

Rivers Edge III
Community Development District

January 20, 2021

Rivers Edge III

Community Development District

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

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

January 15, 2021

Board of Supervisors
Rivers Edge III
Community Development District

Dear Board Members:

The Rivers Edge III Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, January 20, 2021 at 9:30 a.m.** at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida. Following is the advance agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Approval of the Minutes of the December 16, 2020 Meeting
- IV. Ratification of Acquisition of Improvements and Work Product for Kendall Crossing Drive Phase 2, Main Street Phase 2, and Stormwater Ponds
- V. Consideration of Acquisition Documents Related to Stormwater Ponds
- VI. Consideration of Form of Deed for Platted Tract on Estates at Rivertown Plat
- VII. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- VIII. Financial Reports
 - A. Balance Sheet and Income Statement
 - B. Consideration of Funding Request No. 7
 - C. Check Register
- IX. Supervisors' Requests and Audience Comments
- X. Next Scheduled Meeting – February 17, 2021 at 9:30 a.m. at the RiverTown Amenity Center
- XI. Adjournment

Enclosed under the third order of business for your review and approval is a copy of the minutes of the December 16, 2020 Board of Supervisors meeting for your review and approval.

The fourth order of business is ratification of acquisition of improvements and work product for Kendall Crossing Drive Phase 2, Main Street Phase 2, and stormwater ponds. A copy of the acquisition package is enclosed for your review.

The fifth order of business is consideration of acquisition documents related to stormwater ponds. Copies of the documents are enclosed for your review and approval.

The sixth order of business is consideration of form of deed for platted tract on estates at Rivertown plat. A copy of the deed is enclosed for your review and approval.

Enclosed under the eighth order of business are copies of the financial statements and funding request number 7.

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 or email jperry@gmsnf.com.

Sincerely,

James Perry

James Perry

District Manager
Rivers Edge III Community
Development District

AGENDA

Rivers Edge III

Community Development District

Agenda

Wednesday
January 20, 2021
9:30 a.m.

RiverTown Amenity Center
156 Landing Street
St. Johns, Florida 32259
Call-in #: 1-866-705-2554
Passcode: 464498
Website: www.RiversEdge3CDD.com

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XI. Adjournment

MINUTES

MINUTES OF MEETING
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Rivers Edge III Community Development District was held on Wednesday, December 16, 2020 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Jacob O’Keefe	Chairman
DJ Smith	Vice Chairman
Jason Thomas	Supervisor

Also present were:

Jim Perry	District Manager
Jennifer Kilinski	District Counsel
Ryan Stilwell	District Engineer
Zach Davidson	Vesta
Jason Davidson	Vesta
Marcy Pollicino	Vesta
Dan Fagen	Vesta
Ernesto Torres	GMS, LLC
Robert Beladi	VerdeGo
Michelle Haas	Prosser, Inc.

The following is a summary of the discussions and actions taken at the December 16, 2020 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Perry called the meeting to order at 9:30 a.m.

SECOND ORDER OF BUSINESS **Public Comment**

There being none, the next item followed.

THIRD ORDER OF BUSINESS **Approval of the Minutes of the November 18, 2020 Meeting**

There were no comments on the minutes.

On MOTION by Mr. O’Keefe seconded by Mr. Smith with all in favor the minutes of the November 18, 2020 meeting were approved.
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FOURTH ORDER OF BUSINESS**Consideration of Acquisition of Kendall Crossing and Main Street Phase 2**

Ms. Kilinski stated the District has previously entered into an acquisition agreement with Mattamy Jacksonville for improvements that comprise the District's capital improvement plan, which was validated and approved by the Board previously. We have not issued bonds for these improvements, but it is appropriate for the District to acquire these improvements pursuant to that acquisition agreement. In exhibit A there is a description of the improvement and the work product associated therewith. The list of improvements is also contained within that exhibit. The total amount of the improvements is \$5,625,000. These improvements are based on actual construction costs that were produced. We are asking for approval of this in substantial form as we are waiting on a couple other items for backup documentation prior to finalizing these.

On MOTION by Mr. O'Keefe seconded by Mr. Smith with all in favor the acquisition of Kendall Crossing and Main Street Phase 2 was approved in substantial form.

FIFTH 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

There being nothing to report, the next item followed.

SIXTH ORDER OF BUSINESS**Financial Reports****A. Balance Sheet and Income Statement**

Copies of the balance sheet and income statement were included in the agenda package.

B. Consideration of Funding Request No. 6

A copy of the funding request totaling \$4,565.06 was included in the agenda package.

On MOTION by Mr. O’Keefe seconded by Mr. Smith with all in favor the funding request number 6 was approved.

C. Check Register

A copy of the check register totaling \$15,949.36 was included in the agenda package. Mr. Perry noted included in the check register is the liability insurance renewal invoice totaling \$5,000.

On MOTION by Mr. O’Keefe seconded by Mr. Smith with all in favor the check register was approved.

SEVENTH ORDER OF BUSINESS

Supervisors’ Requests and Audience Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

**Next Scheduled Meeting – January 20, 2021
at 9:30 a.m. at the RiverTown Amenity
Center**

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. O’Keefe seconded by Mr. Smith with all in favor the Meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

[CORPORATE LETTERHEAD]

January 11, 2021

Rivers Edge III 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 Kendall Crossing Drive Phase 2 and Main Street Extension Phase 2

Dear Mr. Perry:

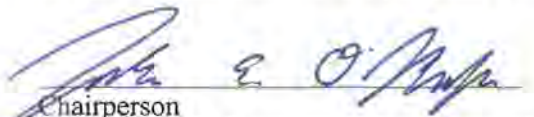
Mattamy Jacksonville LLC ("Mattamy") has completed and wishes to sell to the Rivers Edge III Community Development District ("District") certain improvements associated with the Kendall Crossing Drive Phase 2 and Main Street Extension Phase 2 roadways, which improvements are more particularly set forth in the Engineer's Report, as defined herein (the "Improvements"), and associated plans, designs, permits and other work product (the "Work Product"). Mattamy wishes to convey the Improvements and the Work Product, which were included in the District's *Rivers Edge III Community Development District Master Improvement Plan Report*, dated June 5, 2020, as may be supplemented from time to time (collectively, the "Engineer's Report") to the District pursuant to the Agreement Between the District and Mattamy Regarding the Acquisition of certain Work Product, Improvements, and Real Property with the expectation that in the event the District issues bonds in the future, Mattamy may be reimbursed for all or part of the Improvements and/or Work Product. The actual cost of constructing the Improvements and completing the Work Product is **\$5,169,905**.

Notwithstanding anything to the contrary herein, Mattamy estimates that an additional **\$435,505** remains to be paid ("**Remaining Amount**"). Mattamy agrees to timely make payment for all Remaining Amounts owed 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:


Chairperson
Rivers Edge III 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

EXHIBIT A: Description of Improvements and Work Product

Improvements: All roadways including earthwork, roadbed, surfacing, curb, and drainage systems, as well as signage, entry monuments and features, pavers, walkways, sidewalks, and related 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 the rights-of-way titled "Rivertown Main Street" and "Kendall Crossing Drive," as identified on the proposed Plat titled "Estates at Rivertown" attached hereto.

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

<u>Contractor</u>	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Reimbursable Amount</u>
<i>Kendall Crossing Drive Phase 2 & Main Street Extension Phase 2 Improvements</i>			
Burnham Construction	\$3,291,120	\$390,858	\$3,681,978
Randy Suggs Landscaping Inc	\$756,415	\$29,647	\$786,062
Trinity Underground, Inc	\$101,752	\$0	\$101,752
First Coast Electric Inc	\$101,572	\$0	\$101,572
ECS Florida	\$20,400	\$0	\$20,400
JEA	\$10,451	\$0	\$10,451
G.G. Excavation & Construction	\$5,345	\$0	\$5,345
Waste Watchers of Jacksonville	\$3,763	\$0	\$3,763
Verdego LLC	\$2,036	\$0	\$2,036
<i>Kendall Crossing Drive Phase 2 & Main Street Extension Phase 2 Work Product</i>			
Prosser	\$376,119	\$5,000	\$381,119
Smith, DJ	\$29,662	\$0	\$29,662
Letter of Credit Fees	\$16,422	\$10,000	\$26,422
A&J Land Surveyors, Inc.	\$10,460	\$0	\$10,460
St. Johns County	\$5,024	\$0	\$5,024
Shaffer Engineering Group, LLC	\$3,150	\$0	\$3,150
Aero Photo	\$543	\$0	\$543
American Imaging Machine	\$166	\$0	\$166
TOTALS:	\$4,734,400	\$435,505	\$5,169,905

ESTATES at RIVERTOWN

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, AND A PORTION OF THE "FRANCIS P. FATIO" GRANT, IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ALL IN ST. JOHNS COUNTY, FLORIDA.

MAP BOOK PAGE

SHEET ONE (1) of NINE (9) SHEETS

SEE SHEET TWO (2) FOR LEGEND,
GENERAL NOTES, ABBREVIATIONS and
PLAT TITLE LETTER COMMENTS
SEE SHEET THREE (3) FOR KEY MAP

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, MATTAMY JACKSONVILLE LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, WHICH SHALL HEREINAFTER BE KNOWN AS "ESTATES AT RIVERTOWN", AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS.

THE ROAD RIGHTS--OF--WAY DESIGNATED ON THIS PLAT AS "RIVERTOWN MAIN STREET", "KENDALL CROSSING DRIVE" AND "WHIRLAWAY COURT" ARE HEREBY IRREVOCABLY DEDICATED TO THE COUNTY OF ST. JOHNS, ITS SUCCESSORS AND ASSIGNS, IN PERPETUITY FOR MAINTENANCE OF THE ROAD RIGHT--OF--WAY, ACCESS AND DRAINAGE IMPROVEMENTS WHICH ARE NOW OR THEREAFTER CONSTRUCTED THEREON.

TRACTS "0--1", "0--2", "0--3", AND "0--4", (OPEN SPACE, LANDSCAPING), TRACT "C--1", (CONSERVATION AREA), TRACTS "P--1" AND "P--2" (PARKS) AND TRACTS "SWMF--1", "SWMF--2", AND "SWMF--3", (STORMWATER MANAGEMENT FACILITIES) AS SHOWN ON THIS PLAT, ARE HEREBY DEDICATED TO THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT, A SPECIAL PURPOSE UNIT OF LOCAL GOVERNMENT CREATED PURSUANT TO CHAPTER 190, FLORIDA STATUTES ("RIVERS EDGE CDD"), EXCEPT AS HEREINAFTER PROVIDED. THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND THE RIVERS EDGE CDD SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER ALL EASEMENTS DESIGNATED ON THIS PLAT FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ALL UTILITIES, DRAINAGE FACILITIES, DITCHES, SWALES OR OTHER IMPROVEMENTS NECESSARY TO SERVE THE LOTS, EXCEPT AS HEREINAFTER PROVIDED.

ALL EASEMENTS SHOWN ON THIS PLAT, OTHER THAN THOSE SPECIFICALLY DEDICATED HEREIN, ARE AND SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE UNDERSIGNED OWNER, ITS SUCCESSORS AND ASSIGNS. THE UNDERSIGNED OWNER RETAINS THE OBLIGATION FOR MAINTENANCE OF THESE PRIVATELY OWNED EASEMENTS; PROVIDED HOWEVER, THE UNDERSIGNED OWNER RESERVES THE RIGHT TO ASSIGN THE OBLIGATION FOR MAINTENANCE OF SAID EASEMENTS TO A PROPERTY OWNERS' ASSOCIATION OR OTHER SUCH ENTITY OR PERSON TO ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THE PLAT.

TRACTS "C--1", (CONSERVATION AREA) MAY BE SUBJECT TO A CONSERVATION EASEMENT IN FAVOR OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PURSUANT TO SECTION 704.06, FLORIDA STATUTES, RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, AND IF SO, ARE GRAPHICALLY DEPICTED ON THE FACE OF THIS PLAT.

THE DRAINAGE AND ACCESS EASEMENTS AND THE STORMWATER MANAGEMENT FACILITIES AS SHOWN ON THIS PLAT SHALL PERMIT THE COUNTY OF ST. JOHNS, ITS SUCCESSORS AND ASSIGNS, TO DISCHARGE ALL STORMWATER WHICH MAY FALL OR COME UPON ALL STREET RIGHTS--OF--WAY HEREBY DEDICATED INTO, OVER, ACROSS OR THROUGH SAID EASEMENTS AND STORMWATER MANAGEMENT FACILITIES SHOWN HEREON, WHICH ARE DEDICATED TO THE PROPERTY OWNERS ASSOCIATION OR OTHER SUCH ENTITY AS WILL ASSUME ALL OBLIGATION OF MAINTENANCE AND OPERATION THEREOF UNDER THE PLAT.

THOSE EASEMENTS DESIGNATED ON THIS PLAT AS "10' FPL EASEMENTS" AND "20' x 20' FPL EASEMENTS" ARE HEREBY DEDICATED TO THE FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON--EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM.

MATTAMY JACKSONVILLE LLC, THE OWNER, ITS SUCCESSORS AND ASSIGNS, SHALL FOREVER RELEASE, DISCHARGE AND INDEMNIFY JEA AND SAVE IT HARMLESS FROM ITS SUITS, ACTIONS, DAMAGES, LIABILITY AND EXPENSES THAT MAY BE INCURRED IN CONJUNCTION WITH PROPERTY DAMAGE OR PERSONAL INJURY, OR ANY OTHER DAMAGE ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON, AT OR FROM THE LANDSCAPE BUFFER EASEMENT, OR ANY OTHER PART THEREOF, EXCEPT TO THE EXTENT ARISING FROM OR INCIDENTAL TO JEA'S USE OF THE LIFT STATION, TRACT "LS" OR JEA'S EASEMENT UPON THE LANDSCAPE BUFFER TRACT. THE OWNER, ITS SUCCESSORS AND ASSIGNS SHALL BE SUBJECT TO THIS RELEASE AND INDEMNIFICATION AND THE COVENANTS HEREIN SHALL RUN WITH THE LAND DESCRIBED AND CAPTIONED HEREON. JEA SHALL RESTORE AND/OR REPLACE ANY LANDSCAPING, GROUND COVER, AND/OR IRRIGATION FACILITIES DISTURBED BY JEA IN THE EXERCISE OF ITS EASEMENT RIGHTS UPON THE LANDSCAPE BUFFER EASEMENT WITH LIKE-KIND MATERIALS; PROVIDED HOWEVER, THAT TO THE EXTENT REPLACEMENT OF ITEMS SUCH AS LARGE OR MATURE TREES IS NOT REASONABLY FEASIBLE, JEA SHALL REPLACE SAME WITH THE CLOSEST REASONABLE REPLACEMENT THEREFORE.

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

THOSE EASEMENTS DESIGNATED AS "AT&T/BELL SOUTH EASEMENT" AND THAT 10' WIDE AT&T/BELL SOUTH ACCESS EASEMENT" ARE HEREBY IRREVOCABLY DEDICATED TO BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A/ A.T. &T. FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON--EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF COMMUNICATION EQUIPMENT AND/OR OTHER PUBLIC UTILITIES.

LANDS UNDERLYING EASEMENTS WHICH ARE NOT OTHERWISE DEDICATED TO THE EASEMENT GRANTEE SHALL REMAIN OWNED BY THE EASEMENT GRANTOR.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICER ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

MATTAMY JACKSONVILLE LLC
A DELAWARE LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
CLIFFORD L. NELSON
VICE PRESIDENT
MATTAMY JACKSONVILLE LLC,
A DELAWARE LIMITED LIABILITY COMPANY
TYPE OR PRINT NAME

WITNESS: _____
TYPE OR PRINT NAME

NOTARY FOR MATTAMY JACKSONVILLE LLC
A DELAWARE LIMITED LIABILITY COMPANY

STATE OF FLORIDA
COUNTY OF DUVAL
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, A.D., 2021 BY CLIFFORD L. NELSON, VICE PRESIDENT OF MATTAMY JACKSONVILLE LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME AND WHO HAS TAKEN AN OATH ON BEHALF OF THE COMPANY.

NOTARY PUBLIC, STATE OF FLORIDA

TYPE OF PRINT NAME
MY COMMISSION EXPIRES: _____

Prepared by:
A & J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
T (904) 346.1733
F (904) 346.1736

CAPTION
ESTATES AT RIVERTOWN
A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, AND A PORTION OF THE "FRANCIS P. FATIO" GRANT, IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ALL IN ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING, BEGIN AT THE MOST NORTHERLY CORNER OF TRACT "C--1", (CONSERVATION), AS SHOWN ON THE PLAT OF "RIVERTOWN--PARCEL 23--PHASE 2", AS RECORDED IN MAP BOOK 95, PAGES 7 THROUGH 14 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING A POINT ON THE SOUTHWESTERLY BOUNDARY OF TRACT "C--6", (CONSERVATION), OF "ARBORS AT RIVERTOWN--PHASE ONE", AS RECORDED IN MAP BOOK 101, PAGES 52 THROUGH 68 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, NORTH 48°48'24" WEST, ALONG THE AFORESAID SOUTHWESTERLY BOUNDARY OF "ARBORS AT RIVETOWN--PHASE ONE", A DISTANCE OF 663.68 FEET, TO A POINT; RUN THENCE, NORTH 17°08'46" EAST, ALONG THE WESTERLY BOUNDARY OF SAID TRACT "C--6", AND THEN ALONG THE WESTERLY TERMINUS OF "RIVERTOWN MAIN STREET", AS SHOWN ON THE AFORESAID PLAT OF "ARBORS AT RIVERTOWN--PHASE ONE", A DISTANCE OF 90.00 FEET, TO A POINT; RUN THENCE, NORTH 72°33'53" WEST, A DISTANCE OF 167.08 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 490.00 FEET, THROUGH A CENTRAL ANGLE OF 54°13'19" FEET, TO THE LEFT, AN ARC DISTANCE OF 463.71 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°19'27" WEST, 446.60 FEET; RUN THENCE, SOUTH 53°12'48" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 663.62 FEET, TO A POINT; RUN THENCE, NORTH 30°48'14" WEST, DEPARTING FROM AFORESAID TANGENCY, A DISTANCE OF 68.71 FEET, TO THE POINT OF CURVATURE, OF A CURVE, LEADING NORTHWESTERLY; RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 53.00 FEET, THROUGH A CENTRAL ANGLE OF 55°59'43" TO THE LEFT, AND ARC DISTANCE OF 51.80 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONTINUING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 58°48'05" WEST, 49.76 FEET; CONTINUE THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 183.74 FEET, THROUGH A CENTRAL ANGLE OF 101°05'18" TO THE RIGHT, AN ARC DISTANCE OF 324.18 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONTINUING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 36°15'18" WEST, 283.74 FEET; RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 151°35'15" TO THE LEFT, AN ARC DISTANCE OF 132.28 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°30'15" WEST, 96.94 FEET; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 2,237.79 FEET, THROUGH A CENTRAL ANGLE OF 04°35'45" TO THE RIGHT, AN ARC DISTANCE OF 179.50 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONTINUING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCES OF SOUTH 45°00'00" WEST, 179.46 FEET; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 1,281.30 FEET, THROUGH A CENTRAL ANGLE OF 07°47'47" TO THE LEFT, AN ARC DISTANCE OF 174.35 FEET, TO A POINT OF REVERSE CURVATURE, OF A CURVE LEADING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45°20'42" WEST, 174.21 FEET; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 167.00 FEET, THROUGH A CENTRAL ANGLE OF 48°12'56" TO THE RIGHT, AN ARC DISTANCE OF 140.53 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 65°33'16" WEST, 136.42 FEET; RUN THENCE, SOUTH 89°39'44" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 110.90 FEET, TO A POINT; RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 80.00 FEET, THROUGH A CENTRAL ANGLE OF 79°49'34" TO THE LEFT, AN ARC DISTANCE OF 111.46 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°44'57" WEST, 102.66 FEET; RUN THENCE, SOUTH 09°50'10" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 16.85 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY; RUN THENCE, SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 79°26'11" TO THE LEFT, AN ARC DISTANCE OF 69.32 FEET. TO THE POINT OF COMPOUND CURVATURE, OF A CURVE, CONTINUING SOUTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°52'56" EAST, 63.90 FEET; RUN THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 4,625.45 FEET, THROUGH A CENTRAL ANGLE OF 01°04'53" TO THE LEFT, AN ARC DISTANCE OF 87.30 FEET, TO THE POINT OF COMPOUND CURVATURE, OF A CURVE LEADING SOUTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 70°08'28" EAST, 87.30 FEET; RUN THENCE, SOUTHEASTERLY ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 158.00 FEET, THROUGH A CENTRAL ANGLE OF 13°59'54" TO THE LEFT, AN ARC DISTANCE OF 38.60 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONTINUING SOUTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°40'51" EAST, 38.51 FEET; CONTINUE THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 242.00 FEET, THROUGH A CENTRAL ANGLE OF 23°35'18" TO THE LEFT, AN ARC DISTANCE OF 99.63 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING EASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°53'09" EAST, 98.93 FEET; RUN THENCE, EASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 188.00 FEET, THROUGH A CENTRAL ANGLE OF 39°17'16" TO THE LEFT, AN ARC DISTANCE OF 128.91 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE CONTINUING EASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 80°44'08" EAST, 126.40 FEET; RUN THENCE, EASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 492.00 FEET, THROUGH A CENTRAL ANGLE OF 17°35'41" TO THE RIGHT, AN ARC DISTANCE OF 151.09 FEET, TO THE POINT OF REVERSE CURVATURE, OF A CURVE LEADING NORTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 88°25'05" EAST, 150.49 FEET; RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 133.00 FEET, THROUGH A CENTRAL ANGLE OF 53°38'21" TO THE LEFT, AN ARC DISTANCE OF 124.51 FEET, TO A POINT; LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 70°23'44" EAST, 120.01 FEET; RUN THENCE, SOUTH 18°52'45" EAST, A DISTANCE OF 102.11 FEET, TO A POINT ON THE ARC OF A CURVE LEADING NORTHEASTERLY; RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 790.00 FEET, THROUGH A CENTRAL ANGLE OF 02°40'03" TO THE LEFT, AN ARC DISTANCE OF 36.78 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69°47'14" EAST, 36.77 FEET; 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 85°27'01" TO THE RIGHT, AN ARC DISTANCE OF 37.28 FEET, TO THE POINT OF TANGENCY OF LAST SAID ARC, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 68°49'17" EAST, 33.92 FEET; RUN THENCE, SOUTH 26°05'46" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 197.16 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY; RUN THENCE, SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 960.00, THROUGH A CENTRAL ANGLE OF 19°46'46" TO THE RIGHT, AN ARC DISTANCE OF 331.41 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°12'23" EAST, 329.77 FEET; RUN THENCE, SOUTH 06°18'59" EAST, ALONG LAST SAID TANGENCY, (A PORTION OF WHICH IS THE WESTERLY RIGHT--OF--WAY LINE OF "KENDALL CROSSING DRIVE", AS PER THE PLAT OF 'HAVEN AT RIVERTOWN--PHASE ONE', AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 103, PAGES 80 THROUGH 89 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 351.16 FEET, TO THE POINT OF CURVATURE OF AFORESAID "KENDALL CROSSING DRIVE". AS SHOWN ON THE PLAT OF 'HAVEN AT RIVERTOWN--PHASE ONE', AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 103, PAGES 80 THROUGH 89 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE NORTHERLY AND EASTERLY BOUNDARY OF 'KENDALL CROSSING DRIVE', AS SHOWN ON THE AFORESAID PLAT OF 'HAVEN AT RIVERTOWN--PHASE ONE', THE FOLLOWING FOUR (4) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE, NORTH 83°41'01" EAST, A DISTANCE OF 80.00 FEET, TO A POINT ON THE ARC OF A CURVE, LEADING SOUTHEASTERLY;
COURSE No. 2: RUN THENCE, SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 260.00 FEET, THROUGH A CENTRAL ANGLE OF 21°00'46" TO THE LEFT, AN ARC DISTANCE OF 95.36 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°49'23" EAST, 94.82 FEET;
COURSE No. 3: RUN THENCE, SOUTH 27°19'46" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 156.25 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;
COURSE No. 4: RUN THENCE, SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 530.00 FEET, THROUGH A CENTRAL ANGLE OF 19°33'14" TO THE RIGHT, AN ARC DISTANCE OF 180.88 FEET, TO A POINT ON THE NORTHERLY BOUNDARY OF 'RETREAT AND WESTLAKE AT RIVERTOWN', AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 99, PAGES 74 THROUGH 80 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN THENCE, ALONG THE WESTERLY AND THEN NORTHWESTERLY BOUNDARY OF TRACT "C--1", (CONSERVATION AREA), OF "RIVERTOWN--LARCEL 23--PHASE 2", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 95, PAGES 7 THROUGH 14 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, THE FOLLOWING THREE (3) COURSES AND DISTANCES:
COURSE No. 1: RUN THENCE NORTH 13°40'48" WEST, A DISTANCE OF 330.30 FEET, TO A POINT;
COURSE No. 2: RUN THENCE, NORTH 10°10'50" EAST, A DISTANCE OF 697.61 FEET, TO A POINT;
COURSE No. 3: RUN THENCE, NORTH 66°45'55" EAST, A DISTANCE OF 637.34 FEET, TO THE AFORESAID MOST NORTHERLY CORNER OF SAID TRACT "C--1", (CONSERVATION AREA), AS SHOWN ON THE AFORESAID PLAT OF "RIVERTOWN--PARCEL 23--PHASE 2", AND ALSO BEING THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 2,115,636 SQUARE FEET OR 48.56 ACRES, MORE OR LESS, IN AREA.

ESTATES at RIVERTOWN

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, AND A PORTION OF THE "FRANCIS P. FATIO" GRANT, IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ALL IN ST. JOHNS COUNTY, FLORIDA.

MAP BOOK PAGE

SHEET TWO (2) of NINE (9) SHEETS

SEE SHEET TWO (2) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS and PLAT TITLE LETTER COMMENTS
SEE SHEET THREE (3) FOR KEY MAP

GENERAL NOTES:

1) BEARINGS SHOWN HEREON, ARE BASED ON THE STATE OF FLORIDA, STATE PLANE COORDINATES, NORTH AMERICAN DATUM/NAD 1983 (1990), FLORIDA EAST ZONE, (ZONE 901), U.S. FEET AS NOTED BELOW IN GENERAL NOTE No. 7, AND FOR THE NORTHERLY MONUMENTED BOUNDARY LINE OF THE "RIVERTOWN DEVELOPMENT", AS DESCRIBED AND RECORDED IN THAT WARRANTY DEED TO MATTAMY RIVERTOWN LLC, AS RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 ET SEQ. OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, AS N 75°52'24" E.

2) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE, AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

3) CERTAIN EASEMENTS ARE RESERVED FOR FLORIDA POWER & LIGHT (FP&L) FOR USE IN CONJUNCTION WITH THE UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM.

4) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

5) CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINES AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF THE ST. JOHNS COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK.

THIS WETLAND JURISDICTIONAL LINE AND UPLAND BUFFER MAY BE SUPERSEDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES.

6) UPLAND BUFFERS ADJACENT TO WETLAND JURISDICTIONAL AREAS ARE TO REMAIN NATURAL, VEGETATIVE AND UNDISTURBED.

7) THE STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON NORTH AMERICAN DATUM/NAD 1983 (1990), FLORIDA EAST ZONE, U.S. FEET. THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES ONLY, BY THE ST. JOHNS COUNTY GIS DEPARTMENT. ANY OTHER USE, BESIDES THAT WHICH IS STATED HEREON, IS THE RESPONSIBILITY OF THE PARTY(IES) UTILIZING THESE COORDINATES FOR THEIR NON INTENDED USE.

THE ST. JOHNS COUNTY GPS CONTROL MONUMENTS USED TO DETERMINE THE COORDINATES SHOWN HEREON WERE AS FOLLOWS:

- a) CONTROL POINT "G113", WITH A PUBLISHED COORDINATE VALUE OF N(y): 2,066,937.270151, AND E(x): 455,788.927478
- b) CONTROL POINT "G114". WITH A PUBLISHED COORDINATE VALUE OF N(y): 2,066,070.542891, AND E(x): 457,528.338248

ABBREVIATIONS USED IN THIS PLAT

ABBREVIATION	DEFINITION
P.R.M.	PERMANENT REFERENCE MONUMENT
P.C.P.	PERMANENT CONTROL POINT
C.M.	CONCRETE MONUMENT
L.B.	LICENSED BUSINESS
PLS.	PROFESSIONAL LAND SURVEYOR
PSM.	PROFESSIONAL SURVEYOR AND MAPPER
&	AND
R	RADIUS
D	DELTA/CENTRAL ANGLE/
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
P.O.C.	POINT ON CURVE
P.C.C.	POINT OF COMPOUND CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
R.P.	RADIUS POINT
TWP.	TOWNSHIP
RNG.	RANGE
E	EAST
W	WEST
N	NORTH
S	SOUTH
CS	TABULATED CURVE TABLE
L23	TABULATED LINE TABLE
R/W	RIGHT OF WAY
D.O.T.	DEPARTMENT OF TRANSPORTATION
CL	CENTERLINE
MB	MAP BOOK
PB	PLAT BOOK
PG	PAGE
---	MATCH LINE
JE-E	JE-E ELECTRIC EASEMENT
JE-EE	JE-E EQUIPMENT EASEMENT
FP & L	FLORIDA POWER & LIGHT
ESMT	EASEMENT
SURWMD	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

THIS FIRM WAS PROVIDED WITH A PLAT PROPERTY INFORMATION REPORT, DATED MARCH 31, 2020, AND PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY WHICH SHOWS:

- a) CONSERVATION EASEMENT AS SET FORTH BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 4046, PAGE 1482.

SURVEYOR'S COMMENT: A CONSERVATION EASEMENT RECORDED IN THIS INSTRUMENT DOES AFFECT THE SUBJECT PROPERTY, AND IS GRAPHICALLY SHOWN ON THE FACE OF THIS SURVEY.

- b) NON EXCLUSIVE GRANT OF EASEMENT AS SET FORTH BY INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 4945, PAGE 554.

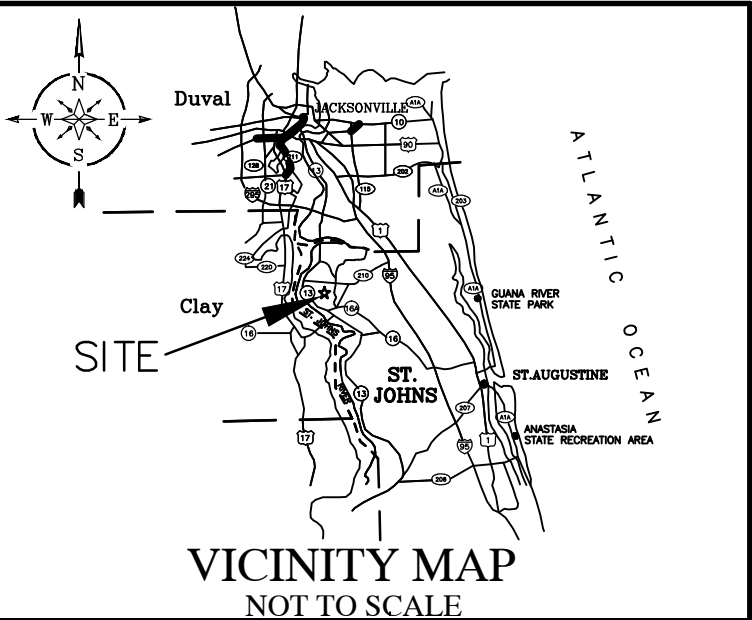
SURVEYOR'S COMMENT: THIS EASEMENT AFFECTS ONLY THE ROAD RIGHT-OF-WAY SHOWN HEREON AS "RIVERTOWN MAIN STREET", HOWEVER IT HAS AN AUTOMATIC TERMINATE CLAUSE THAT STATES " THIS EASEMENT SHALL AUTOMATICALLY TERMINATE UPON RECORDEATION OF A DEED OF DEDICATION OR PLAT DEDICATING ANY PORTION OF THE EASEMENT TO (I) IN ST. JOHNS COUNTY AS PUBLIC ROAD RIGHT-OF-WAY. THEREFORE THIS EASEMENT IS NOT GRAPHICALLY SHOWN ON THE FACE OF THIS PLAT.

LEGENDS USED IN THIS PLAT

LEGEND	DEFINITION
◇	SET 4"x 4" CONCRETE MONUMENT WITH DISK, STAMPED "TRM, LD 6661"
◆	FOUND 4"x 4" CONCRETE MONUMENT WITH DISK, STAMPED "TRM, LD 6661"
●	SET PK NAIL & DISK, STAMPED "P.C.P., LD 6661"

HATCHING USED IN THIS PLAT

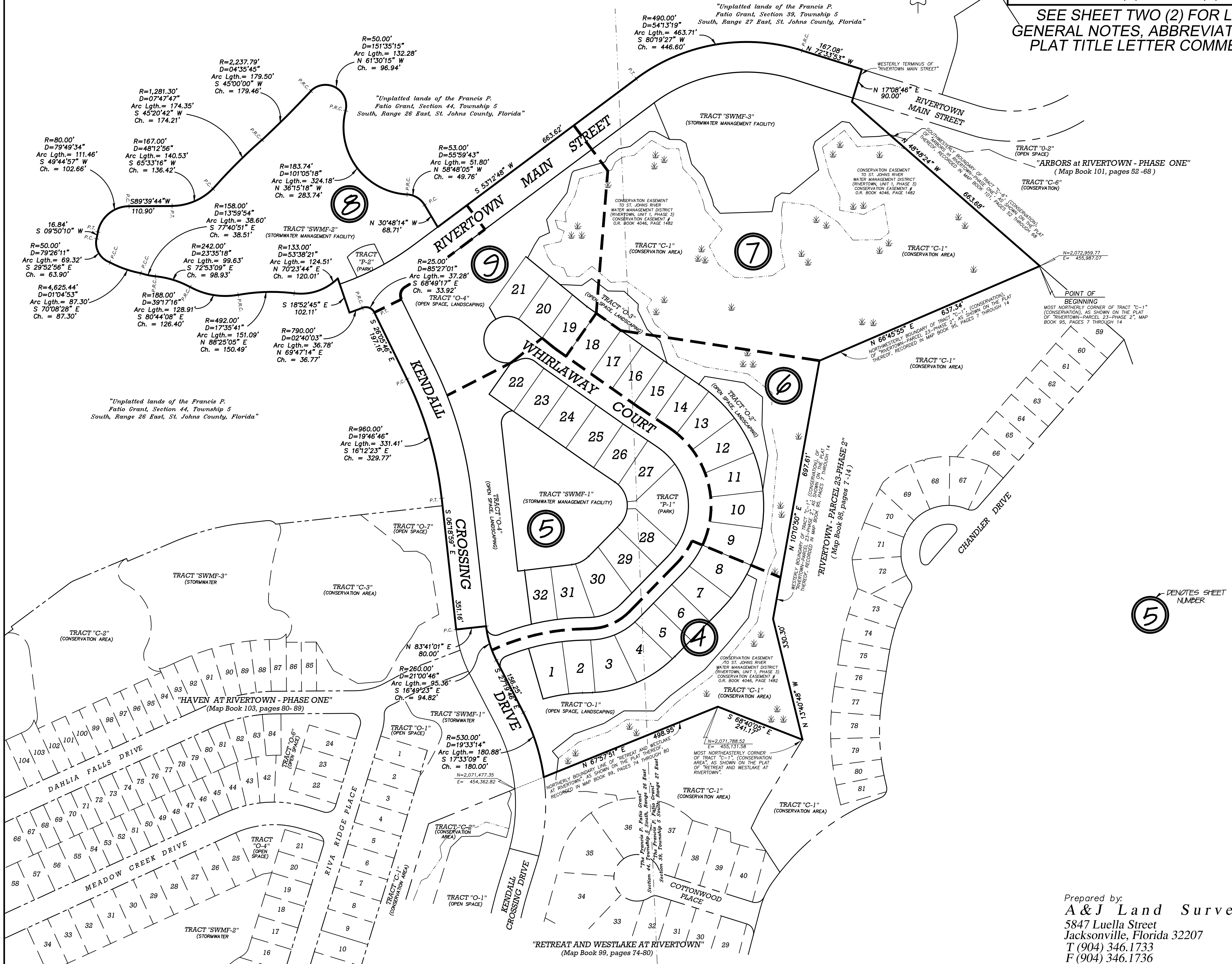
HATCHING	DEFINITION
	DENOTES UPLAND BUFFERS ADJACENT TO PRESERVED WETLANDS
	DENOTES PRESERVED WETLANDS



Prepared by:
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A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO" GRANT, SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, AND A PORTION OF THE "FRANCIS P. FATIO" GRANT, IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ALL IN ST. JOHNS COUNTY, FLORIDA.

SHEET THREE (3) of NINE (9) SHEETS



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ESTATES at RIVERTOWN

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NOTE: UPLAND BUFFERS WILL REMAIN NATURALLY VEGETATED AND UNDISTURBED

MAP BOOK PAGE

SHEET FOUR (4) of NINE (9) SHEETS

SEE SHEET TWO (2) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS and PLAT TITLE LETTER COMMENTS
SEE SHEET THREE (3) FOR KEY MAP

CURVE TABLE FOR PLAT BOUNDARY				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING
C55	530.00'	19°33'14"	180.88'	S 17°33'09" E
C218	260.00'	21°00'46"	95.36'	S 16°49'23" E

CURVE TABLE FOR CENTERLINE DATA					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C24	300.00'	21°00'46"	110.02'	S 16°49'23" E	109.41'
C28	600.00'	20°12'39"	211.65'	S 78°07'46" W	210.55'
C29	150.00'	43°48'16"	114.68'	N 66°19'57" E	111.91'
C30	220.00'	100°31'29"	385.99'	N 05°49'56" W	338.35'
C33	300.00'	6°33'55"	34.38'	S 24°02'48" E	34.36'
C34	300.00'	14°26'51"	75.65'	S 13°32'25" E	75.45'

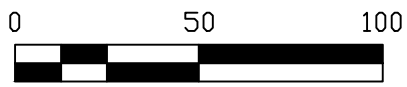
CURVE TABLE FOR RIGHT-OF-WAY DATA				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING
C39	25.00'	94°57'35"	41.43'	S 20°09'02" W
C40	570.00'	20°36'16"	204.98'	S 77°55'57" W
C41	180.00'	43°48'16"	137.62'	N 66°19'57" E
C42	250.00'	100°31'29"	438.62'	N 05°49'56" W
C217	260.00'	6°45'06"	30.64'	S 23°57'13" E
C219	260.00'	13°47'01"	62.55'	S 13°41'09" E

LINE TABLE FOR CENTERLINE DATA		
LINE	BEARING	DISTANCE
L12	S 68°01'26" W	72.21'
L13	S 88°14'05" W	26.90'

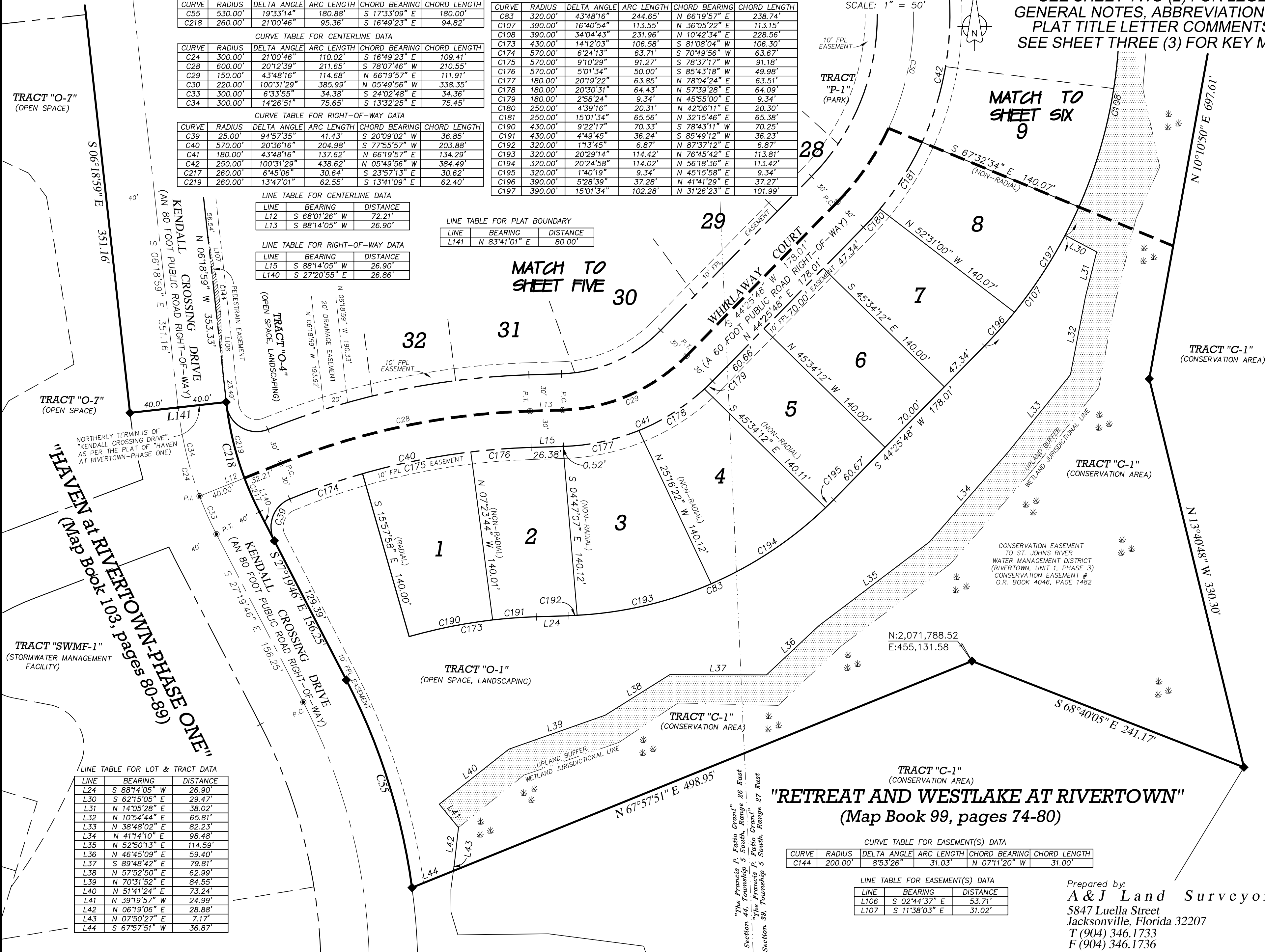
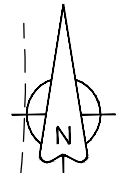
LINE TABLE FOR RIGHT-OF-WAY DATA		
LINE	BEARING	DISTANCE
L15	S 88°14'05" W	26.90'
L140	S 27°20'55" E	26.86'

LINE TABLE FOR PLAT BOUNDARY		
LINE	BEARING	DISTANCE
L141	N 83°41'01" E	80.00'

MATCH TO SHEET FIVE



GRAPHIC SCALE SCALE: 1" = 50'



"RIVERTOWN - PARCEL 23-PHASE 2" (Map Book 95, pages 7-14)

"RETREAT AND WESTLAKE AT RIVERTOWN" (Map Book 99, pages 74-80)

CURVE TABLE FOR EASEMENT(S) DATA				
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING
C144	200.00'	8°53'26"	31.03'	N 07°11'20" W

LINE TABLE FOR EASEMENT(S) DATA		
LINE	BEARING	DISTANCE
L106	S 02°44'37" E	53.71'
L107	S 11°38'03" E	31.02'

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ESTATES at RIVERTOWN

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, AND A PORTION OF THE "FRANCIS P. FATIO" GRANT IN SECTION 39, TOWNSHIP 5 SOUTH RANGE 27 EAST, ALL IN ST. JOHNS COUNTY, FLORIDA.

"Unplatted lands of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida"

CURVE TABLE FOR PLAT BOUNDARY					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C18	960.00'	19°46'46"	331.41'	S 16°12'23" E	329.77'
C218	260.00'	21°00'46"	95.36'	S 16°49'23" E	94.82'

CURVE TABLE FOR CENTERLINE DATA					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C24	300.00'	21°00'46"	110.02'	S 16°49'23" E	109.41'
C25	1000.00'	19°46'46"	345.22'	N 16°12'23" W	343.51'
C28	600.00'	20°12'39"	211.65'	S 78°07'46" W	210.55'
C29	150.00'	43°48'16"	114.68'	N 66°19'57" E	111.91'
C30	220.00'	100°31'29"	385.99'	N 05°49'56" W	338.35'
C31	230.00'	4°23'37"	17.64'	S 52°43'40" E	17.63'
C32	73.99'	22°07'39"	28.57'	N 61°17'43" W	28.40'
C34	300.00'	14°26'51"	75.65'	S 13°32'25" E	75.45'

CURVE TABLE FOR RIGHT-OF-WAY DATA					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C45	42.00'	67°39'11"	49.59'	N 84°22'00" W	46.76'
C46	260.00'	4°23'37"	19.94'	S 52°43'40" E	19.93'
C47	190.00'	100°31'29"	333.35'	N 05°49'56" W	292.21'
C48	120.00'	43°48'16"	91.74'	N 66°19'57" E	89.53'
C49	630.00'	20°08'07"	221.40'	S 78°10'01" W	220.26'
C50	25.00'	105°35'03"	46.07'	S 59°06'31" E	39.82'
C51	1040.00'	19°46'46"	359.03'	N 16°12'23" W	357.25'
C219	260.00'	13°47'01"	62.55'	S 13°41'09" E	62.40'

CURVE TABLE FOR LOT AND TRACT DATA					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C72	62.00'	18°11'37"	19.69'	N 70°54'13" E	19.60'
C73	260.00'	4°11'56"	19.05'	S 52°37'49" E	19.05'
C74	260.00'	0°11'41"	0.88'	S 54°49'38" E	0.88'
C85	75.00'	100°28'56"	131.53'	N 05°48'40" W	115.31'
C86	75.00'	38°43'24"	50.69'	N 63°47'31" E	49.73'
C87	33.00'	90°38'35"	52.21'	S 39°00'18" W	46.93'
C99	75.00'	9°24'20"	12.31'	N 51°20'58" W	12.30'
C204	190.00'	20°17'44"	67.30'	N 45°56'49" W	66.95'
C205	190.00'	69°42'39"	231.17'	N 00°56'38" W	217.17'
C206	190.00'	10°31'06"	34.88'	N 39°10'15" E	34.83'
C207	120.00'	38°32'06"	80.71'	N 63°41'52" E	79.20'
C208	120.00'	5°16'10"	11.04'	N 85°36'00" E	11.03'
C209	630.00'	5°31'13"	60.70'	S 85°28'28" W	60.68'
C210	630.00'	6°22'46"	70.14'	S 79°31'29" W	70.11'
C211	630.00'	8°14'08"	90.56'	S 72°13'02" W	90.48'
C212	75.00'	7°29'50"	9.81'	N 79°24'16" E	9.81'
C213	75.00'	31°13'33"	40.87'	N 60°02'35" E	40.37'
C214	75.00'	35°56'37"	47.05'	N 26°27'30" E	46.28'
C215	75.00'	15°20'25"	20.08'	N 00°48'59" E	20.02'
C216	75.00'	39°47'34"	52.09'	N 26°45'01" W	51.05'

CURVE TABLE FOR EASEMENT(S) DATA					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C128	25.00'	131°23'31"	57.33'	S 59°22'46" W	45.57'
C129	25.00'	90°31'48"	39.50'	S 51°34'53" E	35.52'
C144	200.00'	8°53'26"	31.03'	N 07°11'20" W	31.00'
C145	200.00'	15°39'16"	54.64'	N 06°53'00" W	54.47'
C157	1040.00'	3°51'51"	70.14'	N 24°09'51" W	70.13'

"HAVEN at RIVERTOWN-PHASE ONE"
(Map Book 103, pages 80-89)

LINE TABLE FOR PLAT BOUNDARY		
LINE	BEARING	DISTANCE
L141	N 75°09'10" W	80.00'

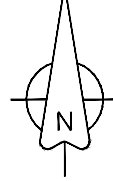
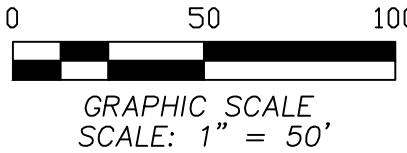
LINE TABLE FOR CENTERLINE DATA		
LINE	BEARING	DISTANCE
L12	S 68°01'26" W	72.21'
L13	S 88°14'05" W	26.90'
L14	N 50°32'24" W	9.25'

LINE TABLE FOR EASEMENT(S) DATA		
LINE	BEARING	DISTANCE
L99	S 06°18'59" E	367.00'
L106	S 02°44'37" E	53.71'
L107	S 11°38'03" E	31.02'
L108	N 00°56'37" E	53.37'
L109	S 14°42'38" E	42.51'
L115	S 15°17'49" E	29.82'
L116	S 30°36'43" E	40.93'

LINE TABLE FOR RIGHT-OF-WAY DATA		
LINE	BEARING	DISTANCE
L16	N 50°32'24" W	8.80'
L17	N 88°14'05" E	26.90'

LINE TABLE FOR LOT AND TRACT DATA		
LINE	BEARING	DISTANCE
L23	N 54°55'28" W	3.89'
L137	N 82°30'57" E	9.78'
L138	N 87°29'41" E	13.75'
L139	S 85°56'58" W	23.08'

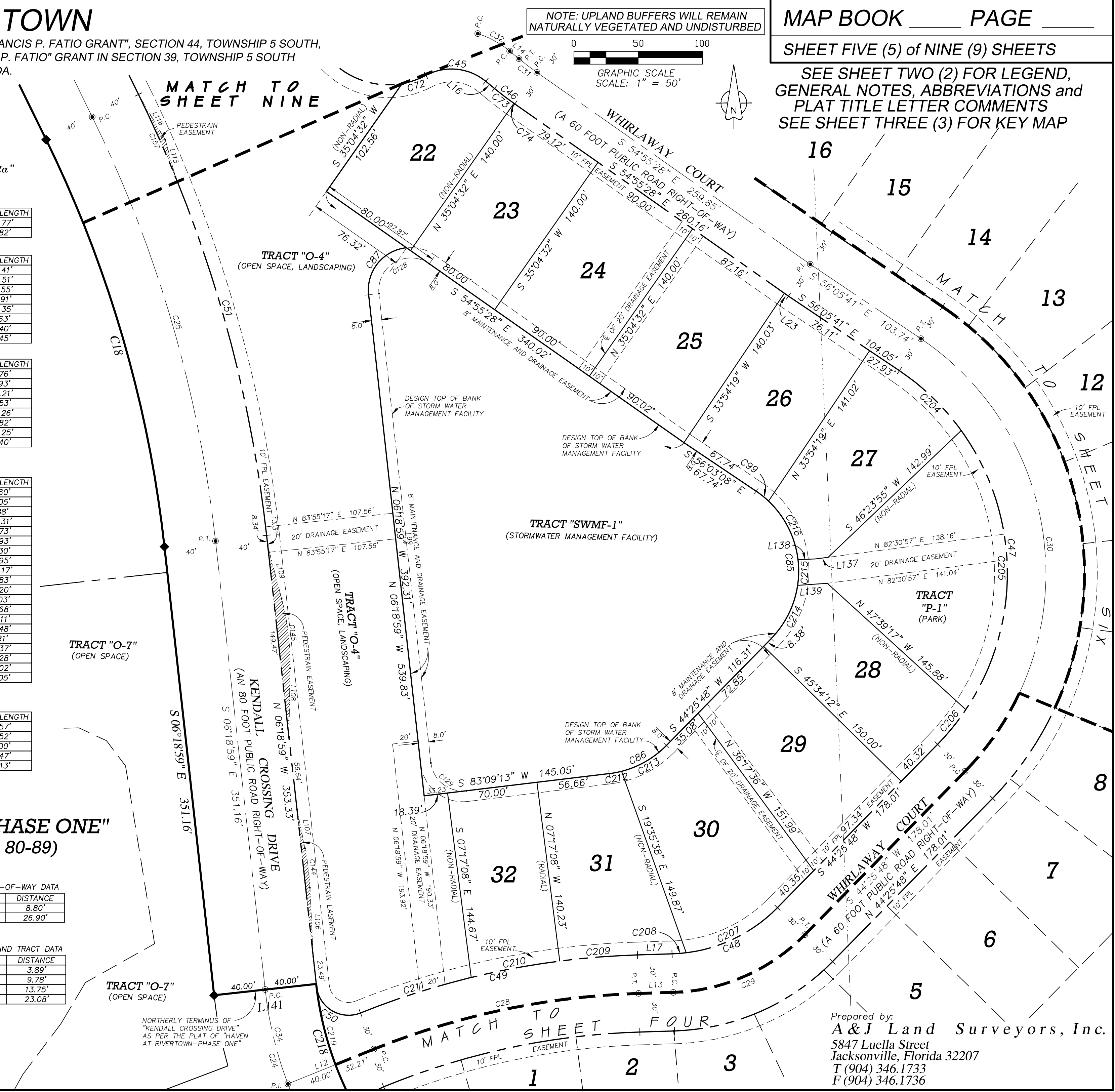
NOTE: UPLAND BUFFERS WILL REMAIN NATURALLY VEGETATED AND UNDISTURBED



MAP BOOK PAGE

SHEET FIVE (5) of NINE (9) SHEETS

SEE SHEET TWO (2) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS and PLAT TITLE LETTER COMMENTS
SEE SHEET THREE (3) FOR KEY MAP

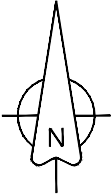
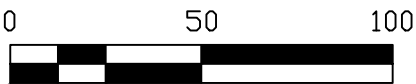


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ESTATES at RIVERTOWN

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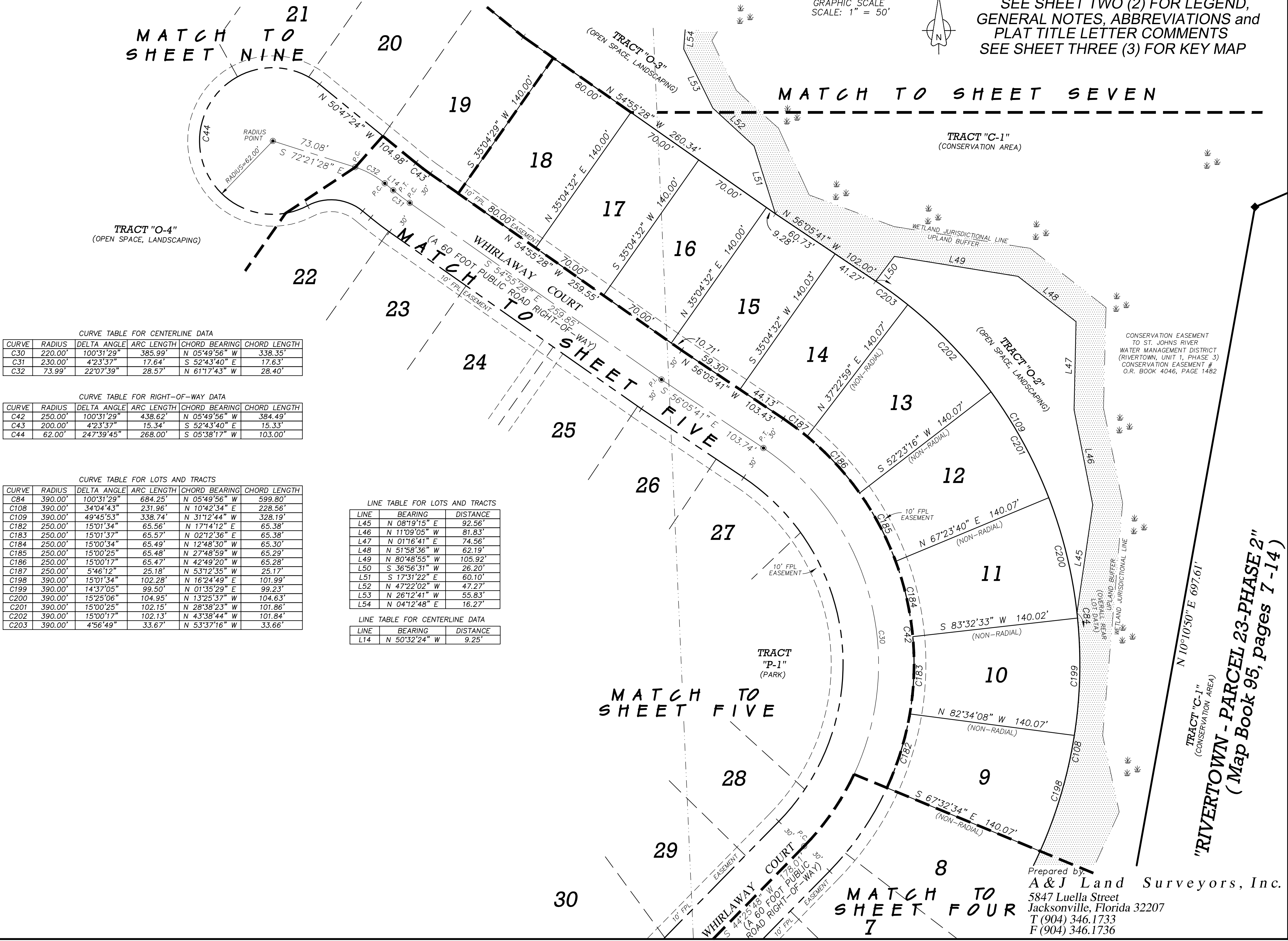
NOTE: UPLAND BUFFERS WILL REMAIN NATURALLY VEGETATED AND UNDISTURBED



MAP BOOK _____ PAGE _____

SHEET SIX (6) of NINE (9) SHEETS

SEE SHEET TWO (2) FOR LEGEND,
GENERAL NOTES, ABBREVIATIONS and
PLAT TITLE LETTER COMMENTS
SEE SHEET THREE (3) FOR KEY MAP



CURVE TABLE FOR CENTERLINE DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C30	220.00'	100°31'29"	385.99'	N 05°49'56" W	338.35'
C31	230.00'	4°23'37"	17.64'	S 52°43'40" E	17.63'
C32	73.99'	22°07'39"	28.57'	N 61°17'43" W	28.40'

CURVE TABLE FOR RIGHT-OF-WAY DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C42	250.00'	100°31'29"	438.62'	N 05°49'56" W	384.49'
C43	200.00'	4°23'37"	15.34'	S 52°43'40" E	15.33'
C44	62.00'	247°39'45"	268.00'	S 05°38'17" W	103.00'

CURVE TABLE FOR LOTS AND TRACTS

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C84	390.00'	100°31'29"	684.25'	N 05°49'56" W	599.80'
C108	390.00'	34°04'43"	231.96'	N 10°42'34" E	228.56'
C109	390.00'	49°45'53"	338.74'	N 31°12'44" W	328.19'
C182	250.00'	15°01'34"	65.56'	N 17°14'12" E	65.38'
C183	250.00'	15°01'37"	65.57'	N 02°12'36" E	65.38'
C184	250.00'	15°00'34"	65.49'	N 12°48'30" W	65.30'
C185	250.00'	15°00'25"	65.48'	N 27°48'59" W	65.29'
C186	250.00'	15°00'17"	65.47'	N 42°49'20" W	65.28'
C187	250.00'	5°46'12"	25.18'	N 53°12'35" W	25.17'
C198	390.00'	15°01'34"	102.28'	N 16°24'49" E	101.99'
C199	390.00'	14°37'05"	99.50'	N 01°35'29" E	99.23'
C200	390.00'	15°25'06"	104.95'	N 13°25'37" W	104.63'
C201	390.00'	15°00'25"	102.15'	N 28°38'23" W	101.86'
C202	390.00'	15°00'17"	102.13'	N 43°38'44" W	101.84'
C203	390.00'	4°56'49"	33.67'	N 53°37'16" W	33.66'

LINE TABLE FOR LOTS AND TRACTS

LINE	BEARING	DISTANCE
L45	N 08°19'15" E	92.56'
L46	N 11°09'05" W	81.83'
L47	N 01°16'41" E	74.56'
L48	N 51°58'36" W	62.19'
L49	N 80°48'55" W	105.92'
L50	S 36°56'31" W	26.20'
L51	S 17°31'22" E	60.10'
L52	N 47°22'02" W	47.27'
L53	N 26°12'41" W	55.83'
L54	N 04°12'48" E	16.27'

LINE TABLE FOR CENTERLINE DATA

LINE	BEARING	DISTANCE
L14	N 50°32'24" W	9.25'

"RIVERTOWN - PARCEL 23-PHASE 2"
(Map Book 95, pages 7-14)

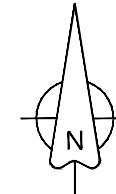
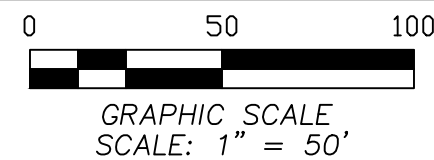
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"Unplatted lands of the Francis P.
Fatio Grant, Section 39, Township 5
South, Range 27 East, St. Johns County, Florida"

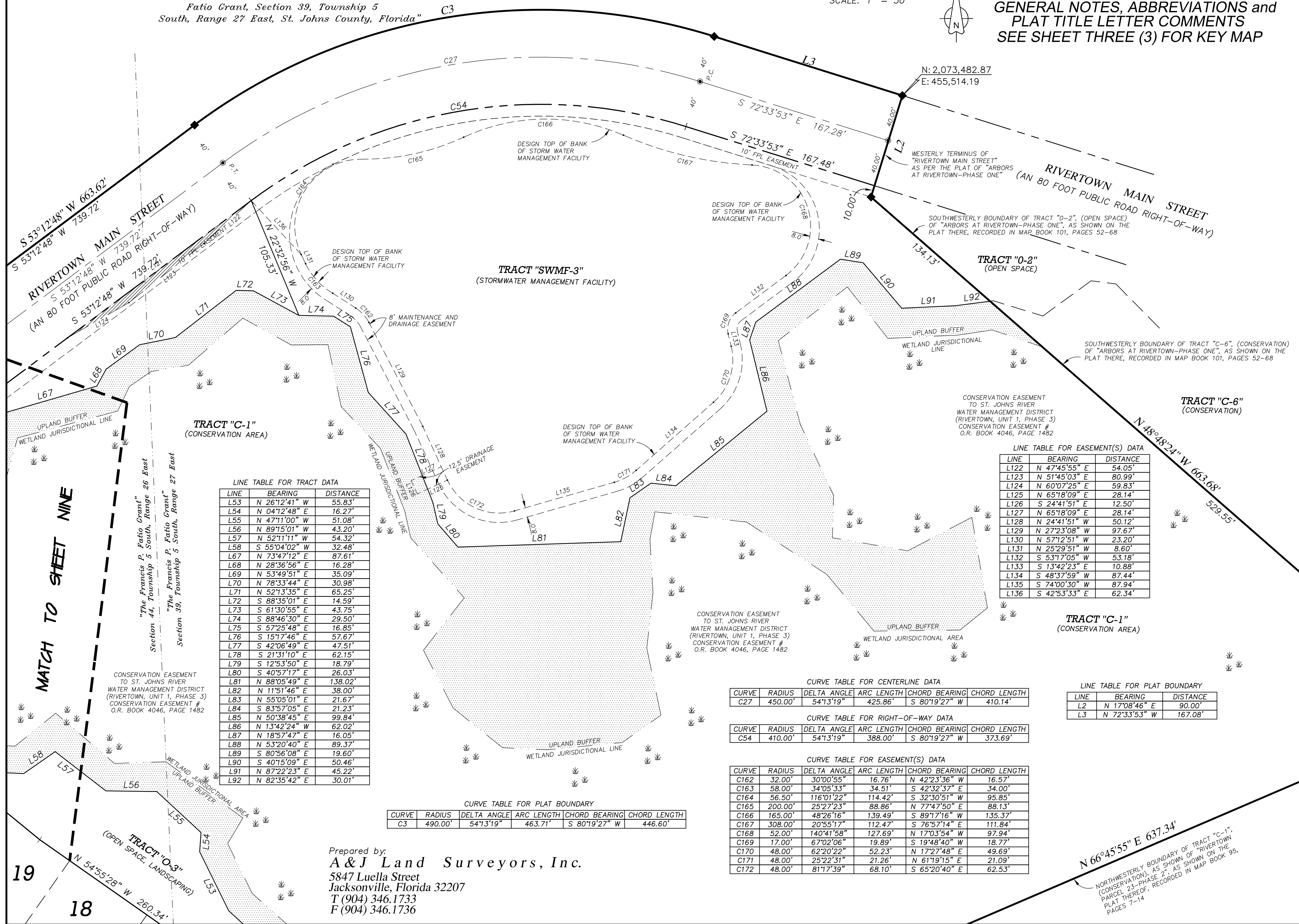
NOTE: UPLAND BUFFERS WILL REMAIN
NATURALLY VEGETATED AND UNDISTURBED



MAP BOOK _____ PAGE _____

SHEET SEVEN (7) of NINE (9) SHEETS

SEE SHEET TWO (2) FOR LEGEND,
GENERAL NOTES, ABBREVIATIONS and
PLAT TITLE LETTER COMMENTS
SEE SHEET THREE (3) FOR KEY MAP



LINE TABLE FOR TRACT DATA

LINE	BEARING	DISTANCE
L53	N 26°12'41" W	55.83'
L54	N 04°12'48" E	16.27'
L55	N 47°11'00" W	51.08'
L56	N 89°15'01" W	43.20'
L57	N 52°11'11" W	54.32'
L58	S 55°04'02" W	32.48'
L67	N 73°47'12" E	87.61'
L68	N 28°36'56" E	16.28'
L69	N 53°49'51" E	35.09'
L70	N 78°33'44" E	30.98'
L71	N 52°13'35" E	65.25'
L72	S 88°35'01" E	14.59'
L73	S 61°30'55" E	43.75'
L74	S 88°46'30" E	29.50'
L75	S 57°25'48" E	16.85'
L76	S 15°17'46" E	57.67'
L77	S 42°06'49" E	47.51'
L78	S 21°31'10" E	62.15'
L79	S 12°53'50" E	18.79'
L80	S 40°57'17" E	26.03'
L81	N 88°05'49" E	138.02'
L82	N 11°51'46" E	38.00'
L83	N 55°05'01" E	21.67'
L84	S 83°57'05" E	21.23'
L85	N 50°38'45" E	99.84'
L86	N 13°42'24" W	62.02'
L87	N 18°57'47" E	16.05'
L88	N 53°20'40" E	89.37'
L89	S 80°56'08" E	19.60'
L90	S 40°15'09" E	50.46'
L91	N 87°22'23" E	45.22'
L92	N 82°35'42" E	30.01'

CURVE TABLE FOR PLAT BOUNDARY

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C3	490.00'	54°13'19"	463.71'	S 80°19'27" W	446.60'

CURVE TABLE FOR CENTERLINE DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C27	450.00'	54°13'19"	425.86'	S 80°19'27" W	410.14'

CURVE TABLE FOR RIGHT-OF-WAY DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C54	410.00'	54°13'19"	388.00'	S 80°19'27" W	373.69'

CURVE TABLE FOR EASEMENT(S) DATA

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C162	32.00'	30°00'55"	16.76'	N 42°23'36" W	16.57'
C163	58.00'	34°05'33"	34.51'	S 42°32'37" E	34.00'
C164	56.50'	116°01'22"	114.42'	S 32°30'51" W	95.85'
C165	200.00'	25°27'23"	88.86'	N 77°47'50" E	88.13'
C166	165.00'	48°26'16"	139.49'	S 89°17'16" W	135.37'
C167	308.00'	20°55'17"	112.47'	S 76°57'14" E	111.84'
C168	52.00'	140°41'58"	127.69'	N 17°03'54" W	97.94'
C169	17.00'	67°02'06"	19.89'	S 19°48'40" W	18.77'
C170	48.00'	62°20'22"	52.23'	N 17°27'48" E	49.69'
C171	48.00'	25°22'31"	21.26'	N 61°19'15" E	21.09'
C172	48.00'	81°17'39"	68.10'	S 65°20'40" E	62.53'

LINE TABLE FOR EASEMENT(S) DATA

LINE	BEARING	DISTANCE
L122	N 47°45'55" E	54.05'
L123	N 51°45'03" E	80.99'
L124	N 60°07'25" E	59.83'
L125	N 65°18'09" E	28.14'
L126	S 24°41'51" E	12.50'
L127	N 65°18'09" E	28.14'
L128	N 24°41'51" W	50.12'
L129	N 27°23'08" W	97.67'
L130	N 57°12'51" W	23.20'
L131	N 25°29'51" W	8.60'
L132	S 53°17'05" W	53.18'
L133	S 13°42'23" E	10.88'
L134	S 48°37'59" W	87.44'
L135	S 74°00'30" W	87.94'
L136	S 42°53'33" E	62.34'

TRACT "C-1"
(CONSERVATION AREA)

LINE TABLE FOR PLAT BOUNDARY

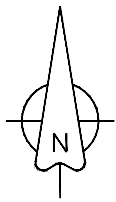
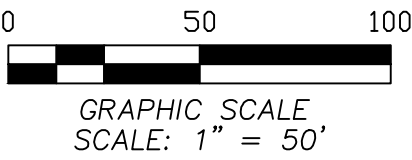
LINE	BEARING	DISTANCE
L2	N 17°08'46" E	90.00'
L3	N 72°33'53" W	167.08'

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ESTATES at RIVERTOWN

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NOTE: UPLAND BUFFERS WILL REMAIN NATURALLY VEGETATED AND UNDISTURBED



SEE SHEET TWO (2) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS and PLAT TITLE LETTER COMMENTS
SEE SHEET THREE (3) FOR KEY MAP

CURVE TABLE FOR PLAT BOUNDARY					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C16	790.00'	2°40'03"	36.78'	N 69°47'14" E	36.77'
C17	25.00'	85°27'01"	37.28'	S 68°49'17" E	33.92'
C286	53.00'	55°59'43"	51.80'	N 58°48'05" W	49.76'
C287	183.74'	101°05'18"	324.18'	N 36°15'18" W	283.74'
C288	50.00'	151°35'15"	132.28'	N 61°30'15" W	96.94'
C289	2237.79'	4°35'45"	179.50'	S 45°00'00" W	179.46'
C290	1281.30'	7°47'47"	174.35'	S 45°20'42" W	174.21'
C291	167.00'	48°12'56"	140.53'	S 65°33'16" W	136.42'
C292	80.00'	79°49'34"	111.46'	S 49°44'57" W	102.66'
C293	50.00'	79°26'11"	69.32'	S 29°52'56" E	63.90'
C294	4625.44'	1°04'53"	87.30'	S 70°08'28" E	87.30'
C295	158.00'	13°59'54"	38.60'	S 77°40'51" E	38.51'
C296	242.00'	23°35'18"	99.63'	S 72°53'09" E	98.93'
C297	188.00'	39°17'16"	128.91'	S 80°44'08" E	126.40'
C298	492.00'	17°35'41"	151.09'	N 88°25'05" E	150.49'
C299	133.00'	53°38'21"	124.51'	N 70°23'44" E	120.01'

LINE TABLE FOR PLAT BOUNDARY		
LINE	BEARING	DISTANCE
L141	S 09°50'10" W	16.84'

CURVE TABLE FOR CENTERLINE DATA					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C26	750.00'	17°54'27"	234.41'	N 62°10'02" E	233.46'
C35	750.00'	7°14'38"	94.82'	N 67°29'56" E	94.76'
C36	750.00'	10°39'49"	139.59'	N 58°32'43" E	139.39'

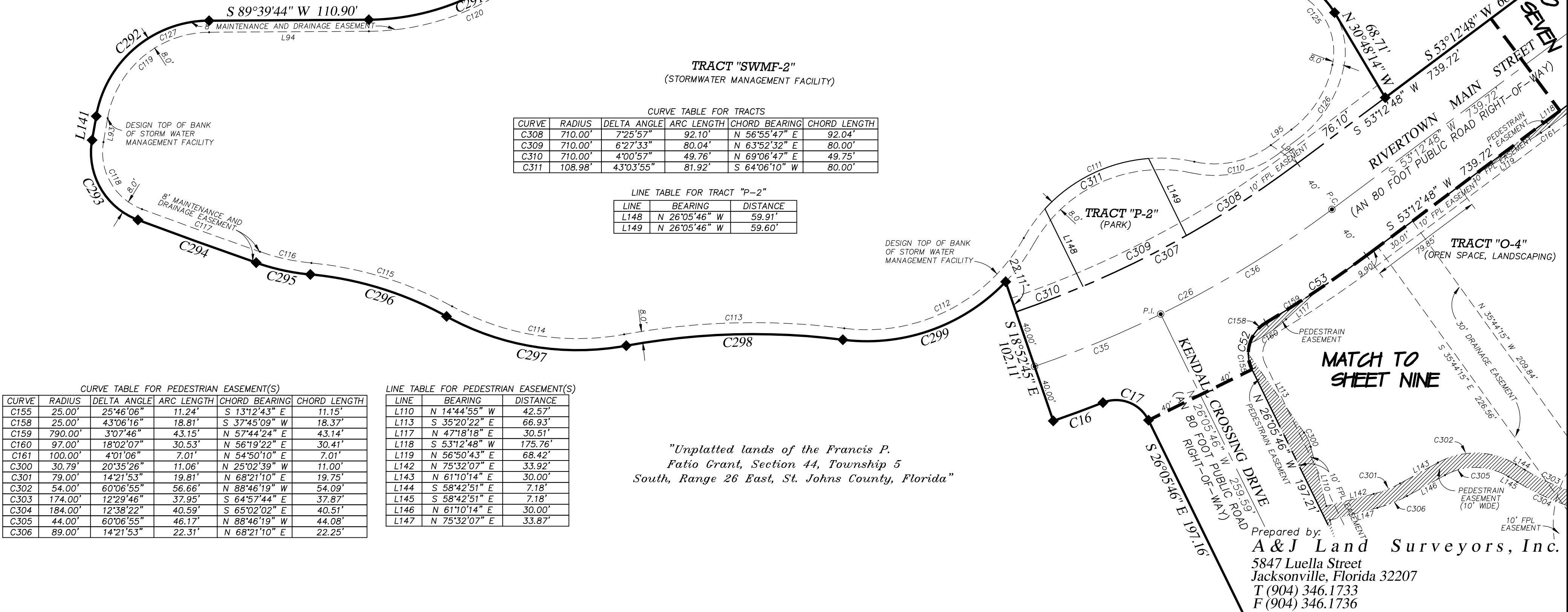
CURVE TABLE FOR RIGHT-OF-WAY DATA					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C52	25.00'	85°24'03"	37.26'	S 16°36'15" W	33.91'
C53	790.00'	6°05'29"	83.99'	N 56°15'32" E	83.95'
C307	710.00'	17°54'27"	221.91'	N 62°10'02" E	221.01'

CURVE TABLE FOR 8' MAINTENANCE & DRAINAGE EASEMENT					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C110	65.00'	49°24'52"	56.06'	N 77°43'40" E	54.34'
C111	108.98'	73°03'29"	138.97'	S 65°54'21" W	129.74'
C112	125.00'	67°50'19"	148.00'	N 63°17'45" E	139.51'
C113	500.00'	17°35'41"	153.54'	S 88°25'05" W	152.94'
C114	180.00'	39°17'16"	123.43'	S 80°44'08" E	121.02'
C115	250.00'	23°35'18"	102.92'	N 72°53'09" W	102.20'
C116	150.00'	13°59'54"	36.65'	S 77°40'51" E	36.56'
C117	4617.45'	1°04'53"	87.15'	S 70°08'28" E	87.14'
C118	42.00'	79°26'11"	58.23'	S 29°52'56" E	53.68'
C119	72.00'	79°49'34"	100.31'	S 49°44'57" W	92.39'
C120	175.00'	48°12'56"	147.27'	N 65°33'16" E	142.96'
C121	1273.30'	7°48'09"	173.40'	S 45°20'53" W	173.26'
C122	2245.79'	4°35'58"	180.28'	N 45°00'07" E	180.23'
C123	42.00'	151°35'15"	111.12'	N 61°30'15" W	81.43'
C124	191.74'	101°05'18"	338.30'	S 36°15'18" E	296.09'
C125	45.00'	98°30'26"	77.37'	N 37°32'44" W	68.18'
C126	75.41'	41°18'45"	54.37'	N 32°21'51" E	53.20'
C127	72.00'	43°53'53"	55.16'	S 67°42'48" W	53.82'

"Unplatted lands of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida"

LINE TABLE FOR 8' MAINTENANCE & DRAINAGE EASEMENT		
LINE	BEARING	DISTANCE
L93	S 09°50'10" W	16.85'
L94	S 89°39'44" W	110.90'
L95	N 53°01'14" E	17.91'
L96	S 55°42'10" E	22.38'

"Unplatted lands of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida"



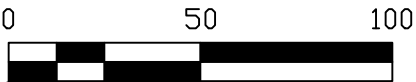
ESTATES at RIVERTOWN

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, AND A PORTION OF THE "FRANCIS P. FATIO" GRANT, IN SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, ALL IN ST. JOHNS COUNTY, FLORIDA.

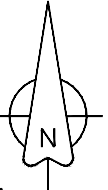
SEE SHEET TWO (2) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS and PLAT TITLE LETTER COMMENTS
SEE SHEET THREE (3) FOR KEY MAP

MATCH TO SHEET 7

NOTE: UPLAND BUFFERS WILL REMAIN NATURALLY VEGETATED AND UNDISTURBED



GRAPHIC SCALE
SCALE: 1" = 50'



LINE TABLE FOR CENTERLINE DATA		
LINE	BEARING	DISTANCE
L14	N 50°32'24" W	9.25'

LINE TABLE FOR PEDESTRIAN EASEMENT		
LINE	BEARING	DISTANCE
L110	N 14°44'55" W	42.57'
L113	S 35°20'22" E	66.93'
L115	S 15°17'49" E	29.82'
L116	S 30°36'43" E	40.93'
L117	N 47°18'18" E	30.51'
L118	S 53°12'48" W	175.76'
L119	N 56°50'43" E	68.42'
L120	N 52°49'37" E	72.07'
L142	N 75°32'07" E	33.92'
L143	N 61°10'14" E	30.00'
L144	S 58°42'51" E	7.18'
L145	S 58°42'51" E	7.18'
L146	N 61°10'14" E	30.00'
L147	N 75°32'07" E	33.87'

CURVE TABLE FOR CENTERLINE DATA					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C25	1000.00'	19°46'46"	345.22'	N 16°12'23" W	343.51'
C26	750.00'	17°54'27"	234.41'	N 62°10'02" E	233.46'
C31	230.00'	4°23'37"	17.64'	S 52°43'40" E	17.63'
C32	73.99'	22°07'39"	28.57'	N 61°17'43" W	28.40'
C35	750.00'	7°14'38"	94.82'	N 67°29'56" E	94.76'
C36	750.00'	10°39'49"	139.59'	N 58°32'43" E	139.39'

CURVE TABLE FOR RIGHT-OF-WAY DATA					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C43	200.00'	4°23'37"	15.34'	S 52°43'40" E	15.33'
C44	62.00'	247°39'45"	268.00'	S 05°38'17" W	103.00'
C51	1040.00'	19°46'46"	359.03'	N 16°12'23" W	357.25'
C52	25.00'	85°24'03"	37.26'	S 16°36'15" W	33.91'
C53	790.00'	6°05'29"	83.99'	N 56°15'32" E	83.95'

CURVE TABLE FOR LOTS AND TRACTS					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C71	62.00'	161°08'57"	174.38'	S 19°25'30" E	122.33'
C188	62.00'	10°17'47"	11.14'	N 55°40'44" W	11.13'
C189	62.00'	58°01'24"	62.79'	N 89°50'20" W	60.14'
C217	710.00'	17°54'27"	221.91'	N 62°10'02" E	221.01'
C218	710.00'	7°25'57"	92.10'	N 56°55'47" E	92.04'
C219	710.00'	6°27'33"	80.04'	N 63°52'32" E	80.00'
C220	710.00'	4°00'57"	49.76'	N 69°06'47" E	49.75'
C221	108.98'	43°03'55"	81.92'	S 64°06'10" W	80.00'

LINE TABLE FOR LOTS AND TRACTS		
LINE	BEARING	DISTANCE
L18	N 28°51'02" W	36.01'
L51	S 17°31'22" E	60.10'
L52	N 47°22'02" W	47.27'
L53	N 26°12'41" W	55.83'
L54	N 04°12'48" E	16.27'
L55	N 47°11'00" W	51.08'
L56	N 89°15'01" W	43.20'
L57	N 52°11'11" W	54.32'
L58	S 55°04'02" W	32.48'
L59	N 87°25'21" W	58.12'
L60	N 27°50'34" E	40.25'
L61	N 33°14'43" E	23.09'
L62	N 65°06'47" E	29.60'
L63	N 13°01'31" W	35.38'
L64	N 37°13'57" E	90.13'
L65	N 13°54'31" E	53.23'
L66	N 35°55'59" E	7.05'
L67	N 73°47'12" E	87.61'
L68	N 28°36'56" E	16.28'
L140	S 26°05'46" E	59.60'
L141	S 26°05'46" E	59.91'

MATCH TO SHEET 7

MATCH TO SHEET 18

MATCH TO SHEET 17

MATCH TO SHEET 23

MATCH TO SHEET 24

MATCH TO SHEET 25

TRACT "SWMF-2"
(STORMWATER MANAGEMENT FACILITY)

TRACT "P-1"
(PARK)

TRACT "O-4"
(OPEN SPACE, LANDSCAPING)

TRACT "C-1"
(CONSERVATION AREA)

CONSERVATION EASEMENT
TO ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT
(RIVERTOWN, UNIT 1, PHASE 3)
CONSERVATION EASEMENT #
O.R. BOOK 4046, PAGE 1482

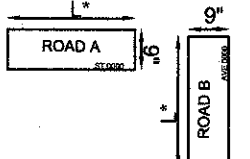
TRACT "O-3"
(OPEN SPACE, LANDSCAPING)

"Unplatted lands of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, St. Johns County, Florida"

CURVE TABLE FOR PLAT BOUNDARY					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C16	790.00'	2°40'03"	36.78'	N 69°47'14" E	36.77'
C17	25.00'	85°27'01"	37.28'	S 68°49'17" E	33.92'
C18	960.00'	19°46'46"	331.41'	N 16°12'23" W	329.77'
C286	53.00'	55°59'43"	51.80'	N 58°48'05" W	49.76'
C287	183.74'	101°05'18"	324.18'	N 36°15'18" W	283.74'
C299	133.00'	53°38'21"	124.51'	N 70°23'44" E	120.01'

CURVE TABLE FOR PEDESTRIAN EASEMENT(S)					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C142	62.00'	20°36'24"	22.30'	S 50°50'46" W	22.18'
C143	62.00'	32°25'15"	35.08'	S 24°19'57" W	34.62'
C155	25.00'	25°46'06"	11.24'	S 13°12'43" E	11.15'
C157	1040.00'	3°51'51"	70.14'	N 24°09'51" W	70.13'
C158	25.00'	43°06'16"	18.81'	S 37°45'09" W	18.37'
C159	790.00'	3°07'46"	43.15'	N 57°44'24" E	43.14'
C160	97.00'	18°02'07"	30.53'	N 56°19'22" E	30.41'
C161	100.00'	4°01'06"	7.01'	N 54°50'10" E	7.01'
C300	30.79'	20°35'26"	11.06'	N 25°02'39" W	11.00'
C301	79.00'	14°21'53"	19.81'	N 68°21'10" E	19.75'
C302	54.00'	60°06'55"	56.66'	N 88°46'19" W	54.09'
C303	174.00'	12°29'46"	37.95'	S 64°57'44" E	37.87'
C304	184.00'	12°38'22"	40.59'	S 65°02'02" E	40.51'
C305	44.00'	60°06'55"	46.17'	N 88°46'19" W	44.08'
C306	89.00'	14°21'53"	22.31'	N 68°21'10" E	22.25'

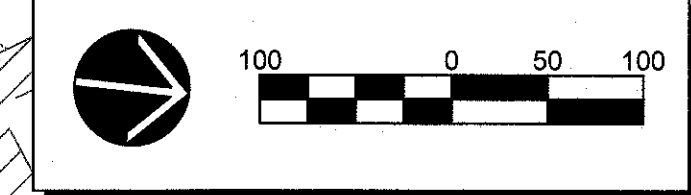
A & J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
T (904) 346.1733
F (904) 346.1736

1. ALL INTERSECTIONS TO BE PROVIDED WITH D-3 STREET SIGNS.
2. DESIGN SPEED: 30MPH, POSTED SPEED: 25MPH.

3. ALL BLUE RPMs ARE TO BE PLACED AT FIRE HYDRANT LOCATIONS PER TRAFFIC ENGINEERING MANUAL, TOPIC NO. 750-000-005.
4. ALL STRIPING WITHIN THE PUBLIC R/W SHALL BE 6" WIDE THERMOPLASTIC UNLESS OTHERWISE NOTED. ONSITE STRIPING MAY BE PAINTED.
5. ALL PATHS AND SIDEWALKS WITHIN COMMON AREAS AND WITH R/W NOT FRONTING LOTS TO BE CONSTRUCTED WITH INFRASTRUCTURE.
6. ALL CURB-CUT RAMP ARE TO BE CONSTRUCTED WITH INFRASTRUCTURE AND SHOWN ON THE AS-BUILT SURVEY.
7. ALL SIGNING SHALL HAVE DIAMOND GRADE HIGH REFLECTIVITY SHEETING.
8. ALL CROSSWALKS SHALL BE "SPECIAL EMPHASIS" IN ACCORDANCE WITH FDOT INSTEAD 711 SECTION 10 OF 14, INDEX 17349, SCHEME 1 AS WELL AS SECTION 3B.18 OF THE MUTCD.

LEGEND

- WETLAND IMPACTS
- UPLAND BUFFER
- JURISDICTIONAL WETLAND
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SECOND LIFT ASPHALT PAVEMENT
- SILT FENCE
- ROAD CENTERLINE
- RIGHT OF WAY
- UTILITY EASEMENT

SITE DATA TABLE	
PROJECT AREA	9.52 AC *
IMPERVIOUS AREA	1.85 AC
PERVIOUS AREA	7.67 AC
UPLAND PRESERVATION	0.17 AC
IMPACTED WETLAND	1.17 AC
* ADDITIONAL AREA IS IDENTIFIED FOR A FUTURE PARCEL THAT WILL BE PERMITTED SEPARATELY	



PROSSER™
Community • Management • Energy • Relationships

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

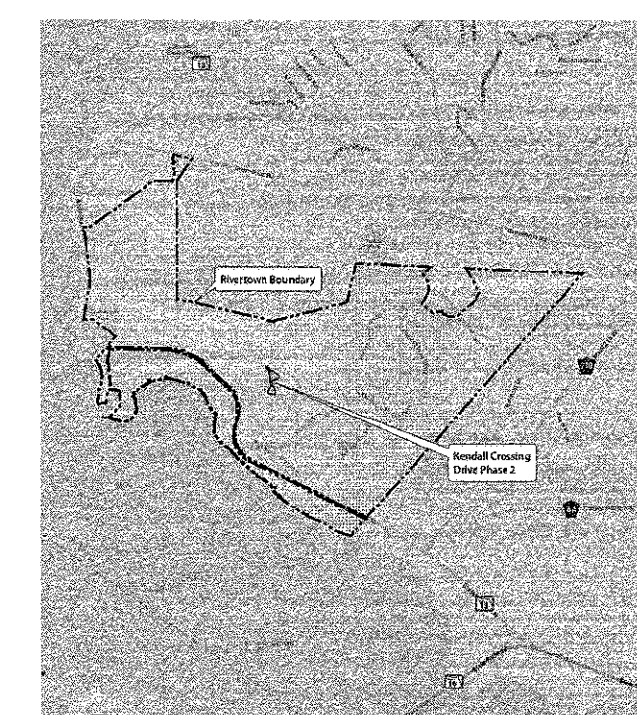
Office 904.739.3655
Fax 904.730.3413

www.prosserinc.com

Florida Certificate of Authorization
Number: 00004050

RIVERTOWN
mattamy TEXAS

**KENDALL
CROSSING DR.
PHASE 2**



DATE : 03/15/2019
PROJECT NO. : 113094.59
DESIGNED BY : RPS
DRAWN BY : MAR
SCALE : AS NOTED

[illegible]

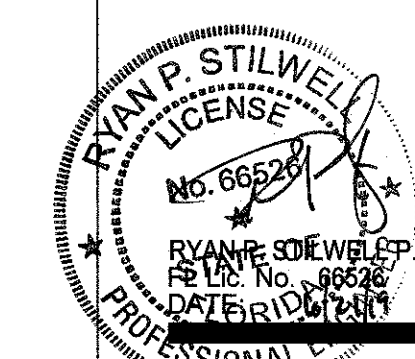
THIS DRAWING NOT RELEASED FOR
CONSTRUCTION UNLESS SO NOTED
ABOVE

SHEET TITLE

OVERALL SITE PLAN

C-2.01

S H E E T



**AFFIDAVIT REGARDING COSTS PAID
[ACQUISITION OF KENDALL CROSSING DRIVE PHASE 2
AND MAIN STREET EXTENSION PHASE 2]**

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 III Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Rivers Edge III Community Development District Master Improvement Plan Report*, dated June 5, 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 in the amount of **\$435,505**, 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]

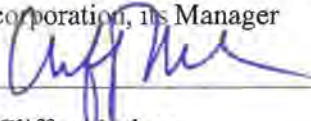
Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding Costs Paid and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 11 day of January, 2021.

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

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

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



By: Clifford Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of (check one) ☒ physical presence or ☐ online notarization this 12 day of January, 2021, by Clifford Nelson, Vice President of Mattamy Jacksonville LLC, who (check one) ☒ is personally known to me or ☐ produced _____ as identification.

(NOTARY SEAL)


Notary Public Signature

Rebecca Burden
(Name typed, printed or stamped)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____



EXHIBIT A: Description of Improvements and Work Product

Improvements: All roadways including earthwork, roadbed, surfacing, curb, and drainage systems, as well as signage, entry monuments and features, pavers, walkways, sidewalks, and related 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 the rights-of-way titled "Rivertown Main Street" and "Kendall Crossing Drive," as identified on the proposed Plat titled "Estates at Rivertown" attached hereto.

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

<u>Contractor</u>	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Reimbursable Amount</u>
<i>Kendall Crossing Drive Phase 2 & Main Street Extension Phase 2 Improvements</i>			
Burnham Construction	\$3,291,120	\$390,858	\$3,681,978
Randy Suggs Landscaping Inc	\$756,415	\$29,647	\$786,062
Trinity Underground, Inc	\$101,752	\$0	\$101,752
First Coast Electric Inc	\$101,572	\$0	\$101,572
ECS Florida	\$20,400	\$0	\$20,400
JEA	\$10,451	\$0	\$10,451
G.G. Excavation & Construction	\$5,345	\$0	\$5,345
Waste Watchers of Jacksonville	\$3,763	\$0	\$3,763
Verdego LLC	\$2,036	\$0	\$2,036
<i>Kendall Crossing Drive Phase 2 & Main Street Extension Phase 2 Work Product</i>			
Prosser	\$376,119	\$5,000	\$381,119
Smith, DJ	\$29,662	\$0	\$29,662
Letter of Credit Fees	\$16,422	\$10,000	\$26,422
A&J Land Surveyors, Inc.	\$10,460	\$0	\$10,460
St. Johns County	\$5,024	\$0	\$5,024
Shaffer Engineering Group, LLC	\$3,150	\$0	\$3,150
Aero Photo	\$543	\$0	\$543
American Imaging Machine	\$166	\$0	\$166
TOTALS:	\$4,734,400	\$435,505	\$5,169,905

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR
THE CONSTRUCTION OF SAME**

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

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Contractor has provided construction services as prime general contractor in connection with the construction of certain infrastructure improvements (the “Improvements”). The Improvements constructed and acquired are more generally described in the attached **Exhibit A**.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor.

SECTION 3. WARRANTY. Contractor 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.

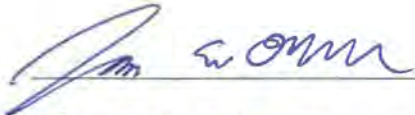
SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements identified in **Exhibit A** because of any act or omission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

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that no outstanding requests for payment exist related to the Improvements identified in **Exhibit 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. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit A**.


SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

[Signatures on following page]

ATTEST



Jacob F. O'Keefe
[print name]

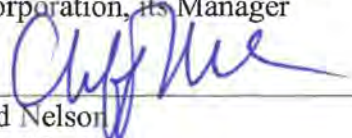


Chelsea A. O'Keefe
[print name]

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

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

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



By: Clifford Nelson
Its: Vice President

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St. Johns County	\$5,024	\$0	\$5,024
Shaffer Engineering Group, LLC	\$3,150	\$0	\$3,150
Aero Photo	\$543	\$0	\$543
American Imaging Machine	\$166	\$0	\$166
TOTALS:	\$4,734,400	\$435,505	\$5,169,905

RELEASE OF RESTRICTIONS ON RIVERS EDGE III 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 12TH day of January, 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 III 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.

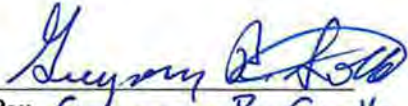
SECTION 2. RELEASE. Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all 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: Gregory R. Scott

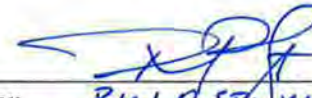


By: RYAN P. STILWELL
Its: PROSSER, INC.

Exhibit A – Description of Work Product

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was sworn and subscribed before me by means of (check one) ☒ physical presence or ☐ online notarization this 12TH day of January, 2021, by RYAN STILWELL of **Prosser Inc.**, who (check one) ☒ 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

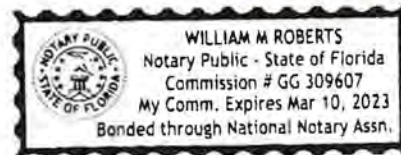


Exhibit A

Description of Work Product

All site plans, construction and development drawings, plans, and specifications, documents, , permits, zoning approvals, entitlements, demolition and excavation permits, curb cut and right-of-way permits, utility permits, 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 described below, the total cost of which to prepare being \$381,119.00:

Roadway Improvements: All roadways including earthwork, roadbed, surfacing, curb, and drainage systems, as well as signage, entry monuments and features, pavers, walkways, sidewalks, and related 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 the rights-of-way titled "Rivertown Main Street" and "Kendall Crossing Drive," as identified on the proposed Plat titled "Estates at Rivertown" attached hereto.

Stormwater 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 tracts SWMF-1, SWMF-2, and SWMF-3, all as identified on the on the proposed Plat titled "Estates at Rivertown" attached hereto, and within the Tract labeled SWMF 2 as identified on the plans for Kendall Crossing Dr. Phase 2, also attached hereto.

**DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF KENDALL CROSSING DRIVE PHASE 2, MAIN STREET
EXTENSION PHASE 2 AND STORMWATER PONDS**

January 12, 2021

Board of Supervisors
Rivers Edge III Community Development District

Re: Rivers Edge III Community Development District (St. Johns County, Florida)
Acquisition of Kendall Crossing Drive Phase 2 and Main Street Extension Phase 2

Ladies and Gentlemen:

The undersigned, a representative of Prosser, Inc. ("**District Engineer**"), as District Engineer for the Rivers Edge III 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* ("**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 III Community Development District Master Improvement Plan Report*, dated June 5, 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 **\$5,169,905**, 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 (check one) ☒ physical presence or ☐ online notarization this ____ day of January, 2020, by Ryan P. Stilwell, P.E. of Prosser, Inc. who (check one) ☒ 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: 3/23/2023

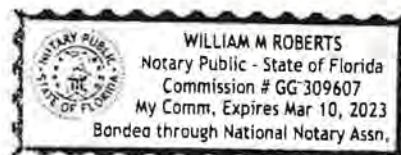


EXHIBIT A: Description of Improvements and Work Product

Improvements:

Roadway Improvements: All roadways including earthwork, roadbed, surfacing, curb, and drainage systems, as well as signage, entry monuments and features, pavers, walkways, sidewalks, and related 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 the rights-of-way titled "Rivertown Main Street" and "Kendall Crossing Drive," as identified on the proposed Plat titled "Estates at Rivertown" attached hereto.

Stormwater 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 tracts SWMF-1, SWMF-2, and SWMF-3, all as identified on the on the proposed Plat titled "Estates at Rivertown" attached hereto, and within the Tract labeled SWMF 2 as identified on the plans for Kendall Crossing Dr. Phase 2, also attached hereto.

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

<u>Contractor</u>	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Reimbursable Amount</u>
<i>Improvements</i>			
Burnham Construction	\$3,291,120	\$390,858	\$3,681,978
Randy Suggs Landscaping Inc	\$756,415	\$29,647	\$786,062
Trinity Underground, Inc	\$101,752	\$0	\$101,752
First Coast Electric Inc	\$101,572	\$0	\$101,572
ECS Florida	\$20,400	\$0	\$20,400
JEA	\$10,451	\$0	\$10,451
G.G. Excavation & Construction	\$5,345	\$0	\$5,345
Waste Watchers of Jacksonville	\$3,763	\$0	\$3,763
Verdego LLC	\$2,036	\$0	\$2,036
<i>Work Product</i>			
Prosser	\$376,119	\$5,000	\$381,119
Smith, DJ	\$29,662	\$0	\$29,662
Letter of Credit Fees	\$16,422	\$10,000	\$26,422
A&J Land Surveyors, Inc.	\$10,460	\$0	\$10,460
St. Johns County	\$5,024	\$0	\$5,024
Shaffer Engineering Group, LLC	\$3,150	\$0	\$3,150
Aero Photo	\$543	\$0	\$543
American Imaging Machine	\$166	\$0	\$166
TOTALS:	\$4,734,400	\$435,505	\$5,169,905

**CONTRACTOR RELEASE
ACQUISITION OF KENDALL CROSSING DRIVE PHASE 2
AND MAIN STREET EXTENSION PHASE 2**

THIS RELEASE is made to be effective as of the 4 day of January, 2021, by **Randy Suggs, Inc.**, a Florida Corporation with a principal address of P.O. Box 1141 Apopka, FL 32074 ("Contractor"), in favor of the **Rivers Edge III 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 agreements ("Contracts") both dated November 18, 2019, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("Developer"), and attached hereto as **Exhibit A**, Contractor has constructed for Developer certain infrastructure improvements, as described in the Contracts ("**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 Contracts, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contracts for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contracts, 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: [Signature]

STATE OF FLORIDA
COUNTY OF Orange

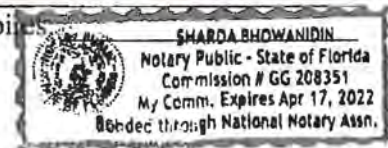
The foregoing instrument was sworn and subscribed before me by means of (check one) physical presence or online notarization this 4 day of January, 2021.
by Randy C. Suggs of Randy Suggs, Inc., who (check one) is personally known to me
or who has produced as identification, and did or
did not take the oath.

[Signature]
Notary Public, State of Florida

Print Name: Sharda Bhowanidin

Commission No.: _____

My Commission Expires _____



CONTRACTOR RELEASE
ACQUISITION OF KENDALL CROSSING DRIVE PHASE 2
AND MAIN STREET EXTENSION PHASE 2

THIS RELEASE is made to be effective as of the 4 day of January, 2021, by **First Coast Electric, Inc.**, a Florida Corporation with a mailing address of P.O. Box 60995, Jacksonville, FL 32236 ("**Contractor**"), in favor of the **Rivers Edge III 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 order agreements ("**Contracts**") both dated October 24, 2019,, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), and attached hereto as **Exhibit A**, Contractor has constructed for Developer certain infrastructure improvements, as described in the Contracts ("**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 Contracts, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contracts for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contracts, 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, INC.

By: Billy Highhouse

Its: mgr

STATE OF FLORIDA

COUNTY OF ST Johns

The foregoing instrument was sworn and subscribed before me by means of (check one) ☒ physical presence or ☐ online notarization this 4 day of January, 20201, by Billy Highhouse of First Coast Electric, Inc., who (check one) ☒ 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

Thomas L. Andrews III
Notary Public, State of Florida

Print Name: Thomas L. Andrews III

Commission No.: GG 200279

My Commission Expires: July 25, 2022

**CONTRACTOR RELEASE
ACQUISITION OF KENDALL CROSSING DRIVE PHASE 2
AND MAIN STREET EXTENSION PHASE 2**

THIS RELEASE is made to be effective as of the 5 day of January, 2021, by **Burnham Construction, Inc.**, a Florida Corporation with a principal address of 114113 Enterprise East Blvd., MacClenny, FL 32063 ("**Contractor**"), in favor of the **Rivers Edge III 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 agreements ("**Contracts**") dated October 9, 2019, and July 29, 2019, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), and attached hereto as **Exhibit A**, Contractor has constructed for Developer certain infrastructure improvements, as described in the Contracts ("**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 Contracts, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contracts for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contracts, 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.

BURNHAM CONSTRUCTION, INC.

By: Gabriel S. Powers
Its: Project Manager
Gabe Powers

STATE OF FLORIDA
COUNTY OF Baker

The foregoing instrument was sworn and subscribed before me by means of (check one) ☒ physical presence or ☐ online notarization this 5 day of January, 2021, by Gabe Powers of Burnham Construction, Inc., who (check one) ☒ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.



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

CONTRACTOR RELEASE
ACQUISITION OF KENDALL CROSSING DRIVE PHASE 2
AND MAIN STREET EXTENSION PHASE 2

THIS RELEASE is made to be effective as of the 5 day of January, 2021, by **Trinity Underground, Inc.**, a Florida Corporation with a mailing address of P.O. Box 980, Brunswick, Ga. 31521 ("**Contractor**"), in favor of the **Rivers Edge III 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 order agreements ("**Contracts**") both dated October 3, 2019; February 2, 2020; and July 7, 2020, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company ("**Developer**"), and attached hereto as **Exhibit A**, Contractor has constructed for Developer certain infrastructure improvements, as described in the Contracts ("**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 Contracts, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contracts for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contracts, 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: Thomas A. Morris
Its: [Signature]

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was sworn and subscribed before me by means of (check one) physical presence or online notarization this 5th day of January, 2021, by Thomas A. Morris of Trinity Underground, Inc., who (check one) is personally known to me or who has produced Drivers License as identification, and ✓ did or did not take the oath.



[Signature]
Notary Public, State of Florida
Print Name: Kyle M. Carmen
Commission No.: GG 087423
My Commission Expires: April 29, 2021



7800 Belfort Parkway #195
Jacksonville, FL 32256
(P) 904-279-9500

PURCHASE ORDER # 1428

E-MAIL: trinityunderground@yahoo.com

DELIVERY ADDRESS: RiverTown Main Street/Parcel 21
St Johns, FL 32259

E-MAIL: david.provost@mattamycorp.com

ISSUE DATE	DATE REQUIRED	PAYMENT TERMS	JOB NUMBER	COST CODE
10/3/2019	See Below	Net 15th/30th		

	QUANTITY	UNIT PRICE	TOTAL
<i>RiverTown Main Street/Parcel 21 - Sleeving/Road Crossings</i>	1	Lot	\$30,225.68

RiverTown Main Street/Parcel 21 - Sleeving/Road Crossings

Provide all coordination, supervision, labor, materials, tools and equipment to install a complete PVC sleeving system per the sleeve plan and proposal #1521 dated 10/1/19 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	\$30,225.68
TAX @ 6.5%	Included
FREIGHT	N/A
TOTAL	\$ 30,225.68

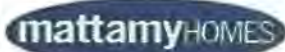
Purchase Order Numbers must be included on all invoices.

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

Purchasing Agent

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



Contract:

7800 Belfort Parkway #195
Jacksonville, FL 32256
(P) 904-279-9500

PURCHASE ORDER # 1484

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 Main Street II
St Johns, FL 32259

MATTAMY CONTACT:

PHONE: 904-235-5178

David Provost

E-MAIL: david.provost@mattamycorp.com

ISSUE DATE	DATE REQUIRED	PAYMENT TERMS	JOB NUMBER	COST CODE
2/20/2020	See Below	Net 15th/30th		

	QUANTITY	UNIT PRICE	TOTAL
<i>RiverTown Main Street Extension II - Sleeving/Road Crossings</i>	1	Lot	\$40,620.00

RiverTown Main Street Extension II - Sleeving/Road Crossings

Provide all coordination, supervision, labor, materials, tools and equipment to install a complete PVC sleeving system per the sleeve plan and proposal #1521 dated 10/1/19 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	\$40,620.00
	TAX @ 6.5%	Included
	FREIGHT	N/A
	TOTAL	\$ 40,620.00

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



7800 Belfort Parkway #195
Jacksonville, FL 32256
(P) 904-279-9500

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 Kendall II Spine Road St Johns, FL 32259	
	MATTAMY CONTACT: David Provost	PHONE: 904-235-5178 E-MAIL: david.provost@mattamycorp.com

[illegible]

Provide all coordination, supervision, labor, materials, tools and equipment to install a complete FPL conduit system per the FPL Preliminary Design drawings and the Trinity Underground proposal dated 7/6/20 including but not limited to all pipe, fittings, pull string, end caps, termination markers, as-builts, buried conduit marking and any/all misc. incidentals for a complete system.			
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- [illegible]

Purchase Order Numbers must be included on all invoices.

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

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

FIFTH ORDER OF BUSINESS

Rivers Edge III Community Development District

475 West Town Place, Suite 114

St. Augustine, Florida 32092

January ____, 2021

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

RE: Acquisition of Stormwater Ponds

Dear Mr. Perry:

The Rivers Edge III Community Development District ("District III") has acquired from Mattamy Jacksonville LLC ("Mattamy") certain improvements associated with certain stormwater ponds located within the boundaries of the Rivers Edge Community Development District ("District I" and the referenced stormwater ponds, the "Improvements"), and associated plans, designs, permits and other work product (the "Work Product"), all as more particularly set forth in **Exhibit A** attached hereto.

District III now wishes to convey to District I the Improvements and the Work Product, which support the master infrastructure system for the RiverTown community. Thank you for your consideration.

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

By: Jacob O'Keefe
Its: Chairman

ACKNOWLEDGED AND AGREED TO BY:

Chairman
Rivers Edge Community Development District

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

Enclosure

EXHIBIT A: Description of Improvements and Work Product

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 tracts SWMF-1 and SWMF-2, each as identified on the on the Plat titled "Estates at Rivertown" recorded at Book ___, Pages ___ 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.

**DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF STORMWATER PONDS**

January __, 2021

Board of Supervisors
Rivers Edge Community Development District

Re: Rivers Edge Community Development District (St. Johns County, Florida)
Acquisition of Stormwater Ponds

Ladies and Gentlemen:

The undersigned, a representative of Prosser, Inc. ("**District Engineer**"), as District Engineer for the Rivers Edge Community Development District ("**District I**"), hereby makes the following certifications in connection with the District's acquisition from Rivers Edge III Community Development District ("**District III**") of certain improvements ("**Improvements**") and associated work product ("**Work Product**"), all as more fully described in **Exhibit A** attached hereto, and in that certain *Bill of Sale & Assignment* ("**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 comprise part of the master system of infrastructure benefitting District I and the RiverTown community, and are located within the boundaries of District I.
3. In my opinion, the Improvements were installed consistent with all regulatory requirements, including 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 District I, and have been transferred, or are capable of being transferred, to District I for operations and maintenance responsibilities, including but not limited to, the Work Product that relates to the Improvements. Prosser further hereby acknowledges that District I is acquiring or has acquired the Improvements and the Work Product developed by Prosser in conjunction therewith and accordingly, District I 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 estimated total value of the Improvements is approximately **\$798,496.67**. Such costs are equal to or less than each of the following: (i) what was actually paid to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
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 *(check one)* ☐ physical presence or ☐ online notarization this ____ day of January, 2021, by Ryan P. Stilwell, P.E. of Prosser, Inc. who *(check one)* ☐ 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: Description of Improvements and Work Product

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 tracts SWMF-1 and SWMF-2, each as identified on the on the Plat titled "Estates at Rivertown" recorded at Book ___, Pages ___ 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.

BILL OF SALE & ASSIGNMENT

This *Bill of Sale & Assignment* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ____ day of January, 2021, by **Rivers Edge III Community Development District (“Grantor”)**, 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, and to the **Rivers Edge 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 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 tracts SWMF-1 and SWMF-2, as identified on the Plat titled “Estates at Rivertown” recorded at Book ___, Page ___, 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, 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 or Grantor'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.

[Signatures on following page]

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

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

By: Jacob O'Keefe
Its: Chairman

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of (*check one*) ☐ physical
presence or ☐ online notarization this ____ day of January, 2021, by Jacob O'Keefe, as Chairman of the
Rivers Edge III community Development District, who is personally known to me or who has produced
_____ as identification.

(Affix Notary Seal)

Notary Public, State of Florida
My Commission Expires:

**ACKNOWLEDGMENT OF ACQUISITION OF CERTAIN IMPROVEMENTS AND
THE RIGHT TO RELY UPON ANY WARRANTIES AND CONTRACT TERMS FOR
THE CONSTRUCTION OF SAME**

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

SECTION 1. DESCRIPTION OF DEVELOPER’S SERVICES. Developer has provided construction services as prime general contractor in connection with the construction of certain infrastructure improvements and the creation of associated work product which are more described at **Exhibit A** (the “Improvements” and the “Work Product”), which Improvements and Work Product were previously conveyed to the Rivers Edge III Community Development District.

SECTION 2. ACQUISITION OF IMPROVEMENTS AND WORK PRODUCT. Developer acknowledges that the District is acquiring or has acquired the Improvements and Work Product from the Rivers Edge III Community Development District.

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.

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 and Work Product 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 been fully compensated for its services and work related to completion of the Improvements and Work Product. Developer further certifies that no outstanding requests for payment exist related to the Improvements and Work Product 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 and Work Product. This document shall constitute a final waiver and release of lien for any payments due to Developer for the Improvements and Work Product identified in **Exhibit A**. To the extent any amounts remain due from Developer for the Improvements or the Work Product, the Developer agrees to timely make payment for all remaining amounts due, to ensure that all necessary bonds are maintained and to ensure that no liens are placed on the property.

SECTION 6. EFFECTIVE DATE. This Acquisition and Warranty Acknowledgement shall take effect upon execution.

ATTEST

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

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

[print name]

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

By: Clifford Nelson
Its: Vice President

[print name]

Date: _____

EXHIBIT A: Description of Improvements and Work Product

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 tracts SWMF-1 and SWMF-2, each as identified on the on the Plat titled "Estates at Rivertown" recorded at Book ___, Pages ___ 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.

SIXTH ORDER OF BUSINESS

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

Jennifer Kilinski, Esq.
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of January, 2021, by and between **Mattamy Jacksonville, LLC**, a Delaware limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, hereinafter called the “Grantor,” to **Rivers Edge III Community Development District**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, whose address is 475 West Town Place, Suite 114, St. Augustine, Florida 32092, hereinafter called the “Grantee.”

(Wherever used herein, the terms “Grantor” and “Grantee” include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and conveyed to Grantee, and Grantee's successors and assigns, forever, the land lying and being in the County of St. Johns, State of Florida, as more particularly described below (“**Property**”):

Tract SWMF-3 (Stormwater Management Facilities) as identified on the plat titled “Estates at Rivertown,” and recorded in Plat Book ___, Pages ___ et seq., of the Official Records of St. Johns County, Florida.

SUBJECT, HOWEVER, to the following encumbrances and restrictions: (i) all applicable governmental regulations; and (ii) all matters, restrictions, easements, limitations, reservations and covenants of record, if any, but this reference shall not operate to re-impose same;

TOGETHER, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining;

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property and hereby warrants the title to the Property, subject to the foregoing encumbrances and restrictions, and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

Grantor further warrants that it has, and will in the future, fully comply with the provisions of Section 196.295, *Florida Statutes* (2016), in relation to this transfer of title.

RESERVATION OF EASEMENTS

Grantor hereby reserves unto itself and its successors and assigns, and, to the extent required, Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping and related aesthetic features, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property including, but not limited to, sidewalks, trails and related features; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written.

WITNESSES:

MATTAMY JACKSONVILLE, LLC, a
Delaware limited liability company,

Witness Signature

Printed name: _____

By: Clifford L. Nelson

Its: _____

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 _____, 2021, by Clifford L. Nelson, as Vice President of Mattamy Jacksonville LLC, a Delaware limited liability company, on behalf of the company.

(SEAL)

Signature of Notary Public

Name of Notary Public
(Typed, Printed or Stamped)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced: _____

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

EIGHTH ORDER OF BUSINESS

A.

Rivers Edge III

Community Development District

Unaudited Financial Reporting
December 31, 2020



Rivers Edge III
Community Development District
Combined Balance Sheet
December 31, 2020

	<u>General</u>
<u>Assets:</u>	
Cash	\$6,773
Due From Developer	\$24,851
Due From Other	\$186
Total Assets	<u><u>\$31,810</u></u>
<u>Liabilities:</u>	
Accounts Payable	\$22,662
<u>Fund Balances:</u>	
Nonspendable	---
Restricted for Debt Service	---
Unassigned	\$9,148
Total Liabilities and Fund Equity	<u><u>\$31,810</u></u>

Rivers Edge III
Community Development District
Statement of Revenues & Expenditures
For The Period Ending December 31, 2020

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/20	ACTUAL THRU 12/31/20	VARIANCE
Revenues:				
Developer Contrubutions	\$436,013	\$11,777	\$11,777	\$0
Miscellaneous Income	\$0	\$0	\$0	\$0
Total Revenues	\$436,013	\$11,777	\$11,777	\$0
Expenditures				
<i>Administrative</i>				
Engineering	\$1,875	\$469	\$698	(\$229)
Attorney	\$15,000	\$3,750	\$4,110	(\$360)
Management Fees	\$15,000	\$3,750	\$3,750	\$0
Assessment Administration	\$2,500	\$625	\$0	\$625
Telephone	\$50	\$13	\$12	\$1
Postage	\$175	\$44	\$21	\$23
Printing & Binding	\$250	\$63	\$119	(\$56)
Insurance	\$2,877	\$2,877	\$5,000	(\$2,123)
Legal Advertising	\$1,500	\$375	\$422	(\$47)
Other Current Charges	\$250	\$63	\$98	(\$35)
Office Supplies	\$125	\$31	\$33	(\$1)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website design/compliance	\$1,250	\$313	\$713	(\$400)
Total Administrative	\$41,027	\$12,546	\$15,148	(\$2,603)
<i>Field Operations</i>				
Cost Share Landscaping- Rivers Edge	\$137,373	\$0	\$0	\$0
Cost Share Amenity- Rivers Edge	\$257,613	\$0	\$0	\$0
Total Field Operations	\$394,986	\$0	\$0	\$0
Total Expenditures	\$436,013	\$12,546	\$15,148	(\$2,603)
Excess Revenues/Expenses	\$0		(\$3,372)	
Fund Balance - Beginning	\$0		\$12,520	
Fund Balance - Ending	\$0		\$9,148	

Rivers Edge III
Community Development District
General Fund
 Month By Month Income Statement
 Fiscal Year 2020

[illegible]

**Rivers Edge III Community Development District
Developer Funding**

Funding Request #	Date of Request	Date Received Developer	Total Funding Request FY 20	Total Funding Request FY 21	Balance (Due From Developer)/ Due To
4	10/12/20		\$10,705.35	\$1,578.25	\$12,283.60
5	11/10/20	1/5/21	\$2,368.97	\$1,564.26	\$3,933.23
6	12/8/20			\$4,565.06	\$4,565.06
7	1/12/21			\$4,069.09	\$4,069.09
Due from Developer			\$13,074.32	\$11,776.66	\$24,850.98

B.

Rivers Edge III Community Development District

FY2020 Funding Request #7
12-Oct-20

Vendor	Amount
1 Governmental Management Services	
January Invoice Inv #6 1/1/21	\$ 1,418.51
2 Hopping Green & Sams	
November General Counsel Inv #119403 12/23/20	\$ 1,891.67
3 Prosser	
November Professional Services Inv #45040 12/14/20	\$ 219.79
4 The St. Augustine Record	
Notice of Meeting 11/18/20 Inv #103317839 11/9/20	\$ 139.12
5 VglobalTech	
ADA Website Compliance Inv #2267 12/31/20	\$ 400.00
Total Amount Due	\$ 4,069.09

Wiring Instructions:

RBK: Wells Fargo, N.A.

ABA: 121000248

ACCT: 4633849393

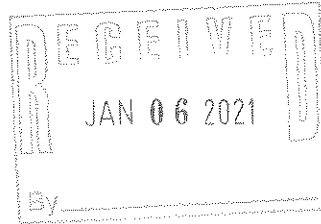
ACCT NAME: Rivers Edge III Community Development District

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Bill To:**

Rivers Edge III CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

**Invoice #:** 6**Invoice Date:** 1/1/21**Due Date:** 1/1/21**Case:****P.O. Number:**

Description	Hours/Qty	Rate	Amount
Management Fees - January 2021 1-310-51300-34000-3		1,250.00	1,250.00
Website Administration - January 2021 1-310-51300-35100-3		104.17	104.17
Office Supplies 1-310-51300-51000-3		12.56	12.56
Postage 1-310-51300-42000-3		1.00	1.00
Copies 1-310-51300-42500-3		43.95	43.95
Telephone 1-310-51300-41000-003		6.83	6.83
001- -3			

Total \$1,418.51**Payments/Credits** \$0.00**Balance Due** \$1,418.51

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

December 23, 2020

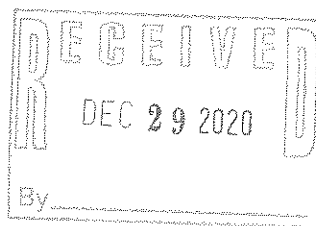
Rivers Edge III CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 119403
Billed through 11/30/2020

1-310-51300-31500-4

General Counsel

RE3CDD 00001 JLK



FOR PROFESSIONAL SERVICES RENDERED

11/03/20	JLK	Landowner election meeting.	0.20 hrs
11/03/20	LMG	Confer with Kilinski regarding future financing and cost-share procedures.	0.30 hrs
11/04/20	JLK	Review interlocal agreement provisions and review cost share form and streamlined processing of requests related to same.	0.40 hrs
11/05/20	LMG	Revise cost-share request form and circulate to staff.	0.20 hrs
11/09/20	LMG	Review draft agenda and send revisions.	0.20 hrs
11/10/20	JLK	Confer with staff regarding tentative agenda and provisions for remote meeting attendance.	0.20 hrs
11/18/20	JLK	Review agenda package and prepare for Board meeting.	0.30 hrs
11/18/20	LMG	Review budget amendment resolution, financial statements, and landowner election information; travel to and attend board meeting; follow-up from same; confer with District Engineer regarding upcoming roadway acquisitions for Main Street Phase 2.	3.00 hrs
11/24/20	LMG	Follow up with staff regarding approved proposals from meeting; communicate with chair and staff regarding upcoming roadway acquisitions.	0.60 hrs
11/25/20	LMG	Prepare draft acquisition documents for Kendall Crossing and Main Street Phase 2.	1.20 hrs

Total fees for this matter \$1,826.00

DISBURSEMENTS

Travel 65.67

Total disbursements for this matter \$65.67

MATTER SUMMARY

Kilinski, Jennifer L.	1.10 hrs	310 /hr	\$341.00
Gentry, Lauren M.	5.50 hrs	270 /hr	\$1,485.00

TOTAL FEES	\$1,826.00
TOTAL DISBURSEMENTS	\$65.67

TOTAL CHARGES FOR THIS MATTER	\$1,891.67
--------------------------------------	-------------------

BILLING SUMMARY

Kilinski, Jennifer L.	1.10 hrs	310 /hr	\$341.00
Gentry, Lauren M.	5.50 hrs	270 /hr	\$1,485.00

TOTAL FEES	\$1,826.00
TOTAL DISBURSEMENTS	\$65.67

TOTAL CHARGES FOR THIS BILL	\$1,891.67
------------------------------------	-------------------

Please include the bill number with your payment.

PROSSER

December 14, 2020

Project No: 113094.80

Invoice No: 45040

Rivers Edge Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
World Golf Village
St. Augustine, FL 32092

Project 113094.80 Rivers Edge III CDD

Professional Services from November 1, 2020 to November 30, 2020

Expense Billing

Reimbursable Expenses

Mileage-DOT Allowable (.445)	22.25		
Mileage-Additional (.13/mile)	6.50		
Blueprints/Reproduction	1.50		
Total Reimbursables	1.15 times	30.25	34.79

Total this Task \$34.79

Task 1:

For services including attend November CDD meeting.

Professional Personnel

	Hours	Rate	Amount
Principal	1.00	185.00	185.00
Totals	1.00		185.00
Total Labor			185.00

Total this Task \$185.00

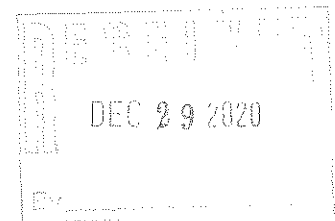
Total this Invoice \$219.79

Outstanding Invoices

Number	Date	Balance
44521	9/10/2020	370.00
44813	11/11/2020	478.06
Total		848.06

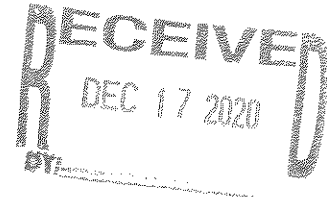
Billings to Date

	Current	Prior	Total
Labor	185.00	10,912.50	11,097.50
Expense	34.79	81.65	116.44
Totals	219.79	10,994.15	11,213.94



10	11	12	13	14	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
10/31		Balance Forward						\$1,005.06	
11/12	P154905	Payment - Lockbox 28						\$-139.12	
11/12	P154906	Payment - Lockbox 29						\$-89.75	
11/30	P156568	Payment - Lockbox 30						\$-359.00	
11/30	MC-510572-11302020	Finance Charges						\$4.11	
11/09 11/09	I03317839-11092020	NOTICE OF MEETING 11/18/2020	SA St Augustine Record	1.00 x 7.7500	7.75	1	\$8.98	\$69.60	
11/09 11/09	I03317839-11092020	NOTICE OF MEETING 11/18/2020	SA St Aug Record Online	1.00 x 7.7500	7.75	1	\$8.97	\$69.52	
1-310-51300-48000-2									
PREVIOUS AMOUNT OWED:				\$1,005.06					
NEW CHARGES THIS PERIOD:				\$139.12					
CASH THIS PERIOD:				(\$587.87)					
DEBIT ADJUSTMENTS THIS PERIOD:				\$4.11					
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00					
We appreciate your business.									
Your account remains past due. Past due balances are reported to credit reporting bureaus. You must send us your payment immediately in order to continue advertising schedules. Protect your credit.									

RECEIVED
DEC 17 2020
BY: [signature]



INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE
	\$143.23		\$143.45	\$273.74	\$0.00	\$0.00		\$560.42
ADVERTISER INFORMATION								
1	BILLING PERIOD	8	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME	
	11/01/2020 - 11/30/2020		48211		48211		RIVERS EDGE III CDD	

MAKE CHECKS PAYABLE TO

The St. Augustine Record

The St. Augustine Record Dept 1261
 PO Box 121261
 Dallas, TX 75312-1261

Payment is due upon receipt.

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME
	11/01/2020 - 11/30/2020		RIVERS EDGE III CDD
COMPANY	23	TOTAL AMOUNT DUE	* UNAPPLIED AMOUNT
SA 7		\$560.42	\$0.00
			NET 15 DAYS
21	CURRENT NET AMOUNT	22	30 DAYS
	\$143.23		\$143.45
			\$273.74
			\$0.00
4	PAGE #	5	BILLING DATE
			11/30/2020
6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER
	48211		48211
24	STATEMENT NUMBER		
	0000081128		

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



The St. Augustine Record Dept 1261
 PO Box 121261
 Dallas, TX 75312-1261

ADVERTISING INVOICE and STATEMENT



8 - 2067

RIVERS EDGE III CDD
 475 W TOWN PL STE 114
 SAINT AUGUSTINE FL 32092-3649



The St. Augustine Record
 Dept 1261
 PO Box 121261
 Dallas, TX 75312-1261

VGlobalTech

636 Fanning Drive
Winter Springs, FL 32708 US
contact@vglobaltech.com
www.vglobaltech.com



INVOICE

BILL TO

Rivers Edge III CDD
219 E. Livingston Street
Orlando, FL 32801
United States

INVOICE # 2267**DATE** 12/31/2020**DUE DATE** 12/31/2020**TERMS** Due on receipt

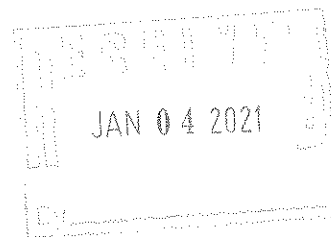
DATE	ACTIVITY	QTY	RATE	AMOUNT
	Web Maintenance:ADA Website Maintenance	1	400.00	400.00
	Ongoing website maintenance for ADA and WCAG Compliance			

1-318-51300-35200-6

Invoice for Quarter 4 ADA Audit.

BALANCE DUE**\$400.00**

Please make check payable to VGlobalTech.



C.

Rivers Edge III

Community Development District

Check Run Summary

December 31, 2020

Fund	Date	Check No.	Amount
General Fund	12/8/20	31-36	\$ 779.17
Total			\$ 779.17

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
12/08/20	00007	10/01/20 83697	202010 310-51300-54000		*	175.00	
		FY21 SPECIAL DISTRICT FEE					
				DEPARTMENT OF ECONOMIC OPPORTUNITY			175.00 000031
12/08/20	00002	10/12/20 I0331319	202010 310-51300-48000		*	143.45	
		NOTICE MEETING 10/21/20					
				THE ST.AUGUSTINE RECORD			143.45 000032
12/08/20	00002	11/09/20 I0331783	202011 310-51300-48000		*	139.12	
		NOTICE MEETING 11/18/20					
				THE ST.AUGUSTINE RECORD			139.12 000033
12/08/20	00002	9/07/20 I0330348	202009 310-51300-48000		*	143.60	
		NOTICE OF MEETING 9/16/20					
				THE ST.AUGUSTINE RECORD			143.60 000034
12/08/20	00002	9/09/20 I0330625	202009 310-51300-48000		*	47.86	
		NOTICE OF TOWN HALL MTING					
				THE ST.AUGUSTINE RECORD			47.86 000035
12/08/20	00002	9/24/20 I0330907	202009 310-51300-48000		*	130.14	
		FY21 MEETING SCHEDULE					
				THE ST.AUGUSTINE RECORD			130.14 000036
						TOTAL FOR BANK A	779.17
						TOTAL FOR REGISTER	779.17

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2020/2021 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 83697			Date Invoiced: 10/01/2020
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2020: \$175.00

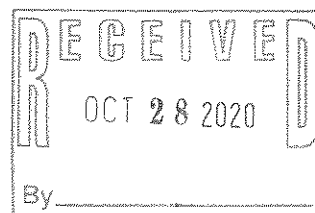
STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Rivers Edge III Community Development District
 Ms. Jennifer Kilinski
 Hopping Green and Sams, P.A.
 119 South Monroe Street, Suite 300
 Tallahassee, FL 32301

2. Telephone: (850) 222-7500
 3. Fax: (850) 224-8551
 4. Email: jenk@hgslaw.com
 5. Status: Independent
 6. Governing Body: Elected
 7. Website Address: www.RiversEdge3CDD.com
 8. County(ies): St. Johns
 9. Function(s): Community Development
 10. Boundary Map on File: 04/21/2020
 11. Creation Document on File: 04/21/2020
 12. Date Established: 03/05/2020
 13. Creation Method: Local Ordinance
 14. Local Governing Authority: St. Johns County
 15. Creation Document(s): County Ordinance 2020-7
 16. Statutory Authority: Chapter 190, Florida Statutes
 17. Authority to Issue Bonds: Yes
 18. Revenue Source(s): Assessments
 19. Most Recent Update: 04/22/2020



1-31-513-4954
 7

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: Jennifer Kilinski Date 10/27/2020

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1. ____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
2. ____ This special district is in compliance with the reporting requirements of the Department of Financial Services.
3. ____ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2018/2019 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: ____ Denied: ____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

Ron DeSantis
GOVERNOR



Dane Eagle
EXECUTIVE DIRECTOR

To: All Special District Registered Agents
From: Jack Gaskins Jr., Special District Accountability Program
Date: October 1, 2020
Subject: Fiscal Year 2020/2021 Annual State Fee and Update Requirements
Postmarked Due Date is December 2, 2020

This memo contains the instructions for complying with the annual state fee and update requirement using the enclosed *Fiscal Year 2020/2021 Annual Special District Fee Invoice and Update Form* (invoice / update form). The state fee remains \$175 per special district, unless the special district certifies that it is eligible for a zero fee. To avoid a \$25 late fee, the payment must be postmarked or paid online by **December 2, 2020**.

The Purpose of the Annual State Fee

Chapter 189, Florida Statutes, the Uniform Special District Accountability Act (Act), assigns duties to the Special District Accountability Program within the Florida Department of Economic Opportunity (DEO) and requires DEO to annually collect a state fee from each special district to cover the costs of administering the Act. For more information, see www.FloridaJobs.org/SDAP.

The Purpose of Reviewing the Special District's Profile

The Act, along with Rule Chapter 73C-24, Florida Administrative Code, requires each special district to maintain specific information with DEO and requires DEO to make that information available through the *Official List of Special Districts* (www.FloridaJobs.org/OfficialList). The Florida Legislature, state agencies and local government officials use that information to monitor special districts, coordinate activities, collect and compile financial and other information and make informed policy decisions. Therefore, it is important for each special district's registered agent to annually review the information on the invoice / update form, make any needed corrections or updates directly on the invoice / update form and return it to DEO along with the state fee.

Reminders

Each newly created special district must have an official website by the end of the first full fiscal year after its creation. All other special districts should already have an official website that contains specific information (see www.FloridaJobs.org/SDWebsites#offwebsite). If the special district's official website address is not listed on the invoice / update form, the special district must provide it.

The recently updated *Florida Special District Handbook* (www.FloridaJobs.org/SpecialDistrictHandbook) covers general operating procedures for special districts. DEO encourages all special district staff and governing body members to review this handbook to help ensure compliance with state requirements.

(TURN OVER FOR INSTRUCTIONS)

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Instructions for Complying with the Annual State Fee and Update Requirement

Complete the following in time for the state fee to be postmarked or paid online by December 2, 2020. Pay special attention to the items marked "**IMPORTANT!**" to avoid the possibility of being charged a late fee. Direct questions to Jack Gaskins at Jack.Gaskins@deo.myflorida.com.

STEP 1: Review the special district's profile on the enclosed invoice / update form:

- a. Make any needed changes directly on the invoice / update form by striking through the outdated or incorrect information and writing in the new or correct information. Provide missing information.
- b. Sign and date where indicated.
- c. A duplicate invoice / update form can be downloaded from www.FloridaJobs.org/SpecialDistrictFee.

STEP 2: Pay the \$175 state fee or, if eligible, certify eligibility for the zero fee:

- a. The program encourages all special districts to pay online with a Visa or MasterCard by visiting www.FloridaJobs.org/SpecialDistrictFee and following the instructions – it's fast, free and convenient.
- b. **IMPORTANT!** If not paying online, prepare a check payable to the **Florida Department of Economic Opportunity** and enter the invoice number in the memo field.
- c. Or, if the special district meets all three statements in the "Zero Annual Fee Certification Section," certify eligibility for the zero fee by initialing each statement instead of paying the fee.
- d. DEO's W-9 form can be downloaded from www.FloridaJobs.org/SpecialDistrictFee.

STEP 3: Make a copy of the invoice / update form for your records.

STEP 4: Prepare and return the invoice / update form along with any applicable attachments using only the address below:

- a. If payment was made online, write "Paid Online" on the invoice / update form and email or mail it to us.
- b. **IMPORTANT!** If payment is not being made online, attach a check to the invoice / update form to ensure the payment is properly credited to the correct special district and mail the invoice / update form to us. **BE SURE TO INCLUDE THE INVOICE / UPDATE FORM WHEN MAILING A CHECK!**
- c. If certifying for a zero fee, email or mail the invoice / update form to us.
- d. If the invoice / update form indicates the special district needs to provide its boundary map and/or creation document, email or mail the document(s) to us.

IMPORTANT! ONLY USE THIS ADDRESS:

Florida Department of Economic Opportunity
Bureau of Budget Management
107 E. Madison Street, MSC 120
Tallahassee, FL 32399-4124
Email Address: Jack.Gaskins@DEO.MyFlorida.com

001337080202



10	11	12 14	13	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
09/30		Balance Forward						\$3,859.27
10/19	P152017	Payment - Lockbox 22						\$-2,261.70
10/19	P152018	Payment - Lockbox 21						\$-735.96
10/31	MC-501308-10312020	Finance Charges						\$8.82
10/12 10/12	103313199-10122020	BOS REG MTG 10/21/20	SA St Augustine Record	1.00 x 7.5000	7.5	1	\$8.98	\$67.35
10/12 10/12	103313199-10122020	BOS REG MTG 10/21/20	SA St Aug Record Online	1.00 x 7.5000	7.5	1	\$8.97	\$67.28
PREVIOUS AMOUNT OWED:				\$3,859.27				
NEW CHARGES THIS PERIOD:				\$134.63				
CASH THIS PERIOD:				(\$2,997.66)				
DEBIT ADJUSTMENTS THIS PERIOD:				\$8.82				
CREDIT ADJUSTMENTS THIS PERIOD:				\$0.00				
We appreciate your business.								
Your account remains past due. Past due balances are reported to credit reporting bureaus. You must send us your payment immediately in order to continue advertising schedules. Protect your credit.								

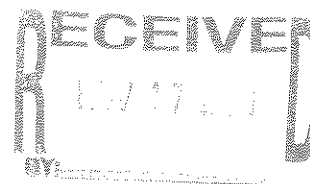
RECEIVED

NOV 17 2020

BY

1-31-513-48

2



1-31-513-48
2

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE
	\$143.45		\$273.74	\$587.87	\$0.00	\$0.00		\$1,005.06

ADVERTISER INFORMATION			
1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER
	10/01/2020 - 10/31/2020		48211
7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
	48211		RIVERS EDGE III CDD

MAKE CHECKS PAYABLE TO

The St. Augustine Record

The St. Augustine Record Dept 1261
 PO Box 121261
 Dallas, TX 75312-1261

Payment is due upon receipt.

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



The St. Augustine Record Dept 1261
 PO Box 121261
 Dallas, TX 75312-1261

1 BILLING PERIOD		2 ADVERTISER/CLIENT NAME	
10/01/2020 - 10/31/2020		RIVERS EDGE III CDD	
COMPANY	23	* UNAPPLIED AMOUNT	3 TERMS OF PAYMENT
SA 7	\$1,005.06	\$0.00	NET 15 DAYS

21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS
	\$143.45		\$273.74	\$587.87	\$0.00

4	PAGE #	5	BILLING DATE	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	24	STATEMENT NUMBER
			10/31/2020		48211		48211		0000079317

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



8 - 2200

RIVERS EDGE III CDD
 475 W TOWN PL STE 114
 SAINT AUGUSTINE FL 32092-3649

The St. Augustine Record
 Dept 1261
 PO Box 121261
 Dallas, TX 75312-1261



Mon, Nov 9, 2020
9:29:51AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Acct: 48211
Phone: 9049405850
E-Mail: jperry@gmsnfl.com
Client: RIVERS EDGE III CDD

Name: RIVERS EDGE III CDD
Address: 475 WEST TOWN PLACE, SUITE 114

City: SAINT AUGUSTINE

State: FL

Zip: 32092

Ad Number: 0003317839-01

Start: 11/09/2020

Placement: SA Legals

Copy Line: RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC MEETINGS HELD DURING PUBLIC HE/

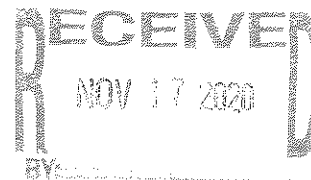
Caller: Courtney Hogge

Issues: 1

Rep: Melissa Rhinehart

Paytype: BILL

Stop: 11/09/2020



The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Lines	91
Depth	7.75
Columns	1
Price	\$139.12

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC MEETINGS
HELD DURING PUBLIC HEALTH
EMERGENCY DUE TO COVID-19

Notice is hereby given that the Board of Supervisors ("Board") of the Rivers Edge III Community Development District ("District") will hold a regular meeting on Wednesday, November 18, 2020 at 9:30 a.m. at the RiverTown Aneulity Center, 136 Landing Street, St. Johns, Florida, where the Board may consider any business that may properly come before it ("Meeting"). Alternatively, the Meeting may be conducted remotely, pursuant to Zoom communications media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69 and 20-246 issued by Governor DeSantis, including any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes if such Executive Orders are still in effect. An electronic copy of the agendas may be obtained by contacting the office of the District Manager, c/o Governmental Management Services - North Florida LLC, at (904) 940-5850 or jperry@gmsnf.com ("District Manager's Office"), and is also expected to be available on the District's website, www.RiversEdge3CDD.com.

While it may be necessary to hold the above referenced Meeting during the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen to and/or participate in the Meeting and obtain information about how the meeting will occur should refer to the District's website or contact the District Manager's office, both identified above. Additionally, participants are strongly encouraged to submit questions and comments to the District Manager at least 24 hours in advance at (904) 940-5850 or jperry@gmsnf.com to facilitate the Board's consideration of such questions and comments during the Meeting. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time, and place to be specified on the record at such Meeting.

Any person requiring special accommodations at the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you are unable to participate by telephone or by Zoom, please contact the District Manager's office at (904) 940-5850 or jperry@gmsnf.com for further accommodations.

James Perry
District Manager
0003317839 November 9, 2020

THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE III CDD
475 WEST TOWN PLACE, SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 48211
AD# 0003317839-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **NOTICE OF MEETING 11/18/2020** was published in said newspaper on 11/09/2020.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

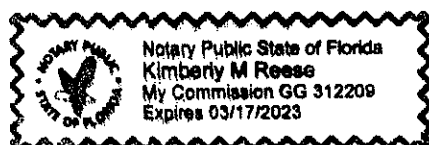
Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this _____ day of **NOV 09 2020**

by *Melissa Rhinehart* who is personally known to
me or who has produced as identification

Kimberly M. Reese
(Signature of Notary Public)



**RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC MEETINGS
HELD DURING PUBLIC HEALTH
EMERGENCY DUE TO COVID-19**

Notice is hereby given that the Board of Supervisors ("Board") of the Rivers Edge III Community Development District ("District") will hold a regular meeting on Wednesday, November 18, 2020 at 9:30 a.m. at the RiverTown Amenity Center, 166 Landing Street, St. Johns, Florida, where the Board may consider any business that may properly come before it ("Meeting"). Alternatively, the Meeting may be conducted remotely, pursuant to Zoom communications media technology and/or by telephone pursuant to Executive Orders 20-82, 20-69 and 20-246 issued by Governor DeSantis, including any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes if such Executive Orders are still in effect. An electronic copy of the agendas may be obtained by contacting the office of the District Manager, c/o Governmental Management Services - North Florida LLC, at (904) 940-5850 or jperry@gmsnf.com ("District Manager's Office") and is also expected to be available on the District's website, www.RiversEdge3CDD.com.

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James Perry
District Manager
0003317839 November 9, 2020

Tue, Sep 8, 2020
9:26:00AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Acct: 48211
Phone: 9049405850

E-Mail:

Client: RIVERS EDGE III CDD

Name: RIVERS EDGE III CDD
Address: 475 WEST TOWN PLACE, SUITE 114

City: SAINT AUGUSTINE

State: FL

Zip: 32092

Ad Number: 0003303489-01

Start: 09/07/2020

Placement: SA Legals

Copy Line: RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC MEETINGS HELD DURING PUBLIC HE

Caller: COURTNEY HOGGE

Issues: 1

Rep: Melissa Rhinehart

Paytype: BILL

Stop: 09/07/2020

1-31-513-48
2

SEP 15 2020

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Lines	95
Depth	8.00
Columns	1
Price	\$143.60

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC MEETINGS
HELD DURING PUBLIC HEALTH
EMERGENCY DUE TO COVID-19**

Notice is hereby given that the Rivers Edge III Community Development District ("District") Audit Committee meeting will be held on Wednesday, September 16, 2020 at 9:30 a.m. to consider proposals received in response to a Request for Proposals for audit services. A regular Board of Supervisors ("Board") meeting will also be held at that time, where the Board may consider any business that may properly come before it ("Meeting"). The Meetings will be conducted remotely, by Zoom media technology and/or by telephone pursuant to Executive Orders 20-52, 20-69 and 20-193 issued by Governor DeSantis, including any extensions or supplements thereof, and pursuant to Section 120.54(6)(b)2, *Florida Statutes*. Electronic copies of the agendas may be obtained by contacting the office of the District Manager, c/o Governmental Management Services - North Florida LLC, at (904) 940-5850 or jperry@gmsnf.com ("District Manager's Office") and are also expected to be available on the District's website, www.RiversEdge3CDD.com. Should conditions allow the Meetings to occur in person, they will be held at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida.

While it is anticipated to be necessary to hold the above referenced Meetings utilizing Zoom media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen to and/or participate in the Meeting and obtain information about how the meeting will occur should refer to the District's website or contact the District Manager's, both identified above. Additionally, participants are strongly encouraged to submit questions and comments to the District Manager at least 24 hours in advance at (904) 940-6850 or jperry@gmsnf.com to facilitate the Board's consideration of such questions and comments during the Meetings. The Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meetings may be continued to a date, time, and place to be specified on the record at such Meetings.

Any person requiring special accommodations at the Meetings because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you are unable to participate by telephone or by Zoom, please contact the District Manager's office at (904) 940-5850 or jperry@gmsnf.com for further accommodations.

James Perry
District Manager
0003303489 September 7, 2020

THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE III CDD
475 WEST TOWN PLACE, SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 48211
AD# 0003303489-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **AUDIT COMMITTEE 9/16/20** was published in said newspaper on **09/07/2020**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

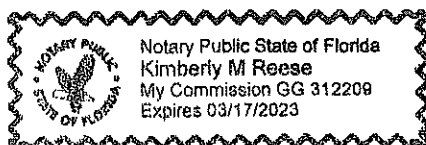
Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this _____ day of **SEP 08 2020**

by *Melissa Rhinehart* who is personally known to
me or who has produced as identification

Kimberly M Reese
(Signature of Notary Public)



RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT
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HELD DURING PUBLIC HEALTH
EMERGENCY DUE TO COVID-19

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James Perry
District Manager
0003303489 September 7, 2020

Wed, Sep 9, 2020
9:20:26AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Acct: 15655
Phone: 8652382622
E-Mail: chogge@gmsnf.com
Client: RIVERS EDGE CDD

Name: RIVERS EDGE CDD
Address: 475 W TOWN PLACE, STE 114

City: SAINT AUGUSTINE **State:** FL **Zip:** 32092

Ad Number: 0003306258-01 **Caller:** COURTNEY HOGGE **Paytype:** BILL
Start: 09/09/2020 **Issues:** 1 **Stop:** 09/09/2020
Placement: SA Legals **Rep:** Melissa Rhinehart
Copy Line: RIVERS EDGE, RIVERS EDGE II AND RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICTS NOTICE OF TOWN

1.31.513.48
2

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Lines 94
Depth 8.00
Columns 1

Price \$143.60 / 3
\$47.86

**RIVERS EDGE, RIVERS EDGE II
AND RIVERS EDGE III
COMMUNITY DEVELOPMENT
DISTRICTS
NOTICE OF TOWN HALL MEETING**

A public town hall meeting will be held on September 15, 2020 at 6:00 p.m. using communications media technology pursuant to Executive Orders 20-52, 20-69 and 20-193 issued by Governor DeSantis, including any extensions or supplements thereof and pursuant to Section 120.54(5)(b)2, *Florida Statutes*. One or more members of the Board of Supervisors of the Rivers Edge, Rivers Edge II and/or Rivers Edge III Community Development Districts may be in attendance at this meeting. This meeting is being held for the purpose of answering questions and providing clarification on the development of the RiverTown community.

While it may be necessary to hold the above referenced meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can do so by logging into Zoom via their computer at <https://mattamy.zoom.us/j/92725163071?pwd=ZGtmUkVRT2lZZXpPYWUUMFp1cUlkZz09> or dial in telephonically at +1 (929) 436-2866 and entering the meeting ID #: 927 2516 3071 and passcode #: 9152020. Additionally, participants are strongly encouraged to submit questions and comments to the District Representative in advance at (904) 940-5850 or jperry@gmsnf.com to facilitate the Board's consideration of such questions and comments during the meeting. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time, and place to be specified on the record at such Meeting.

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. An electronic copy of the agenda may be obtained by contacting the office of the District Manager, c/o Governmental Management Services - North Florida LLC, at (904) 940-5850 or jperry@gmsnf.com. This meeting may be continued to a date, time, and place to be specified on the record at the meetings.

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Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

If you are unable to participate by telephone or by Zoom, please contact the District Representative's office at (904) 940-5850 or jperry@gmsnf.com for further accommodations.

James A. Perry
District Manager
0003306256 September 9, 2020

THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE CDD
475 W TOWN PLACE, STE 114
SAINT AUGUSTINE, FL 32092

ACCT: 15655
AD# 0003306258-01
PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **TOWN HALL MTG 9/15/20** was published in said newspaper on **09/09/2020**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this _____ day of **SEP 09 2020**

by *Melissa Rhinehart* who is personally known to
me or who has produced as identification

Kimberly M Reese
(Signature of Notary Public)

**RIVERS EDGE, RIVERS EDGE II
AND RIVERS EDGE III
COMMUNITY DEVELOPMENT
DISTRICTS
NOTICE OF TOWN HALL MEETING**

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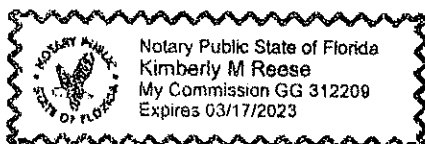
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James A. Perry
District Manager
0003306258 September 9, 2020



Thu, Sep 24, 2020
8:54:40AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record
One News Place
St. Augustine, FL 32086

Acct: 48211
Phone: 9049405850
E-Mail:
Client: RIVERS EDGE III CDD

Name: RIVERS EDGE III CDD
Address: 475 WEST TOWN PLACE, SUITE 114

City: SAINT AUGUSTINE State: FL Zip: 32092

Ad Number: 0003309070-01 Caller: Courtney hogge Paytype: BILL
Start: 09/24/2020 Issues: 1 Stop: 09/24/2020
Placement: SA Legals Rep: Melissa Rhinehart
Copy Line: BOARD OF SUPERVISORS MEETING DATES RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT FOR FISCAL

Lines 85
Depth 7.25
Columns 1
Price \$130.14

**BOARD OF SUPERVISORS
MEETING DATES RIVERS EDGE III
COMMUNITY DEVELOPMENT
DISTRICT FOR FISCAL YEAR
2020-2021**

The Board of Supervisors of the Rivers Edge III Community Development District will hold their regular meetings for Fiscal Year 2020-2021 at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259 at 9:30 a.m. unless otherwise indicated as follows:

October 21, 2020
November 18, 2020
December 16, 2020
January 20, 2021
February 17, 2021
March 17, 2021
April 21, 2021
May 19, 2021
June 16, 2021
July 21, 2021
August 18, 2021 at 4:30 p.m.
September 15, 2021

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Should circumstances require any meetings to be held via communications media technology, instructions for connecting to the meetings may be obtained by visiting the District's website, www.RiversEdge3CDD.com, or by contacting the District Manager's Office at (904) 940-5850 or jperry@gmsnf.com. Participants are strongly encouraged to submit questions and comments to the District Manager's Office at jperry@gmsnf.com or by calling (904) 940-5850 at least 24 hours in advance of the meetings to facilitate the Board's consideration of such questions and comments during the meeting.

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James Perry
District Manager
0003309070 September 24, 2020

1.31.513.48

2

10-29-2020

THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE III CDD
475 WEST TOWN PLACE, SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 48211
AD# 0003309070-01
PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **FY 2020-2021 REG MTG SCHEDULE** was published in said newspaper on **09/24/2020**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

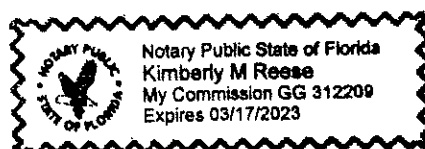
Sworn to (or affirmed) and subscribed before me by means of

☒ physical presence or
☐ online notarization

this _____ day of **SEP 23 2020**

by *Melissa Rhinehart* who is personally known to
me or who has produced as identification

Kimberly M Reese
(Signature of Notary Public)



BOARD OF SUPERVISORS
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COMMUNITY DEVELOPMENT
DISTRICT FOR FISCAL YEAR
2020-2021

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District Manager
0003309070 September 24, 2020