconded by Mr. Thomas with all in favor the cost-share request forms and associated proposals from VerdeGo were approved.

EIGHTH 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 – Discussion Regarding Conversion to Electronic Packets and Devices

The Board will begin utilizing electronic devices for reviewing the monthly agenda packages.

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 firepits have been fixed.

E. Landscape - Report

A copy of the report was included in the agenda package.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Income Statement

B. Approval of Check Register

A copy of the check register totaling \$124,664.34 was included in the agenda package.

On MOTION by Mr. Smith seconded by Mr. Henderson with all in favor the check register was approved.

C. Consideration of Funding Request No. 28

A copy of funding request number 28 totaling \$25,696.15 was included in the agenda package.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor funding request number 28 was approved.

ELEVENTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

Mr. Fred Baron, 44 Cherry Laurel Place, thanked Patti Brown and Dan Fagen for their efforts in working on the Watersong gate. Mr. Baron also asked if there is a phased approach to opening the amenity center or if it will be open all at once. Ms. Gentry responded that the amenity center would be controlled by the HOA, not the CDD.

TWELFTH ORDER OF BUSINESS

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

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Smith seconded by Mr. Henderson with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SEVENTH ORDER OF BUSINESS

HUTCH -N- SONZ

PAINT TEAM

4208 Devore Place, Jacksonville, FL 32210

(904) 759-4341

Proposal: 0003

Date:4/12/2021

Bill To: Rivers Edge CDD

Job Site: RiverTown Entry Tower
Near Welcome Center

Job Description

Pressure wash

Prep and Paint

This proposal includes rental of 2 lifts

All materials

Excluded

Replacement of any rotten wood

Subtotal	\$13,900
Tax	0
Total	\$13,900

Make check payable to Hutch N Son

EIGHTH ORDER OF BUSINESS

PROPOSAL

Mailing Address

RECDD 1
475 WestTown Place Suite 114
St Augustine, FL 32092
Date: 4/8/21
Opportunity#: 4858

Job Address

RECDD 1 Controllers

Phone:

PROPOSAL

Job Summary:

This is to add RainBird IQ 4G to all controllers as well as upgrading 9 existing 3G to 4G network. Also upgrading 2 face plates to accept the IQ system.

Quantity	Description	Unit	Unit Price	Ext Price
18.00	RainBird IQ 4G	Dollars	\$2,250.00	\$40,500.00
2.00	Irrigation Face Plate	Dollars	\$350.00	\$700.00
40.00	Labor and Prep	Hr	\$55.00	\$2,200.00
9.00	IQ 3G upgrade	Dollars	\$1,200.00	\$10,800.00
Landscape Enhancement Total				\$54,200.00
Proposal Total:				<u>\$54,200.00</u>

Note: This proposal includes all labor and material necessary to complete the job.

Payment due 30 days after receipt of invoice.

All material is guaranteed for one year as long as proper maintenance and landscape practices are being performed. All work to be completed in a workman-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.

Verdego employees are fully covered by workman's compensation insurance.

ACCEPTANCE OF PROPOSAL

I/WE have reviewed your proposal and hereby indicate our acceptance of the same, as per the scope, specifications and amounts mentioned in the proposal form. I/We agree to the proposed terms of payment and will release the funds as per agreed herein.

By _____

Robert Beladi

Date _____

VerdeGo

By _____

Date _____

RiverTown

VerdeGo • PO Box 789 3335 North State Street • Bunnell, FL 32110
phone: 386-437-3122 email: rbeladi@verdego.com
www.verdego.com

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PROPOSAL

Mailing Address

RECDD 2
475 WestTown Place Suite 114
St. Augustine, FL 32092
Date: 4/8/21
Opportunity#: 5011

Job Address

RainBird IQ 4G RECDD 2

Phone:

PROPOSAL

Job Summary:

This is to add 4G Rainbird IQ system to 3 controllers off Kendall Crossing and 1 upgrade from 3G to 4G at the RiverClub.

Quantity	Description	Unit	Unit Price	Ext Price
4.00	Irrigation Labor	Hr	\$55.00	\$220.00
3.00	RainBird IQ 4G	Dollars	\$2,250.00	\$6,750.00
1.00	RainBird IQ 4G Upgrade	Dollars	\$1,200.00	\$1,200.00
Irrigation Total				\$8,170.00
Proposal Total:				<u>\$8,170.00</u>

Note: This proposal includes all labor and material necessary to complete the job.

Payment due 30 days after receipt of invoice.

All material is guaranteed for one year as long as proper maintenance and landscape practices are being performed. All work to be completed in a workman-like manner according to standard practices. Any changes or additional work from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimates. Any verbal authorizations given by the customer will be treated the same as a written order even if authorization is not written.

Verdego employees are fully covered by workman's compensation insurance.

ACCEPTANCE OF PROPOSAL

I/WE have reviewed your proposal and hereby indicate our acceptance of the same, as per the scope, specifications and amounts mentioned in the proposal form. I/We agree to the proposed terms of payment and will release the funds as per agreed herein.

By _____
Robert Beladi
Date 4/8/2021
VerdeGo

By _____
Date _____
RiverTown

VerdeGo • PO Box 789 3335 North State Street • Bunnell, FL 32110
phone: 386-437-3122 email: rbeladi@verdego.com
www.verdego.com

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NINTH ORDER OF BUSINESS



DATE	3/23/2021
GOOD FOR	7/21/2021

Rivers Edge CDD
c/o: Zach Davidson
Field Operations Manager - Vesta
160 RiverGlade Run
Saint Johns, FL 32259
(904) 679 5523

[illegible]

Make all checks payable to:
Florida Waterways, Inc.
9820 Scott Mill Road
Jacksonville, FL 32257

If you have any questions about this quote, please contact
Jim Schwartz at jim@floridapond.com or 904.801.LAKE (5253), Ext. 1
Thank You For Your Business!

1009399

AUDIT NO.

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
P.O. BOX 6150 • TALLAHASSEE, FLORIDA 32314-6150 • PHONE (850) 487-3122

RESIDENT FRESHWATER FISH AND FROG DEALERS LICENSE
PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM OCTOBER 19, 2020 TO OCTOBER 18, 2021

SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)

FLORIDA WATERWAYS, INC.
9820 SCOTT MILL ROAD
JACKSONVILLE, FL 32257

DEALER NO.:
STORE NO.:

RFD-65510

ISSUE DATE:
FEE PAID: RESIDENT

10-10-20
\$ 40.00

LOCATION ADDRESS:

2020 TOYOTA TACOMA TAG#GMC DZL
JACKSONVILLE, FL 32257

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as listed on this license and all required records for which this license is issued must be available for inspection.



Florida Fish and Wildlife Conservation Commission

Florida - Fishing Capital of the World

July 1, 2020

IN REPLY REFER TO: TG-00040102

To Whom It May Concern:

This is to authorize:

Mr. Jim Schwartz
Florida Waterways, Inc.
9820 Scott Mill Rd
Jacksonville FL 32257

to import, transport, possess, and stock triploid grass carp for resale, in accordance with Rule 68A-23.088 of the Florida Fish and Wildlife Conservation Commission and the permit provisions listed below:

- (1) Resale of triploid grass carp may be made only to those persons who have been issued a permit by the Commission. Stocking from the above listed facility is permissible only into water areas specifically listed on individually issued Commission permits.
- (2) A monthly written report indicating names of purchasers, addresses, permit number, and number of triploid grass carp sold, or statement of no sale, must be submitted to the Division of Fisheries office in Eustis by the 15th of each month.
- (3) Triploid grass carp shall not be held in any manner that might reasonably be expected to result in liberation into the waters of the state.
- (4) All interstate and intrastate shipments, transfer and transportation of triploid grass carp must be made in compliance with the rules and regulations of the Commission and, in the case of interstate shipments, rules and regulations of those states receiving fish. Drivers of vehicles transporting triploid grass carp for interstate and intrastate purposes must have a copy of all required Commission permits authorizing such transportation, certificates indicating the fish have been certified as triploid grass carp or, in the case of interstate shipments, letters of authorization from the receiving state.

(5) Triploid grass carp will be subject to seizure by Commission representatives if permit provisions or Commission rules are violated.

(6) Each pond, tank, pool or other culture system which lies within the 100-year floodplain shall be enclosed within an earthen or concrete dike or levy raised to an elevation of one foot above the 100-year flood elevation. The 100-year floodplain is determined from U.S. Department of Housing and Urban Development maps available from National Flood Insurance Program, P.O. BOX 34604, Bethesda, Maryland 20817.

(7) Holding facility property shall be occupied by a 24-hour resident or access must be restricted to the general public by a locked gate and fence.

(8) The permittee shall allow authorized employees of the Commission to make inspections and take blood samples of any grass carp to ascertain that no diploid grass carp are present.

(9) No triploid grass carp may be sold, loaned, given away or transferred to persons in the state of Florida not properly permitted by the Commission to receive such fish.

This permit will expire June 30, 2021 unless otherwise authorized by the Executive Director.

Eric Sutton
Executive Director



BY:
Rhonda Howell
Grass Carp Permitting
Invasive Plant Management
Division of Habitat & Species Conservation



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 (River Town) 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 zdavidson@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 AA - 80 fish

Pond I – 40 fish

Pond J - 40 fish

Pond L - 20 fish

Pond Q – 20 fish

Pond R – 40 fish

Pond S – 20 fish

Pond T – 40 fish

Pond U - 20 fish

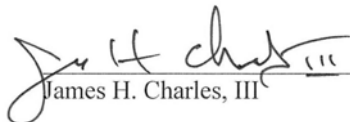
Pond V – 40 fish

Pond Z – 100 fish

TOTAL: 460 carp @ \$7.50 each = \$ 3,450.

- 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 31, 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



Special Service Agreement

Rivertown
90 Lanier Street
St. John's, FL 32259
Contact: Zach Davidson Phone: (904) 679-5523

Proposal ID	Date	Terms
123805	3/23/2021	Balance Due 30 Days After Completion Of Work

We are pleased to quote special pricing as follows

RIVERTOWN GRASS CARP FOR 11 PONDS - 460 FISH

This quote is for the Delivery, Acclimation and Stocking of 460 grass carp into 11 ponds. FWC recommends stocking at least 12-15 fish per acre.

Grass carp are fish imported from Asia for use in controlling aquatic vegetation. One of the few fish species which eat plants, grass carp may provide a lowcost, long-term, herbicide-free means of dealing with problem plants in your pond.

Quantity	Description	Taxable	Unit Price	Extended Price
1	Grass Carp for 11 Ponds - 460 fish at \$13.00/fish	Yes	\$5,980.00	\$5,980.00
			SubTotal	\$5,980.00
			Tax	\$0.00
			Grand Total	\$5,980.00

This offer is good for twenty one (21) days from date of quote.

DO NOT PAY FROM THIS AGREEMENT - INVOICE TO FOLLOW

Julie Clements

AQUAGENIX

Julie Clements

PRINT NAME

3/23/2021

DATE

CUSTOMER

PRINT NAME

DATE

TENTH ORDER OF BUSINESS

D.

RIVERTOWN

RECDD II General Manager Report

Date of report: 4/21/21

Submitted by: Jason Davidson

RiverClub update /Board action required:

1. Consideration of Ballet Dress Rehearsal at the Amphitheater.
 - a. Would like to host on May 14th from 4pm – 6pm
 - b. This would run in 4 half hour time blocks; each time block maxed at 20 participants.
This includes the coordinator, volunteers, photographer, and 1 parent for each dancer.

Usage

October	November	December	January'21	February	March	FY 21 Total
2,520	2,468	1,895	2,580	2,676	3,974	16,113

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 occurred on March 25th at 7:30pm

- With participation levels being low, this new 8-week session that would begin on April 1st on the event lawn at the River House, has been postponed. We will revisit this at another date in hopes of acquiring more interest in the program.

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 summer season date TBD.
- 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 has been postponed until further in the Summer due to the instructors availability.

Gentle Flow Yoga

- Begins Mondays on May 3rd
- 9:30 – 10:20 AM

Food Trucks

- Every Monday evening, Sal's Cucina is at the RiverHouse – Sal's is doing very well with an average revenue of \$650.00 each Monday.
- 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. One truck in March earned over \$1800.00 in revenue.

March Events:

- Food Truck Friday
- Italian Night Mondays
- Third Thursday Trivia Night – 7 teams, top 3 teams won prizes
- Easter Egg Hunt
 - 5 Time Blocks
 - 80 people per time block of different ages. Pre-registration required.
 - Easter Bunny
 - DJ
 - Over 6000 easter eggs

April Events:

- Food Truck Friday
- Italian Night Mondays

- Third Thursday Trivia Night
- RiverTown Shreds (RiverTown Cleans Up for Earth Day)
- Son of a Beach 5K
 - 20 people currently registered (as of 4/10)

ACTION ITEMS:

Potential May Events with Contact Tracing.

1. Family Fun Trivia (third Thursday of the month)
 - 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. Live Music by the Pool (5/15/21)
 - a. 80 participant max.
 - i. Would utilize sign up genius to monitor participation levels.
 - ii. Set up would take place on the lawn beside the lap pool.
3. Caribbean Night (5/29)
 - a. 80 participant max.
 - i. Would utilize sign up genius to monitor participation levels.
 - ii. Both DJ and grilling station will be set up on the lawn beside the lap pool.

RIVERTOWN

Field Operations Manager Report

Date of report: 4/21/21

Submitted by: Zach Davidson

RiverHouse:

- Replaced sump pump in slide motor pit on 4/12.
- RiverHouse family and lap pool deck has been pressure washed.
- Replaced 3 damaged basketball nets on 4/9.
- Women toilet flushing component was replaced on 4/12. Toilet is in 100% working condition.
- Interior of the slide was hand polished week 4/6.

RiverClub

- Ez Dock installed new kayak launch week of 4/5.

- Building was pressure washed week of 4/5.
- Pool deck was pressure washed week of 4/12.
- Stanton Mills concrete fixed 3 sunken paver spots on pool deck and brick sitting area.

Common Areas

- KAD installed new waterfall lights at Longleaf entrance on 4/6 and 4/7.
- Photocells were replaced for Mainstreet street lights and for the Groves entrance sign.
- New motion sensor was installed for the light on the mailbox at the Landings.
- Northlake play park pavilion, Longleaf waterfalls, longleaf/keystone main entrance and north round about entrance signs were all pressure washed week of 4/5.
- Stanton Mills concrete grinded down raised sidewalks on Kendall Crossing, RiverWalk Blvd and RiverTown Blvd totaling 21 sidewalks.



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date : March 31, 2021

Field Tech: Mike Liddell

Client: RiverTown

Pond A: Treated southern naiad and algae.



Pond B: Minor vegetation and no algae noticed.



Pond C: Applied pond dye.



Pond D: New treatment has been effective on lily pads.



Pond E: Removed trash from water.



Pond G: Removed trash from water, perimeter grasses are decaying.



Pond H: Started algae treatments, will monitor every week. This pond has had a high nutrient level for years (possible from fertilizer in area not just around pond, or waste water lift station next to pond).



Pond I: Treated perimeter vegetation.



Pond J: Vegetation is decaying, removed trash from water. Lots of pollen floating.



Pond K: Treated algae around pond. Will take several treatments.



Pond L: Applied algaecide and treated perimeter grass.



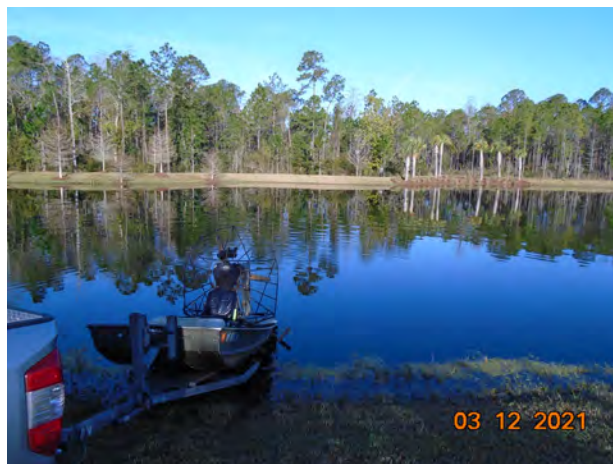
Pond M: Treated perimeter vegetation.



Pond Q: Treated algae around pond.



Pond R: Treated algae and torpedo grass.



Pond S: Algae treatment was effective, treated perimeter veg.



Pond T: Algae treatment was effective.



Pond U: Applied algae treatment, only using minimal rates (oxygen levels are low).



Pond V: Treated algae.



Pond W: (Homestead) Algae treatments were effective, perimeter grasses are decaying.

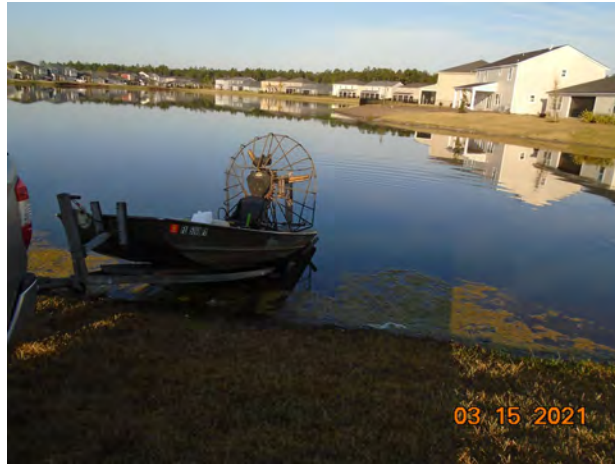


Pond X: (Homestead) Applied algae treatment, grasses are decaying.



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) Treated planktonic algae and naiad. Added pond dye.



Pond BB: (Homestead) Applied algaecide to pond.

Pond 1: (Water Song) Treated large floating mats of algae, water is shallow and will have recurring algae problems if any sediment or fertilizer is washed into the pond.

Pond 2: Treated cattails around pond.



Pond 3: Treated cattails around pond edge. Removed trash from water (construction debris).



Pond 4: Treated perimeter vegetation and algae.



Pond 5: Treated perimeter veg.



Pond 6: Treated cattails around perimeter.



Pond 7: Spot treated cattails.



Pond 8: Grasse are decaying, removed trash from water.



Pond 9: Treated perimeter for cattails and torpedo grass.

E.



Landscape Maintenance Report March

The below areas had a full-service detail, weed removal, soft edge, trim, and spray with round-up/pre-emerge.

- Groves
- Enclaves
- Orchards
- Riverwalk Blvd
- Hmestead 1,2
- Pond Banks Homestead 2
- Pond Banks Keystone Corner across from Waersong Entry
- RiverFront Park
- High Point
- Rivertown Blvd
- Retreat
- Westlake
- Preserve
- Keystone Corner
- Gardens
- Lakes 2
- Lakes 1

The below areas have had a full-service mow, edge, weed-eat, and blow.

- Longleaf Pine
- River Front Park
- Orchards
- Groves
- Enclaves
- OBT dog park

- Keystone Corner
- OBT
- Northlake Phase 1,2,3
- Mainstreet phase 1,2
- Arbors
- Landings
- Gardens
- Preserve
- Highpoint
- Welcome Center
- Adventure Park
- Lakes 2
- Lakes 1

Irrigation has been running all month. With high winds along with very low humidity we have had to run dry spots throughout the neighborhood. We also increased run time and frequencies to full summer schedule. Running 3 days for A,B programs at 15 min per zone. We have been running hot spot programs throughout the property during the day. This is to help prevent any turf loss. We also had mainline leak on Longleaf Pine that has been repaired.

The Groves pond has been mowed out and treated for weed and insect pressure. With the hogs being removed let me know when you would like to discuss repairs. We raked out most of the smaller holes on the back side of the pond. The majority of repair would be concentrated along the homeowners property lines.

TWELFTH ORDER OF BUSINESS

A.

Rivers Edge II

Community Development District

Unaudited Financial Reporting
March 31, 2021



Rivers Edge II
Community Development District
Combined Balance Sheet
March 31, 2021

	<u>Governmental Fund Types</u>			Totals
	General	Debt Service	Capital Projects	(Memorandum Only)
<u>Assets:</u>				
Cash	\$296,883	---	---	\$296,883
Due From Developer	\$85,396	---	---	\$85,396
Due from Capital Projects	\$1,138	---	---	\$1,138
Due from Vesta- Café	\$5,739	---	---	\$5,739
Prepaid Expenses	\$1,477	---	---	\$1,477
Custody Account	\$147,183	---	---	\$147,183
<u>Series 2020</u>				
Reserve	---	\$231,659	---	\$231,659
Revenue	---	\$379,838	---	\$379,838
Capital Interest	---	---	---	\$0
Acquisition & Construction	---	---	\$5,389	\$5,389
Cost of Issuance	---	---	---	\$0
Total Assets	\$537,815	\$611,497	\$5,389	\$1,154,701
<u>Liabilities:</u>				
Accounts Payable	\$44,828	---	---	\$44,828
Accrued Expenses	\$30,068	---	---	\$30,068
Due to Rivers Edge- Utilities	\$44,837	---	---	\$44,837
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	---	\$611,497	---	\$611,497
Restricted for Capital Projects	---	---	\$4,251	\$4,251
Unassigned	\$230,293	---	---	\$230,293
Total Liabilities and Fund Equity	\$537,815	\$611,497	\$5,389	\$1,154,701

Rivers Edge II
Community Development District
Statement of Revenues & Expenditures
For The Period Ending March 31, 2021

Description	ADOPTED BUDGET	PRORATED	ACTUAL THRU 3/31/21	VARIANCE
		BUDGET THRU 3/31/21		

Revenues:

Assessments- Roll	\$126,230	\$124,331	\$124,331	\$0
Assessments- Direct	\$64,070	\$62,420	\$62,420	\$0
Developer Contributions	\$1,129,450	\$589,488	\$589,488	\$0
Café Revenues	\$200,000	\$100,000	\$233,581	\$133,581
Special Events	\$7,000	\$0	\$910	\$910
Miscellaneous Income/Interest Income	\$0	\$0	\$576	\$576

Total Revenues	\$1,526,751	\$876,238	\$1,011,306	\$135,067
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Expenditures

Administrative

Engineering	\$15,000	\$7,500	\$2,028	\$5,473
Arbitrage	\$600	\$0	\$0	\$0
Dissemination Agent	\$3,500	\$1,750	\$1,750	(\$0)
Attorney	\$22,244	\$11,122	\$12,263	(\$1,141)
Annual Audit	\$5,000	\$2,500	\$0	\$2,500
Trustee Fees	\$4,000	\$2,000	\$0	\$2,000
Management Fees	\$30,000	\$15,000	\$15,000	\$0
Construction Accounting	\$3,500	\$1,750	\$0	\$1,750
Information Technology	\$1,200	\$600	\$600	\$0
Telephone	\$300	\$150	\$42	\$108
Postage	\$1,500	\$750	\$105	\$645
Printing & Binding	\$1,500	\$750	\$443	\$307
Insurance	\$5,638	\$5,638	\$5,125	\$513
Legal Advertising	\$4,000	\$2,000	\$933	\$1,067
Other Current Charges	\$750	\$375	\$1,988	(\$1,613)
Office Supplies	\$850	\$425	\$74	\$351
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website design/compliance	\$4,500	\$2,250	\$2,250	\$0

Total Administrative	\$104,257	\$54,735	\$42,775	\$11,960
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Rivers Edge II
Community Development District
Statement of Revenues & Expenditures
For The Period Ending March 31, 2021

Description	ADOPTED BUDGET	PRORATED	ACTUAL	VARIANCE
		BUDGET THRU 3/31/21	THRU 3/31/21	
Field Operations				
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	\$88,774	\$88,774	\$0
Field Operations Management (Vesta)	\$31,673	\$15,836	\$15,837	(\$0)
Security Monitoring	\$5,000	\$2,500	\$0	\$2,500
Telephone	\$10,260	\$5,130	\$4,974	\$156
Insurance	\$53,591	\$53,591	\$53,826	(\$235)
Landscape Maintenance	\$164,546	\$82,273	\$104,716	(\$22,443)
General Facility & Common Grounds Maint	\$42,000	\$21,000	\$21,000	\$0
Pool Maintenance(Vesta)	\$18,225	\$9,113	\$9,113	\$0
Pool Maintenance(Poolsure)	\$8,343	\$4,172	\$4,172	\$0
Pool Chemicals	\$0	\$0	\$0	\$0
Janitorial Services (Vesta)	\$16,133	\$8,066	\$8,066	\$0
Window Cleaning	\$3,500	\$1,750	\$0	\$1,750
Natural Gas	\$2,050	\$1,025	\$104	\$921
Electric	\$20,000	\$10,000	\$8,335	\$1,665
Sewer/Water/Irrigation	\$40,000	\$20,000	\$36,977	(\$16,977)
Repair and Replacements	\$10,000	\$10,000	\$34,799	(\$24,799)
Refuse	\$6,150	\$3,075	\$3,264	(\$189)
Pest Control	\$1,920	\$960	\$1,157	(\$197)
License/Permits	\$1,500	\$750	\$0	\$750
Other Current	\$1,000	\$1,000	\$6,007	(\$5,007)
Special Events	\$15,000	\$14,444	\$14,444	\$0
Holiday Decorations	\$11,000	\$5,500	\$0	\$5,500
Landscape Replacements	\$500	\$250	\$0	\$250
Office Supplies/Postage	\$500	\$250	\$717	(\$467)
Café Costs- labor/food/beverage/COGS	\$218,690	\$226,966	\$226,966	\$0
Total Field Operations	\$1,422,494	\$774,213	\$831,035	(\$56,822)
Total Expenditures	\$1,526,751	\$828,948	\$873,810	(\$44,862)
Excess Revenues/Expenses	\$0		\$137,496	
Fund Balance - Beginning	\$0		\$92,797	
Fund Balance - Ending	\$0		\$230,293	

Rivers Edge II
Community Development District
Debt Service Fund - Series 2020
Statement of Revenues & Expenditures
For The Period Ending March 31, 2021

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 3/31/21	ACTUAL THRU 3/31/21	VARIANCE
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Revenues:

Assessments- Roll	\$113,743	\$111,930	\$111,930	\$0
Assessments- Direct	\$349,673	\$267,866	\$267,866	\$0
Interest Income	\$1,000	\$500	\$68	(\$432)

Total Revenues	\$464,416	\$380,296	\$379,864	(\$432)
-----------------------	------------------	------------------	------------------	----------------

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	\$225,751	\$225,319	(\$432)
---------------------------------------	-----------------	------------------	------------------	----------------

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	\$225,751	\$225,233	(\$518)
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Fund Balance - Beginning	\$0		\$386,264	
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Fund Balance - Ending	\$19,915		\$611,497	
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Reserve	\$231,659
Revenue	\$379,838
Capitalized Interest	---
	<u>\$611,497</u>

Rivers Edge II
Community Development District
Capital Projects Funds
Statement of Revenues & Expenditures
For The Period Ending March 31, 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	\$4,251

Rivers Edge II
Community Development District
General Fund
Month By Month Income Statement

October	November	December	January	February	March	April	May	June	July	August	September	Total
\$0	\$10,188	\$95,217	\$13,766	\$4,200	\$960	\$0	\$0	\$0	\$0	\$0	\$0	\$124,331
\$23,593	\$7,988	\$15,605	\$15,234	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$62,420
\$76,383	\$38,275	\$52,938	\$267,944	\$94,248	\$59,699	\$0	\$0	\$0	\$0	\$0	\$0	\$589,488
\$35,071	\$33,947	\$35,749	\$40,110	\$37,893	\$50,810	\$0	\$0	\$0	\$0	\$0	\$0	\$233,581
\$0	\$0	\$0	\$0	\$0	\$910	\$0	\$0	\$0	\$0	\$0	\$0	\$910
\$0	\$450	\$0	\$0	\$126	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$576
\$135,048	\$90,849	\$199,509	\$337,054	\$136,467	\$112,379	\$0	\$0	\$0	\$0	\$0	\$0	\$1,011,306
\$1,010	\$185	\$278	\$555	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,028
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750
\$4,661	\$1,522	\$1,754	\$1,856	\$2,470	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,263
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$600
\$0	\$0	\$18	\$10	\$0	\$14	\$0	\$0	\$0	\$0	\$0	\$0	\$42
\$10	\$27	\$30	\$10	\$3	\$26	\$0	\$0	\$0	\$0	\$0	\$0	\$105
\$57	\$98	\$81	\$58	\$59	\$91	\$0	\$0	\$0	\$0	\$0	\$0	\$443
\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
\$534	\$139	\$139	\$121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$933
\$901	\$80	\$863	\$44	\$47	\$53	\$0	\$0	\$0	\$0	\$0	\$0	\$1,988
\$8	\$13	\$13	\$13	\$13	\$14	\$0	\$0	\$0	\$0	\$0	\$0	\$74
\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
\$375	\$375	\$375	\$375	\$375	\$375	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250
\$15,748	\$5,330	\$6,442	\$5,934	\$5,858	\$3,464	\$0	\$0	\$0	\$0	\$0	\$0	\$42,775

Rivers Edge II
Community Development District
General Fund
Month By Month Income Statement

October	November	December	January	February	March	April	May	June	July	August	September	Total
\$0	\$0	\$0	\$183,316	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$183,316
\$0	\$0	\$0	\$4,473	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,473
\$14,796	\$14,796	\$14,796	\$14,796	\$14,796	\$14,796	\$0	\$0	\$0	\$0	\$0	\$0	\$88,774
\$2,639	\$2,639	\$2,639	\$2,640	\$2,639	\$2,639	\$0	\$0	\$0	\$0	\$0	\$0	\$15,837
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$812	\$806	\$813	\$813	\$860	\$870	\$0	\$0	\$0	\$0	\$0	\$0	\$4,974
\$53,826	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53,826
\$17,363	\$16,234	\$19,724	\$15,035	\$15,760	\$20,600	\$0	\$0	\$0	\$0	\$0	\$0	\$104,716
\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$21,000
\$1,519	\$1,519	\$1,519	\$1,519	\$1,519	\$1,519	\$0	\$0	\$0	\$0	\$0	\$0	\$9,113
\$695	\$695	\$695	\$695	\$695	\$695	\$0	\$0	\$0	\$0	\$0	\$0	\$4,172
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$1,344	\$1,344	\$1,344	\$1,344	\$1,344	\$1,344	\$0	\$0	\$0	\$0	\$0	\$0	\$8,066
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$24	\$48	\$32	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$104
\$1,220	\$1,220	\$1,242	\$1,689	\$1,610	\$1,354	\$0	\$0	\$0	\$0	\$0	\$0	\$8,335
\$8,764	\$5,321	\$7,242	\$4,133	\$5,265	\$6,253	\$0	\$0	\$0	\$0	\$0	\$0	\$36,977
\$7,572	\$1,250	\$6,108	\$9,476	\$3,835	\$6,558	\$0	\$0	\$0	\$0	\$0	\$0	\$34,799
\$649	\$1,295	\$0	\$653	\$0	\$667	\$0	\$0	\$0	\$0	\$0	\$0	\$3,264
\$190	\$95	\$95	\$450	\$327	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,157
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$683	\$683	\$983	\$682	\$683	\$2,295	\$0	\$0	\$0	\$0	\$0	\$0	\$6,007
\$19	\$8,999	\$3,985	\$441	\$250	\$750	\$0	\$0	\$0	\$0	\$0	\$0	\$14,444
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$70	\$0	\$130	\$99	\$418	\$0	\$0	\$0	\$0	\$0	\$0	\$717
\$31,866	\$35,468	\$36,445	\$42,191	\$33,182	\$47,813	\$0	\$0	\$0	\$0	\$0	\$0	\$226,966
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$147,481	\$95,981	\$101,162	\$287,976	\$86,363	\$112,072	\$0	\$0	\$0	\$0	\$0	\$0	\$831,035
\$163,229	\$101,311	\$107,604	\$293,910	\$92,221	\$115,536	\$0	\$0	\$0	\$0	\$0	\$0	\$873,810
(\$28,182)	(\$10,462)	\$91,905	\$43,145	\$44,247	(\$3,157)	\$0	\$0	\$0	\$0	\$0	\$0	\$137,496

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
29	4/14/21			\$59,699.44	\$59,699.44
Due from Developer			\$22,935.84	\$589,487.85	\$85,395.60

* Mattamy Advance \$148,707.00
Less: FR 27 **(\$80,154.68)**
Less: FR 28 **(\$68,552.32)**
Balance Due to Dev \$0.00

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:	\$231,659
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
111,930.99	124,331.83	236,262.82	3,611.18
379,796.57	186,751.50	566,548.07	87,069.20

DIRECT BILL PERCENT COLLECTED	76.60%	97.42%	79.83%
TAX ROLL PERCENT COLLECTED	46.66%	98.49%	98.49%
TOTAL PERCENT COLLECTED	81.97%	98.13%	86.68%

(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
8	3/11/2021	1,823.93	864.10	959.83
INTEREST	4/8/2021	1.97	0.93	1.04
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
TOTAL TAX ROLL RECEIPTS		236,262.82	111,930.99	124,331.83

B.

Rivers Edge II

Community Development District

Check Run Summary

March 31, 2021

Fund	Date	Check No.	Amount
General Fund	3/30/21	626-645	\$ 64,136.39
Total			\$ 64,136.39

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
3/30/21	00112	2/14/20 3371	202010 320-57200-60000	VERTICAL RACK POWER STRIP	*	3,003.34	
				ATLANTIC HOME TECHNOLOGIES INC			3,003.34 000626
3/30/21	00030	3/01/21 41076	202103 320-57200-46800	MAR LAKE MAINTENANCE	*	682.50	
				CHARLES AQUATICS, INC.			682.50 000627
3/30/21	00102	2/17/21 50520383	202102 320-57200-60000	FIRST AID SUPPLIES	*	264.82	
				CINTAS			264.82 000628
3/30/21	00002	3/01/21 36	202103 310-51300-34000	MAR MANAGEMENT FEES	*	2,500.00	
		3/01/21 36	202103 310-51300-35100	MAR WEBSITE ADMIN	*	375.00	
		3/01/21 36	202103 310-51300-35100	MAR INFORMATION TECH	*	100.00	
		3/01/21 36	202103 310-51300-32400	MAR DISSEMINATION SERVICE	*	291.67	
		3/01/21 36	202103 310-51300-51000	OFFICE SUPPLIES	*	14.00	
		3/01/21 36	202103 310-51300-42000	POSTAGE	*	25.70	
		3/01/21 36	202103 310-51300-42500	COPIES	*	90.60	
		3/01/21 36	202103 310-51300-41000	TELEPHONE	*	14.10	
				GOVERNMENTAL MANAGEMENT SERVICES			3,411.07 000629
3/30/21	00004	2/18/21 120400	202101 310-51300-31500	JAN GENERAL COUNSEL	*	1,856.27	
				HOPPING GREEN & SAMS			1,856.27 000630
3/30/21	00046	2/13/21 4414	202102 320-57200-60000	REPLACE 13 DOCK LIGHTS	*	1,255.00	
				KAD ELECTRIC COMPANY			1,255.00 000631
3/30/21	00053	2/24/21 1003	202103 320-57200-49400	DJ ROSS TRIVIA 3/18/21	*	250.00	
				LIVE ENTERTAINMENT SOLUTIONS			250.00 000632
3/30/21	00053	3/01/21 1005	202103 320-57200-49400	DJ EVENT 3/27/21	*	500.00	
				LIVE ENTERTAINMENT SOLUTIONS			500.00 000633

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
3/30/21	00047	2/08/21 02082021	202102 320-57200-43500	TERMITE RENEWAL KAYAK BLD	*	227.00	
				NADAR'S PEST RAIDERS			227.00 000634
3/30/21	00006	3/01/21 13129559	202103 320-57200-46200	MAR POOL CHEMICALS	*	695.25	
				POOLSURE			695.25 000635
3/30/21	00008	2/17/21 45369	202101 310-51300-31100	JAN PROFESSIONAL SERVICES	*	555.00	
				PROSSER			555.00 000636
3/30/21	00008	1/18/21 45197	202012 310-51300-31100	DEC PROFESSIONAL SERVICES	*	277.50	
				PROSSER			277.50 000637
3/30/21	00113	3/05/21 INV28158	202103 320-57200-46100	MULCH/MYRTLES/TREE REMOVL	*	5,565.00	
				RANDY SUGGS INC			5,565.00 000638
3/30/21	00071	2/16/21 11496	202102 320-57200-60000	REPAIR 2 GATES AT RC	*	250.00	
				STERLING SPECIALTIES, INC			250.00 000639
3/30/21	00011	1/11/21 7205536	202101 320-57200-43500	JAN PEST CONTROL	*	99.75	
				TURNER PEST CONTROL			99.75 000640
3/30/21	00011	2/22/21 7266342	202102 320-57200-43500	FEB PEST CONTROL	*	99.75	
				TURNER PEST CONTROL			99.75 000641
3/30/21	00051	12/31/20 4468	202012 320-57200-46100	REVAMP POOL DECK AREA	*	4,689.27	
				VERDEGO LLC			4,689.27 000642
3/30/21	00051	3/01/21 0303B	202103 320-57200-46100	MAR LANDSCAPE MAINTENANCE	*	15,034.83	
				VERDEGO LLC			15,034.83 000643
3/30/21	00010	1/31/21 379853	202101 320-57200-51000	PAPER/LAMINATING SHEETS	*	55.71	
		1/31/21 379853	202101 320-57200-49400	GIFT CARDS FOR TRIVIA	*	165.85	
		1/31/21 379853	202101 320-57200-51000	OFFICE SUPPLUES	*	38.99	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
		1/31/21	379853 202101 320-57200-49400 JANITORIAL SUPPLIES		*	25.50	
		1/31/21	379853 202101 320-57200-51000 E-BLAST		*	35.00	
		1/31/21	379853 202101 320-57200-60000 CROWN SENSOR FOR FAUCET		*	238.58	
		1/31/21	379853 202101 320-57200-60000 SPIDERWEBER/POLE/LOCK		*	158.37	
		1/31/21	379853 202101 320-57200-60000 SHIPPING FOR FIRE PIT		*	54.83	
		1/31/21	379853 202101 320-57200-60000 POOL REGANTS		*	35.43	
		1/31/21	379853 202101 320-57200-60000 DOOR STOP/DRILL BIT		*	13.87	
		1/31/21	379853 202101 320-57200-60000 PRESSURE WASHER		*	799.78	
VESTA PROPERTY SERVICES, INC							1,621.91 000644
3/30/21	00010	3/01/21	380493 202103 320-57200-34300 MAR FIELD OPS MANAGER		*	2,639.38	
		3/01/21	380493 202103 320-57200-34000 MAR GEN/LIFESTYLE MANAGER		*	5,428.96	
		3/01/21	380493 202103 320-57200-34100 MAR HOSPITALITY SERVICES		*	9,366.67	
		3/01/21	380493 202103 320-57200-34200 MAR MAINTENANCE STAFF		*	3,500.00	
		3/01/21	380493 202103 320-57200-46200 MAR POOL MAINTENANCE		*	1,518.75	
		3/01/21	380493 202103 320-57200-51200 MAR JANITORIAL MAINT		*	1,344.37	
VESTA PROPERTY SERVICES, INC							23,798.13 000645
TOTAL FOR BANK A						64,136.39	
TOTAL FOR REGISTER						64,136.39	



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>RECEIVED MAR 05 2021 By _____</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

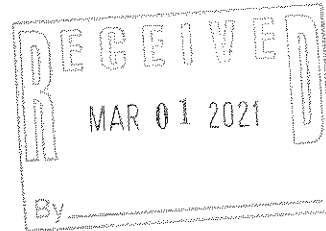
904-997-0044

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 (RECODD2) </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

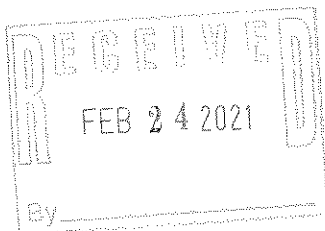
INVOICE

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: _____

1-32-572-60
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

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 36**Invoice Date:** 3/1/21**Due Date:** 3/1/21**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 - March 2021 1-31-513-34		2,500.00	2,500.00
Website Administration - March 2021 1-31-513-351		375.00	375.00
Information Technology - March 2021 1-31-513-351		100.00	100.00
Dissemination Agent Services - March 2021 1-31-513-324		291.67	291.67
Office Supplies 1-31-513-51		14.00	14.00
Postage 1-31-513-42		25.70	25.70
Copies 1-31-513-425		90.60	90.60
Telephone 1-31-513-41		14.10	14.10
2			
Total			\$3,411.07
Payments/Credits			\$0.00
Balance Due			\$3,411.07

Hopping Green & Sams

Attorneys and Counselors

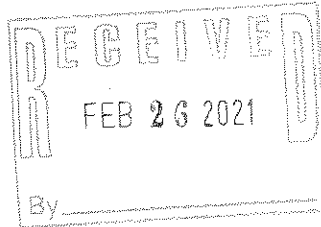
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== 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
--------------------------------------	-------------------

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.



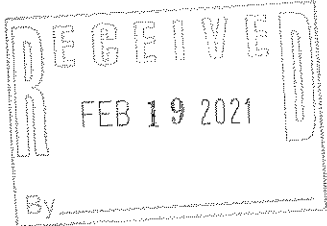
ELECTRIC COMPANY
EC0001925

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
			Balance Due	\$1,255.00
Phone #	Fax #	E-mail		
904-541-1000	904-215-3475	LDEASE@AOL.COM		



INVOICE

11925 Alden Trace Blvd N
Jacksonville FL 32246

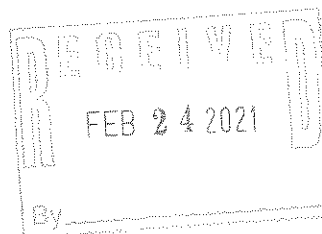
Attention: Rivers Edge CDD II
Address: 475 West Town Place Suite 114, St. Augustine FL 32092

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

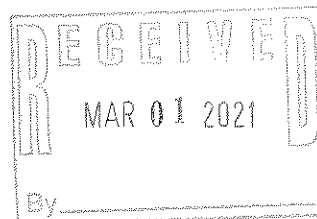
Attention: Rivers Edge CDD II
Address: 475 West Town Place Suite 114, St. Augustine FL 32092

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





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: 02/08/21

Expiration Date: 04/2021

*** 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 Kayak Bldg & Stage Pavillion, Saint Johns, FL 32259

Termite Renewal Notice Total: \$227.00

Please Keep the Top Portion For Your Records

Return Bottom Portion with Payment

GA2234RF



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
58

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: 02/08/21
Account Number: 1051000

Total: \$227.00



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	Ship To
Rivers Edge CDD Government Management Services 475 West Town Place suite 114 St. Augustine FL 32092	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

PROSSER

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.

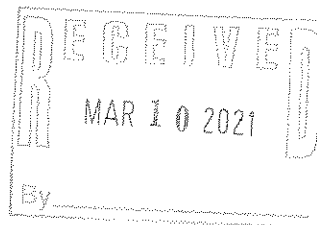
Professional Personnel

	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

1.31.513.311
8



PROSSER

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.

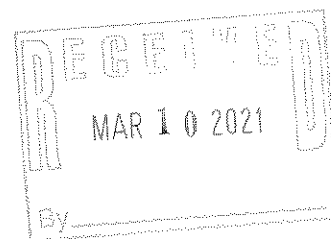
Professional Personnel

	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

1-31-513-311





Randy Suggs, Inc.

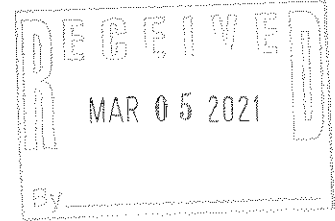
P.O. Box 1141
Apopka FL 32704
407-886-8835

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	6	Remove & Replace 6 sabal palms	450.00	2,700.00
Subtotal				2,700.00
			Total	\$5,565.00

Tree & Bushes Replacement

(RE CDD2)

1.32.572.461

113

Sterling Specialties, Inc

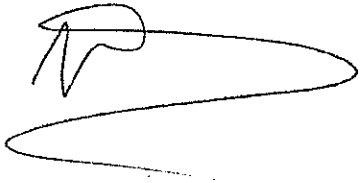
7000 US Highway 1 North, Ste 601
St. Augustine, FL 32095
Phone: 904-829-5006
Fax: 904-829-5008

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	250.00
<p>R+R Gate Repair (RECDD2)</p> <p></p> <p>RECEIVED FEB 26 2021 By _____</p>	

E-mail
sheha@sterlingspecialtiesinc.com

Total	\$250.00
Payments/Credits	\$0.00
Total Balance Due	\$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: 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

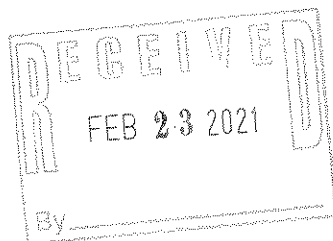
CPCM

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
---------	-------------	-------

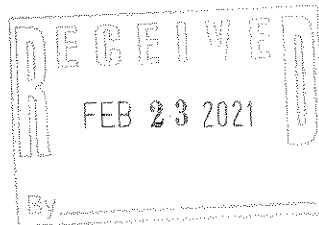
CPCM

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 #: 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

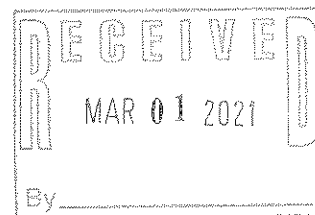
Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$4,689.27

*Landscape
(RECD 2)*



1.32.512.461
51



Invoice

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

1.32.572.461
51



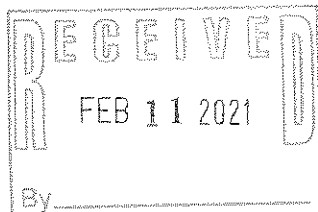
Invoice

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, returns and returns information | Return policy | Return policy | Return policy | Return policy | Return policy | Return policy | Return policy

Order Number: 7323435835

Status: Submitted

Placed on: January 27, 2021

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	\$22.72
	\$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 5D00/CT	\$32.99
	\$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 Big 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 addressJordanna 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:\$25.50To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2021, Amazon.com, Inc. or its affiliates

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.



001 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: 8070E18B38D143B9
AFC: 00

Receipt ID 83133938238324888775 001 Items
CSH: ETHAN Tran: 0127 Reg: 001

PCST A GOOGLEREVIEW FOR THE UPSSTORE 6113
WE APPRECIATE YOUR BUSINESS

Whatever your business and personal
needs, we are here to serve you.

We're here to help.
Join our FREE email program to receive
great offers and resources.

www.theupsstore.com/signup



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 #: 752082
Account #: 9044405668
Date: 1/13/2021 Time: 10:43:31 AM
Cashier: Tanna Bufield Register #: 7

BILL TO: JASON DAWSON

Ref#: [00552678K06/W200AYF/R0E134]

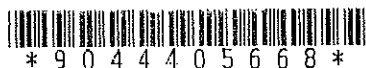
Item	Description	Amount
09921073	TAYLOR HGT. #2 DPO 2.02	\$12.99
09922006	TAYLOR HGT. #1 DPO 2.02	\$12.99
09921107	TAYLOR HGT. #3 DPO 1.75	\$7.29

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: EFAF62CAA99196A4
ENTRY: Chip
APPROVAL: 808922

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"

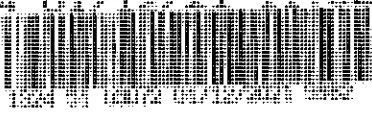
SUBTOTAL 12.95
TAX + PIF 0.92
TOTAL \$13.87

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

User 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 FUTURE SALES

8911 8911 BLVD

JACKSONVILLE, FL 32216

01/27/2021

11:32:17

CREDIT CARD

ALL SALES

Card # XXXXXXXX152
Chip Card: AMERICAN EXPRESS
/CID: 10000002501001
SEQ #: 10
Batch #: 102
INVOICE: 1
Approval Code: 87557
Entry Method: Chip Read
Mode: Isarier

SALE AMOUNT \$1656.20

CUSTOMER COPY

UNDER PRESSURE SALES, INC.

8211 E EACH 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
---------	--------------	-------	--------------	----------	----------------------------

[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



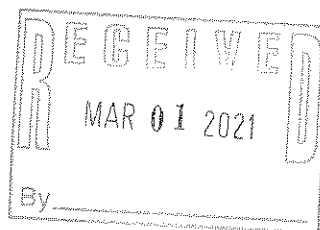
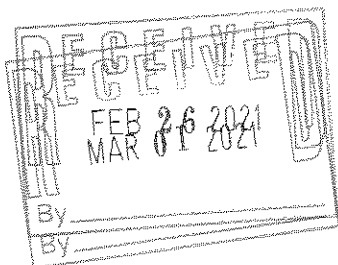
Invoice

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

C.

Rivers Edge II Community Development District

FY2021 Funding Request #29
12-Apr-21

Vendor	Amount
1 APK Austin LLC	
Replace 24/7 Timer Inv #21-2810 3/18/21	\$ 364.31
2 Atlantic Home Technologies	
TV Repair Inv #10785 3/16/21	\$ 175.00
3 B & S Signs Inc	
New Backlit Bar Inv #28016 4/7/21	\$ 1,680.00
4 Charles Aquatics, Inc	
Carp Stocking at Watersong Inv #41169 3/25/21	\$ 1,612.50
April Lake Maintenance Inv #41326 4/1/21	\$ 682.50
Treated River Club on 4/7 Inv #41398 4/7/21	\$ 300.00
5 Cintas	
First Aid Supplies Inv #5055259565 3/15/21	\$ 128.21
6 EZ DOCK	
Kayak Launch Repair (\$7130 Already Funded) Inv #2746 3/30/21	\$ 1,250.00
7 Governmental Management Services	
April Invoice Inv #37 4/1/21	\$ 3,369.25
8 Hopping Green & Sams	
February General Counsel Inv #120920 3/19/21	\$ 2,469.50
9 Imperial Dade	
Janitorial Supplies Inv #8254812 1/11/21	\$ 448.68
10 Live Entertainment Solutions	
DJ Ross Trivia 4/15/21 Inv #1005	\$ 250.00
11 Poolsure	
April Pool Chemicals Inv #131295598359 4/1/21	\$ 695.25
12 Republic Services	
April Refuse Inv #687-1126893 3/16/21	\$ 890.95
13 Turner Pest Control	
March Pest Control Inv #733811 3/31/21	\$ 99.75
14 Verdego	
April Landscape Maintenance Inv #5136B 4/1/21	\$ 17,843.92
Replace Windmill Palm Inv #4873 2/28/21	\$ 725.00
15 Vesta	
February Pass Thru Inv #381374 2/28/21	\$ 1,840.74
April RiverClub Invoice Inv #382074 4/1/21	\$ 23,798.13
16 Wally's Heating and Air Conditioning	
Heating Repair 3/9/21	\$ 1,075.75
Total Amount Due	\$ 59,699.44

Signature: _____
Chairman/Vice Chairman

Signature: _____
Secretary/Asst. Secretary

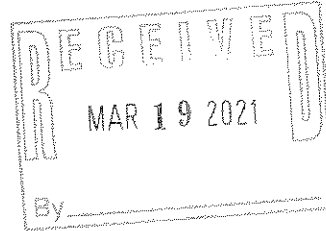
APK AUSTIN, LLC

5363 AIR PARK LOOP W
GREEN COVE SPRINGS, FL 32043
904.334.2769

Invoice

Date	Invoice #
3/18/2021	21-2810

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	MIS-TM619-3 24VDC 7 Day Timer	97.31	97.31T
3	Service and Installation Labor (2 Hour Minimum)	89.00	267.00
	This invoice is for the replacement of the 24/7 timer that failed. The total time is for two trips so we could get the timer. 3/3/2021 and 3/4/2021. System tested ok No Sales Tax (Recurring)	0.00%	0.00
<p>(RECD02)</p> <p>R+R 1-32-572-60 65</p> <p><i>[Signature]</i></p>			
Total			\$364.31

B & S SIGNS, INC.

2764 SOUTH COLLINS AVENUE
ST. AUGUSTINE, FL 32084
904-824-3323


Invoice

Date	Invoice #
4/7/2021	28016

Bill To
RIVERS EDGE CDD 2 475 WEST TOWN PLACE SIOTE 114 ST. AUGUSTINE, FL 31092

Ship To
RIVERS EDGE CDD2

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/7/2021			

Quantity	Item Code	Description	Price Each	Amount
1	CUSTOM ELEC.	REMOVE/MANUFACTURE/INSTALL NEW BACKLIT BAR <i>RJR</i> <i>(RE CDD2)</i> 	1,680.00	1,680.00
			Payments/Credits	\$0.00

			Balance Due	\$1,680.00
--	--	--	--------------------	------------



Atlantic Home Technologies
11482 Columbia Park Drive W Suite #2
Jacksonville, FL 32258
Phone: (904) 224-1112

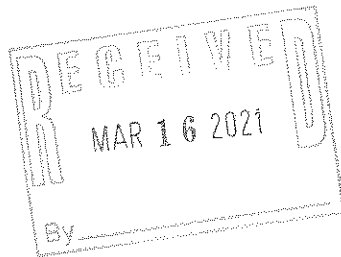
Invoice

Date: 3/16/2021
Invoice Ref: 10785
Rep: Roger Bolman
Terms:

Bill To: Mattamy Rivertown Clubhouse
Rivers Edge CDD II
475 West Town Place Suite 114
St. Augustine, FL 32092
St. Augustine FL 32092

Ship To: Mattamy Rivertown Clubhouse

Item	Description	Quantity	Unit Price	Amount
Service - Standard Rate	WO: SH-15890 Scott Hollis 3/1/2021 3:16:53 PM-3/1/2021 3:59:28 PM	.75	\$120.00	\$90.00
SVC-Trip	Trip Charge	1	\$85.00	\$85.00
	Per Jason Davidson's Email We have a TV, Patio TV #2, that is not coming on. Can you please have someone come out and take a look at it. Thank you so much and have a wonderful afternoon			



1-32-572-66
112

Parts Total:	\$85.00
Labor Total:	\$90.00
Subtotal:	\$175.00
Sales Tax 6.5%:	\$0.00
Total:	\$175.00
Payments:	
Balance Due:	\$175.00

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256

904-997-0044

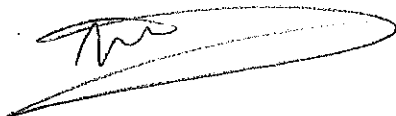
Invoice

Date	Invoice #
3/25/2021	41169

Bill To
Rivers Edge CDD II 475 West Town Place, Suite 114 St Augustine, FL 32092

Due Date
4/24/2021



Qty	Description	Rate	Amount
215	Watersong P1: 10, P2: 15, P3: 20, P4: 20, P5: 20, P6: 40, P7: 40, P8: 30, P9: 20 <i>Carp Stocking at watersong RECD II</i>  <i>1-32-572-468 30</i>	7.50	1,612.50
Thank you so much for your business!		Balance Due	\$1,612.50

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

Invoice

Date	Invoice #
4/1/2021	41326

Bill To
Rivers Edge CDD II 475 West Town Place, Suite 114 St Augustine, FL 32092

Due Date
5/1/2021



Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services - 6 ponds at Water Song and 3 Ponds on Keystone Corners Blvd <i>April Maint (RECDD2) [Signature]</i> <i>1-32-572-468 30</i>	682.50	682.50
Thank you for doing business with us!		Balance Due	\$682.50

Charles Aquatics, Inc.

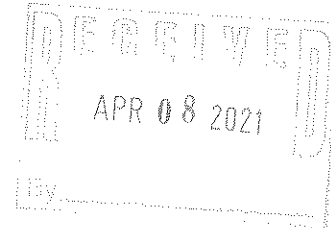
6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

Invoice

Date	Invoice #
4/7/2021	41398

Due Date
5/7/2021

Bill To
Rivers Edge CDD II 475 West Town Place, Suite 114 St Augustine, FL 32092



Qty	Description	Rate	Amount
1	Aquatic Management Services - treated The River Club on 4/7/21	300.00	300.00
<div><i>Dry Pond Treatment</i> <i>(RECD2)</i> <i>[Signature]</i></div> <div><i>1.32.572.468</i> <i>36</i></div>			
Thank you so much for your business!		Balance Due	\$300.00



READY FOR THE WORKDAY

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

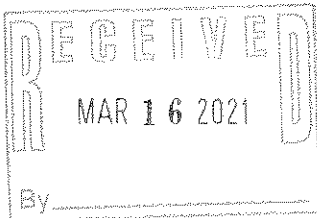
INVOICE

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 # : 5055259565
DATE : 03/15/2021
PO # : N/A
STORE # :
CUSTOMER # : 12663109
PAYER # : 10596960
SVC ORDER # : 8026783949
CREDIT TERMS : NET 30 DAYS

MATERIAL #	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE	TAX
9585183	FRONT OFFICE FA 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
33129	QUIKHEAL F/P BANDAGES MED	1	\$12.99	\$12.99	N
43239	KNUCKLE BANDAGE SMALL	1	\$7.86	\$7.86	N
43658	WATERPROOF CLEAR STRIPS	1	\$11.13	\$11.13	N
44249	ELASTIC STRIP SMALL	1	\$7.25	\$7.25	N
50430	ALCOHOL SWABS SMALL	1	\$6.07	\$6.07	N
55556	DISINFECTANT WIPE	1	\$8.50	\$8.50	N
70819	GAUZE PADS 3"X3" SMALL	1	\$4.82	\$4.82	N
111929	IBUPROFEN TABS SMALL	1	\$12.34	\$12.34	N
617989	Lysol Wipes 80 CT	2	\$6.50	\$13.00	N
	COMPONENT SUBTOTAL :			\$83.96	
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
P.O. Box 631025
CINCINNATI, OH 45263-1025

SUB-TOTAL : \$128.21
TAX : \$0.00
TOTAL : \$128.21

SIGNATURE :

DATE: 03/15/2021

NAME : Brian Behnken

Thank you for your business. It's been our pleasure to serve you and get you Ready for the Workday®.

First Aid Supplies RECORDED

1-32-572-60
102

EZ Docks Florida Inc.

1137 48th St
West Palm Beach, FL 33407**EZDOCK**[®]**Invoice**

Date	Invoice #
3/30/2021	2746

Bill To
RECDDII 475 West Town Place St. Augustine, FL 32092 904-679-5523

Ship To
Mattamy Homes- Rivertown River Club RECDDII St. Johns, FL 32259

APR 05 2021

P.O. No.	Terms	Rep
	50% Deposit 50% POD	DG

Item	Quantity	Description	Rate	Amount
500900L	1	EZ LAUNCH SINGLE ENTRY RAILING LEFT 2275.00 each	1,820.00	1,820.00T
500901L	1	KAYAK LAUNCH RAILING SET 2275.00 each	1,820.00	1,820.00T
FF206030PW-EZ	1	EZ PORT MAX ENTRY FOAM FILLED**WARRANTY REPLACEMENT		0.00T
FF206031PW-EZ	1	EZ PORT MAX EXTENSION FOAM FILLED***WARRANTY REPLACEMENT		0.00T
SHIPPING 100757SS	1	FREIGHT ONLY ON PORTS	700.00	700.00T
	2	EZ LAUNCH ADJUSTABLE ADAPTER KIT DOCK TO EZ LAUNCH SS 535 each	428.00	856.00T
301208	2	EZ PORT COUPLER SET 2 PAIR, PORT TO PORT 115 each	92.00	184.00T
MISC SERVICE	1	SIGN BOARD LADDER FRAME Delivery	1,250.00 1,750.00	1,250.00T 1,750.00T

Kayak launch
Repair
(RECDD2)

1-32-572-60
107

Please note, CUSTOMER IS RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL PERMITS. Payment policy: \$5,000.00 maximum on credit card transactions remaining balance must be paid by cash, check or wire transfer.

For billing and payment inquiries, please contact Jennifer at (561) 757-1711

Please mail payments to: ****NEW ADDRESS****
550 State Route 36
Belford, NJ 07718

Subtotal	\$8,380.00
Sales Tax (0.0%)	\$0.00
Total	\$8,380.00
Payments/Credits	-\$3,565.00
Balance Due	\$4,815.00

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 37

Invoice Date: 4/1/21

Due Date: 4/1/21

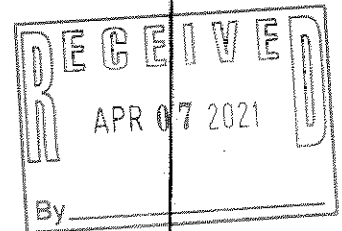
Case:

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 - April 2021 1-31-513-34		2,500.00	2,500.00
Website Administration - April 2021 1-31-513-351		375.00	375.00
Information Technology - April 2021 1-31-513-351		100.00	100.00
Dissemination Agent Services - April 2021 1-31-513-324		291.67	291.67
Office Supplies 1-31-513-51		0.24	0.24
Postage 1-31-513-42		3.12	3.12
Copies 1-31-513-425		92.10	92.10
Telephone 1-31-513-41		7.12	7.12
2			

**Total** \$3,369.25**Payments/Credits** \$0.00**Balance Due** \$3,369.25

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

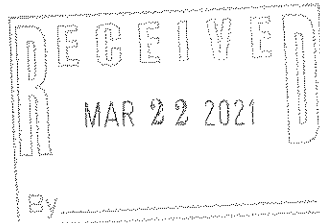
STATEMENT

March 19, 2021

Rivers Edge II CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 120920
Billed through 02/28/2021

General Counsel
RE2CDD 00001 JLK



1-31-513-315
4

FOR PROFESSIONAL SERVICES RENDERED

02/04/21	JLK	Conference call with District staff regarding interlocal invoicing and funding mechanisms and informal auditing of same; confer regarding trails and improvement categories and on-boarding system of same; confer with engineer regarding same; confer regarding Verdego work authorizations and landscape contract.	0.50 hrs
02/06/21	LMG	Review January minutes and February draft agenda.	0.30 hrs
02/10/21	JLK	Conference call with District manager and District engineer regarding interlocal agreement, billing cycles, pre-approval process with District 1, bidding requirements, landscaping estimates and RFP process for same; review estimates from Verdego for various onboarding areas; review work order/authorization forms and systems for same; confer regarding trails and future projects.	0.70 hrs
02/10/21	LMG	Analyze requirements of interlocal agreement and cost-share for landscape maintenance; attend conference call with staff regarding same.	0.70 hrs
02/15/21	JLK	Conference call regarding interlocal processes; review agenda package and prepare for meeting.	0.50 hrs
02/15/21	LMG	Attend conference call with Torres, Stilwell, and O'Keefe regarding landscaping cost-share procedures; call with Torres regarding interlocal budget planning.	0.30 hrs
02/16/21	JLK	Review agenda package and confer with staff on landscape billing options/interlocal agreement.	0.50 hrs
02/16/21	LMG	Advise staff on cost-share procedures; confer with Perry regarding Longleaf Pine landscaping enhancements.	0.40 hrs
02/17/21	JLK	Confer regarding landscape questions and processes and transmit information on same.	0.30 hrs
02/17/21	LMG	Prepare for, travel to and attend board meeting; return travel; follow up from same.	2.60 hrs
02/18/21	LMG	Review and revise Keystone Corners acquisition documents and prepare for signatures.	1.20 hrs

02/19/21	JLK	Confer regarding engineers report scope, acquisition documentation and related documents; confer regarding amenity management options.	0.50 hrs
02/19/21	LMG	Analyze back-up documentation for Keystone Corners acquisition; format contractor acknowledgment and releases; confer with developer regarding same.	1.10 hrs
02/26/21	JLK	Review proposed legislation; monitor committee activity and agendas; monitor Amendment 12 implementation.	0.10 hrs
Total fees for this matter			\$2,469.50

MATTER SUMMARY

Kilinski, Jennifer L.	3.10 hrs	275 /hr	\$852.50
Gentry, Lauren M.	6.60 hrs	245 /hr	\$1,617.00
TOTAL FEES			\$2,469.50
TOTAL CHARGES FOR THIS MATTER			\$2,469.50

BILLING SUMMARY

Kilinski, Jennifer L.	3.10 hrs	275 /hr	\$852.50
Gentry, Lauren M.	6.60 hrs	245 /hr	\$1,617.00
TOTAL FEES			\$2,469.50
TOTAL CHARGES FOR THIS BILL			\$2,469.50

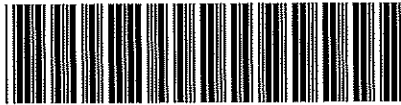
Please include the bill number with your payment.



TEL: 201-437-7440
TOLL FREE: 877-477-7IBP
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	

REMIT TO: Imperial Bag & Paper Co. LLC
PO BOX 27305
New York, NY 10087-7305

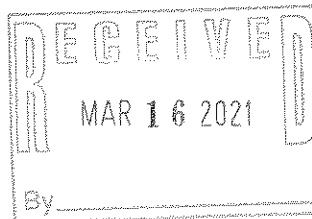
SHIP TO

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	TAX
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	
.00	.00	CS	500TT TOILET TISSUE 2PLY 500	96	43.62	.00	



1-32-572-60
103

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 11.0000 WEIGHT 132.2400 CUBE 12.1093

SUBTOTAL 448.68

TAX

**** SUBTOTAL 448.68

BALANCE DUE 448.68



INVOICE

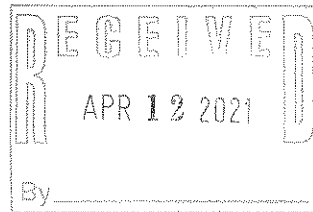
11925 Alden Trace Blvd N
Jacksonville FL 32246

Attention: Rivers Edge CDD II
Address: 475 West Town Place Suite 114, St. Augustine FL 32092

Event Date: April 15th, 2021
Invoice Number: 1005

Description	Length	Time	Price
• DJ Ross Trivia	2 Hours	7pm - 9pm	\$ 250.00

\$ 250.00



1-32-572-494
53



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date

4/1/2021

Invoice #

131295598359

Terms	Net 20
Due Date	4/21/2021
PO #	

Bill To	Ship To
Rivers Edge CDD Government Management Services 475 West Town Place suite 114 St. Augustine FL 32092	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 3 8 2021 BY: _____</div>				

1-32-572-462
6

Total	695.25
Amount Due	\$695.25

Remittance Slip

Customer
13RIV030
Invoice #
131295598359

Amount Due \$695.25

Amount Paid _____

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372





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 0687-001126893
Invoice Date March 16, 2021
Previous Balance \$666.97
Payments/Adjustments -\$666.97
Current Invoice Charges \$890.95

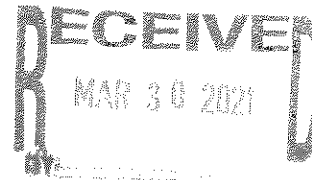
Total Amount Due \$890.95	Payment Due Date April 05, 2021
--	--

PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 03/01	5555555	-\$666.97

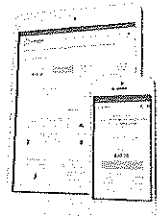
CURRENT INVOICE CHARGES

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				
Waste/Recycling Overage 03/09		1.0000	\$88.66	\$88.66
Waste/Recycling Overage 03/16	Driver	1.0000	\$88.66	\$88.66
Receipt Number 93742				
Pickup Service 04/01-04/30			\$441.91	\$441.91
Container Refresh 04/01-04/30		1.0000	\$9.00	\$9.00
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee				\$214.73
Total Franchise - Local				\$42.04
CURRENT INVOICE CHARGES				\$890.95



Simple account access at your fingertips.

Download the Republic Services app or visit RepublicServices.com today.



445 Republic Dr
St Augustine FL 32095-860404

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested



00012061
M103

RIVERS EDGE CDD
RIVERTOWN CLUB HOUSE D. POWERS
475 W TOWN PL
STE 114
ST AUGUSTINE FL 32092-3648

Total Amount Due	\$890.95
Payment Due Date	April 05, 2021
Account Number	3-0687-0002898
Invoice Number	0687-001126893



For Billing Address Changes,
Check Box and Complete Reverse.

Make Checks Payable To:



REPUBLIC SERVICES #687
PO BOX 9001099
LOUISVILLE KY 40290-1099

30687000289800000011268930000890950000890957



Main: 9400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256
904-366-5300 • Fax: 904-353-1499 • Toll Free: 800-225-5305
www.turnerpest.com

Service Slip/Invoice

INVOICE: 7338111
DATE: 3/31/2021
ORDER: 7338111

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
3/30/2021	01:41 PM	ANTS, FIRE ANT, MICE,		01:41 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	3/30/2021		02:13 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

RECEIVED
APR 05 2021
BY: _____

1-32-572-485
11

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 #: 5136B

Date: 04/01/2021

Customer PO:

DUE DATE: 05/01/2021

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 April 2021

AMOUNT

\$17,843.92

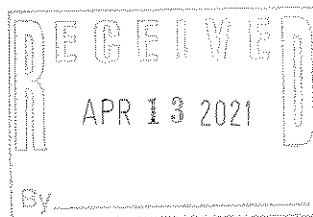
Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$17,843.92

1-32-572-461
51





Invoice

Invoice #: 4873

Date: 02/28/21

Customer PO:

DUE DATE: 03/30/2021

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

#4161 - Replacement Windmill Palm
This is to replace one windmill palm on RiverClub pool deck.
Landscape Enhancement

AMOUNT

\$725.00

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

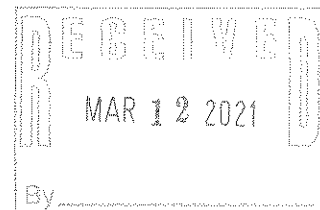
\$725.00

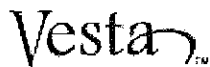
RECDD2

Tree replacment

Zack Davidson

1-32-572-461
51





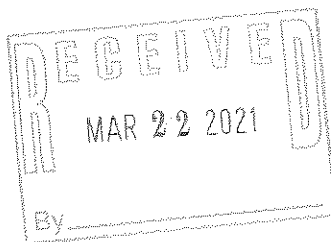
Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 381374
Date 2/28/2021
Terms Net 30
Due Date 3/30/2021
Memo pass thru Feb 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
Billable Expenses			
BUDZINSKI - Staples; Office Supplies (RECDD II) OS			196.80
J.DAVIDSON - Constant Contact - Eblast Systme (50% RECDD I; 50% RECDD II) OS			35.00
E.BUDZINSKI - Staples - Office Supplies (50%RECDD I; 50% RECDD II) OS			83.99
Z.DAVIDSON - Pinch A Penny - pool testing chemicals (RECDD2) RR			27.67
Z.DAVIDSON - Ace - replacment hardware for Kayak launch (RECDD2) RR			14.51
J.DAVIDSON - Constant Contact - Eblast Systme (50% RECDD I; 50% RECDD II) OS			35.00
J.DAVIDSON - Outdoor Plus - Fire Pit Valve (RECDD II) RR			1,146.88
J.DAVIDSON - Amazon - Janitorial Supplies (RECDD II) RR			23.47
E.OLSEN - Amazon - Digital Thermometers for Health Code (CDD2 Café) RR			99.17
E.OLSEN - Amazon - Kitchen Supplies(CDD2 Café) cafe			86.04
E.OLSEN - Amazon - (CDD2 RiverClub) OS			66.86
E.OLSEN - Winn-Dixie - Frying Pans(CDD2 Café) cafe			25.35
Total Billable Expenses			1,840.74

Total \$1,840.74

RR - 1-32-572-60

OS - 1-32-572-51

Cafe - 1-32-572-53

10



Order# 7322141972

Order placed: January 09, 2021

Billing address

475 WEST TOWN PLACE SUITE 114
SAINT AUGUSTINE, FL 32092

Shipping address

RIVERS EDGE CDD
JASON DAVIDSON
140 LANDING ST
SAINT JOHNS, FL 32259

CHARGED

Items(s) Shipped

Item#	Item Description	Price	Quantity	Subtotal
2030289	HP 952XL/952 Black High Yield, Cyan/Magenta/Yellow Standard Yield Ink Cartridges, 4/Pack (N9K28AN)	\$102.99	1	\$102.99
194506	Adams Phone Message Books, 5.5" x 11", 400 Sets/Book, 2/Pack (SC1154-2D)	\$13.99	1	\$13.99
130005	Post-it® Notes, 3" x 3" Canary Yellow, 100 Sheets/Pad, 12 Pads/Pack (654-12YW) Select	\$11.59	1	\$11.59
301754	Adams® Carbonless Receipt Book, 3" x 8", 2-Part, 200 Sets/Book (SC1182)	\$17.04	1	\$17.04
24448175	Disposable Earloop Half Face Mask, Blue, 50/Box (WXDKZ0007E)	\$9.99	2	\$19.98
1480018	Loctite Fun-Tak Removable Adhesive Putty, 2 oz. (1087306)	\$2.79	1	\$2.79
125328	Sharpie Permanent Marker, Fine Point, Black, 12/Pack (30001)	\$9.79	1	\$9.79
163865	Staples Notepad, 8.5" x 11.75", Wide Ruled, White, 50 Sheets/Pad, Dozen Pads/Pack (TR57339) Select	\$10.03	1	\$10.03
2757021	TRU RED™ Plastic Accordion File, 13-Pocket, Coupon Size, Assorted Colors (TR51828)	\$3.81	1	\$3.81



Item#	Item Description	Price	Quantity	Subtotal
710149	Avery Big 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



THE OUTDOOR PLUS

USA MANUFACTURER OF FIRE & WATER FEATURES

235 EAST MAIN ST
ONTARIO CA 91761
P: (909) 460-5579
F: (909) 460-5530

PAID
02/16/2021

Invoice

S.O. No.	Date	Invoice #
32200	2/9/2021	40562

Bill To		
Rivers Edge Community 475 W Town Pl Suite 114 St Augustine, FL 32092-3649		
P.O. Number	Terms	Rep
Jason Davidson	COD	

Ship To	
Rivers Edge Community 475 W Town Pl Suite 114 St Augustine, FL 32092-3649 904-679-5523	
Ship	Via
2/9/2021	FedEx

Quantity	Item Code	Description	Serial #	Price E...	T #	Amount
1	TOP-500EIS-200-12	12V Standard Capacity Smart Weather Electronic Ignition System / Includes: Electronic Valve / Pilot Igniter / 12VAC Transformer / Installation Manual	8957	1,050.00	012416	1,050.00
1	OPT-SHIP	Shipping Cost		63.48		63.48
	SURCHARGE	Surcharge 3% on credit card payments JE2		33.40		33.40
		FedEx Package 1 Tracking #: 783571197166 It				

-DAMAGED / MISSING / INCORRECT ITEMS MUST BE REPORTED WITHIN 24
- 48 HOURS IN ORDER TO RECEIVE CREDIT OR REPLACEMENT.

-IF YOU ARRANGE FREIGHT YOU ARE RESPONSIBLE FOR ALL FREIGHT
DAMAGES / ISSUES

-NO RETURNS ON MADE TO ORDER OR CUSTOM PROJECTS

3% SURCHARGE ON CC
TRANSACTIONS

Total \$1,146.88

NAME:

DATE:



Details for Order #113-9527191-2278665

[Print this page for your records.](#)

Order Placed: January 29, 2021
Amazon.com order number: 113-9527191-2278665
Order Total: \$23.47

Not Yet Shipped

Items Ordered

	Price
1 of: <i>Grabber Reacher Tool,FitPlus Premium Grabber Tool 32 Inch, Grabber Reacher for Elderly, Lightweight Extra Long Handy Trash Claw Grabber</i>	\$8.95
Sold by: Health Guys (seller profile) | Product question? Ask Seller	

Condition: New	
1 of: <i>Norpro Plastic Funnel, Set of 3, Set of Three, White</i>	\$5.21
Sold by: Amazon.com Services LLC	

Condition: New	
1 of: <i>Bealee Plastic Spray Bottle 2 Pack, 24 Oz, All-Purpose Heavy Duty Spraying Bottles Sprayer Leak Proof Mist Empty Water Bottle for Cleaning Solution Planting Pet with Adjustable Nozzle, Blue</i>	\$8.97
Sold by: Uineko (seller profile)	

Condition: New

Shipping Address:
Jordanna Davidson
147 S TWIN MAPLE RD
ST AUGUSTINE, FL 32084-8373
United States

Shipping Speed:
One-Day Shipping

Payment information

Payment Method:
American Express | Last digits: 1299

Billing address
Jordanna Davidson
147 S TWIN MAPLE RD

Item(s) Subtotal:	\$23.13
Shipping & Handling:	\$0.00

Total before tax:	\$23.13
Estimated tax to be collected:	\$0.34

1/29/2021

ST AUGUSTINE, FL 32084-8373
United States

Amazon.com - Order 113-9527191-2278665

Grand Total: \$23.47

To view the status of your order, return to [Order Summary](#).

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2021, Amazon.com, Inc. or its affiliates

**Constant Contact**[Print](#)**Billing Activity - Payments***Vesta**Attn: Jason Davidson**245 Riverside Ave**Suite 250**Jacksonville FL 32202**US**P: 9046795523**Today's Date: 03/05/2021**User Name: rivertown_community***Payments from 02/05/2021 to 02/28/2021**

Date	Description	Charge Amount	Credit Amount
02/25/2021	Payment - Credit Card (American Express) *****1299		\$70.00

Billing questions? [Contact Support](#)

Constant Contact - 1601 Trapelo Road - Waltham, MA 02451 US



[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 01/02/2021 to 02/01/2021

Date	Description	Charge Amount	Credit Amount
01/02/2021	Invoice #328213386	\$70.00	

Billing questions? Contact Support

Constant Contact - 1601 Trapelo Road - Waltham, MA 02451 US

THANK YOU FOR SHOPPING AT
CRONIN ACE HARDWARE
2843 COUNTY ROAD 210 WEST
SUITE 101
SAINT JOHNS, FL 32259
(904) 217-3324

02/19/21 12:49PM END 553 SALE

56	4	EA	.89	EA *
MISC. FASTENERS				\$3.56
56	2	EA	\$3.39	EA *
MISC. FASTENERS				\$6.78
56	4	EA	.37	EA *
MISC. FASTENERS				\$1.48
56	4	EA	.45	EA *
MISC. FASTENERS				\$1.80

SUB-TOTAL:\$ 13.62 TAX: \$.89
TOTAL: \$ 14.51
BC AMT: \$ 14.51

BK CARD#: XXXXXXXXXXXX1752
MID:*****6883 TID:***4807
AUTH: 886553 AMT: \$ 14.51
Host reference #:694122 Bat#

Authorizing Network: AMEX

Chip Read
CARD TYPE:AM EXPRESS EXPR: XXXX
AID : A000000025010801
TVR : 0000008000
IAD : 06490103602002
TSI : F800
ARC : 00
MODE : Issuer
CVM :
Name : AMERICAN EXPRESS
ATC :008E
AC : A0248A3F61913330
TxnID/ValCode: 708110

Bank card USD\$ 14.51

Total Items: 14



==>> JRNL#G94122/1
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

Tell us about your experience today and
Enter to win a \$50 Ace gift card!

**Details for Order #113-4709149-1328236**

Print this page for your records.

Order Placed: February 4, 2021**Amazon.com order number:** 113-4709149-1328236**Order Total: \$159.72****Not Yet Shipped****Items Ordered****Price**

3 of: *Mr Beams 5W G40 Bulb Incandescent Weatherproof Indoor/Outdoor String Lights, 100 feet, Black* \$49.99

Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Megan Davidson
126 ONYX CT
ST AUGUSTINE, FL 32086-0362
United States

Shipping Speed:

One-Day Shipping

Payment information**Payment Method:**

American Express | Last digits: 1752

Item(s) Subtotal: \$149.97

Shipping & Handling: \$0.00

Total before tax: \$149.97

Estimated tax to be collected: \$9.75

Billing address

Zachary Davidson
245 RIVERSIDE AVE
JACKSONVILLE, FL 32202-4924
United States

Grand Total: \$159.72

To view the status of your order, return to [Order Summary](#).

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PINCH-A-PENNY POOL-PATIO-SPA

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 #: 754523
Account #: 9044405668
Date: 2/12/2021 Time: 10:48:17 AM
Cashier: Kyle Gordon Register #: 7

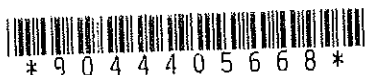
BILL TO: JASON DAVISON

Ref#:12RiUXtL5LL4102TQ0H30PUS45F1

Item	Description	Amount
09922006	TAYLOR RHT. #1 BPD 2 OZ	\$12.99
09921073	TAYLOR RHT. #2 BPD 2 OZ	\$12.99
Sub total		\$25.98
Sales tax		\$1.69
Total		\$27.67
SITE TERMINAL tendered		\$27.67
Change Due		\$0.00

ACCT: *****1752
APP NAME: AMEX
AID: A0000000250108
ARQC: FECE1F802E3A7C13
ENTRY: Chip
APPROVAL: 877914

VERIFICATION: Signature



Thank you for shopping
Pinch A Penny 148

Final Details for Order #114-2295471-5247407

Print this page for your records.

Order Placed: February 25, 2021

Amazon.com order number: 114-2295471-5247407

Order Total: \$66.86

Shipped on February 25, 2021

Items Ordered**Price**

1 of: *BIC Round Stic Xtra Life Ballpoint Pen, Medium Point (1.0mm), Blue, 144-Count* \$13.99
Sold by: Amazon.com Services LLC

Condition: New

4 of: *Face Mask, Pack of 50 Black Disposable Face Masks, Disposable Face Mask for Men* \$12.99
Sold by: ZTANPS ([seller profile](#))

Condition: New

Shipping Address:

Eric Olsen
140 LANDING ST
ST JOHNS, FL 32259-8763
United States

Shipping Speed:

FREE Prime Delivery

Payment information**Payment Method:**

American Express | Last digits: 2326

Item(s) Subtotal: \$65.95
Shipping & Handling: \$0.00

Billing address

Eric Olsen
160 Riverglade Run
St Johns, FL 32259
United States

Total before tax: \$65.95
Estimated tax to be collected: \$0.91

Grand Total: \$66.86

Credit Card transactions

AmericanExpress ending in 2326: February 25, 2021: \$66.86

To view the status of your order, return to [Order Summary](#).

Final Details for Order #114-9344498-9216263

Print this page for your records.

Order Placed: February 6, 2021

Amazon.com order number: 114-9344498-9216263

Order Total: \$99.17

Shipped on February 6, 2021

Items Ordered**Price**

1 of: *Lavatools Javelin PRO Duo Ambidextrous Backlit Professional Digital Instant Read Meat Thermometer for Kitchen, Food Cooking, Grill, BBQ, Smoker, Candy, Home Brewing, Coffee, and Oil Deep Frying* \$55.99
Sold by: Lavatools ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

1 of: *Lavatools PT12 Javelin Digital Instant Read Meat Thermometer for Kitchen, Food Cooking, Grill, BBQ, Smoker, Candy, Home Brewing, Coffee, and Oil Deep Frying* \$21.59
Sold by: Lavatools ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New

1 of: *Lavatools PT12 Javelin Digital Instant Read Meat Thermometer for Kitchen, Food Cooking, Grill, BBQ, Smoker, Candy, Home Brewing, Coffee, and Oil Deep Frying* \$21.59
Sold by: Lavatools ([seller profile](#)) | Product question? [Ask Seller](#)

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: \$99.17

Shipping & Handling: \$0.00

Billing address

Eric Olsen
160 Riverglade Run
St Johns, FL 32259
United States

Total before tax: \$99.17

Estimated tax to be collected: \$0.00

Grand Total: \$99.17

Credit Card transactions

AmericanExpress ending in 2326: February 6, 2021: \$99.17

To view the status of your order, return to [Order Summary](#).

Final Details for Order #114-2010963-7514610

Print this page for your records.

Order Placed: February 10, 2021

Amazon.com order number: 114-2010963-7514610

Order Total: \$86.04

Shipped on February 10, 2021

Items Ordered

2 of: *Rachael Ray Brights Nonstick Frying Pan / Fry Pan / Skillet - 12.5 Inch, Blue*

Sold by: Amazon.com Services LLC

Condition: New

Price

\$26.99

Shipping Address:

Eric Olsen

140 LANDING ST

ST JOHNS, FL 32259-8763

United States

Shipping Speed:

One-Day Shipping

Shipped on February 11, 2021

Items Ordered

2 of: *Kitchen IQ Sharpener, Black*

Sold by: Amazon.com Services LLC

Condition: New

2 of: *Chef Craft Solid Slotted Spoon, 13", Stainless Steel*

Sold by: Amazon.com Services LLC

Condition: New

Price

\$8.99

\$4.42

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: \$80.80

Shipping & Handling: \$0.00

Total before tax: \$80.80

Estimated tax to be collected: \$5.24

Billing address

Eric Olsen

160 Riverglade Run

St Johns, FL 32259

Grand Total: \$86.04

Winn✓Dixie

It's a Winn Win

www.winndixie.com

2 @ 11.79
ECO ELMNTS FRY PAN 23.58 T
PHONE # ###-###-0879
TAX 1.77
**** BALANCE 25.35
AMERICAN EXPRESS *****2326
APPROVAL CODE 848242 SEQ # 72867
ATD A000000025010801
AMERICAN EXPRESS 25.35
CHANGE 0.00
TOTAL NUMBER OF ITEMS SOLD = 2
01/30/21 08:17am 138 7 3

::::::::::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.

::::::::::

::::::::::Win Free Groceries::::::::::

You've earned 0
entries this transaction
toward a chance to win
Free Groceries for a Year



Order# 7322790052

Order placed: January 19, 2021

Billing address

475 WEST TOWN PLACE SUITE 114
SAINT AUGUSTINE, FL 32092

Shipping address

RIVERS EDGE CDD
JASON DAVIDSON
140 LANDING ST
SAINT JOHNS, FL 32259

CHARGED

Items(s) Shipped

Item#	Item Description	Price	Quantity	Subtotal
365377	Coastwide Professional™ 2-Ply Standard Toilet Paper, White, 500 Sheets/ Roll, 96 Rolls/Carton (CW26212) Select	\$51.39	1	\$51.39
365384	Coastwide Professional Kitchen Rolls Paper Towel, 2-Ply, White, 85 Sheets/ Roll, 30 Rolls/Carton (CW21810CT) Select	\$31.69	1	\$31.69
420456	Coastwide Professional™ 55-60 Gal. Trash Bags, Low Density, 1.3 Mil, Black, 100/Carton (CW22342) Select	\$32.19	2	\$64.38
394138	Coastwide Professional™ 30-33 Gal. Trash Bags, Low Density, 1.5 Mil, Black, 25 Bags/Roll, 4 Rolls (CW25530) Select	\$33.69	3	\$101.07

Method of payment

AMEX ending in *3956 - \$248.53

Merchandise Total: \$248.53

Total: \$248.53

SHIPMENT PENDING as of January 27, 2021

Item#	Item Description	Price	Quantity	Subtotal
219292	Poopy Pouch Universal Pet Waste Disposal Trash Bags, 0.75 Gal., 2000/ Carton (PP-RB-200)	\$83.99	2	\$167.98



Merchandise Total: \$167.98

Total: \$167.98



Invoice

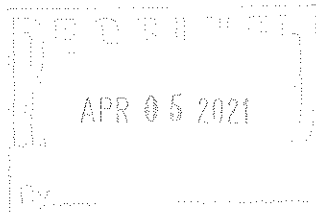
Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 382074
Date 4/1/2021

Terms Net 30
Due Date 5/1/2021
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

Name RiverClub (@ Rivertown)				Make		Make		
Street 160 Riverglade Run			Date 3/9/21		Model		Model	
City St Johns 32259			Phone (904) 440-5668		Serial #		Serial #	
Technician Kurtis & Austin			Email		Work to be Performed: Repair Service, Start-up & Operation Check			
Qty	Materials & Services			Unit Price	Amount	Description of Work Performed		
	Refrigerant R-		Lbs		0.00	03/09/21		
1	¼ x 2 Brass nipple			9.60	9.60	Found fire feature parts removed by maintenance staff.		
1	¼ x ½ reducer fitting			3.58	3.58	Customer received replacement parts:		
1	½ x 1.5 Brass nipple			6.48	6.48	Smart Weather Electronic Ignition System		
1	½ x Flare brass fitting			6.09	6.09	Electronic valve		
					0.00	Pilot Igniter		
					0.00	Transformer Assembly		
	1.32.572.60				0.00	Installed ¼ x 2 Brass nipple with ¼ x ½ reducer fitting and ½ x 1.5" Brass nipple from main burner to outgoing electronic valve		
	111				0.00			
					0.00			
					0.00	Found flare fuel line damaged @ flare.		
					0.00	Re-flared fuel line		
					0.00	Installed new ½ x Flare brass fitting @ incoming electronic valve		
					0.00	Installed transformer assembly- wired in supply voltage and wire out control voltage to valve.		
					0.00	Installed pilot assembly.		
					0.00			
					0.00	Found pilot assembly to be an upgraded model from previous. Also found ¼ x 18" steel flexible fuel line connecting pilot to electronic valve too short. Manufacturer supplied incorrect size line. Spoke with manufacturer – requested expedited shipping of correct length fuel line (@ 24").		
					0.00			
Total Materials					25.75			
Hrs	Labor			Rate	Amount			
5.5	Kurtis: 03/09/21 & 03/15/21			120.00	660.00			
5.5	Austin: 03/09/21 & 03/15/21			60.00	330.00	03/15/21		
					0.00	Installed fuel line		
					0.00	Started system & checked operation.		
					0.00	Pilot & Main burner are sustaining combustion at this time.		
					0.00			
Total Labor					990.00			
<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>						Limited Warranty: All materials, parts, and equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by the above named company is warranted for 30 days or as otherwise indicated in writing. The above named company makes no other warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of the above named company.		
						Total Summary		
						Materials	25.75	
						Labor	990.00	
						Truck	60.00	
Customer Signature						Date		
						Tax		
						Total	1075.75	