

*Rivers Edge III
Community Development District*

March 17, 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

March 11, 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, March 17, 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. Financing Matters
 - A. Consideration of Supplemental Engineer's Report
 - B. Consideration of Preliminary Assessment Methodology Report
 - C. Consideration of Delegation Resolution No. 2021-02
 1. Bond Purchase Agreement
 2. Master Trust Indenture
 3. Supplemental Indenture
 4. Preliminary Limited Offering Memorandum
 5. Continuing Disclosure Agreement
- IV. Approval of the Minutes of the February 17, 2021 Meeting
- V. Appraisal of RiverTown Proposed Park / Amenity Sites
 - A. Engagement Letter with Colliers International Valuation & Advisory Services for Professional Real Property Appraisal Services
 - B. Addendum to Agreement with Colliers International Valuation & Advisory Services
 - C. Appraisal Report
 - D. Consideration of Form of Deed and Acceptance of Appraisal and Property Associated therewith
- VI. Consideration of Resolution 2021-03, Approving a Maintenance Agreement with FDOT in Substantial Form
- VII. Consideration of Resolution 2021-04, Authorizing RFP for Roundabout Construction and Execution of Joint Use / Maintenance Agreement
- VIII. Consideration of Cost Share Request for Longleaf Pine Landscape Maintenance Services
- IX. Staff Reports

- A. District Counsel
- B. District Engineer
- C. District Manager – Discussion Regarding Conversion to Electronic Packets and Devices
- X. Financial Reports
 - A. Balance Sheet and Income Statement
 - B. Consideration of Funding Request No. 9
 - C. Check Register
- XI. Supervisors’ Requests and Audience Comments
- XII. Next Scheduled Meeting – April 21, 2021 at 9:30 a.m. at the RiverTown Amenity Center
- XIII. Adjournment

The third order of business is financing matters. Enclosed for your review and approval are copies of the supplemental engineer’s report, the preliminary assessment methodology, the delegated award resolution 2021-02, as well as each of its exhibits.

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

The fifth order of business is appraisal of RiverTown proposal park / amenity sites. Enclosed for your review and approval are copies of the engagement letter with Colliers International Valuation & Advisory services for performing the appraisal, the addendum to the agreement with Colliers, the appraisal report, and a form of deed and acceptance of appraisal and property associated therewith.

The sixth order of business is consideration of resolution 2021-03, approving a maintenance agreement with FDOT in substantial form. Copies of the resolution and agreement are enclosed for your review and approval.

The seventh order of business is consideration of resolution 2021-04, authorizing RFP for roundabout construction and execution of a joint use / maintenance agreement with FDOT. A copy of the resolution is enclosed for your review and approval.

The eighth order of business is consideration of cost share requests for Longleaf Pine landscape maintenance services. Copies of the cost share requests are enclosed for your review and approval.

Enclosed under the tenth order of business are copies of the financial statements, funding request number 9, and the check register.

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
March 17, 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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- XIII. Adjournment

THIRD ORDER OF BUSINESS

A.

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

Prepared for:

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

Prepared by:

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

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INTRODUCTION

The Development

RiverTown is a 4,176.53-acre mixed-use master planned development (the “**Development**” or “**RiverTown**”) located along the east bank of the St. Johns River, approximately thirty-three (33) miles southwest of downtown Jacksonville in northwest St. Johns County, Florida. A map identifying the general location of the Development is attached as **Exhibit 1**.

The Development is an approved Development of Regional Impact (**DRI**), approximately 3,995 acres of which is the RiverTown Planned Unit Development. The balance of the Development is located in the RiverTown Planned Rural Development. Approved development within RiverTown generally consists of single and multi-family residential, commercial, retail, office, educational, light industrial, and various open space, recreational and park uses. The master development plan and the current expected land uses in the Development are further described in **Exhibit 2** to this report.

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

The Rivers Edge III Community Development District

The Development currently includes three community development districts: (a) Rivers Edge Community Development District (“**Rivers Edge**” or “**District 1**”), established by Rule 42FFF-1, *Florida Administrative Code*, adopted by the Florida Land and Water Adjudicatory Commission in 2006, as subsequently amended, (b) Rivers Edge II Community Development District (“**Rivers Edge II**” or “**District 2**”), established by Ordinance No. 2018-26, by the Board of County Commissioners in and for St. Johns County on June 19, 2018, and effective as of June 22, 2018, and subsequently amended, and (c) Rivers Edge III Community Development District (“**Rivers Edge III**” or “**District 3**”), established by Ordinance No. 2020-7 of the Board of County Commissioners in and for St. Johns County on March 3, 2020. District 3 encompasses 989.14 acres. For more information regarding Rivers Edge III, visit the Rivers Edge III website or see **Exhibits 3** and **4** attached showing the District 3 boundary.

PURPOSE AND SCOPE OF IMPROVEMENTS

In order to serve the residents of District 3, District 3 plans to design, permit, finance, acquire and/or construct, operate, and maintain all or part of certain infrastructure necessary for community development within District 3. The Master Improvement Plan for District 3 is described in the previously adopted *Rivers Edge III Community Development District Master Improvement Plan* dated June 6th, 2020 (the “**Master Report**” and the improvements described therein, the “**CIP**”). The CIP may be subject to modification in the future. The improvements included within the CIP are currently planned to be financed and constructed in multiple phases. The purpose of this Supplemental Engineering Report for the Series 2021 Bonds (“**Supplemental Report**”) is to provide a description and cost opinion of the improvements, as well as soft costs such as engineering and consulting expenses, that are expected to be financed through the issuance of the District’s Special Assessment Revenue Bonds, Series 2021 (“**2021 Bonds**,” and the project financed thereby, the “**2021 Project**”). District 3 was established for the purpose of financing, acquiring, constructing, maintaining, and operating all or a portion of the infrastructure necessary for community development within and

without District 3. All of these proposed improvements are presently contemplated in the approved RiverTown DRI.

What follows is a description of the 2021 Project. All of the planned improvements are considered “master” infrastructure improvements in that the improvements are necessary for functional development of the parcels within District 3 and proportionally benefit developable acreage within the District 3 boundary.

Master Transportation - Minor Collector Roadway – RiverTown Main Street & Kendall Crossing Drive

RiverTown Main Street serves as the primary access point into RiverTown and when finished will act as the main artery through the community. The first section of RiverTown Main Street already serves as the primary entry into the community from Longleaf Pine Parkway to the connection with Orange Branch Trail. Once the extension is finished, the roadway will connect to a secondary access point off Greenbriar Road. This two-lane roadway will provide access to the development parcels to the north and west within this portion of District 3. The improvements include the work necessary to connect the existing RiverTown Main Street roadway to Kendall Crossing Dr. Kendall Crossing Dr extends the existing Kendall Crossing Dr roadway north to connect the existing original neighborhoods located closer to the St Johns River with the future planned neighborhoods within District 3 as shown on **Exhibit 5**. Additional roads will be built to extend from the intersection of RiverTown Main Street and Kendall Crossing Dr. northwest to future neighborhoods within District 3. Multi-use paths for pedestrians, bicyclists and golf carts will run parallel to the roadway and are included in this category costs. Improvements in this category also include District 3-installed and maintained landscape and irrigation with reclaimed water within the roadways. This improvement category also includes utility improvements that will serve as the major trunk line system throughout District 3.

Master Drainage Improvements

The master drainage improvements for District 3 will be financed, designed and constructed by District 3 in accordance with the Conceptual Master Drainage Plan, which has been permitted by the St. Johns River Water Management District. This category represents all drainage work for the master infrastructure improvements as detailed in this Report. The District 3-wide stormwater system consists of wet detention ponds to capture and treat stormwater runoff from developed areas and control structures that regulate the volume of water detained and detention periods.

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

The stormwater system is designed such that post-development flow will generally mimic the flows from the site in a pre-development state. All areas within District 3 currently drain through onsite wetlands into the St. Johns River. As parcels within District 3 are developed, the detention ponds will temporarily detain stormwater runoff for treatment and then gradually discharge water in the same receiving waters. Ponds have been designed to provide attenuation of the 25-year/24-hour storm and provide treatment for a volume of runoff established by county, state and federal regulations.

This category includes stormwater collection systems (drainage inlets, pipes, etc.) and stormwater ponds that will support the collector and local roadways throughout District 3 (Parcels 26, 28/30,

29, 32, 34 & 35). Conceptual master drainage improvements are shown on **Exhibit 4**.

Master Recreation

Neighborhood Parks

District 3 lands along the St. Johns River and existing preserved wetlands provide a unique experience for residents to engage in outdoor activities. In order to support the surrounding environmental benefits of District 3, the Master Developer is designing neighborhood pocket parks that will consist of children's areas, recreational play fields, dog parks and trails and acquisition of property for parks and future amenities. This category represents all work related to a minimum of six (6) neighborhood pocket parks within District 3 (Parcels 26, 28/30, 29, 32, 34 & 35). Work may include hardscape (pavers, benches, shade pavilions, play features, etc.) as well as the landscape and irrigation improvements necessary to serve this improvement category. These neighborhood parks are part of the master recreation component and the parks provide a special benefit to all residents in District 3 as master recreational amenities. This category also includes \$3,050,00 in real property acquisition that supports the recreational facilities/activities of District 3.

LAND USE

The Master Developer is moving forward with significant improvements within District 3. The following table outlines the existing and proposed unit counts by approximate acreage and units.

<u>Proposed Land Use</u>	<u>Approximate Acreage</u>	<u>Units</u>
2021 Project Residential	200	565
Future Project Residential	462	994
Recreation	40	
Other (Open Space/Drainage/Conservation)	317	
Total Units	989	1,559

STATUS OF CONSTRUCTION

Proceeds of the Series 2021 Bonds will be used to acquire and/or construct a portion of the Series 2021 Project (the "Project").

The following table outlines the current status of the components of the 2021 Project underway and planned within District 3:

Rivers Edge III CDD Construction Project Status & Permit Approvals 2021 Project						
Project Description	Construction Completed to Date*	Permit Status				
		Army Corps Of Engineers	St. Johns River WMD	St. Johns County DRC	FDEP Water & Sewer	FDOT
RiverTown Main St	95%	N/A	X	X	X	N/A
Kendall Crossing	95%	N/A	X	X	X	N/A
Spine Roads	0%	N/A	0	0	0	N/A
Neighborhood Parks	10%	X	X	X	X	N/A
Master Drainage	25%	N/A	X	X	X	N/A

X- Permit Issued

N/A – Not applicable

0 - Not submitted

* - Represents portion of 2021 Project described above already constructed

Construction on parcel infrastructure within District 3 has commenced. The following table outlines the status of MDP and construction plan approval for the parcels within District 3 as it pertains to the parcels anticipated to be allocated Series 2021 Assessments securing the Series 2021 Bonds.

Parcel	MDP Approval	Construction Plan Approval
Parcel 26	Obtained	Obtained
Parcel 32	Not applied	Not applied
Parcel 29	Not applied	Not applied
Parcel 28/30	Not applied	Not applied
Parcel 35	Not applied	Not applied
Parcel 34	Not applied	Not applied

OWNERSHIP & MAINTENANCE

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

Improvement Projects*	Ownership	Maintenance Responsibility
RiverTown Main Street (Road)	St Johns Co	St Johns Co
RiverTown Main Street (Landscaping)	St Johns Co	CDD
Kendall Crossing (Road)	St Johns Co	St Johns Co
Kendall Crossing (Landscaping)	St Johns Co	CDD
Spine Roads	St Johns Co	St Johns Co
Neighborhood Parks	CDD	CDD
Master Drainage	CDD	CDD

*JEA will own and maintain the major water, sewer and reuse facilities within the public right of way of the Development

BASIS FOR THE COST OPINION

The improvements contemplated in this 2021 Report are currently under construction or constructed. Prosser prepared opinions of probable costs based on the intent and status of each element as defined at its current level of construction. Opinions of cost are based on our experience with similar projects, current actual construction costs, and represent a reasonable approximation pursuant to standard engineering practice. The cost numbers include several elements:

- Construction cost.
- Design fee including engineering, landscape and hardscape, architectural, and sub consultants such as surveyors, environmental consultants and geotechnical engineers.
- Contingency factor of 15% to the extent not already known.
- Construction administration expenses.

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

This 2021 Report has been prepared based upon both the previous and current regulatory criteria. Regulatory criteria will undoubtedly continue to evolve, and future changes may affect the implementation of this plan. If this occurs, future substantial changes should be addressed and included as addenda to the plan.

TABLE I
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF COST OPINIONS
March 2021 Series

Improvement Plan Category	Improvement Plan Opinion of Costs (\$)	2021 Bond Issuance	2021 Bond Issuance Notes	Future Bond Issuance	Future Bond Issuance Notes
Master Drainage & Stormwater Management	\$15,620,168	\$6,983,865	-Parcel 26, 28/30, 29, 32, 34 & 35	\$8,636,303	-Parcel 37, 38, 39, 40, 41 & 42
Master Transportation	\$21,432,550	\$7,532,500	-Spine Road PH 3 (Kendall Crossing PH2) -Spine Road PH 6 (Connect RiverTown Main St to SR 13) -Spine Road PH 8 (RiverTown Ext PH3)	\$13,900,050	-Spine Road 8 (partial), 9 & 10 (RiverTown Main Street Extensions)
Master Landscape	\$2,070,000	\$0		\$2,070,000	-Gateway Entry Features
Master Recreation	\$7,715,375	\$4,711,000	-Parks Parcel 26, 28/30, 29, 32, 34 & 35 -RiverTown Amenity/Park Site Acquisition **	\$3,004,375	-Parks Parcel 37, 38, 39, 40, 41 & 42
Total RECDD III Master Improvement Opinion	\$46,838,093.11	\$19,227,365.20		\$27,610,727.91	

*Includes construction, design fees and 15% contingency

**Includes appraisal amount for 29.71 acres as provide by Colliers Appraisal Report, dated February 28, 2021

Vicinity Map



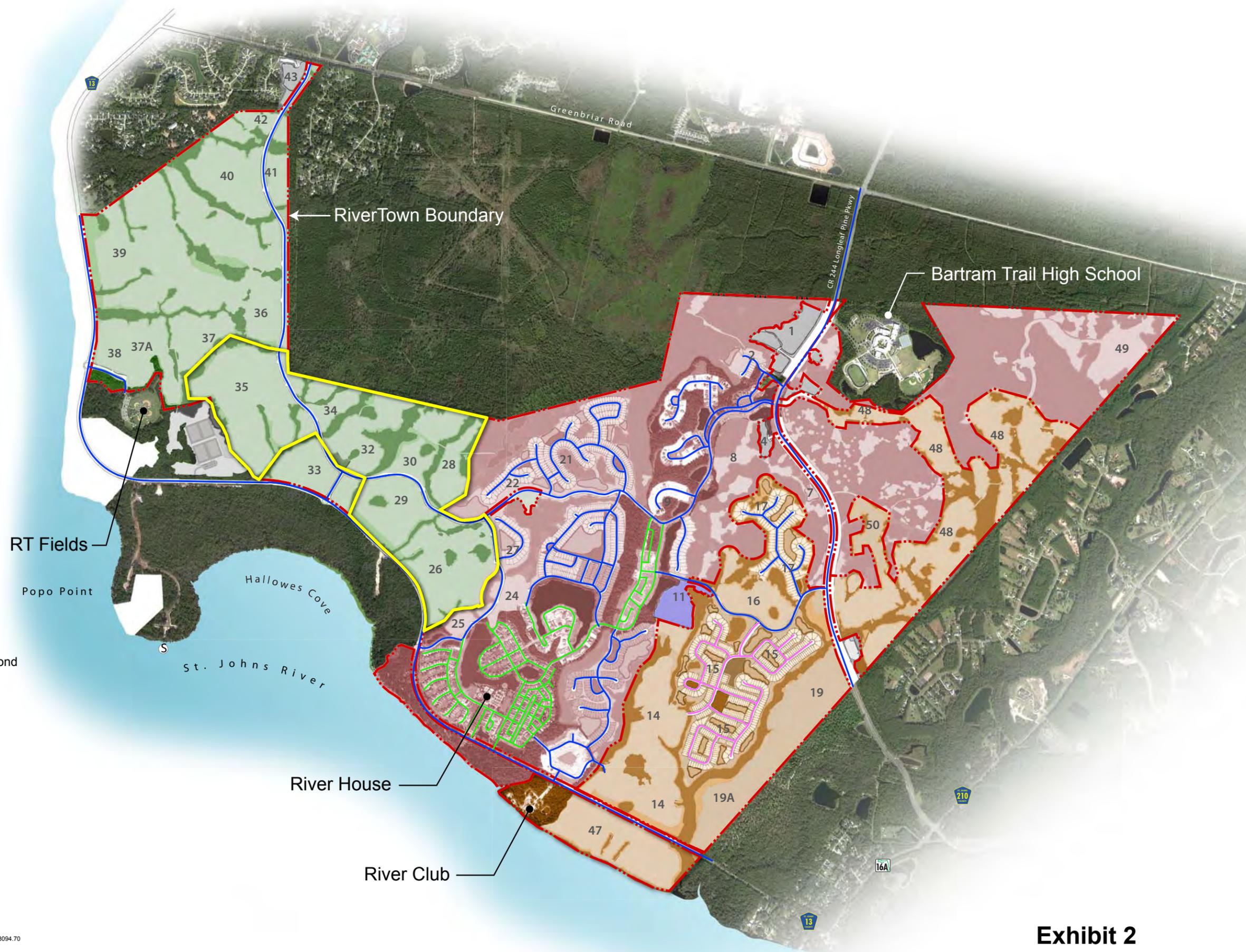
EXHIBIT 1

RIVERTOWN

Master Development Plan Rivers Edge III 2021 Series Bond

LEGEND

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



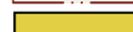
PROSSER

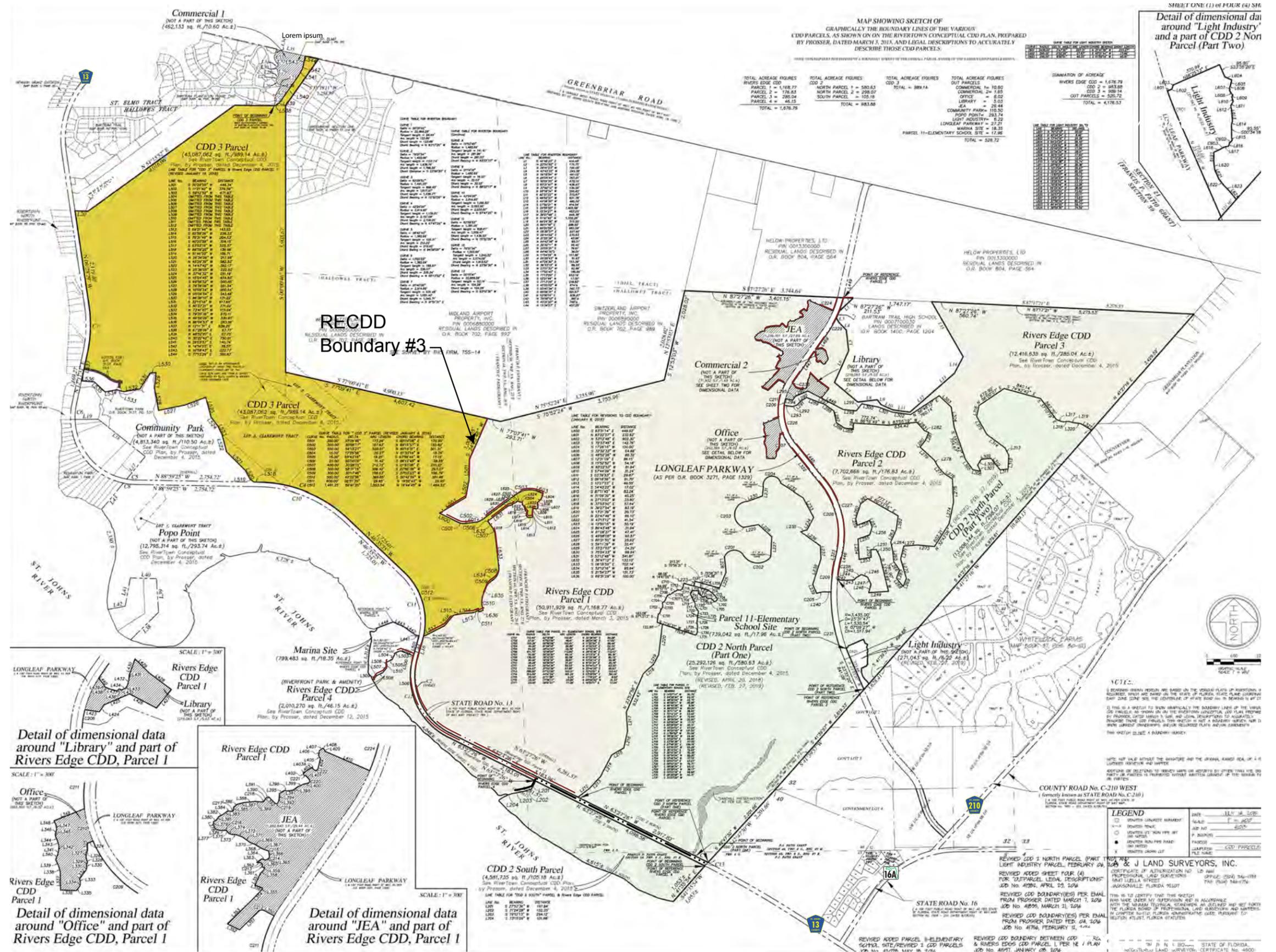
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RIVERTOWN

RECDD #3 Boundary

LEGEND

-  RECDD Boundary
-  RECDD #3 Boundary



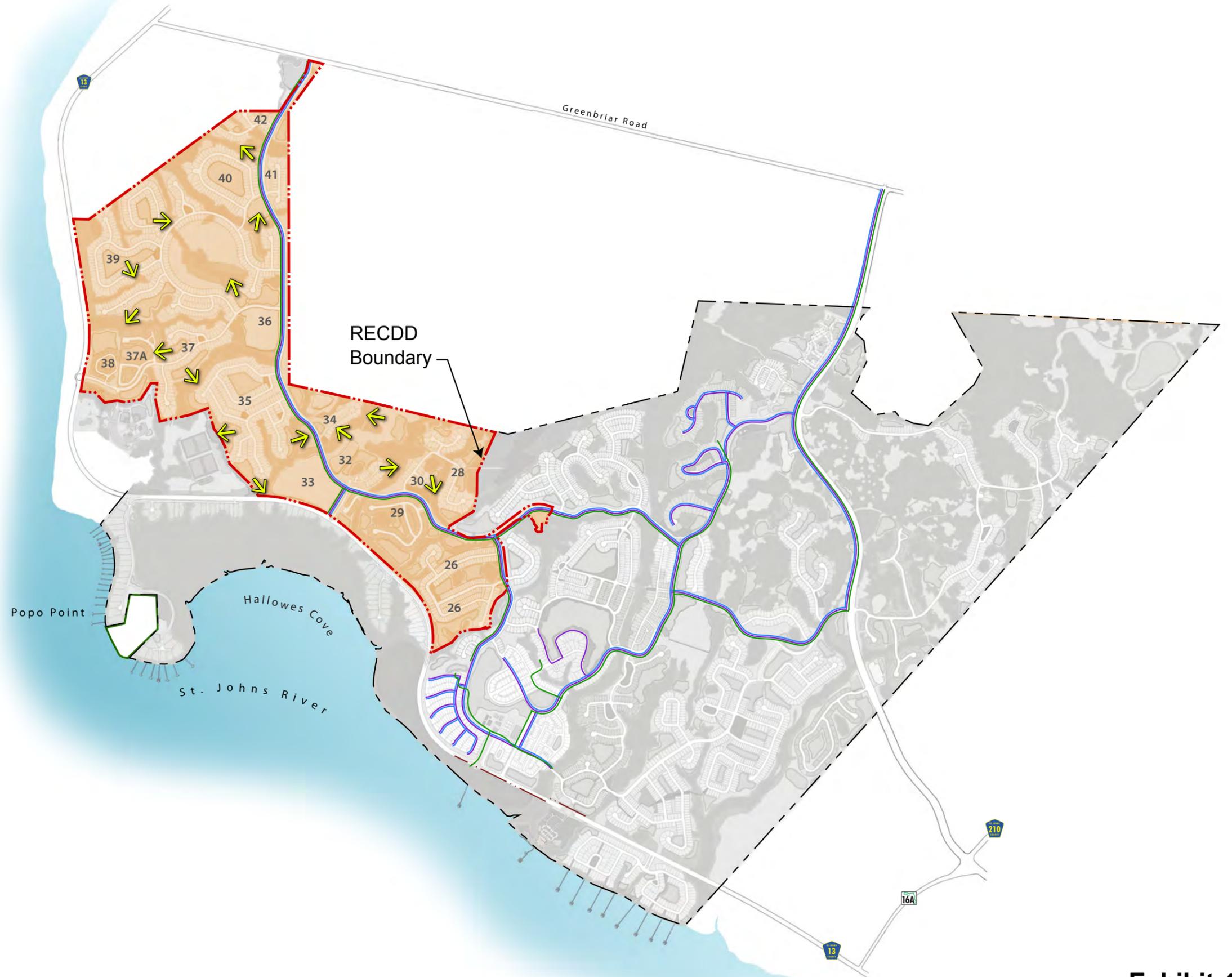
RIVERTOWN

mattamyHOMES

RE III CDD MASTER UTILITY PLAN

LEGEND

- RECDD Boundary
- RECDD #3 Boundary
- Stormwater Discharge
- Water
- Sewer
- Reuse Water



PROSSER

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RIVERTOWN

mattamyHOMES

RE III CDD MASTER TRANSPORTATION PLAN



PROSSER

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B.

DRAFT

**Rivers Edge III Community
Development District**

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

March 17, 2021

Prepared by

Governmental Management Services, LLC

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Exhibit A Assessment Area - Legal description

1.0 Introduction

1.1 Executive Summary

1.1.1 The District

Rivers Edge III Community Development District (the “District”), a local unit of special-purpose government, was established by ordinance of the Board of County Commissioners in and for St. Johns County, Florida on March 5, 2020. The District lands are located within the unincorporated area of St. Johns County, Florida, and the District was established for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of master infrastructure necessary for development to occur within the District.

The residential development planned within the District is a master planned, highly amenitized, residential community. The currently planned development is anticipated to include 1,559 single-family residential units within the District boundaries of approximately 989.14 acres.

1.1.2 Assessment Area

Prior to platting, the Series 2021 Assessments (hereinafter defined) will initially be levied on an equal acreage basis over all 989.14 acres within the District, which assessment area is identified in Exhibit A attached hereto. As lands are platted, the first platted lots will be assigned debt and related assessments based upon the front footage of each lot in accordance with **Table 1**. Based upon the anticipated order of development, lot sales/land sales and sizing of the Series 2021 Bonds, it is anticipated that the Series 2021 Bonds will ultimately be secured by Series 2021 Assessments levied against 539 single-family units within Parcels 26-1 and 26-2, Parcel 28/30, Parcel 29-1, Parcel 32-1, Parcel 34-1 and Parcel 35-1 within the District. Development is complete on Parcel 26-1, which consists of 110 platted units. To the extent the District issues a future series of bonds prior to absorption of all of the Series 2021 Assessments to platted units, the Series 2021 Assessments will take priority over future assessments for purposes of absorption.

The debt incurred by the District to fund the Improvements is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the

repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the land within the District, based on each of the equivalent residential unit ("ERU") categories. For the purpose of determining the special benefit accruing to the lands within the District, the proposed improvement costs have been allocated based on each lot's ERU factor. This is consistent with the Master Assessment Methodology report dated June 8, 2020.

1.2 Special Benefits and General Benefits

Improvements undertaken by the District as described in the Rivers Edge III Community Development District Master Improvement Plan Report, dated June 5, 2020 ("CIP") create special and peculiar benefits, different in kind and degree than general benefits, for properties within the District's borders as well as general benefits to the public at large.

As described in the Rivers Edge III Community Development District's Engineers Report Series 2021 Bonds dated March 8, 2021 ("2021 Engineers Report" and the improvements described therein, the "Phase 1 Project") the construction costs for the improvements comprising the Phase 1 Project are anticipated to total \$19,227,365. The Phase 1 Project is a portion of the CIP. Because the CIP is a system of improvements, the additional improvements increase the overall benefit to all developable lands within the District.

1.3 Requirements of a Valid Assessment Methodology

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

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

2.0 The Series 2021 Capital Improvement Revenue Bonds

2.1 Development Plan - Overview

The developer of the property within the District has defined the proposed lot sizes for the property. The land uses associated with the Series 2021 Bonds are described in Table 1 (Appendix ("Development Plan")). The Development Plan may change dependent upon future market conditions. The assessments securing the Series 2021 Bonds are expected to ultimately be levied on the lands planned to be developed into 539 single-family units within Parcels 26-1 and 26-2, Parcel 28/30, Parcel 29-1, Parcel 32-1, Parcel 34-1 and Parcel 35 within the District and are referred to herein as the "Series 2021 Assessments".

2.2 Bond Description

The District intends to issue its Capital Improvement Revenue Bonds, Series 2021 (as herein described, the "Series 2021 Bonds"). The Series 2021 Bonds will be issued with a thirty-year term. The Series 2021 Bonds have a par amount of \$9,520,000 with an estimated average coupon interest rate of 4.00 %. See bond terms on **Table 2**.

3.0 Assessment Allocation

3.1 Structure

The debt required to finance the Phase 1 Project will initially be allocated to all acreage within the District and are ultimately expected to be allocated to the first 539 single-family units planned for Parcels 26-1 (already platted and will be assigned on an ERU basis) and 26-2, Parcel 28/30, Parcel 29-1, Parcel 32-1, Parcel 34-1 and Parcel 35, and consistent with the Master Special Assessment Methodology Report dated June 8, 2020. The total costs for the Phase 1 Project are estimated at \$19,227,365. Proceeds of the Series 2021 Bonds will be utilized to acquire and/or construct a portion of the Phase 1 Project in the approximate amount of \$8,657,060 (the "Series 2021 Project").

3.2 Assessment Allocation

Based upon the CIP, the District's assessment consultant and underwriter determined the amount of bonds required to fund a

portion of the infrastructure costs necessary for development within the District.

The CIP consists of transportation/roadway improvements, stormwater/drainage improvements, landscape improvements, and community/recreation improvements. The Phase 1 Project includes a portion of the transportation/roadway improvements, master stormwater and drainage improvements, and master recreational improvements (including recreational real property acquisition) making up the CIP and will be funded in part by the Series 2021 Bonds.

Assessments securing the Series 2021 Bonds will initially be levied on all 989.14 acres within the District and will be allocated assessments based on their ERU factors as described herein. As land continues to be developed and platted, the Series 2021 Assessments will be allocated on a first platted basis to developed and platted lots with an identifiable folio number. The Series 2021 Bonds are expected to be allocated to, and fully absorbed by, 539 single family lots. See **Table 3** for the anticipated allocations. Included in **Table 3** are development types that are not included in the current development plan. In the event that the development plan is changed such units not currently planned will be assigned debt and assessments at the levels provided in **Table 3**. Currently, development completion and platting of Parcel 26-1 consisting of 110 residential units is complete and as such a portion of the Series 2021 Assessments will be allocated to these platted lots.

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

4.0 True – Up Mechanism

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

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

The Series 2021 Bonds are estimated to be issued at a par amount of \$9,520,000, which will be secured by the 2021 Assessments initially levied on all 989.14 acres in the District but which are expected to be ultimately allocated to the planned 539 single family lots as described in **Table 1**. The maximum debt per acre is, therefore, \$9,625 for the Series 2021 Bonds. Therefore, at the time of platting, if only a portion of the District lands are platted, then the remaining unplatted developable acres within the District cannot exceed a per acre debt of \$9,625. If the remaining developable acres have debt in excess of \$9,625 per acre, a true-up payment will be due upon platting approval. If the entire parcel is platted and the assignment of debt to the platted lots is not sufficient to absorb the total debt, a true-up payment will be due upon platting approval.

5.0 Final Assessment Roll

A final assessment roll on **Table 4** reflecting the allocation of Series 2021 Assessments securing repayment of the Series 2021 Bonds is attached hereto showing all lands subject to the Series 2021 Assessments, including the lands to be developed into the anticipated 539 single-family lots.

6.0 Additional Stipulations

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the Bonds, please refer to the Master Trust Indenture, dated March 17, 2021, and the Second Supplemental Trust Indenture, dated March 17, 2021.

Table 1 Rivers Edge III Community Development District Development Program Series 2021 Bonds

<u>Land Use</u>	<u>2021 Units</u>	<u>ERU / lot</u>	<u>TOTAL ERU's</u>
Product Type			
40'-49' lot	288	0.75	216
50'-59' lot	57	0.92	52.44
60'-69' lot	115	1	115
70'-79' lot	43	1.25	53.75
80'+ lot	36	1.42	51.12
Sub Total	539		488.31

Prepared By: Governmental Management Services, LLC

<p>Table 2 Rivers Edge III Community Development District Series 2021 Bonds - Sources and Uses of Funds</p>
--

<u>Sources:</u>	2021
Bond Proceeds - Par Amount	\$9,520,000
Total Sources of Funds	\$9,520,000
Uses:	
Construction Funds	\$8,657,060
Debt Service Reserve Fund 1/2 MADS	\$275,407
Interest Reserve	\$222,133
Cost of Issuance	\$365,400
Total Uses of Funds	\$9,520,000
Average Coupon Interest Rate	4.00%
Term	30 years
CAPI period (thru 11/1/21)	7 months
Debt Service Reserve Fund	1/2 of MADS

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

Land Use		Par Debt per Unit 2021 Bond	Total Par Debt 2021 Bond	2021 Bond Net per Unit Annual Debt Service	2021 Bond Total Annual Net Debt Service	2021 Bond Gross per Unit Annual Debt Service (1)
Residential:	No. of Units					
Townhomes (2)	0	\$12,094	\$0	\$699	\$0	\$744
30'-39' lot (2)	0	\$11,314	\$0	\$654	\$0	\$696
40'-49' lot	288	\$14,622	\$4,211,095	\$846	\$243,648	\$900
50'-59' lot	57	\$17,936	\$1,022,360	\$1,038	\$59,152	\$1,104
60'-69' lot	115	\$19,496	\$2,242,018	\$1,128	\$129,720	\$1,200
70'-79' lot	43	\$24,370	\$1,047,900	\$1,410	\$60,630	\$1,500
80'+ lot	36	\$27,684	\$996,626	\$1,602	\$57,663	\$1,704
Total	<u>539</u>		<u>\$9,520,000</u>		<u>\$550,814</u>	

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

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

Prepared By: Governmental Management Services, LLC

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

			Annual Assessments				
Account #	Product Type	Asmnt Units	2021 Gross Asmnt Per Unit (1)	2021 Net Asmnt Per Unit	2021 Total Net Assessments	2021 Bond Debt Per Unit	Total 2021 Bond Debt
(2)	Townhomes (3)	0	\$744	\$699	\$0	\$12,094	\$0
	40'-49' lot (3)	0	\$696	\$654	\$0	\$11,314	\$0
	40'-49' lot	288	\$900	\$846	\$243,648	\$14,622	\$4,211,095
	50'-59' lot	57	\$1,104	\$1,038	\$59,152	\$17,936	\$1,022,360
	60'-69' lot	115	\$1,200	\$1,128	\$129,720	\$19,496	\$2,242,018
	70'-79' lot	43	\$1,500	\$1,410	\$60,630	\$24,370	\$1,047,900
	80'+ lot	36	\$1,704	\$1,602	\$57,663	\$27,684	\$996,626
Total		<u>539</u>			<u>\$550,814</u>		<u>\$9,520,000</u>

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

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

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

Prepared By: Governmental Management Services, LLC

A & J Land Surveyors, Inc.

5847 Luella Street

Jacksonville, Florida 32207

Telephone (904) 346-1733 Fax (904) 346-1736

Jon Bowan, PLS Jeff Ward, PLS

RiverTown

CDD 3 Parcel

Legal Description

Revised, March 8, 2021

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, and being also lying within Lots 2 and 3, CLAREMONT Tract, which lies within the Francis P. Fatio Grant, 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 southeasterly corner of BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, recorded in Map Book 46, pages 78 through 89 of the Public Records of said St. Johns County, Florida, and run thence, the following six (6) courses:

Course No. 1: run thence, North 67°28'06" East, departing from aforesaid BARTRAM PLANTATION PHASE TWO boundary, a distance of 67.77 feet, to a point;

Course No. 2: run thence, North 48°52'07" East, a distance of 67.73 feet, to a point;

Course NO. 3: run thence, North 35°22'42" East, a distance of 750.01 feet, to a point;

Course No. 4: run thence, North 29°03'57" East, a distance of 140.74 feet, to a point;

Course No. 5: run thence, North 19°14'03" East, a distance of 78.57 feet, to a point;

Course No. 6: run thence North 10°58'43" East, a distance of 222.77 feet, to a point on the southerly Right of Way line of GREENBRIAR ROAD, (formerly known as STATE ROAD No. 11 and/or BOMBING RANGE ROAD, a variable width Public Road Right of Way, as per Right of Way Map prepared by St. Johns County Surveying and mapping Program, dated April 19, 1999); run thence South 77°13'29" East, along said southerly Right of Way line of GREENBRIAR ROAD, a distance of 300.83 feet, to a point on the monumented westerly boundary of GREENBRIAR SECTION ONE, as recorded in Map Book 14, pages 57 and 58, of the Public Records of said St. Johns County, Florida; run thence, along the westerly line of said GREENBRIAR SECTION ONE, and then along the monumented westerly line of a tract of land formerly owned by the United States of America, (acquired by Condemnation Suit 602-J, Civil), and the same being the easterly line of lands described in Official Records Book 702, page 989 (Parcel 4), of the Public Records of St. Johns County, Florida; run thence, along last said line the following two (2) courses and distances:

Course No. 1: run thence, South 35°18'11" West, a distance of 1,258.39 feet, to a point;

Course No. 2: run thence, South 00°00'46" West, a distance of 5,903.67 feet, to the monumented southwesterly corner of last said lands; run thence South 77°09'41" East, along the southerly line of a tract of land formerly owned by the United States of America, (acquired by Condemnation Suit 602-J, Civil), and the same being the northerly line of lands described in Official Records Book 702, page 989 (Parcel 4), of the Public Records of St. Johns County, Florida, a distance of 4,607.42 feet, to a point; run thence, the following fifty-seven (57) courses and distances:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Course No. 34: run thence, North $61^{\circ}08'37''$ West, a distance of 47.41 feet, to the point of curvature, of a curve, leading westerly;

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

Course No. 36: run thence, South $49^{\circ}08'05''$ West, along last said tangency, a distance of 60.87 feet, to a point;

Course No. 37: run thence, South $80^{\circ}21'55''$ West, a distance of 25.62 feet, to a point;

Course No. 38: run thence, South $59^{\circ}11'39''$ West, a distance of 32.41 feet, to a point;

Course No. 39: run thence, South $33^{\circ}27'03''$ West, a distance of 24.29 feet, to a point;

Course No. 40: run thence, South $75^{\circ}04'23''$ West, a distance of 99.94 feet, to a point;

Course No. 41: run thence, South $53^{\circ}12'48''$ West, a distance of 541.61 feet, to the point of curvature, of a curve, leading southerly;

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

Course No. 43: run thence, South $36^{\circ}47'12''$ East, a distance of 133.10 feet, to the point of curvature, of a curve, leading southeasterly;

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

Course No. 45: run thence, South $06^{\circ}18'59''$ East, along last said tangency, a distance of 702.14 feet, to the point of curvature, of a curve, leading southwesterly;

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

Course No. 47: run thence, South $52^{\circ}12'16''$ West, along last said tangency, a distance of 95.64 feet, to the point of curvature, of a curve, leading southwesterly;

Course No. 48: run thence, southwesterly, along and around the arc of a curve, being concave southeasterly, and having a radius of 300.00 feet, through a central angle of $30^{\circ}17'46''$ to the left, an arc distance of 158.63 feet, to the point

of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 37°03'23" West, 156.79 feet;

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

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

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

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

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

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

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

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

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

Course No. 1: run thence, northwesterly, along and around the arc of a curve, being concave westerly, and having a radius of 1,491.25 feet, through a central angle of 59°41'20" to the left, an arc distance of 1,553.54 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 16°44'45" West, 1,484.23 feet;

Course No. 2: run thence, North 46°35'25" West, along last said tangency, a distance of 1,725.01 feet, to the point of curvature, of a curve leading westerly;

Course No. 3: run thence westerly, along and around the arc of a curve, being concave southerly, and having a radius of 2,914.90 feet, through a central angle of 42°24'00" to the left, an arc distance of 2,157.08 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 67°47'25" West, 2,108.20 feet;

Course No. 4: run thence, North 88°59'25" West, along last said tangency, a distance of 136.96 feet; thence departing from the aforesaid northeasterly Right of Way line of STATE ROAD No. 13, run the following eighteen (18) courses and distances:

Course No. 1: run thence, North 51°46'02" West, a distance of 108.71 feet, to a point;

Course No. 2: run thence, North 28°34'09" West, a distance of 217.98 feet, to a point;

Course No. 3: run thence, North 45°29'39" West, a distance of 582.53 feet, to a point;

Course No. 4: run thence, North 14°47'42" West, a distance of 382.17 feet, to a point;

Course No. 5: run thence, North 25°36'05" West, a distance of 222.60 feet, to a point;

Course No. 6: run thence, North 37°16'32" West, a distance of 251.19 feet, to a point;

Course No. 7: run thence, North 15°04'45" West, a distance of 454.83 feet, to a point;

Course No. 8: run thence, South 69°56'52" West, a distance of 500.85 feet, to a point;

Course No. 9: run thence, South 78°34'06" West, a distance of 591.54 feet, to a point;

Course No. 10: run thence, North 10°08'34" West, a distance of 500.54 feet, to a point;

Course No. 11: run thence, North 05°08'54" East, a distance of 343.48 feet, to a point;

Course No. 12: run thence, South 86°38'10" West, a distance of 131.22 feet, to a point;

Course No. 13: run thence South 32°15'18" West, a distance of 417.65 feet, to a point;

Course No. 14: run thence, South 80°37'31" West, a distance of 371.02 feet, to a point;

Course No. 15: run thence, North 73°41'07" West, a distance of 151.04 feet, to a point;

Course No. 16: run thence, South 79°35'36" West, a distance of 270.11 feet, to a point;

Course No. 17: run thence, North 46°58'09" West, a distance of 330.95 feet, to a point;

Course No. 18: run thence, North 86°04'53" West, a distance of 283.56 feet, to a point, on the easterly Right of Way line of STATE ROAD No. 13; run thence, along the aforesaid easterly Right of Way line of STATE ROAD No. 13, the following three (3) courses and distances:

Course No. 1: run thence, North 12°11'31" East, a distance of 638.25 feet, to the point of curvature, of a curve leading northerly;

Course No. 2: run thence northerly, along and around the arc of a curve, being concave westerly, and having a radius of 2,914.89 feet, through a central angle of 20°40'00" to the right, an arc distance of 1,051.41 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 01°51'31" East, 1,045.71 feet;

Course No. 3: run thence, North 08°28'29" West, along last said tangency, a distance of 2,119.40 feet, to a point on the monumented southerly line of lands described and recorded in Deed Book "K", page 347 of the Public Records of said St. Johns County, Florida; run thence, along last said line, and also being the southerly line of those lands described and recorded in Official Records Book 878, page 1283 of the Public Records of St. Johns County, Florida, the following two (2) courses and distances:

Course No. 1: run thence, South 88°11'16" East, a distance of 288.50 feet, to a point;

Course No. 2: run thence, North 54°15'52" East, a distance of 4,016.06 feet, to a point, said point also lying on the southerly boundary of BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, recorded in Map Book 46, pages 78 through 89 of the Public Records of St. Johns County, Florida; run thence, South 89°20'59" East, along last said line, a distance of 883.58 feet, to the aforesaid most southeasterly corner of BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, recorded in Map Book 46, pages 78 through 89 of the Public Records of said St. Johns County, Florida, and the POINT OF BEGINNING.

The lands thus described contains 43,087,062 square feet, or 989.14 acres, more or less, in area.

LESS AND EXCEPT 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 St. Johns County, Florida, aforesaid plat containing 2,225,408 square feet, or 51.08 Acres. HOWEVER, a portion of said Plat lies within Rivers Edge CDD, said portion containing 122,299 square feet, or 2.80 Acres, more or less, in area, leaving a residual of 2,103,109 square feet or 48.28 Acres, lying within the boundaries of Rivers Edge 3 CDD.

FURTHER LESS AND EXCEPT that portion of the plat of "ESTATES at RIVERTOWN", as shown on the plat thereof, recorded in Map Book 105, pages 50-58, of the Public Records of said St. Johns County, Florida, and being "Kendall Crossing, Rivertown Main Street and Tract SWMF-3", which lies within the boundaries of Rivers Edge 3 CDD, and equals 366,630 square feet, or 8.41 Acres, more or less, in area.

Total acreage remaining 40,617,323 square feet, or 932.45 Acres, remaining in the Rivers Edge 3 CDD

C.

RESOLUTION NO. 2021-02

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that:

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

2. Award. The Purchase Agreement in the form attached hereto as Exhibit A is hereby approved in substantial form and the sale of the Series 2021 Bonds to the Underwriter upon the terms and conditions therein set forth, but within

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary

Chairman/Vice Chairman,
Board of Supervisors

**SCHEDULE I
PARAMETERS**

Maximum Principal Amount:	Not to Exceed \$12,000,000
Maximum Coupon Rate:	Maximum Statutory Rate
Underwriting Discount:	Maximum 2.0%
Not to Exceed Maturity Date:	May 1, 2052
Redemption Provisions:	The Series 2021 Bonds shall be subject to redemption as set forth in the form of Series 2021 Bond attached to the form of Supplemental Indenture attached hereto and shall be subject to optional redemption no later than May 1, 2033 at par.

1.

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

\$ _____
**Capital Improvement Revenue Bonds,
Series 2021**

April __, 2021

BOND PURCHASE AGREEMENT

Rivers Edge III Community Development District
St. Johns County, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Agreement with the Rivers Edge III Community Development District (the "District" or the "Issuer"). This offer is made subject to written acceptance hereof by the Issuer at or before 12:00 midnight, New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Capitalized terms that are not defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum or the Indenture, as applicable, each as defined herein.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \$_____ Capital Improvement Revenue Bonds, Series 2021 (the "Series 2021 Bonds"). The Series 2021 Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2021 Bonds is payable semi-annually on May 1 and November 1 each year, commencing November 1, 2021. The aggregate purchase price for the Series 2021 Bonds shall be \$_____ (representing the aggregate par amount of the Series 2021 Bonds of \$_____, [less/plus] original issue [discount/premium], less an Underwriter's discount on the Series 2021 Bonds of \$_____).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

2. The Series 2021 Bonds. The Series 2021 Bonds are authorized and issued pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, any successor statute thereto, the Florida Constitution, and other applicable provisions of law (collectively, the "Act"), and Ordinance No. 2020-7 enacted by the County Commissioners of St. Johns County, Florida (the "County") and effective on March 5, 2020. The District was established for the purposes, among other things, of financing and managing the acquisition, construction, installation, maintenance and

operation of a portion of the major infrastructure necessary for community development in RiverTown (the "Development"). The Series 2021 Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of April 1, 2021 (the "Master Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a First Supplemental Trust Indenture, dated as of April 1, 2021, between the District and the Trustee (the "First Supplemental Indenture," and, together with the Master Indenture, the "Indenture"), and Resolution Nos. 2020-28 and 2021-02 adopted by the District on June 10, 2020 and March 17, 2021, respectively (together, the "Bond Resolution"), authorizing the issuance of the Series 2021 Bonds. The Series 2021 Assessments (hereinafter defined) comprising the Series 2021 Pledged Revenues will be levied by the Issuer on lands within the District specially benefited by the Project pursuant to resolutions duly adopted by the Board (collectively, the "Assessment Resolution"). The Series 2021 Bonds shall be as described in, and shall be issued and secured pursuant to, the provisions of the Indenture. The Issuer will also enter into: (a) a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with Mattamy Jacksonville LLC (the "Developer") and Governmental Management Services, LLC, as dissemination agent; (b) the Collateral Assignment and Assumption of Development Rights (the "Collateral Assignment") with the Developer; (c) the Completion Agreement (the "Completion Agreement") with the Developer; (c) the True-Up Agreement (the "True-Up Agreement") with the Developer; and (d) this Bond Purchase Agreement. For purposes hereof, this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement, the Collateral Assignment, the Completion Agreement and the True-Up Agreement are referred to herein collectively as the "Financing Documents."

The Series 2021 Bonds are being issued to: (i) finance the Cost of acquiring, constructing and equipping assessable improvements comprising the Project, as more particularly described in the Limited Offering Memorandum (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2021 Bonds; (iii) make a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds; and (iv) pay a portion of the interest first coming due on the Series 2021 Bonds.

The principal and interest on the Series 2021 Bonds are payable from and secured by the Series 2021 Trust Estate, which includes the Series 2021 Pledged Revenues and the Series 2021 Pledged Funds. The Series 2021 Pledged Revenues consist primarily of the revenues derived by the District from non ad-valorem special assessments levied against lands in the District that are subject to assessment as a result of the Project (the "Series 2021 Assessments").

3. Delivery of Limited Offering Memorandum and Other Documents. (a) Prior to the date hereof, the Issuer provided to the Underwriter for its review the Preliminary Limited Offering Memorandum, dated March __, 2021 (the "Preliminary Limited Offering Memorandum"), that the Issuer deemed final as of its date, except for certain permitted omissions (the "permitted omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the pricing of the Series 2021 Bonds. The Issuer hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date except for the permitted omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least three (3) business days prior to the date the Series 2021 Bonds are delivered to the Underwriter, or within such other period as the Underwriter may inform the Issuer which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer sufficient copies of the final Limited Offering Memorandum ("Limited Offering

Memorandum”) to enable the Underwriter to fulfill its obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriter. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the Issuer as shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The Issuer authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the public offering and sale of the Series 2021 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2021 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in the Rule), or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if the Issuer has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the Issuer, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file or cause, to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Series 2021 Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2021 Bonds are hereinafter included within the term “Limited Offering Memorandum.”

4. Authority of the Underwriter. The Underwriter is duly authorized to execute this Bond Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any “person” or “affiliate” has been on the “convicted vendor list” during the past thirty-six (36) months, as all such terms are defined in Section 287.133, Florida Statutes, as amended.

5. Offering and Sale of Bonds. The Underwriter agrees to make a bona fide limited offering to “accredited investors” representing the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriter or wholesalers) of all of the Series 2021 Bonds at not in excess of the initial public offering price or prices (or below the yield or yields) set forth in Exhibit A hereto; provided, however, that the Underwriter may (i) offer and sell the Series 2021 Bonds to certain bond houses, brokers or to similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices set forth in Exhibit A hereto, and (ii) change such initial offering prices (or yields) as the Underwriter deems necessary in connection with the

marketing of the Series 2021 Bonds. The Issuer hereby authorizes the Underwriter to use the Limited Offering Memorandum in connection with the public offering and sale of the Series 2021 Bonds and ratifies and confirms the distribution and use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with such public offering and sale.

6. Issuer Representations, Warranties, Covenants and Agreements. The Issuer represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing (hereinafter defined):

(a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State of Florida, with full legal right, power and authority to: (i) adopt the Bond Resolution and the Assessment Resolution; (ii) enter into the agreements set forth in the Financing Documents; (iii) sell, issue and deliver the Series 2021 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2021 Bonds for the purposes described in the Limited Offering Memorandum; (v) authorize the distribution of the Preliminary Limited Offering Memorandum and execution of the Limited Offering Memorandum; (vi) carry out and consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Financing Documents and the Limited Offering Memorandum; (vii) undertake the completion or acquisition of the Project; and (viii) levy and collect the Series 2021 Assessments that will secure the Series 2021 Bonds. The Issuer has complied, and at the Closing will be in compliance in all respects, with the terms of the Act and with the obligations on its part contained in the Financing Documents and the Series 2021 Bonds.

(b) The District has complied, and at the Closing will be in compliance in all respects, with the Bond Resolution, the Assessment Resolution, the Act, and the Constitution and laws of the State of Florida in all matters relating to the Financing Documents and the Series 2021 Bonds, and the imposition, and levy and collection of the Series 2021 Assessments.

(c) The District has duly authorized and approved (and, with respect to the final Series 2021 Assessments, will duly authorize and approve) (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, the Series 2021 Assessments and the Series 2021 Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Financing Documents, the Series 2021 Assessments, the Series 2021 Bonds and the Limited Offering Memorandum.

(d) Each of the Financing Documents constitutes, or will at Closing constitute, a legally valid and binding obligation of the District enforceable in accordance with its terms, and, upon due authorization, execution and delivery thereof by the parties thereto, will constitute the legal, valid and binding obligation of the District enforceable in accordance with its terms.

(e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2021 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Series 2021 Bonds as aforesaid, the First Supplemental Indenture will provide, for the benefit of the holders from time to time of the Series 2021 Bonds, a legally valid and binding pledge of and a security interest in and to the Series 2021 Trust Estate pledged to the Series 2021 Bonds, subject only to the provisions of the First Supplemental Indenture permitting the application of such Series 2021 Trust Estate for the purposes and on the terms and conditions set forth in the First Supplemental Indenture.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be made simultaneously with the issuance of the Series 2021 Bonds, is required to be obtained by the District in connection with the issuance and sale of the Series 2021 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under the Financing Documents and the Series 2021 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) The District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, the Financing Documents, the Series 2021 Bonds or any applicable judgment or decree or any other loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, that could have a materially adverse effect on the business or operations of the District, and no event of default by the District has occurred and is continuing under any such instrument.

(i) The execution and delivery by the District of the Financing Documents, the Series 2021 Bonds and any other instrument to which the District is a party and which is used or contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2021 Bonds or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of, or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State of Florida or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.

(j) Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Series 2021 Bonds or the proceedings relating to the Series 2021 Assessments, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2021 Bonds, the Financing Documents, the Series 2021 Assessments or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2021 Bonds, (6) the exemption under the Act of the Series 2021 Bonds and the interest thereon from taxation imposed by the

State of Florida, (7) the legality of investment in the Series 2021 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series 2021 Bonds, or (9) the collection of the Series 2021 Assessments and the pledge thereof under the Indenture to pay the principal or premium, if any, or interest on the Series 2021 Bonds.

(k) Other than as stated in the Limited Offering Memorandum, the District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the Series 2021 Pledged Revenues and Series 2021 Pledged Funds pledged to the Series 2021 Bonds with a lien thereon prior to or on a parity with the lien of the Series 2021 Bonds.

(l) Between the date of this Bond Purchase Agreement and the date of the Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Limited Offering Memorandum, or (2) in the ordinary course of business.

(m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(n) No representation or warranty by the District in this Bond Purchase Agreement nor any statement, certificate, document or exhibit furnished to or to be furnished by the District pursuant to this Bond Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, provided, however, that no representation is made with respect to information concerning The Depository Trust Company or the Underwriter or concerning information in the Limited Offering Memorandum under the captions "THE DEVELOPMENT," "THE DEVELOPER," "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System," "TAX MATTERS," "LITIGATION – The Developer," and "CONTINUING DISCLOSURE – Continuing Compliance – Developer."

(o) The District is not in default and has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the District.

7. The Closing. At 12:00 noon, New York time, on April __, 2021, or at such earlier or later time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2021 Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2021 Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Series 2021 Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Series 2021 Bonds, but neither the failure to print such number on any Series 2021 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2021 Bonds in accordance with the terms of this Bond Purchase Agreement. The Closing shall occur at the offices of the Issuer, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2021 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the

name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”) and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC “F.A.S.T.” procedure is used which requires the Registrar to retain possession of the Series 2021 Bonds.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Bond Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2021 Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of the Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement and the Indenture as of the date of Closing;

(b) At the Closing, (1) the Financing Documents and the Series 2021 Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2021 Bonds all such action as in the reasonable opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to be performed at or prior to the Closing, and (5) the Series 2021 Bonds shall have been duly authorized, executed, authenticated and delivered;

(c) At or prior to the Closing, the Underwriter shall have received executed or certified copies of the following documents:

(1) Certificates, dated the date of Closing regarding the Limited Offering Memorandum and no default;

(2) The Bond Resolution and the Assessment Resolution, certified by authorized officers of the District under its seal as a true and correct copy and as having been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;

(3) The Limited Offering Memorandum and each supplement or amendment thereto, as applicable;

(4) A certificate of the District, dated the date of Closing, signed on its behalf by the Chair or Vice Chair and the Secretary or an Assistant Secretary of its Board of Supervisors, in substantially the form of Exhibit C hereto;

(5) An opinion, dated the date of Closing, of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum;

(6) An opinion of Bond Counsel to the effect that Bond Counsel has reviewed the statements contained in the Limited Offering Memorandum under the sections captioned "DESCRIPTION OF THE SERIES 2021 BONDS" (other than the portion thereof captioned "Book-Entry Only System" and other than any information therein relating to DTC or the book-entry system, as to which no opinion is expressed) and "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS" (other than the portions thereof captioned "Agreement for Assignment of Development Rights," "Completion Agreement," and "True-Up Agreement" as to all of which no opinion will be expressed) and, insofar as such statements purport to be summaries of certain provisions of the Series 2021 Bonds, the Act and the Indenture, they constitute a fair summary of the information purported to be summarized therein, and the statements in the Limited Offering Memorandum on the cover relating to Bond Counsel's opinion and under the caption "TAX MATTERS" are accurate statements or summaries of the matters therein set forth;

(7) An opinion, dated the date of Closing, of Hopping Green & Sams, P.A., Tallahassee, Florida, District Counsel, in substantially the form of Exhibit D hereto;

(8) Copies of the Master Special Assessment Methodology Report and the Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds prepared by Governmental Management Services, LLC and a certificate from such firm in substantially the form attached hereto as Exhibit E;

(9) An opinion, dated the date of Closing, of Bryant Miller Olive P.A., Orlando, Florida, Counsel to the Underwriter (the "Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;

(10) An opinion, dated the date of Closing and addressed to the Underwriter and the Issuer, of counsel to the Trustee, in form and substance acceptable to the Underwriter and a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Trustee;

(11) A certificate of the Developer, in substantially the form of the certificate included herein as Exhibit G and an opinion of counsel to the Developer in substantially the form included herein as Exhibit H (which may be addressed to such parties in one or more separate opinions);

(12) Copies of the Master Improvement Plan Report and the Engineer's Report Series 2021 Bonds and a certificate from the Issuer's Consulting Engineer, in substantially the form

attached hereto as Exhibit I, dated the date of Closing and addressed to the Issuer and the Underwriter;

(13) A certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of Closing, it is not expected that the proceeds of the Series 2021 Bonds will be used in a manner that would cause the Series 2021 Bonds to be “arbitrage bonds” within the meaning of Section 148 of Internal Revenue Code of 1986, as amended;

(14) Specimen Series 2021 Bonds;

(15) A copy of the executed Letter of Representations between the District and The Depository Trust Company, New York, New York;

(16) Executed Financing Documents;

(17) Evidence of compliance with the requirements of Section 189.051, Florida Statutes;

(18) A copy of the Final Judgment issued on August 31, 2020 by the Circuit Court of the Seventh Judicial Circuit of Florida, in and for St. Johns County, Florida in Case No. CA20-0690 and a certificate of no appeal;

(19) A Declaration of Consent from the Developer;

(20) A certificate of the District Manager, in substantially the form of the certificate included herein as Exhibit F; and

(21) Such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2021 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter’s Counsel may deem necessary to evidence the truth and accuracy as of the Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payments for, the Series 2021 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in their sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2021 Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of

delivery and payment of the Series 2021 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder, but the respective obligations of the Underwriter and the District set forth in Section 10 hereof shall continue in full force and effect.

9. Termination. The Underwriter may terminate this Bond Purchase Agreement by written notice to the Issuer in the event that between the date hereof and the Closing:

(a) the marketability of the Series 2021 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (i) enacted or adopted by the United States, (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (iii) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States, or any comparable legislative, judicial or administrative development affecting the federal tax status of the Issuer, its property or income, obligations of the general character of the Series 2021 Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulations shall be introduced in, or be enacted or adopted in the State of Florida, or a decision by any court of competent jurisdiction within the State of Florida shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by them; or

(c) any amendment to the Limited Offering Memorandum is proposed by the Issuer or deemed necessary by Bond Counsel, or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by them; or

(d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2021 Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2021 Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as

amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter of the Series 2021 Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Issuer to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2021 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2021 Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2021 Bonds, or the Series 2021 Bonds, as contemplated hereby; or

(g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Issuer or proceedings under the federal or State of Florida bankruptcy laws shall have been instituted by the Issuer, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect (i) the market price or the marketability of the Series 2021 Bonds, or (ii) the ability of the Underwriter to enforce contracts for the sale of the Series 2021 Bonds; or

(h) a general banking moratorium shall have been declared by the United States, New York or Florida authorities, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by them; or

(i) any national securities exchange, or any governmental authority, shall impose, as to the Series 2021 Bonds or obligations of the general character of the Series 2021 Bonds any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2021 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2021 Bonds to be purchased by it; or

(j) legal action shall have been filed against the Issuer wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2021 Bonds, the Bond Resolution, the Assessment Resolution, the Indenture, the Continuing Disclosure Agreement or this Bond Purchase Agreement; provided, however, that as to any such litigation, the Issuer may request and the Underwriter may accept an opinion by Bond Counsel, or of other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations; or

(l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2021 Bonds or the contemplated offering prices thereof and upon the receipt of notice by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum.

(n) the IRS makes a determination with respect to any special purpose development district formed under State law (referred to herein as a "Special District") deeming that all or certain of such Special Districts are not a "political subdivision" for purposes of Section 103(a) of the Code, and such determination, in the reasonable opinion of the Underwriter, materially adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2021 Bonds or the contemplated offering prices thereof.

10. Expenses.

(a) The District agrees to pay from the proceeds of the Series 2021 Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this Bond Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (2) the fees and disbursements of Bond Counsel, District Counsel, Governmental Management Services, LLC, as Methodology Consultant, Prosser, Inc., as Consulting Engineer, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager; (3) the fees and disbursements of Underwriter's Counsel, (4) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture; and (5) out-of-pocket expenses of the District.

(b) The Underwriter shall pay (1) the cost of qualifying the Series 2021 Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale; and (2) out-of-pocket expenses,

including advertising, incurred by them in connection with their offering and distribution of the Series 2021 Bonds.

(c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.

11. No Advisory or Fiduciary Role. The District acknowledges and agrees that (i) the purchase and sale of the Series 2021 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2021 Bonds, (v) the Underwriter has financial and other interests that differ from those of the District, and (vi) the District has received the Underwriter's G-17 Disclosure Letter.

12. Notices. All notices, demands and formal actions hereunder shall be in writing and mailed, telegraphed or delivered to:

The Underwriter: MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789
Attn: Brett Sealy

The District: Rivers Edge III Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
World Golf Village
St. Augustine, Florida 32092
Attn: James A. Perry

Copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jennifer Kilinski, Esq.

13. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assignees of the Issuer or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the

Underwriter; (ii) the delivery of and payment for the Series 2021 Bonds pursuant to this Bond Purchase Agreement; or (iii) any termination of this Bond Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

14. Waiver. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in their sole discretion.

15. Effectiveness. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chair or Vice Chair and shall be valid and enforceable at the time of such acceptance.

16. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. Headings. The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

18. Florida Law Governs. The validity, interpretation and performance of this Bond Purchase Agreement shall be governed by the laws of the State of Florida.

19. Truth In Bonding Statement. Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:

(a) The Issuer is proposing to issue the Series 2021 Bonds for the purposes of (i) paying the Costs of the Project; (ii) paying certain costs associated with the issuance of the Series 2021 Bonds; (iii) making a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds; and (iv) paying a portion of the interest first coming due on the Series 2021 Bonds. The Series 2021 Bonds are expected to be repaid over a period of approximately [_____] ([__]) years. At a true interest cost of approximately _____%, total interest paid over the life of the Series 2021 Bonds will be approximately \$_____.

(b) The sources of repayment for the Series 2021 Bonds are the Series 2021 Pledged Revenues and the Series 2021 Pledged Funds (as described in Section 2 hereof). Authorizing the Series 2021 Bonds will result in a maximum of approximately \$_____ not being available to finance other services of the Issuer every year for approximately [_____] ([__]) years.

20. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2021 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit J, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2021 Bonds.

(b) The Issuer will treat the first price at which 10% of each maturity of the Series 2021 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply

within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2021 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2021 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2021 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the date of Closing has occurred, until the 10% test has been satisfied as to the Series 2021 Bonds of that maturity or until all Series 2021 Bonds of that maturity have been sold to the public.

[Remainder of page intentionally left blank]

21. Entire Agreement. This Bond Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Issuer or the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____

Name: Brett Sealy

Title: Managing Partner

Accepted by:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: D.J. Smith

Title: Vice Chair

EXHIBIT A

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

REDEMPTION PROVISIONS FOR THE SERIES 2021 BONDS

* The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Bond Purchase Agreement.

EXHIBIT B

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

\$ _____
Capital Improvement Revenue Bonds,
Series 2021

DISCLOSURE STATEMENT

April __, 2021

Rivers Edge III Community Development District
St. Johns County, Florida

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the above-captioned Bonds pursuant to a Bond Purchase Agreement dated April __, 2021 (the "Purchase Agreement") between the Underwriter and Rivers Edge III Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Bonds:

(a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Agreement is \$ _____ (__ %).

(b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Bonds is \$ _____. An itemization of these expenses is attached hereto as Schedule I.

(c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Bonds.

(d) The components of the Underwriter's discount are as follows:

	<u>Per \$1,000</u>		
Management Fee:		or	\$
Takedown:		or	
Expenses:	_____	or	_____
			\$

(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, Florida 32789

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes, as amended.

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____

Name: Brett Sealy

Title: Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

Travel Expenses	\$
Communication	
Day Loan	
Clearance & Settlement Charges	
CUSIP / DTC	
Contingency	
<hr/>	
Total	\$

EXHIBIT C

CERTIFICATE OF DISTRICT

The undersigned, as Vice Chair and Secretary, respectively, of the Board of Supervisors (the "Board") of Rivers Edge III Community Development District (the "District"), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 8(c)(4) of the Bond Purchase Agreement, dated April __, 2021, with the District (the "Bond Purchase Agreement") in connection with the issuance by the District of its \$_____ Capital Improvement Revenue Bonds, Series 2021 (the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Bond Purchase Agreement):

1. D.J. Smith is the duly appointed and acting Vice Chair of, and James A. Perry is the duly appointed and acting Secretary to, the Board, authorized by resolution of the Board pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District.

2. There is currently one vacancy on the Board of Supervisors. The following named persons are as of the date hereof the duly elected, qualified and acting members of the Board holding the office of appointment set forth opposite their names:

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

* Affiliated with Developer.

3. Each of said persons since his or her appointment as aforesaid has been and now is the duly designated and qualified officer of the Board holding the office set forth opposite his or her name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking in form and amount required by law.

4. The seal, an impression of which appears below, was duly adopted by the District as its official seal and is the only legally adopted, proper and official seal of the District.

5. At duly called and held meetings of the Board on June 10, 2020 and March 17, 2021 the Board duly adopted Resolution Nos. 2020-28 and 2021-02, respectively, true and correct copies of which are attached hereto (collectively, the "Bond Resolution"), which Bond Resolution remains in full force and effect on the date hereof.

6. At duly called and held meetings of the Board on June 10, 2020, July 15, 2020, and [April 21, 2021], the Board duly adopted Resolution Nos. 2020-29, Resolution No. 2020-36, and Resolution No. 2021-[__], respectively, true and correct copies of which are attached hereto (collectively, the "Assessment Resolutions"), which Assessment Resolutions remain in full force and effect on the date hereof.

7. The above referenced meetings of the Board at which the Bond Resolution and Assessment Resolutions were adopted were duly called in accordance with applicable law and at said meetings a quorum was present and acted throughout. All meetings of the Board at which the Board considered any matters related to the Bond Resolution, the Assessment Resolutions, the Indenture, the Bonds or any documents related to the issuance of the Bonds have been open to the public and held in accordance with the procedures required by Section 189.015 and Chapter 286, Florida Statutes, as amended, and all laws amendatory thereof and supplementary thereto.

8. The District has complied with the provisions of Chapters 170, 190 and 197, Florida Statutes related to the imposition, levy, collection and enforcement of the Series 2021 Assessments.

9. Upon authentication and delivery of the Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolution, the Assessment Resolutions or the Indenture.

10. Each of the representations and warranties made by the District in the Bond Purchase Agreement is, to the best of our knowledge and belief, true and accurate on and as of this date.

11. The District has complied with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Bonds pursuant to the Bond Purchase Agreement, the Bond Resolution, the Assessment Resolutions and the Indenture.

12. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material and adverse change has occurred in the business, properties, other assets and financial position of the District or results of operations of the District; and to the best of our knowledge, the District has not, since the date of the Limited Offering Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

13. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum (but without intending to address "THE DEVELOPMENT," "THE DEVELOPER," "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System," "TAX MATTERS," "LITIGATION – The Developer," and "CONTINUING DISCLOSURE – Continuing Compliance – The Developer") did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or its book-entry only system or concerning information in the Limited Offering Memorandum under the captions "THE DEVELOPMENT," "THE DEVELOPER," "DESCRIPTION OF THE SERIES 2021 BONDS – Book-Entry Only System," "TAX MATTERS," "LITIGATION – The Developer," and "CONTINUING DISCLOSURE – Continuing Compliance – The Developer." Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum, as of its date or as of the date hereof contained an untrue statement of a material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made not misleading.

14. Except as set forth in the Limited Offering Memorandum, on the date hereof, no litigation or other proceedings are pending or to the knowledge of the District threatened against the

District in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of any of the Bonds or the imposition, levy and collection of the Series 2021 Assessments or the pledge thereof to the payment of the principal of and premium, if any, and interest on the Bonds, (b) questioning or affecting the validity of any provision of the Bonds, the Bond Resolution, the Assessment Resolutions, the Series 2021 Assessments or the Financing Documents, as those documents are defined in the Bond Purchase Agreement, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State of Florida, (e) contesting or affecting the Series 2021 Assessments or the Project, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, (g) contesting the exclusion of interest on the Bonds from federal income taxation, or (h) contesting the exemption from taxation of the Bonds and the interest thereon under Florida law or the legality for investment therein.

15. To the best of our knowledge, the interest rates on the Bonds are in compliance with the requirements of Section 215.84(3), Florida Statutes.

IN WITNESS WHEREOF, we have hereunder set our hands this __ day of April, 2021.

By: _____
D.J. Smith,
Vice Chair, Board of Supervisors
Rivers Edge III Community Development District

By: _____
James A. Perry
Secretary, Board of Supervisors
Rivers Edge III Community Development District

EXHIBIT D

FORM OF DISTRICT COUNSEL OPINION

April __, 2021

Rivers Edge III Community Development District
St. Johns County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

U.S. Bank National Association, as Trustee
Orlando, Florida
(solely for reliance upon Sections C.1., C.2. and C.3.)

Re: \$_____ Rivers Edge III Community Development District Capital Improvement
Revenue Bonds, Series 2021

Ladies and Gentlemen:

We serve as counsel to the Rivers Edge III Community Development District ("**District**"), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$_____ Rivers Edge III Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2021 ("**Series 2021 Bonds**"). This letter is delivered to you pursuant to Section 207(b)(iii) of the Master Indenture (defined below) and Section 8(c)(7) of the Bond Purchase Agreement (referenced below) and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given to it in the Indenture (defined herein).

A. DOCUMENTS EXAMINED

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Ordinance No. 2020-7, enacted by the Board of County Commissioners of St. Johns County, Florida, which was effective as of March 5, 2020 ("**Establishment Ordinance**");
2. the Master Trust Indenture, dated as of April 1, 2021 ("**Master Indenture**"), as supplemented by the First Supplemental Trust Indenture, dated as of April 1, 2021 ("**First Supplemental Trust Indenture**," and together with the Master Indenture, "**Indenture**"), each by and between the District and U.S. Bank National Association, as trustee ("**Trustee**");
3. Resolution Nos. 2020-28 and 2021-02, adopted by the District on June 10, 2020 and March 17, 2021, respectively (collectively, "**Bond Resolution**");
4. the *Rivers Edge III Community Development District Master Improvement Plan Report*, dated June 5, 2020 ("**Master Engineer's Report**") and the *Rivers Edge III Community Development District Engineer's Report Series 2021 Bonds*, dated _____, 2021 ("**Supplemental**");

- Report**", together with the Master Engineer's Report, the "**Engineer's Report**"), which describe among other things, the "**Project**";
5. *Rivers Edge III Community Development District Master Special Assessment Methodology Report*, dated **[June 8, 2020]**, and the *Rivers Edge II Community Development District Supplemental Special Assessment Methodology Report for the 2021 Capital Improvement Revenue Bonds*, dated April __, 2021 (collectively, "**Assessment Methodology**");
 6. Resolution Nos. 2020-29, 2020-36, and 2021-[__] (collectively, "**Assessment Resolution**"), establishing the debt service special assessments ("**Debt Assessments**") securing the Bonds;
 7. the *Final Judgment* issued on August 31, 2020, and by the Circuit Court for Seventh Judicial Circuit in and for St. Johns County, Florida in Case No. CA20-0690, and Certificate of No Appeal issued on _____, 2020;
 8. the Preliminary Limited Offering Memorandum dated March __, 2021 ("**PLOM**") and Limited Offering Memorandum dated April __, 2021 ("**LOM**");
 9. certain certifications by MBS Capital Markets, LLC ("**Underwriter**"), as underwriter to the sale of the Bonds;
 10. certain certifications of Prosser, Inc., as "**District Engineer**";
 11. certain certifications of Governmental Management Services LLC as "**District Manager and Assessment Consultant**";
 12. general and closing certificate of the District;
 13. an opinion of Nabors, Giblin & Nickerson ("**Bond Counsel**") issued to the District in connection with the sale and issuance of the Bonds;
 14. an opinion of Holland & Knight LLP ("**Trustee Counsel**") issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
 15. an opinion of Rogers Towers P.A., as counsel to the Developer (defined herein), issued to the District and the Underwriter in connection with the sale and issuance of the Bonds;
 16. the following agreements (collectively, "**Bond Agreements**"):
 - (a) the Continuing Disclosure Agreement dated April __, 2021, by and among the District, Mattamy Jacksonville, LLC ("**Developer**") and a dissemination agent;
 - (b) the Bond Purchase Agreement between Underwriter and the District and dated April __, 2021 ("**BPA**");
 - (c) the Acquisition Agreement between the District and the Developer and dated _____, 20__;
 - (d) the Completion Agreement between the District and the Developer and dated April __, 2021;
 - (e) the True-Up Agreement between the District and the Developer and dated April __, 2021; and
 - (f) the Collateral Assignment between the District and the Developer and dated April __, 2021;
 17. a Declaration of Consent to Jurisdiction executed by the Developer; and
 18. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.

B. RELIANCE

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee; however, the Trustee may only rely on this opinion for the limited purposes of the opinions stated in

Section C.1, C.2, and C.3. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

C. OPINIONS

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* ("**Act**"), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Pledged Revenues to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to levy and impose the Debt Assessments as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Assessment Resolution, (c) Bonds, (d) Indenture, and (e) Bond Agreements (assuming due authorization, execution and delivery of documents listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. **Validation** – The Bonds have been validated by a final judgment of the Circuit Court in and for St. Johns County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness

of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the BPA, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: "THE DISTRICT" (excluding the subcaption "The District Manager and Other Consultants"), "SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS – Agreement for Assignment of Development Rights, Completion Agreement, and True-Up Agreement," "ENFORCEMENT OF ASSESSMENT COLLECTIONS," "VALIDATION," "LITIGATION – The District," "CONTINUING DISCLOSURE" (as it relates to the District only), and "AGREEMENT BY THE STATE," and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. ***Litigation*** – To the best of our knowledge and based on our serving as the District's Registered Agent for service of process, and the fact that we have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Pledged Revenues pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. ***Compliance with Laws*** – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

9. ***Authority to Undertake the Project*** – The District has good right and lawful authority under the Act to undertake, finance, acquire, construct, own, and operate the Project, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body.

D. CERTAIN ASSUMPTIONS

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by

public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

E. CERTAIN QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial or project information or statistical data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, real property or other related items, including but not limited to whether the Developer is able to convey good and marketable title to any particular real property or interest therein and related to the Project.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result,

and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

HOPPING GREEN & SAMS, P.A.

For the Firm

EXHIBIT E

CERTIFICATE OF METHODOLOGY CONSULTANT

I, _____, _____ of Governmental Management Services, LLC, do hereby certify to Rivers Edge III Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its \$_____ Capital Improvement Revenue Bonds, Series 2021 (the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated April __, 2021 (the "Limited Offering Memorandum") of the District relating to the Bonds):

1. Governmental Management Services, LLC has acted as Methodology Consultant to the District in connection with the issuance of the Bonds and has been retained by the District to prepare the Master Special Assessment Methodology Report, dated June 8, 2020, as supplemented by the Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds, dated April __, 2021, comprising a part of the Series 2021 Assessment Proceedings (together, the "Report");

2. the Series 2021 Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2021 Assessments, are sufficient to enable the District to pay the debt service on the Bonds through the final maturity thereof;

3. the Project provides a special benefit to the properties assessed and the Series 2021 Assessments are fairly and reasonably allocated to the properties assessed;

4. Governmental Management Services, LLC consents to the use of the Report included as composite Appendix B to the Limited Offering Memorandum;

5. Governmental Management Services, LLC consents to the references to the firm in the Limited Offering Memorandum;

6. the Report was prepared in accordance with all applicable provisions of Florida law;

7. the information contained in the Limited Offering Memorandum under the subheadings "Structure and Prepayment of Series 2021 Assessments" and "Assessment Methodology," each under the heading "THE SERIES 2021 ASSESSMENTS," and under the heading "ASSESSMENT METHODOLOGY" is true and correct in all material respects and such information does not contain any untrue statement of a material fact or omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made not misleading;

8. except as disclosed in the Limited Offering Memorandum, the firm knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable; and

9. the information contained in the Report did not, and does not, contain any untrue statement of a material fact and did not, and does not, omit to state a material fact necessary to be stated

therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

IN WITNESS WHEREOF, the undersigned has set his hand this __ day of April, 2021.

GOVERNMENTAL MANAGEMENT SERVICES, LLC

By: _____

Name: _____

Title: _____

EXHIBIT F

CERTIFICATE OF DISTRICT MANAGER

I, _____, _____ of Governmental Management Services, LLC, do hereby certify to Rivers Edge III Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter") in connection with the issuance, sale and delivery by the District on this date of its \$_____ Capital Improvement Revenue Bonds, Series 2021 (the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated April __, 2021 (the "Limited Offering Memorandum") of the District relating to the Bonds):

1. Governmental Management Services, LLC has acted as District Manager to the District in connection with the issuance of the Bonds;

2. Governmental Management Services, LLC consents to the references to the firm in the Limited Offering Memorandum;

3. as District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memorandum, as it relates to the District, the Project, or any information provided by us, and the Report, as of its date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

4. as District Manager, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds, or the existence or powers of the District.

IN WITNESS WHEREOF, the undersigned has set his hand this __ day of April, 2021.

GOVERNMENTAL MANAGEMENT SERVICES, LLC

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM OF CERTIFICATE OF DEVELOPER

The undersigned, the duly authorized representative of Mattamy Jacksonville LLC, a Delaware limited liability company (the "Developer"), DOES HEREBY CERTIFY to the Rivers Edge III Community Development District (the "District") and MBS Capital Markets, LLC (the "Underwriter"), that:

1. The Developer is a limited liability company organized and existing under the laws of the State of Delaware and licensed to do business in the State of Florida.

1. Representatives of the Developer have provided information to the District and the Underwriter to be used in connection with the offering by the District of its \$_____ Rivers Edge III Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2021 (the "Series 2021 Bonds"), pursuant to a final Limited Offering Memorandum dated April __, 2021 (the "Limited Offering Memorandum"). All such information is true and correct in all material respects and contains no untrue statements of material fact.

2. Each of the True-Up Agreement, dated April __, 2021 between the Developer and the District, the Completion Agreement dated April __, 2021 between the Developer and the District, the Collateral Assignment and Assumption of Development Rights dated April __, 2021 by the Developer in favor of the District, the Declaration of Consent to Jurisdiction and Imposition of Special Assessments dated April __, 2021 and the Continuing Disclosure Agreement, dated April __, 2021, among the Developer, the District and Governmental Management Services, LLC, as dissemination agent (collectively, the "Developer Documents"), is a valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms. The execution and delivery by the Developer of the Developer Documents does not violate any judgment, order, writ, injunction or decree binding on the Developer or any indenture, agreement, or other instrument to which the Developer is a party. There are no proceedings pending against or threatened in writing before any court or administrative agency relating to the Developer which are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the Developer's ability to perform its obligations under the Developer Documents.

3. The Developer has reviewed and approved the Developer Documents and the information contained in the Limited Offering Memorandum under the captions "THE DEVELOPER" and "THE DEVELOPMENT" and with respect to the Developer and the Development (as such terms are used in the Limited Offering Memorandum) under the caption "LITIGATION - The Developer" and "CONTINUING DISCLOSURE – Continuing Compliance - The Developer" and warrants and represents that such information does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. In addition, the Developer is not aware of any other information in the Limited Offering Memorandum that contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4. The Developer agrees that if between the date hereof and the earlier of: (i) ninety (90) days from the end of the "Underwriting Period" as defined in Securities Exchange Commission Rule

15c2-12 (17 CFR 240.15c2-12) (“Rule 15c2-12”); or (ii) the time when the Limited Offering Memorandum is available to any person from a nationally recognized municipal securities information repository (but in no event less than twenty-five (25) days following the end of the Underwriting Period), any event shall occur of which the Developer shall have actual knowledge, which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact relating to the Developer or the Development, or to omit to state a material fact relating to the Developer or the Development necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Developer shall notify the Underwriter thereof, and, if in the opinion of the Underwriter such event requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the Developer will, at its expense, supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter.

5. The Developer is in compliance in all material respects with all provisions of applicable law in all material matters relating to the Development as described in the Limited Offering Memorandum. Except as otherwise described in the Limited Offering Memorandum, (a) all government permits and approvals required in connection with the construction of the Development as described in the Limited Offering Memorandum, other than certain permits and approvals, which permits and approvals are expected to be received as needed, have been received; (b) we are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the Developer's ability to complete development of the Development as described in the Limited Offering Memorandum and all appendices thereto; and (c) we have no knowledge and are not otherwise aware of any reason to believe that any permits, approvals, consents and licenses required to complete the Development as described in the Limited Offering Memorandum will not be obtained in due course as required by the Developer.

6. The Developer is not insolvent. The Developer has not made an assignment for the benefit of creditors, filed a petition in bankruptcy, petitioned or applied to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction. The Developer has not indicated its consent to, or approval of, or failed to object timely to, any petition in bankruptcy, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee.

7. As of the date hereof, there has been no material adverse change in the business, properties, assets or financial condition of the Developer which has not been disclosed to the Underwriter.

8. The Developer consents to the levy of the Series 2021 Assessments on the lands in the District owned by the Developer to secure the Series 2021 Bonds to be issued by the District to finance the Project. The levy of such Series 2021 Assessments on the lands in the District will not conflict with or constitute a breach of or default under any agreement, indenture, mortgage, lien, or other instrument to which the Developer is a party or to which its property or assets is subject.

9. There is no litigation pending or, to our knowledge, threatened which would prevent or prohibit the development of the Development in accordance with the description thereof in the Limited Offering Memorandum or the construction and/or acquisition of the capital improvement plan described in the Limited Offering Memorandum and the Engineer's Reports.

10. There are no mortgages or similar liens on the real property owned or to be owned by the Developer in the District as of the date hereof other than as disclosed in the Limited Offering Memorandum.

11. All 2020 and prior years taxes relating to the lands in the District have been paid and there are no real estate taxes currently due with respect to such lands which are unpaid.

12. All contracts for sale entered into by the Developer for real property encumbered or to be encumbered by Series 2021 Assessments are in compliance with Section 190.048, *Florida Statutes*.

13. The Developer certifies and recognizes that the certifications, representations and warranties provided by the Developer in this certificate and by its agents pursuant to the Bond Purchase Agreement (the "Bond Purchase Agreement"), dated April __, 2021 between the District and the Underwriter (collectively, the "Certifications") serve as a material inducement for the District to issue the Series 2021 Bonds which will provide infrastructure, services and facilities benefiting the property within the District's boundaries, including property owned by the Developer, and for the Underwriter to underwrite and purchase the Series 2021 Bonds. The Developer hereby holds the District and the Underwriter harmless from and against any and all proceedings, judgments, obligations, losses, damages, deficiencies, settlements, assessments, charges, costs and expenses (including without limitation reasonable attorneys' fees, paralegals' fees, investigation expenses, court costs, interest and penalties through all negotiations, trial and appellate levels) arising out of or in connection with, or caused directly or indirectly by, any breach or failure of any of the Certifications or any of such Certifications being incorrect or misleading in any material respect or having omitted any information necessary to make such Certifications not misleading.

The Certifications herein were made with knowledge that it will be in full force and effect as of the date hereof and will be relied upon by Developer's Counsel in connection with an opinion letter which is required to be given by Developer's Counsel as counsel for Developer in connection with the issuance of the Series 2021 Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Bond Purchase Agreement or the Limited Offering Memorandum, as applicable.

IN WITNESS WHEREOF, the undersigned has hereunto set my hand for and on behalf of the Developer as of this __ day of April, 2021.

MATTAMY JACKSONVILLE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT H

FORM OF OPINION OF COUNSEL TO DEVELOPER

April __, 2021

Rivers Edge III Community Development District
St. Johns County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: \$_____ Rivers Edge III Community Development District (St. Johns County, Florida) Capital Improvement Revenue Bonds, Series 2021

Ladies and Gentlemen:

We are counsel to Mattamy Jacksonville LLC, a Delaware limited liability company, as successor by merger to Mattamy RiverTown LLC (the “**Developer**”), which is the owner of a majority of lands within a primary residential community known as RiverTown (the “**Development**”), in connection with the issuance by Rivers Edge III Community Development District (the “**District**”) of its \$_____ Capital Improvement Revenue Bonds, Series 2021 (the “**Bonds**”) as described in the District’s Limited Offering Memorandum dated April __, 2021 (the “**Limited Offering Memorandum**”). Unless otherwise expressly defined herein, capitalized terms used herein have the respective meanings assigned to them in the Bond Purchase Agreement dated April __, 2021 for the Bonds. Based upon and subject to the assumptions, limitations and qualifications contained herein, we are of the opinion that, as of this date:

1. The Developer is a limited liability company, duly organized and validly existing and in good standing under the laws of the State of Delaware. After review of the records of the Department of State for the State of Florida (the “**Department**”), the Developer is duly registered as a foreign limited liability company authorized to do business in the State of Florida.

2. The sole manager and member of the Developer is Mattamy Florida LLC, a Delaware limited liability company (“**Mattamy Florida**”), which is also duly organized and validly existing and in good standing under the laws of the State of Delaware and is duly registered as a foreign limited liability company authorized to do business in the State of Florida.

3. The sole member and manager of Mattamy Florida is Calben (Florida) Corporation, a Florida corporation (“**Calben Florida**”).

4. According to the Fictitious Name Filings with the Department, the Developer has registered the fictitious name “Mattamy Homes” with the Department and is doing business under said name in Florida.

5. The execution, delivery and performance by the Developer of the Financing Documents to which it is a party, and any other documents to which it is a party contemplated by, or required by, the

Financing Documents, are within the Developer's powers and authority and duly authorized by its governing documents and company resolutions of the Developer.

6. The Financing Documents to which it is a party are each valid and binding obligations of the Developer, enforceable in accordance with their respective terms, and, subject to the qualifications and assumptions contained herein, no event has occurred under such instruments, which constitutes, or which with the passage of time, the giving of notice, or both, would constitute, an event of default thereunder.

Our opinion concerning the validity, binding effect and enforceability of the Financing Documents to which the Developer is a party means that (a) such Financing Documents each constitute an effective contract under applicable law, (b) each of the Financing Documents to which it is a party are not invalid in their entirety because of a specific statutory prohibition or public policy and are not subject in their entirety to a contractual defense, and (c) subject to the last sentence of this paragraph, some remedy is available if the Developer is in material default under the Financing Documents to which it is a party. This opinion does not mean that (a) any particular remedy is available upon a material default or (b) every provision of such respective Financing Documents will be upheld or enforced in any or each circumstance by a court. Furthermore, the validity, binding effect and enforceability of such Financing Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar statutes, rules, regulations or other laws affecting the enforcement of creditors' rights and remedies generally and (b) the unavailability of, or limitation on the availability of, a particular right or remedy (whether in a proceeding in equity or at law) because of an equitable principle or a requirement as to commercial reasonableness, conscionability or good faith.

7. The Developer has the power and authority to conduct its business and to undertake the improvements to the Development as in the Limited Offering Memorandum.

8. The execution and delivery by the Developer of the Financing Documents to which it is a party do not violate (i) its governing documents, (ii) any agreement, instrument or federal or Florida law, rule or regulation known to us to which the Developer is a party or by which the Developer's assets are or may be bound; or (iii) any judgment, decree or order of any administrative tribunal, which judgment, decree, or order is binding on the Developer or its assets.

9. Pursuant to documents, certificates and information provided by the Developer, and a review of the public records, the levy of the Series 2021 Assessments (as defined in the Limited Offering Memorandum) on the real property within the District that is owned by the Developer to secure the repayment of the Bonds does not on the date hereof, conflict with or constitute on the part of the Developer, a breach or violation of the terms and provisions of, or constitute a default under any existing agreement, indenture or other instrument, to which the Developer is subject or by which the Developer's properties or assets are or may be bound.

10. The Developer is not in default under its governing documents or, under its company resolutions and/or affidavits; and no notice of default has been received from any applicable governmental authority having jurisdiction over the Development which default would have a material adverse effect on the Bonds or the Development.

11. As of the date of this letter, the property on which the Developer will construct the Development is approved as a Development of Regional Impact ("DRI") known as RiverTown. The

RiverTown DRI was approved by the St. Johns County Commission in 2004 as St. Johns County Resolution No. 2004-45 and has subsequently been amended by Resolution Nos. 2010-286, 2014-326 and 2017-132 (collectively, the "Development Order").

12. As of the date of this letter, the property on which the Developer will construct the Development is zoned Planned Unit Development ("PUD"). The RiverTown PUD was approved by the St. Johns County Commission in 2005 as St. Johns County Ordinance No. 2005-100 and has subsequently been amended by Ordinance Nos. 2006-13, 2007-40, 2010-49, 2017-18 and 2019-56 (collectively, the "PUD Ordinances").

13. The DRI Development Order and PUD Ordinances allow the construction of the Development as described in the Limited Offering Memorandum.

14. The Development has, or will have in the ordinary course of business, all other approvals and permits to permit the construction of the Development as described in the Limited Offering Memorandum.

15. To our knowledge, after investigation, information as to the Developer contained in the Limited Offering Memorandum under the captions "THE DEVELOPMENT," "THE DEVELOPER" and "LITIGATION - The Developer" accurately and fairly presents the information purported to be shown and neither contains any untrue statement of a material fact nor omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading as of the date of the Limited Offering Memorandum or as of the date of this opinion.

16. To our knowledge, after investigation, there is no action, suit or proceedings at law or in equity by or before any court or public board or body pending or threatened against the Developer: (a) seeking to restrain or enjoin the Developer from executing and delivering the Financing Documents to which it is a party, (b) contesting the validity or enforceability of the Financing Documents to which it is a party or the transactions contemplated thereunder, (c) contesting or affecting the existence of the Developer or the election or appointment of any of its officers or managers, or (d) contesting or affecting any of the entity powers of the Developer, which would impact its assets or financial condition in such manner as to materially adversely affect the Developer's ability to perform its obligations under the Financing Documents to which it is a party as to the development of the Development as described in the Limited Offering Memorandum.

17. Based on a review of that certain Ownership and Encumbrance Report, Order No. ____, issued by Fidelity National Title Insurance Company dated April [__], 2021 (the "Report") and without independent inquiry, fee simple title to the lands within the District on which the Series 2021 Assessments will initially be levied (the "Landowner's Lands") are held by the Developer and are subject only to the liens, encumbrances, easements and agreements set forth in the Report. The opinion in this paragraph is given as of the date of the Report, and to our knowledge as of the date hereof, there has been no material change thereto since date of the Report. We offer no opinion as to the correctness of the Report, and have not undertaken any independent verification as to the title of the Landowner's Lands or any lands owned or belong to the District; however, nothing has come to our attention that would lead us to believe that the Report is incorrect.

Our opinions contained herein are submitted with and subject in all cases to the following qualifications and assumptions:

A. We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or photostatic copies, the legal capacity of all natural persons and the legal existence of all entities other than the Developer.

B. We have assumed there have been no undisclosed modifications of any provision of any document reviewed by us in connection with the rendering of this opinion and, without limiting the generality of the foregoing, we have further assumed that the information contained in the Preliminary Limited Offering Memorandum is the same in all respects relevant to our opinions as the information contained in the Limited Offering Memorandum.

C. We are admitted to practice law only in the State of Florida and note that the opinions herein expressed are based solely on the laws of the State of Florida as of the date hereof. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of any other jurisdiction other than the State of Florida and the federal laws of the United States of America.

When used in this opinion letter, the phrase "to our knowledge" means the conscious awareness of factual matters that have come to our attention during the course of our representation that we recognize as being relevant to the opinion or confirmation so qualified, and does not, imply that we have undertaken any independent investigation to determine the existence or absence of any facts or circumstances, and no inference should be drawn merely from our past or current representation of the Developer. Where any opinion or confirmation is qualified by the phrase "to our knowledge," it means that we are without any actual knowledge or conscious awareness that the opinion or confirmation is untrue in any respect material to such opinion or confirmation.

Our opinions and this letter are solely for the benefit of the addressees and neither this letter nor any opinion contained herein may be relied on in any manner or used by any other person or entity without our prior written consent in each instance.

This opinion letter speaks only as of the date hereof. We assume no obligation to update or supplement this opinion letter if any applicable laws change after the date of this opinion letter or if we become aware after the date of this opinion letter of any facts or other developments, whether existing before or first arising after the date hereof, that might change the opinions expressed above.

Respectfully submitted,

ROGERS TOWERS, P.A.

Ellen Avery-Smith
For the Firm

EXHIBIT I

CERTIFICATE OF ISSUER'S CONSULTING ENGINEER

April __, 2021

Board of Supervisors
Rivers Edge III Community Development District
St. Johns County, Florida

MBS Capital Markets, LLC
Winter Park, Florida

Re: Rivers Edge III Community Development District (St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2021 (the "Bonds")

Ladies and Gentlemen:

The undersigned serves as the Consulting Engineer to the Rivers Edge III Community Development District (the "District"). This Certificate is furnished pursuant to Section 8 of the Bond Purchase Agreement dated April __, 2021 between the District and MBS Capital Markets, LLC (the "Bond Purchase Agreement") relating to the sale of the Bonds. Terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in said Bond Purchase Agreement or in the Limited Offering Memorandum dated April __, 2021 relating to the Bonds (the "Limited Offering Memorandum").

1. Prosser, Inc. (the "Firm") has been retained by the District to serve as the Consulting Engineer and to prepare the Engineer's Reports (the "Reports") included as an appendix to the Limited Offering Memorandum. Consent is hereby given to the references to the Firm and the Reports in the Limited Offering Memorandum and to the inclusion of the Reports as an appendix to the Limited Offering Memorandum.

2. The Reports were prepared in accordance with generally accepted engineering practices.

3. In connection with the preparation of the Reports personnel of the Firm participated in meetings with representatives of the District and its counsel, Bond Counsel, the Underwriter and its counsel and others in regard to the Project. The Project consists solely of infrastructure and other improvements set forth in the Act. Nothing has come to the attention of the Firm in relation to our engagement as described in this paragraph which would cause us to believe that the Reports were, as of their date, or are, as of the date hereof, or any of the statements in the Limited Offering Memorandum specifically attributed to the Firm were, as of the respective date of the Limited Offering Memorandum, or are as of the date hereof, inaccurate in any material respect.

4. The information contained in the Limited Offering Memorandum under the heading "THE CAPITAL IMPROVEMENT PLAN AND THE PROJECT" and in Appendix "A" to the Limited Offering Memorandum are accurate statements and fairly present the information purported to be shown, and nothing has come to the attention of the Firm that would lead it to believe that such section

and appendix contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances in which they were made, not misleading.

5. Except as described in the Reports, all permits, consents or licenses, and all notices to or filings with governmental agencies necessary for the construction and acquisition of the Capital Improvement Plan as described in the Limited Offering Memorandum required to be obtained or made have been obtained or it is reasonable to believe that they will be obtained or made when required. There is no reason to believe that any permits, consents, licenses or governmental approvals required to complete any portion of the Capital Improvement Plan as described in the Limited Offering Memorandum will not be obtained as required. There is no reason to believe that the necessary water and sewer capacity will not be available when needed to permit the development of the Development as described in the Limited Offering Memorandum.

6. The Project provides sufficient benefit to support the Series 2021 Assessments levied on the properties subject to the Series 2021 Assessments.

7. The costs stated in the Reports are reasonable and the Project has been, or can be, acquired, constructed, reconstructed, equipped and installed in accordance with the plans and specifications for the Project.

PROSSER, INC.

By: _____
Name: _____
Title: _____

EXHIBIT J

FORM OF ISSUE PRICE CERTIFICATE

\$ _____

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

CAPITAL IMPROVEMENT REVENUE BONDS,
SERIES 2021

The undersigned, on behalf of MBS CAPITAL MARKETS, LLC (“MBS”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) Issuer means Rivers Edge III Community Development District.

(b) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is April __, 2021.

(e) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The requirement that the Series 2021 Reserve Account be funded in the amount of the initial Series 2021 Reserve Account Requirement is necessary and a vital factor in marketing the bonds and in obtaining the interest rates obtained which rates are comparable to that for other bonds issued of the same character priced on the same date.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents MBS' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

MBS CAPITAL MARKETS, LLC

By: _____
Brett Sealy, Managing Partner

Dated: April __, 2021

**SCHEDULE A
SALE PRICES OF THE BONDS**

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, AND PRICES

2.

MASTER TRUST INDENTURE

**RIVERS EDGE III
COMMUNITY DEVELOPMENT DISTRICT**

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

Dated as of April 1, 2021

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EXHIBIT A – FORM OF REQUISITION

MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE is dated as of April 1, 2021, by and between **RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the "District"), and **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association and having the authority to exercise corporate trust powers, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

WHEREAS, the District is a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has the power and authority under the Act to issue special assessment bonds and revenue bonds and to use the proceeds thereof to finance the cost of acquiring and constructing assessable improvements (as defined in the Act) and, by virtue of Section 190.022 of the Act, to levy and collect special assessments therefor as provided in Chapter 170, Florida Statutes, and to levy and collect user charges and fees therefor as provided in Section 190.011, Florida Statutes; and

WHEREAS, additionally, the District has the power and authority under the Act to levy and collect Benefit Special Assessments (hereinafter defined); and

WHEREAS, the District has found and determined and does hereby find and determine, that acquisition and construction of the Series Projects (hereinafter defined) is and will be necessary and desirable in serving the District's goal of properly managing the acquisition, construction, installation and operation of portions of the infrastructure within and without the boundaries of the District; and

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

NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the District, in consideration of the premises and acceptance by the Trustee of the trusts hereby created and the purchase and acceptance of the Bonds by the Owners (hereinafter defined), and of the sum of ten dollars (\$10.00), lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of this Master Indenture (hereinafter defined), and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds of a Series (hereinafter defined) issued hereunder according to their tenor and effect and to secure the performance and observance by the District of all of the covenants expressed or implied herein, in the Supplemental Indenture authorizing the issuance of such Series of Bonds and in the Bonds of such Series, does hereby assign and grant a security interest in the following (herein called the "Trust Estate") to the Trustee and its successors in trust, and assigns forever, for the securing of the performance of the obligations of the District herein set forth: (a) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (b) any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, granted or delivered to, or deposited with, the Trustee as security for any Series of Bonds issued pursuant to this Master Indenture by the District or anyone on its behalf or with its consent, or which pursuant to any of the provisions hereof or of the Supplemental Indenture securing such Series of Bonds may come into the possession or control of the Trustee or of a lawfully appointed receiver, as such additional security, and the Trustee is hereby authorized to receive any and all such property as and for security for the payment of such Series of Bonds and the interest and premium, if any, thereon, and to hold and apply all such property subject to the terms hereof, it being expressly understood and agreed that except as otherwise provided herein or in a Supplemental Indenture, the Trust Estate established and held hereunder for Bonds of a Series shall be held separate and in trust solely for the benefit of the Owners of the Bonds of such Series and for no other Series;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth (a) for the equal and proportionate benefit and security of all present and future Owners of the Bonds of a Series, without preference of any Bond of such Series over any other Bond of such Series, (b) for enforcement of the payment of the Bonds of a Series, in accordance with their terms and the terms of this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds, and all other sums payable hereunder, under the Supplemental Indenture authorizing such Series of Bonds or on the Bonds of such Series, and (c) for the enforcement of and compliance with the obligations, covenants and conditions of this Master

Indenture except as otherwise expressly provided herein, as if all the Bonds at any time Outstanding (hereinafter defined) had been authenticated, executed and delivered simultaneously with the execution and delivery of this Master Indenture, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that (a) this Master Indenture creates a continuing lien equally and ratably to secure the payment in full of the principal of, premium, if any, and interest on all Bonds of a Series which may from time to time be Outstanding hereunder, except as otherwise expressly provided herein, (b) the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) the lien of this pledge and assignment shall be a first lien and shall be valid and binding against all parties having any claims of any kind in tort, contract or otherwise against the District, irrespective of whether such parties have notice thereof, and (d) the Bonds of a Series are to be issued, authenticated and delivered, and the Trust Estate is to be held, dealt with, and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds and the District covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds of each respective Series, as follows:

ARTICLE I DEFINITIONS

Section 101. Meaning of Words and Terms. The following words and terms used in this Master Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Accountant" shall mean the independent certified public accountant or independent certified public accounting firm retained by the District to perform the duties of the Accountant under this Master Indenture.

"Accountant's Certificate" shall mean an opinion signed by an independent certified public accountant or firm of certified public accountants (which may be the Accountant) from time to time selected by the District.

"Accounts" shall mean all accounts created hereunder or pursuant to a Supplemental Indenture, except the Series Rebate Account within the Rebate Fund.

"Accreted Value" shall mean, as of the date of computation with respect to any Capital Appreciation Bonds, an amount (truncated to three (3) decimal places) equal to the original principal amount of such Capital Appreciation Bonds at the date of issuance plus the interest accrued on such Capital Appreciation Bonds from the date of original issuance of such Capital Appreciation Bonds to the date of

computation, such interest to accrue at the rate of interest per annum of the Capital Appreciation Bonds (or in accordance with a table of compound accreted values set forth in such Capital Appreciation Bonds), compounded semi-annually on each Interest Payment Date; provided, however, that if the date with respect to which any such computation is made is not an Interest Payment Date, the Accreted Value of any Capital Appreciation Bond as of such date shall be the amount determined by compounding the Accreted Value of such Capital Appreciation Bond as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) at the rate of interest per annum of the Capital Appreciation Bonds for the partial semi-annual compounding period determined by dividing (x) the number of days elapsed (determined on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months) from the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance), by (y) one hundred eighty (180). A table of Accreted Values for the Capital Appreciation Bonds shall be incorporated in a Supplemental Indenture executed by the District upon issuance of any Capital Appreciation Bonds.

"Acquisition and Construction Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Act" shall mean Chapter 190, Florida Statutes, as amended from time to time.

"Additional Bonds" shall mean Bonds of a Series authenticated and delivered pursuant to the terms of a Supplemental Indenture providing for the issuance of parity Additional Bonds of such Series.

"Additional Series Project" shall mean the acquisition and/or construction of any additions, extensions, improvements and betterments to and reconstructions of a Series Project to be financed, in whole or in part, from the proceeds of any Subordinate Debt.

"Amortization Installments" shall mean the moneys required to be deposited in a Series Sinking Fund Account within a Series Debt Service Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds, the specific amounts and dates of such deposits to be set forth in a Supplemental Indenture.

"Assessments" shall mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, if any such interest is collected by or on

behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"Authorized Denomination" shall, except as provided in any Supplemental Indenture relating to a Series of Bonds, mean the denomination of \$5,000 or any integral multiple thereof.

"Authorized Officer" shall mean any person authorized by the District in writing directed to the Trustee to perform the act or sign the document in question.

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

"Benefit Special Assessments" shall mean benefit special assessments levied and collected in accordance with Section 190.021(2) of the Act, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Benefit Special Assessments which are not paid in full when due and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"Bond Anticipation Notes" shall mean bond anticipation notes issued pursuant to a Supplemental Indenture in anticipation of the sale of an authorized Series of Bonds and in a principal amount not exceeding the principal amount of such anticipated Series of Bonds.

"Bond Counsel" shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the District.

"Bond Registrar" shall mean the bank or trust company designated as such by Supplemental Indenture with respect to a Series of Bonds for the purpose of maintaining the registration books of the District reflecting the names, addresses, and other identifying information of Owners of Bonds of such Series.

"Bond Year" shall mean, unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, the period commencing on the first day of May in each year and ending on the last day of April of the following year.

"Bonds" shall mean the Outstanding Bonds of all Series.

"Business Day" shall mean any day excluding Saturday, Sunday or any other day on which banks in the cities in which the designated corporate trust office of the Trustee or the Paying Agent are located are authorized or required by law or other governmental action to close and on which the Trustee or Paying Agent, or both, is closed.

"Capital Appreciation Bonds" shall mean Bonds issued under this Master Indenture and any Supplemental Indenture as to which interest is compounded periodically on each of the applicable periodic dates designated for compounding and payable in an amount equal to the then-current Accreted Value only at the maturity or earlier redemption thereof, all as so designated in a Supplemental Indenture of the District providing for the issuance thereof.

"Capitalized Interest" shall mean, with respect to the interest due or to be due on a Series of Bonds prior to, during and for a period not exceeding one year after the completion of the Series Project to be funded by such Series, all or part of such interest which will be paid, or is expected to be paid, from the proceeds of such Series.

"Chairman" shall mean the Chairman or Vice Chairman of the Governing Body of the District, or his or her designee, or the person succeeding to his or her principal functions.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the regulations promulgated thereunder or under the Internal Revenue Code of 1954, as amended, if applicable, or any successor provisions thereto.

"Completion Bonds" shall mean Bonds issued pursuant to a Supplemental Indenture ranking on a parity with the Series of Bonds issued under such Supplemental Indenture, the proceeds of which are to be used to complete the Series Project.

"Connection Fees" shall mean all fees and charges assessed by the District to users for the actual costs of connecting to a utility system of the District.

"Consulting Engineer" shall mean the independent engineer or engineering firm or corporation employed by the District in connection with any Series Project to perform and carry out the duties of the Consulting Engineer under this Master Indenture or any Supplemental Indenture.

"Continuing Disclosure Agreement" shall mean a Continuing Disclosure Agreement, by and among the District, the dissemination agent named therein, and any other "obligated person" under the Rule, in connection with the issuance of one or more Series of Bonds hereunder, pursuant to the requirements of the Rule.

"Cost" or "Costs" as applied to a Series Project or Additional Series Project, shall include the cost of acquisition and construction thereof and all obligations and expenses relating thereto including, but not limited to, those items of cost which are set forth in Section 403 hereof.

"Credit Facility" or "Liquidity Facility" shall mean a letter of credit, a municipal bond insurance policy, a surety bond or other similar agreement issued by a banking institution or other entity satisfactory to the District and providing for the payment of the principal of, interest on or purchase price of a Series of Bonds or any alternate or substitute Credit Facility or Liquidity Facility if then in effect.

"Current Interest Bonds" shall mean Bonds of a Series the interest on which is payable at least annually.

"Date of Completion" with respect to a Series Project or Additional Series Project shall mean: (a) the date upon which such Project and all components thereof have been acquired or constructed and are capable of performing the functions for which they were intended, as evidenced by a certificate of the Consulting Engineer filed with the Trustee and the District; or (b) the date on which the District determines, upon the recommendation of or in consultation with the Consulting Engineer, that it cannot complete such Project in a sound and economical manner within a reasonable period of time as evidenced by a certificate of the Consulting Engineer of the District filed with the Trustee and the District; provided that in each case such certificate of the Consulting Engineer shall set forth the amount of all Costs of such Project which has theretofore been incurred, but which on the Date of Completion is or will be unpaid or unreimbursed.

"Debt Service" shall mean collectively the principal (including Amortization Installments), interest, and redemption premium, if any, payable with respect to the Bonds.

"Debt Service Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Delinquent Assessments" shall mean, collectively, any and all installments of any Assessments which are not paid when due, including any applicable grace period under State law or District proceedings.

"Depository" shall mean any bank or trust company duly authorized by law to engage in the banking business and designated by the District as a depository of moneys subject to the provisions of this Master Indenture.

"Direct Billed" shall mean Assessments or Operation and Maintenance Assessments, as applicable within the context in which such reference is made, which are billed directly by the District rather than collected on the tax bill using the Uniform Method.

"District" shall mean the Rivers Edge III Community Development District, a community development district established pursuant to the Act, or any successor thereto which succeeds to the obligations of the District hereunder.

"DTC" shall mean The Depository Trust Company, and its successors and assigns.

"Engineer's Certificate" shall mean a certificate of the Consulting Engineer or of such other engineer or firm of engineers having a favorable repute for skill and experience in the engineering matters with respect to which such certification is required by this Master Indenture.

"Event of Default" shall mean any of the events described in Section 902 hereof.

"Federal Securities" shall mean, to the extent permitted by law for investment as contemplated in this Master Indenture and any Supplemental Indenture, (a) Government Obligations, (b) any Tax Exempt Obligations which are fully secured as to principal and interest by an irrevocable pledge of Government Obligations, which Government Obligations are segregated in trust and pledged for the benefit of the holders of the Tax Exempt Obligations, (c) certificates of ownership of the principal or interest of Government Obligations, which Government Obligations are held in trust, and (d) investment agreements at least 100% collateralized by obligations described in clauses (a), (b) or (c) above.

"Fiscal Year" shall mean the fiscal year of the District in effect from time to time, which shall initially mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

"Funds" shall mean all funds, except the Rebate Fund, created pursuant to Section 502 hereof.

"Governing Body" shall mean the Board of Supervisors of the District.

"Government Obligations" shall mean direct obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

"Indenture" shall mean this Master Indenture, as amended and supplemented from time to time by a Supplemental Indenture or indentures, and shall mean when used with respect to a Series of Bonds issued hereunder, this Master Indenture, as amended and supplemented by the Supplemental Indenture relating to such Series of Bonds.

"Insurer" shall mean the issuer of any municipal bond insurance policy insuring the timely payment of the principal of and interest on Bonds or any Series of Bonds.

"Interest Payment Date" shall mean the dates specified in a Supplemental Indenture with respect to a Series of Bonds upon which the principal of and/or interest on Bonds of such Series shall be due and payable in each Bond Year.

"Investment Obligations" shall mean and include, except as otherwise provided in the Supplemental Indenture providing for the authorization of Bond Anticipation Notes or Bonds, mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District;

(a) Government Obligations;

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

(c) Direct and general obligations of any state of the United States, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, if at the time of their purchase such obligations are rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

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

(e) Bank or broker repurchase agreements fully secured by securities specified in (a) or (b) above, which may include repurchase agreements with the commercial banking department of the Trustee, provided that such securities are deposited with the Trustee, with a Federal Reserve Bank or with a bank or trust company (other than the seller of such securities) having a combined capital and surplus of not less than \$100,000,000;

(f) A promissory note of a bank holding company rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(g) Any short term government fund or any money market fund whose assets consist of (a), (b) and (c) above;

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

(i) Certificates evidencing a direct ownership interest in non-callable Government Obligations or in future interest or principal payments thereon held in a custody account by a custodian satisfactory to the Trustee;

(j) Obligations of any state of the United States of America or any political subdivision, public instrumentality or public authority of any such state which are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and which are fully secured by and payable solely from non-callable Government Obligations held pursuant to an escrow agreement; and

(k) The Local Government Surplus Funds Trust Fund as described in Section 218.405, Florida Statutes, or the corresponding provisions of subsequent laws.

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

"Letter of Credit Agreement" shall mean any financing agreement relating to a Credit Facility for so long as such agreement will be in effect.

"Liquidity Agreement" shall mean any financing agreement relating to a Liquidity Facility for so long as such agreement will be in effect.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds of a Series then Outstanding or all of the Bonds then Outstanding, as applicable in the context within which such reference is made.

"Master Indenture" shall mean this Master Trust Indenture, as amended and supplemented from time to time in accordance with the provisions hereof.

"Maturity Amount" shall mean the amount due at maturity with respect to a Capital Appreciation Bond.

"Maximum Annual Debt Service Requirement" shall mean, at any given time of determination, the greatest amount of principal, interest and Amortization Installments coming due in any current or future Bond Year with regard to the Series of Bonds for which such calculation is made; provided, the amount of interest coming due in any Bond Year shall be reduced to the extent moneys derived from the proceeds of Bonds are used to pay interest in such Bond Year.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, Moody's will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"Operation and Maintenance Assessments" shall mean assessments described in Section 190.021(3) of the Act, for the maintenance of District facilities or the operations of the District.

"Option Bonds" shall mean Current Interest Bonds, which may be either Serial or Term Bonds, which by their terms may be tendered by and at the option of the Owner for purchase prior to the stated maturity thereof.

"Outstanding" when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Master Indenture, except:

(a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Master Indenture or Supplemental Indenture with respect to Bonds of any Series and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in Article III hereof or in the Supplemental Indenture relating to the Bonds of any Series;

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Master Indenture and the Supplemental Indenture with respect to Bonds of a Series unless proof satisfactory to the Trustee is presented that any such Bonds are held by a bona fide purchaser in due course; and

(d) Bonds paid or deemed to have been paid as provided in this Master Indenture or in a Supplemental Indenture with respect to Bonds of a Series, including Bonds with respect to which payment or provision for payment has been made in accordance with Article XII hereof.

In addition, Bonds actually known by the Trustee to be held by or for the District will not be deemed to be Outstanding for the purposes and within the purview of Article IX and Article XI of this Master Indenture.

"Owner" or "Owners" shall mean the registered owners from time to time of Bonds.

"Paying Agent" shall mean the bank or trust company designated by Supplemental Indenture with respect to a Series of Bonds as the place where Debt Service shall be payable with respect to such Series of Bonds and which accepts the duties of Paying Agent under this Master Indenture and under such Supplemental Indenture.

"Pledged Funds" shall mean all of the Series Pledged Funds.

"Pledged Revenues" shall mean all of the Series Pledged Revenues.

"Prepayments" shall mean any Assessments or Benefit Special Assessments, or portions thereof, which shall be paid to the District prior to the time such amounts become due. Prepayments shall not include any interest paid on such Assessments.

"Property Appraiser" shall mean the Property Appraiser of St. Johns County, Florida, or the person succeeding to such officer's principal functions.

"Rebate Amount" shall mean the amount, if any, required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

"Rebate Analyst" shall mean the person or firm selected by the District to calculate the Rebate Amount, which person or firm shall have recognized expertise in the calculation of the Rebate Amount.

"Rebate Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Record Date" shall mean the fifteenth (15th) day of the calendar month next preceding any Debt Service payment date or, in the case of any proposed redemption of Bonds, the fifth (5th) day next preceding the date of mailing of notice of such redemption, or if either of the foregoing days is not a Business Day, then the Business Day immediately preceding such day.

"Redemption Price" shall mean the principal of, premium, if any, and interest accrued to the date fixed for redemption of any Bond called for redemption pursuant to the provisions thereof, hereof and of the Supplemental Indenture pursuant to which such Bond is issued.

"Refunding Bonds" shall mean Bonds issued pursuant to provisions of this Master Indenture, the proceeds of which are used to refund one or more Series of Bonds then Outstanding.

"Reserve Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Revenue Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"S&P" shall mean S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, a limited liability company organized and existing under the laws of the State of Delaware, its successors and its assigns, and, if such entity is dissolved or liquidated or no longer performs the functions of a securities rating agency, S&P will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"Secretary" shall mean the Secretary or any Assistant Secretary to the Governing Body, or his or her designee, or the person succeeding to his or her principal functions.

"Serial Bonds" shall mean Bonds (other than Term Bonds) that mature in annual or semi-annual installments.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance of a stipulated aggregate principal amount in a simultaneous transaction under and pursuant to the same Supplemental Indenture and any Bonds thereafter authenticated and delivered in lieu of or in substitution therefor pursuant to this Master Indenture and such Supplemental Indenture regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the District upon original issuance.

"Series Acquisition and Construction Account" shall mean the account within the Acquisition and Construction Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Capitalized Interest Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Costs of Issuance Account" shall mean the account within the Acquisition and Construction Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Debt Service Account" shall mean the account within the Debt Service Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Interest Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Optional Redemption Subaccount" shall mean the subaccount within a Series Redemption Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Pledged Funds" shall mean all amounts on deposit from time to time in the Funds and Accounts and designated in the Supplemental Indenture relating to such Series of Bonds as pledged to the payment of such Series of Bonds; provided, however, such term shall not include any amounts on deposit in a Series Rebate Account in the Rebate Fund.

"Series Pledged Revenues" shall mean the revenues designated as such by Supplemental Indenture and which shall constitute the security for and source of payment of a Series of Bonds and may consist of Assessments, Benefit Special Assessments, Connection Fees or other user fees or other revenues or combinations thereof imposed or levied by the District in accordance with the Act.

"Series Prepayment Subaccount" shall mean the subaccount within a Series Redemption Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Principal Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Project" or **"Series Projects"** shall mean the acquisition, construction, equipping and/or improvement of capital projects to be located within or without the District for the benefit of the District to be financed with all or a part of the proceeds of a Series of Bonds as shall be described in the Supplemental Indenture authorizing such Series of Bonds.

"Series Rebate Account" shall mean the account within the Rebate Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Redemption Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Reserve Account" shall mean the account within the Reserve Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Reserve Account Requirement" shall mean the amount of money or other security which may be in the form of a reserve fund insurance policy or other security as may be required by the terms of a Supplemental Indenture to be deposited in or credited to a Series Reserve Account for a Series of Bonds provided, however, that unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, as of any date of calculation for a particular Series Reserve Account, the "Series Reserve Account Requirement" shall be an amount equal to the lesser of (a) the Maximum Annual Debt Service Requirement for all Bonds of such Series then Outstanding, (b) 125% of the average annual debt service for all Bonds of such Series then Outstanding, or (c) the aggregate of 10% of the proceeds of the Bonds of such Series calculated as of the date of original issuance thereof. In computing the Series Reserve Account Requirement in respect of any Series of Bonds that constitute Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be the greater of (y) 110% of the daily average interest rate on such Variable Rate Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period of time that such Series of Bonds shall have been Outstanding, or (z) the actual rate of interest borne by such Variable Rate Bonds on such date of calculation; provided, in no event shall the Series Reserve Account Requirement as adjusted on such date of calculation exceed the lesser of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement in accordance with clause (c) of this definition in respect of any Capital Appreciation Bonds, the principal amount of such Bonds shall be the original principal amount thereof, not the Accreted Value. A Supplemental Indenture may provide that the Series Reserve Account Requirement for a Series is zero.

"Series Revenue Account" shall mean the account within the Revenue Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Sinking Fund Account" shall mean the account within a Series Debt Service Account with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Trust Estate" shall mean the Trust Estate for a Series of Bonds established by Supplemental Indenture for such Series of Bonds.

"State" shall mean the State of Florida.

"Subordinate Debt" shall mean indebtedness secured hereby or by any Supplemental Indenture which is by its terms expressly subordinate and inferior hereto both in lien and right of payment.

"Supplemental Indenture" shall mean an indenture supplemental hereto authorizing the issuance of a Series of Bonds hereunder and establishing the terms thereof and the security therefor and shall also mean any indenture supplementary hereto entered into for the purpose of amending the terms and provisions hereof with respect to all Bonds in accordance with Article XI hereof.

"Tax Certificate" shall mean the certificate of the District delivered at the time of issuance of Tax Exempt Bonds setting forth the expectations of the District with respect to the use of the proceeds of such Tax Exempt Bonds, including the Tax Regulatory Covenants.

"Tax Collector" shall mean the Tax Collector of St. Johns County, Florida, or the person succeeding to such officer's principal functions.

"Tax Exempt Bonds" shall mean Bonds of a Series the interest on which, in the opinion of Bond Counsel on the date of original issuance thereof, is excludable from gross income for federal income tax purposes.

"Tax Exempt Obligations" shall mean any bond, note or other obligation issued by any person, the interest on which is excludable from gross income for federal income tax purposes.

"Tax Regulatory Covenants" shall mean the covenants of the District necessary for the preservation of the excludability of interest thereon from gross income for federal income tax purposes, as such covenants shall be amended from time to time upon written instructions from Bond Counsel.

"Taxable Bonds" shall mean Bonds of a Series which are not Tax Exempt Bonds.

"Term Bonds" shall mean Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments or are subject to extraordinary mandatory or mandatory redemption upon receipt of unscheduled Pledged Revenues.

"Time Deposits" shall mean time deposits, certificates of deposit or similar arrangements with any bank or trust company, including the Trustee or an affiliate

thereof, which is a member of the Federal Deposit Insurance Corporation and any federal or State savings and loan association which is a member of the Federal Deposit Insurance Corporation or its successors and which are secured or insured in the manner required by State law.

"Trust Estate" shall have the meaning ascribed to such term in the granting clauses hereof, including, but not limited to, the Pledged Revenues and Pledged Funds.

"Trustee" shall mean U.S. Bank National Association with its designated office in Orlando, Florida and any successor trustee appointed or serving pursuant to Article VI hereof.

"Uniform Method" shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

"Variable Rate Bonds" shall mean Current Interest Bonds, which may be either Serial Bonds or Term Bonds, issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue, which Bonds may also be Option Bonds.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "Owner," "person," "Paying Agent," and "Bond Registrar" shall include the plural as well as the singular number and the word "person" shall mean any individual, corporation partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. All references to Florida Statutes or other provisions of State law shall be deemed to include any and all amendments thereto.

ARTICLE II FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

Section 201. Issuance of Bonds. For the purpose of providing funds for paying all or part of the Cost of a Series Project, Bonds of a Series, without limitation as to aggregate principal amount, may be issued under this Master Indenture subject to the conditions hereinafter provided in Section 207 of this Article. Debt Service on each Series of Bonds shall be payable solely from the Pledged Revenues and Pledged Funds pledged to such Series of Bonds in the Supplemental Indenture authorizing the issuance of such Series of Bonds and, as may be provided in such Supplemental Indenture, all of the provisions of this Master Indenture shall be for the benefit and security of the present and future Owners of such Series of Bonds so issued, without preference, priority or distinction,

as to lien or otherwise, of any one Bond of such Series over any other Bond of such Series. The District may also issue from time to time, Additional Bonds, Completion Bonds and Refunding Bonds of a Series under and pursuant to the terms of the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 202. Details of Bonds. Bonds of a Series shall be in such denominations, numbered consecutively, shall bear interest from their date until their payment at rates not exceeding the maximum rate permitted by law, shall be dated, shall be stated to mature in such year or years in accordance with the Act, and shall be subject to redemption prior to their respective maturities, subject to the limitations hereinafter provided, as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series may be Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Option Bonds or any combination thereof and may be secured by a Credit Facility or Liquidity Facility, all as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series (or a part of a Series) may be in book-entry form at the option of the District as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Debt Service shall be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. Interest shall be paid to the registered Owner of Bonds at the close of business on the Record Date for such interest; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 hereof, the payment of interest and principal or Redemption Price or Amortization Installments pursuant hereto shall be made by the Paying Agent to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation of the Bond at the designated corporate trust office of the Paying Agent in Orlando, Florida; provided, however, that presentation shall not be required if the Bonds are in book-entry only form. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment by delivery of written notice to the Paying Agent prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than \$1,000,000 in aggregate principal amount of the Bonds or, if less than such amount, all of the Bonds then Outstanding). Unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, interest on a Series of Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Section 203. Execution and Form of Bonds. The Bonds shall be signed by or bear the facsimile signature of the Chairman, shall be attested and

countersigned by the Secretary, and the certificate of authentication appearing on the face of the Bonds shall be signed by the Trustee; provided, however, that each Bond shall be manually signed by either the Chairman, the Secretary or the Trustee. The official seal of the District shall be imprinted or impressed on each Bond. In case any officer whose signature or a facsimile of whose signature appears on any Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid for all purposes the same as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers. The Bonds, and the provisions for registration and reconversion to be endorsed on such Bonds, shall be substantially in the form set forth in a Supplemental Indenture. The Trustee may appoint one or more authenticating agents.

Section 204. Negotiability, Registration and Transfer of Bonds. The District shall cause books for the registration and for the transfer of the Bonds as provided in this Master Indenture to be kept by the Bond Registrar. All Bonds shall be registered as to both principal and interest. Any Bond may be transferred only upon an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. No charge shall be made to any Owner for registration and transfer as hereinabove provided, but any Owner requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any Bond during the period between the Record Date and the Interest Payment Date next succeeding the Record Date of such Bond, during the period between the Record Date for the mailing of a notice of redemption and the date of such mailing, nor after such Bond has been selected for redemption. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State, and each successive Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State.

Section 205. Ownership of Bonds. The person in whose name any Bond shall be registered shall be deemed the absolute Owner thereof for all purposes, and payment of Debt Service shall be made only to or upon the order of the registered Owner thereof or his attorney or legal representative as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Trustee, the District, the Bond Registrar and the Paying Agent may deem and treat the registered Owner of any Bond as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes

whatsoever, and neither the Trustee, the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

Section 206. Special Obligations. Each Series of Bonds shall be a special and direct obligation of the District. Neither the Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or general indebtedness of the District within the meaning of the Constitution and laws of the State. The Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the District or a lien upon any property of the District other than as provided herein or in the Supplemental Indenture authorizing the issuance of such Series of Bonds. No Owner or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the District or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds, shall be payable solely from, and shall be secured solely by, the Series Pledged Revenues and the Series Pledged Funds pledged to such Series of Bonds, all as provided herein and in such Supplemental Indenture.

Section 207. Authorization of Bonds.

(a) There shall be issued from time to time in Series, under and secured by this Master Indenture, Bonds without limitation as to aggregate principal amount for the purposes of:

(i) paying all or part of the Cost of a Series Project or Series Projects or refunding a Series of Bonds or any portion thereof then Outstanding;

(ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds; and

(iii) undertaking other acts as permitted by the Act.

(b) Each Series of Bonds, upon initial issuance thereof, shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of the following:

(i) an executed and attested original or certified copy of this Master Indenture;

(ii) an executed and attested original or certified copy of the Supplemental Indenture fixing the amount of and security for the Series of

Bonds authorized to be issued thereby and establishing, among other things, the dates on which, and the amounts in which, such Series of Bonds will mature (provided that the final maturity date of such Series of Bonds shall be not later than permitted by the Act with respect to such Series of Bonds), designating the Paying Agent and Bond Registrar, fixing the Amortization Installments, if any, for the Term Bonds of such Series, awarding the Series of Bonds, specifying the interest rates or the method for calculating such interest rates with respect to such Series of Bonds, specifying the redemption provisions and prices thereupon, specifying other details of such Series of Bonds, and directing the delivery of such Series of Bonds to or upon the order of the initial purchaser thereof upon payment of the purchase price therefor set forth in such Supplemental Indenture;

(iii) an opinion of counsel for the District substantially to the effect that the signer is of the opinion that this Master Indenture and the Supplemental Indenture relating to such Series of Bonds have been duly and validly authorized in accordance with the terms hereof and of the Act, and have been duly approved and adopted, that the issuance of such Series of Bonds has been duly authorized, and that this Master Indenture and the Supplemental Indenture constitute binding obligations of the District, enforceable against the District in accordance with their terms except as enforcement thereof may be affected by bankruptcy and other similar laws relating to creditor's rights generally; and

(iv) an opinion of Bond Counsel for the District substantially to the effect that the signer is of the opinion that the Bonds of such Series are valid, binding and enforceable obligations of the District and, if such Series of Bonds are Tax Exempt Bonds, that interest thereon is excludable from gross income of the Owners under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to the initial purchasers.

Execution of a Series of Bonds by the District shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the District and payment to the Trustee of the initial purchase price for a Series of Bonds shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the underwriter of such Series of Bonds.

The Trustee shall be provided with reliance letters with respect to the opinions required in paragraphs (iii) and (iv) above. When the documents mentioned in subsections (i) through (iv) above shall have been received, and when the Bonds of such Series shall have been executed and authenticated as required by this Master Indenture, such Series of Bonds shall be delivered to, or upon the order of, the District, but only upon payment to the Trustee of the purchase price of such Series of Bonds, together with accrued interest, if any, thereon as set forth in a certificate of delivery and payment executed by the Chairman of the District.

(c) To the extent not set forth in the Supplemental Indenture authorizing the issuance of a Series of Bonds, the proceeds (including accrued interest and any premium) of each Series of Bonds shall be applied as soon as practicable upon delivery thereof to the Trustee as follows:

(i) the amount received as accrued interest on the Bonds, if any, shall be deposited to the credit of the Series Interest Account and Capitalized Interest, if any, shall be deposited to the credit of the Series Capitalized Interest Account;

(ii) an amount equal to the Series Reserve Account Requirement, if applicable, or the initial cost of satisfying the Series Reserve Account Requirement if not satisfied by the deposit of cash, shall be deposited to the credit of the Series Reserve Account; and

(iii) the balance shall be deposited and applied as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 208. Mutilated, Destroyed or Lost Bonds. If any Bonds become mutilated, destroyed or lost, the District may cause to be executed and delivered a new Bond in substitution therefor upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, and upon payment by the Owner of the reasonable expenses and charges of the District and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, upon the Owner filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost and of his or her ownership thereof, and upon furnishing the District and the Trustee with indemnity satisfactory to them.

Section 209. Parity Obligations Under Credit Agreements. As may be provided for or required in any Supplemental Indenture, the District may incur financial obligations under a Letter of Credit Agreement or a Liquidity Agreement payable on parity with respect to the lien on the Trust Estate pledged to a Series of Bonds issued under this Master Indenture and a Supplemental Indenture, without meeting any financial test or requirement set forth in this Master Indenture or the corresponding Supplemental Indenture, but only if the Letter of Credit Agreement or Liquidity Agreement supports a related Series of Bonds then being issued which does meet such tests or requirements.

Section 210. Bond Anticipation Notes. Whenever the District shall authorize the issuance of a Series of Bonds, the District may by resolution authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series. The aggregate principal amount of Bonds of such Series and all other Bonds previously authenticated and delivered to pay the Cost of the Series Project or Series Projects for which the proceeds of the Bond Anticipation Notes will

be applied shall not exceed such Cost. The interest on such Bond Anticipation Notes may be payable out of the related Series Interest Account to the extent provided in the resolution of the District authorizing such Bond Anticipation Notes. The principal of and interest on such Bond Anticipation Notes and renewals thereof shall be payable from any moneys of the District available therefor or from the proceeds of the sale of the Series of Bonds in anticipation of which such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes shall be applied to the purposes for which the Bonds anticipated by such Bond Anticipation Notes are authorized and shall be deposited in the appropriate Fund or Account established by the Indenture for such purposes; provided, however, that the resolution or resolutions authorizing such Bond Anticipation Notes may provide for the payment of interest on such Bond Anticipation Notes from the proceeds of sale of such Bond Anticipation Notes and for the deposit, in the related Series Capitalized Interest Account. In the event that the District adopts a resolution authorizing the issuance of Bond Anticipation Notes, the District will promptly furnish to the Trustee a copy of such resolution, certified by an Authorized Officer, together with such information with respect to such Bond Anticipation Notes as the Trustee may reasonably request, including, without limitation, information as to the paying agent or agents for such Bond Anticipation Notes. The Trustee shall have no duties or obligations to the holders of such Bond Anticipation Notes unless specifically so authorized by the resolution of the District authorizing the issuance of such Bond Anticipation Notes and unless the Trustee accepts in writing such duties and obligations.

Section 211. Tax Status of Bonds. Any Series of Bonds issued under this Master Indenture may be issued either as Tax Exempt Bonds or Taxable Bonds. The intended tax status of any Series of Bonds to be issued may be referenced in any Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE III REDEMPTION OF BONDS

Section 301. Redemption Generally. The Bonds of any Series shall be subject to redemption, either in whole on any date or in part on any Interest Payment Date, and at such times, in the manner and at such prices, as may be provided by the Supplemental Indenture authorizing the issuance of such Series of Bonds. The District shall provide written notice to the Trustee of any optional redemption on or before the forty-fifth (45th) day next preceding the date to be fixed for such optional redemption. Notwithstanding any other provision of this Master Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if less than all of the Bonds of a Series shall be called for redemption, the particular Bonds of such Series to be redeemed shall be selected by lot in such reasonable manner as the Bond Registrar in its discretion may determine. The portion of any Series of Bonds to be redeemed shall be in an Authorized Denomination and, in selecting the Bonds of such Series to be redeemed, the Bond Registrar shall treat each such Bond as representing that number of Bonds of such Series which is obtained by dividing the principal amount of such Bond by an Authorized Denomination (such amount being hereinafter referred to as the "unit of principal amount").

If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such unit or units of principal amount as provided below, the registered Owner of such Bond, upon surrender of such Bond to the Paying Agent for payment to such registered Owner of the redemption price of the unit or units of principal amount called for redemption, shall be entitled to receive a new Bond or Bonds of such Series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds of such Series representing the unredeemed balance of the principal amount shall be issued to the Owner thereof without any charge therefor. If the Owner of any Bond of a denomination greater than the unit of principal amount to be redeemed shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption.

Subject to the provisions of Section 506(b) hereof, the District may purchase a Bond or Bonds of a Series in the open market at a price no higher than the highest Redemption Price (including premium) for the Bond to be so purchased with any funds legally available therefor and any such Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of Bonds of such Series as provided in Section 506(b) hereof or as otherwise provided in the Supplemental Indenture relating to such Series.

Section 302. Notice of Redemption; Procedure for Selection. The District shall establish each redemption date, other than in the case of a mandatory redemption, in which case the Trustee shall establish the redemption date, and the District or the Trustee, as the case may be, shall notify the Bond Registrar in writing of such redemption date on or before the forty-fifth (45th) day next preceding the date fixed for redemption, which notice shall set forth the terms of the redemption and the aggregate principal amount of Bonds so to be redeemed. Except as provided below, notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Bonds to be redeemed and to the registered Owner of each Bond to be redeemed, at the

address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of \$1,000,000 or more in principal amount of Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Bond to the Paying Agent for payment on or before the date sixty (60) days following the date fixed for redemption of such Bond, in each case stating: (a) the numbers of the Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed (or stating that all Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption); (b) the CUSIP numbers of all Bonds being redeemed; (c) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (d) the date of issue of each Bond as originally issued and the complete official name of the Bonds including the Series designation; (e) the rate or rates of interest borne by each Bond being redeemed; (f) the maturity date of each Bond being redeemed; (g) the place or places where amounts due upon such redemption will be payable; and (h) the notice date, redemption date, and Redemption Price. The notice shall require that such Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the Redemption Price and shall state that further interest on such Bonds will not accrue from and after the redemption date. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Any required notice or redemption shall also be sent by registered mail, overnight delivery service, telecopy or other secure means, postage prepaid, to any Owner of \$1,000,000 or more in aggregate principal amount of Bonds to be redeemed, to certain municipal registered securities depositories in accordance with the then-current guidelines of the Securities and Exchange Commission which are known to the Bond Registrar to be holding Bonds thirty-two (32) days prior to the redemption date and to at least two of the national information services that disseminate securities redemption notices in accordance with the then-current guidelines of the Securities and Exchange Commission, when possible, at least thirty (30) days prior to the redemption date; provided that neither failure to send or receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Failure to give notice by mailing to the Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 303. Effect of Calling for Redemption. On the date designated for redemption of any Bonds, notice having been filed and mailed in the manner provided above, the Bonds called for redemption shall be due and payable at the Redemption Price provided for the redemption of such Bonds on such date and,

moneys for payment of the Redemption Price being held in a separate account by the Paying Agent in trust for the Owners of the Bonds to be redeemed, interest on the Bonds called for redemption shall cease to be entitled to any benefit under this Master Indenture, and the Owners of such Bonds shall have no rights in respect thereof, except to receive payment of the Redemption Price thereof, and interest, if any, accrued thereon to the redemption date, and such Bonds shall no longer be deemed to be Outstanding.

Section 304. Cancellation. Bonds called for redemption shall be canceled upon the surrender thereof.

ARTICLE IV ACQUISITION AND CONSTRUCTION FUND

Section 401. Acquisition and Construction Fund. There is created and established by Section 502 hereof a fund designated as the "Acquisition and Construction Fund" which shall be held by the Trustee and there shall be deposited to the credit of the Series Acquisition and Construction Accounts the amounts specified in the Supplemental Indenture relating to such Series of Bonds.

Section 402. Payments from Acquisition and Construction Fund. Payments of the Cost of constructing and acquiring a Series Project shall be made from the Acquisition and Construction Fund as herein provided. All such payments shall be subject to the provisions and restrictions set forth in this Article and in Article V hereof, and the District covenants that it will not request any sums to be paid from the Acquisition and Construction Fund except in accordance with such provisions and restrictions. Moneys in the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in Section 503(b) hereof.

Section 403. Cost of a Series Project. For the purposes of this Master Indenture, the Cost of a Series Project shall include, without intending thereby to limit or to restrict or expand any proper definition of such cost under the Act, other applicable provisions of State law, or this Master Indenture, the following:

(a) ***Expenses of Bond Issuance.*** All expenses and fees relating to the issuance of the Bonds, including, but not limited to, initial Credit Facility or Liquidity Facility fees and costs, attorneys' fees, underwriting fees and discounts, the Trustee's acceptance fees and costs, Trustee's counsel fees and costs, rating agency fees, fees of financial advisors, engineer's fees and costs, administrative expenses of the District, the costs of preparing audits and engineering reports, the costs of preparing reports, surveys, and studies, and the costs of printing the Bonds and preliminary and final disclosure documents.

(b) ***Accrued and Capitalized Interest.*** Any interest accruing on the Bonds from their date through the first Interest Payment Date received from the proceeds of the Bonds (to be deposited into the related Series Interest Account) and Capitalized Interest (to be deposited into the related Series Capitalized Interest Account) as may be authorized or provided for by a Supplemental Indenture related to a Series of Bonds. Notwithstanding the deposit of Capitalized Interest into the related Series Capitalized Interest Account, Capitalized Interest shall also include any amount directed by the District to the Trustee in writing to be withdrawn from the related Series Acquisition and Construction Account and deposited into such Series Capitalized Interest Account, provided that such direction includes a certification that such amount represents earnings on amounts on deposit in the related Series Acquisition and Construction Account and that, after such deposit, the amount on deposit in such Series Acquisition and Construction Account, together with earnings thereon will be sufficient to complete the related Series Project which is to be funded from such Series Acquisition and Construction Account.

(c) ***Acquisition Expenses.*** The costs of acquiring, by purchase or condemnation, all of the land, structures, improvements, rights-of-way, franchises, easements, plans and specifications and similar items and other interests in property, whether real or personal, tangible or intangible, which themselves constitute a Series Project or which are necessary or convenient to acquire, install and construct a Series Project and payments, contributions, dedications, taxes, assessments or permit fees or costs and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose.

(d) ***Construction Expense.*** All costs incurred, including interest charges, for labor and materials, including equipment, machinery and fixtures, by contractors, builders, and materialmen in connection with the acquisition, installation and construction of a Series Project, and including without limitation costs incident to the award of contracts.

(e) ***Other Professional Fees and Miscellaneous Expenses.***

(i) All legal, architectural, engineering, survey, and consulting fees, as well as all financing charges, taxes, insurance premiums, and miscellaneous expenses, not specifically referred to in this Master Indenture that are incurred in connection with the acquisition and construction of a Series Project.

(ii) Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction of a Series Project.

(iii) Costs of surveys, estimates, plans and specifications.

- (iv) Costs of improvements.
- (v) Financing charges.
- (vi) Creation of initial reserve and debt service funds.
- (vii) Working capital.
- (viii) Amounts to repay Bond Anticipation Notes or loans made to finance any costs permitted under the Act.
- (ix) Costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services or any other person for a default or breach under the corresponding contract, or in connection with any dispute.
- (x) Premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same.
- (xi) Expenses of management and supervision of a Series Project.
- (xii) Costs of effecting compliance with any and all governmental permits relating to a Series Project.
- (xiii) Any other "cost" or expense as provided by the Act.

(f) ***Refinancing Costs.*** All costs described in (a) through (e) above or otherwise permitted by the Act associated with refinancing or repaying any loan or other debt obligation, of the District.

Section 404. Disposition of Balances in Acquisition and Construction Fund. On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved for the payment of any remaining part of the Cost of the Series Project shall be transferred by the Trustee to the credit of the Series Redemption Account, or as otherwise provided in the Supplemental Indenture, and used for the purposes set forth for such Account in the Supplemental Indenture relating to such Series of Bonds.

ARTICLE V ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 501. Lien. There is hereby irrevocably pledged for the payment of the Bonds of each Series issued hereunder, subject only to the provisions of this Master Indenture and any Supplemental Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Master

Indenture and any such Supplemental Indenture with respect to each Series of Bonds, the Trust Estate; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Series Trust Estate securing such Series of Bonds, the Pledged Funds and Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and shall not secure any other Bonds or Series of Bonds.

The foregoing pledge shall be valid and binding from and after the date of initial delivery of the Bonds and the proceeds of sale of the Bonds and all the moneys, securities and funds set forth in this Section 501 shall immediately be subject to the lien of the foregoing pledge, which lien is hereby created, without any physical delivery thereof or further act. Such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof. Such lien shall be prior and superior to all other liens now existing or hereafter created.

Section 502. Establishment of Funds. The following funds are hereby established and shall be held by the Trustee:

(a) Acquisition and Construction Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Acquisition and Construction Account and a separate Series Costs of Issuance Account for each Series of Bonds issued hereunder;

(b) Revenue Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Revenue Account for each Series of Bonds issued hereunder;

(c) Debt Service Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Debt Service Account and within such Series Debt Service Account,

(i) a Series Interest Account,

(ii) a Series Principal Account,

(iii) a Series Sinking Fund Account,

(iv) a Series Redemption Account and therein a Series Prepayment Subaccount and a Series Optional Redemption Subaccount, and

(v) a Series Capitalized Interest Account

for each such Series of Bonds issued hereunder;

(d) Reserve Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Reserve Account for each such Series of Bonds issued hereunder and any Bonds issued on a parity with any such Series of Bonds hereunder; and

(e) Rebate Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Rebate Account for each such Series of Tax Exempt Bonds issued hereunder.

Notwithstanding the foregoing, the Supplemental Indenture authorizing any Series of Bonds may establish such other Accounts or dispense with the Accounts set forth above as shall be deemed advisable by the District in connection with such Series of Bonds.

Section 503. Acquisition and Construction Fund.

(a) **Deposits.** The District shall pay to the Trustee, for deposit into the related Series Acquisition and Construction Account in the Acquisition and Construction Fund, as promptly as practicable, the following amounts received by it:

(i) the amount set forth in the Supplemental Indenture relating to such Series of Bonds;

(ii) subject to Section 806 hereof, payments made to the District from the sale, lease or other disposition of the Series Project or any portion thereof;

(iii) the balance of insurance proceeds with respect to the loss or destruction of the Series Project or any portion thereof;

(iv) amounts received from a governmental entity pursuant to an interlocal agreement or other similar agreement between the District and such governmental entity providing for the payment by such governmental entity of a portion of the Costs of a Series Project; and

(v) such other amounts as may be provided in a Supplemental Indenture.

Amounts in such Series Acquisition and Construction Account shall be applied to the Cost of the Series Project; provided, however, that if any amounts remain in such Series Acquisition and Construction Account after the Date of Completion, and if such amounts are not reserved for payment of any remaining part of the Cost of the Series Project, such amounts shall be applied in the manner set forth in Section 404 above.

(b) **Disbursements.** Unless otherwise provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds, payments from a Series Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection (b). Before any such payment shall be made, the District shall file with the Trustee a requisition in the form of Exhibit A attached hereto, signed by an Authorized Officer.

Upon receipt of each such requisition and accompanying certificate the Trustee shall promptly withdraw from the Series Acquisition and Construction Account and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate the accuracy or validity of the items delivered pursuant to this Section 503(b).

(c) **Inspection.** All requisitions and certificates received by the Trustee pursuant to this Article shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the District, the Consulting Engineer, the Owner of any Bonds of the related Series, and the agents and representatives thereof.

(d) **Completion of Series Project.** On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved by the District for the payment of any remaining part of the Cost of acquiring or constructing the Series Project shall be applied in accordance with the provisions of Section 404 hereof.

Section 504. Revenue Fund. The District hereby covenants and agrees that it will assess, impose, establish and collect the Pledged Revenues with respect to each Series of Bonds in amounts and at times sufficient to pay, when due, the principal of, premium, if any, and interest on such Series of Bonds. The District hereby covenants and agrees to immediately deposit upon receipt of all such Pledged Revenues (except Prepayments, which shall be identified as such and deposited in the applicable Series Prepayment Subaccount), when received, into the related Series Revenue Account and to immediately deposit all Prepayments, when received, into the related Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds.

Section 505. Debt Service Fund.

(a) **Principal, Maturity Amount, Interest and Amortization Installments.** On the Business Day preceding each Interest Payment Date on the Bonds, the Trustee shall withdraw from the Series Revenue Account and, from the amount so withdrawn, shall make the following deposits in the following order of priority:

(i) to the related Series Interest Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the amount of interest payable on the Bonds of such Series on such Interest Payment Date;

(ii) to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the principal amount, if any, payable with respect to Serial Bonds of such Series on such Interest Payment Date;

(iii) in each Bond Year in which Term Bonds of such Series are subject to mandatory redemption from Amortization Installments, to the related Series Sinking Fund Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Amortization Installment payable on the Term Bonds of such Series on such Interest Payment Date;

(iv) in each Bond Year in which Capital Appreciation Bonds of such Series mature, to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Maturity Amount payable with respect to the Capital Appreciation Bonds of such Series maturing on such Interest Payment Date;

(v) to the Series Reserve Account, an amount, if any, which, together with other amounts, if any, then on deposit therein, will equal the Series Reserve Account Requirement; and

(vi) to the Series Rebate Account, the Rebate Amount, if any, required to be deposited therein pursuant to the Supplemental Indenture related to a Series of Tax Exempt Bonds.

Notwithstanding the foregoing, so long as there are moneys on deposit in the related Series Capitalized Interest Account on the date required for any transfer into the Series Interest Account as set forth above, the Trustee shall, prior to making any transfer into the related Series Interest Account from the related Series Revenue Account, transfer to the related Series Interest Account from the related Series Capitalized Interest Account, the lesser of the interest on such Series of Bonds coming due on the next succeeding Interest Payment Date or the amount remaining on deposit in the related Series Capitalized Interest Account.

(b) ***Disposition of Remaining Amounts on Deposit in Series Revenue Account.*** The District shall authorize the withdrawal, from time to time, from the Series Revenue Account an amount sufficient to pay the fees and charges of the Trustee, Bond Registrar, and Paying Agent, when due. Subject to the provisions of Section 604 hereof, if (i) the amount on deposit in the Series Interest Account, Series Principal Account, Series Sinking Fund Account and Series Redemption

Account in each Bond Year equals the interest payable on the Bonds of such Series in such Bond Year, the principal amount of all Serial Bonds payable in such Bond Year, the Maturity Amount of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installments required to be paid into the Series Sinking Fund Account in such Bond Year, and (ii) any amounts remain in the Series Revenue Account, then such amounts shall, at the written direction of the District, be applied to pay the commissions, fees, costs and any other charges of the Tax Collector and the Property Appraiser or, if such commissions, fees, costs, or other charges have been paid by the District, then to reimburse the District for such payment upon written request of an Authorized Officer. If, after such amounts have been withdrawn, paid and provided for as provided above, any amounts remain in the Series Revenue Account, such amounts shall be disbursed to the District on written request of an Authorized Officer and applied to pay the operating and administrative costs and expenses of the District. After making the payments provided for in this subsection (b), the balance, if any, remaining in the Series Revenue Account shall be retained therein or, at the written direction of an Authorized Officer to the Trustee, transferred into the Series Redemption Account.

(c) ***Series Reserve Account.*** Except as otherwise provided for herein or in a Supplemental Indenture, moneys held for the credit of a Series Reserve Account shall be used for the purpose of paying interest or principal or Amortization Installment or Maturity Amount on the Bonds of the related Series whenever amounts on deposit in the Series Debt Service Account shall be insufficient for such purpose.

(d) ***Series Debt Service Account.*** Moneys held for the credit of a Series Interest Account, Series Principal Account and Series Sinking Fund Account in a Series Debt Service Account shall be withdrawn therefrom by the Trustee and transferred by the Trustee to the Paying Agent in amounts and at times sufficient to pay, when due, the interest on the Bonds of such Series, the principal of Serial Bonds of such Series, the Maturity Amount of Capital Appreciation Bonds of such Series and the Amortization Installments of Term Bonds of such Series, as the case may be.

(e) ***Series Redemption Account.*** Moneys representing Prepayments on deposit in a Series Redemption Account to the full extent of a multiple of an Authorized Denomination shall unless otherwise provided in the Supplemental Indenture relating to such Series of Bonds, be used by the Trustee to redeem Bonds of such Series on the earliest date on which such Bonds are permitted to be called without payment of premium by the terms hereof (including extraordinary or extraordinary mandatory redemption) and of the Supplemental Indenture relating to such Series of Bonds. Such redemption shall be made pursuant to the provisions of Article III. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from

Prepayments shall be held and applied in a Series Redemption Account as provided in Section 506(a) hereof.

(f) ***Payment to the District.*** When no Bonds of a Series remain Outstanding, and after all expenses and charges herein and in the related Supplemental Indenture required to be paid have been paid as certified to the Trustee in writing by an Authorized Officer, and after all amounts due and owing to the Trustee have been paid in full, the Trustee shall pay any balance in the Accounts for such Series of Bonds to the District upon the written direction of an Authorized Officer, free and clear of any lien and pledge created by this Master Indenture; provided, however, that if an Event of Default has occurred and is continuing in the payment of the principal or Maturity Amount of, or interest or premium on the Bonds of any other Series, the Trustee shall pay over and apply any such excess pro rata (based upon the ratio of the aggregate principal amount of such Series of Bonds to the aggregate principal amount of all Series of Bonds then Outstanding and for which such an Event of Default has occurred and is continuing) to each other Series of Bonds for which such an Event of Default has occurred and is continuing.

Section 506. Optional Redemption.

(a) ***Excess Amounts in Series Redemption Account.*** The Trustee shall, but only at the written direction of an Authorized Officer on or prior to the forty-fifth (45th) day preceding the date of redemption, call for redemption on each Interest Payment Date on which Bonds are subject to optional redemption, from moneys on deposit in a Series Redemption Account such amount of Authorized Denominations of Bonds of such Series then subject to optional redemption as, with the redemption premium, if any, will exhaust such amount as nearly as may be practicable. Such redemption shall be made pursuant to the provisions of Article III. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption.

(b) ***Purchase of Bonds of a Series.*** The District may purchase Bonds of a Series then Outstanding at any time, whether or not such Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the Owners of such Bonds under the provisions of this Master Indenture and the Supplemental Indenture pursuant to which such Series of Bonds was issued if such Bonds were called for redemption on such date. Before making each such purchase, the District shall file with the Trustee a statement in writing directing the Trustee to pay the purchase price of the Bonds of such Series so purchased upon their delivery and cancellation, which statement shall set forth a description of such Bonds, the purchase price to be paid therefor, the name of the seller and the place of delivery of the Bonds. The

Trustee shall pay the interest accrued on such Bonds to the date of delivery thereof from the related Series Interest Account and the principal portion of the purchase price of Serial Bonds from the related Series Principal Account, but no such purchase shall be made after the Record Date in any Bond Year in which Bonds have been called for redemption. To the extent that insufficient moneys are on deposit in a related Series Interest Account to pay the accrued interest portion of the purchase price of any Bonds or in a related Series Principal Account to pay the principal amount of the purchase price of any Serial Bond, the Trustee shall transfer into such Accounts from the related Series Revenue Account sufficient moneys to pay such respective amounts. In the event that there are insufficient moneys on deposit in the related Series Principal Account with which to pay the principal portion of the purchase price of any Term Bonds, the Trustee may, at the written direction of the District, transfer moneys into such related Series Principal Account from the related Series Revenue Account to pay the principal amount of such purchase price, but only in an amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year calculated after giving effect to any other purchases of Term Bonds during such Bond Year. The Trustee may pay the principal portion of the purchase price of Bonds from the related Series Redemption Account, but only upon delivery of written instructions from an Authorized Officer of the District to the Trustee accompanied by a certificate of an Authorized Officer: (A) stating that sufficient moneys are on deposit in the Series Redemption Account to pay the purchase price of such Bonds; (B) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (C) containing cash flows which demonstrate that, after giving effect to the purchase of Bonds in the amounts and maturities set forth in clause (B) above, the Pledged Revenues to be received by the District in the current and each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. The Trustee may pay the principal portion of the purchase price of any Term Bonds from the related Series Principal Account, but only Term Bonds of a maturity having Amortization Installments in the current Bond Year and in the principal amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year (calculated after giving effect to any other purchases of Term Bonds during such Bond Year). The Trustee may pay the principal portion of the purchase price of Term Bonds having maturities different from or in amounts greater than set forth in the next preceding sentence from amounts on deposit in the related Series Principal Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Principal Account for such purpose, but only upon delivery of written instructions from an Authorized Officer to the Trustee accompanied by a certificate of an Authorized Officer: (X) stating that sufficient moneys are on deposit in the Series Principal Account, after giving effect to any transfers from the related Series Revenue Account, to pay the principal portion of the purchase price of such Term Bonds; (Y) setting forth the amounts and maturities of Term Bonds of such Series

which are to be redeemed from such amounts and the Amortization Installments against which the principal amount of such purchases are to be credited; and (Z) containing cash flows which demonstrate that, after giving effect to the purchase of Term Bonds in the amounts and having the maturities and with the credits against Amortization Installments set forth in clause (Y) above and any transfers from the related Series Revenue Account, the Pledged Revenues to be received by the District in the current and in each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. If any Bonds are purchased pursuant to this subsection (b), the principal amount of the Bonds so purchased shall be credited as follows:

(i) if the Bonds are to be purchased from amounts on deposit in the Series Prepayment Subaccount of a Series Redemption Account, against the principal coming due or Amortization Installments set forth in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(ii) if the Bonds are Term Bonds of a Series, against the Amortization Installments for Bonds of such Series first coming due in the current Bond Year or, if such Term Bonds so purchased are to be credited against Amortization Installments coming due in any succeeding Bond Year, against the Amortization Installments on Term Bonds of such Series maturing on the same date and designated in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(iii) against the principal or Maturity Amount of Serial Bonds coming due on the maturity date of such Serial Bonds.

Section 507. Rebate Fund.

(a) **Creation.** There is created and established by Section 502 hereof a Rebate Fund, and within the Rebate Fund a Series Rebate Account for each Series of Tax Exempt Bonds. Moneys deposited and held in the Rebate Fund shall not be subject to the pledge of this Master Indenture.

(b) **Payment to United States.** The Trustee shall pay to the District upon written request of the District, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with the Supplemental Indenture related to a Series of Tax Exempt Bonds. The Trustee shall have no responsibility for computation of the Rebate Amount and instead the District shall cause the Rebate Amount to be calculated by the Rebate Analyst and shall cause the Rebate Analyst to deliver such computation to the Trustee as provided in the Supplemental Indenture related to a Series of Tax Exempt Bonds but before the date of any required payment of the Rebate Amount to the Internal

Revenue Service. The fees of, and expenses incurred by, the Rebate Analyst in computing the Rebate Amount shall be paid by the District, which amount shall be treated as administrative and operating expenses of the District payable or reimbursable from the Series Revenue Account in accordance with Section 505(b) hereof.

(c) ***Deficiencies.*** If the Trustee does not have on deposit in the Series Rebate Account sufficient amounts to make the payments required by this Section 507, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as provided in paragraph (b) above.

(d) ***Survival.*** The covenants and agreements of the District in this Section 507 and Section 809, and, any additional covenants related to compliance with provisions necessary in order to preserve the exclusion of interest on the Tax Exempt Bonds of a Series from gross income for federal income tax purposes shall survive the defeasance of the Bonds of such Series in accordance with Article XII hereof.

Section 508. Investment of Funds and Accounts. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, moneys held for the credit of the Accounts for such Series of Bonds shall be invested as hereinafter in this Section 508 provided.

(a) ***Series Acquisition and Construction Account, Series Revenue Account and Series Debt Service Account.*** Moneys held for the credit of a Series Acquisition and Construction Account, a Series Revenue Account, and a Series Debt Service Account shall, as nearly as may be practicable, be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer, which Investment Obligations shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates, as estimated by an Authorized Officer, when moneys held for the credit of each such Account will be required for the purposes intended.

(b) ***Series Reserve Account.*** Moneys held for the credit of a Series Reserve Account shall be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer.

(c) ***Investment Obligations as a Part of Funds and Accounts.*** Investment Obligations purchased as an investment of moneys in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and profit realized from such investment shall be credited as provided in Section 510 hereof. Any loss resulting from such investment shall be charged to such Fund or Account. The foregoing notwithstanding, for purposes of investment and to the extent permitted by law, amounts on deposit in any Fund or

Account may be commingled for purposes of investment, provided adequate care is taken to account for such amounts in accordance with the prior sentence. The Trustee may, upon the written direction of an Authorized Officer, transfer investments within such Funds or Accounts without being required to sell such investments. The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide moneys to meet any payment or transfer from any such Fund or Account. The Trustee shall not be liable or responsible for any loss resulting from any such investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings on investments. The Trustee shall have no obligation to invest funds without written direction from an Authorized Officer.

(d) **Valuation.** In computing the value of the assets of any Fund or Account, investments and earnings thereon shall be deemed a part thereof. The Trustee shall value the assets in each of the Funds and Accounts established hereunder as of September 30 of each Fiscal Year, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder, with the exception of a Series Reserve Account, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the Redemption Price thereof, to the extent that any such obligation is then redeemable at the option of the holder. For the purpose of determining the amount on deposit to the credit of a Series Reserve Account, obligations in which money in such Account shall have been invested shall be valued at par, if purchased at par, or at amortized cost, if purchased at other than par, plus, in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (i) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (ii) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

Section 509. Deficiencies and Surpluses in Funds and Accounts. For purposes of this Section 509, (a) a "deficiency" shall mean, in the case of a Series Reserve Account, that the amount on deposit therein is less than the Series Reserve Account Requirement (but only after the Bond Year in which the amount on deposit therein first equals the Series Reserve Account Requirement), and (b) a "surplus"

shall mean in the case of a Series Reserve Account, that the amount on deposit therein is in excess of the applicable Series Reserve Account Requirement.

At the time of any withdrawal from a Series Reserve Account that results in a deficiency therein, the Trustee shall promptly notify the District of the amount of any such deficiency and the Trustee shall withdraw the amount of such deficiency from the related Series Revenue Account and, if amounts on deposit therein are insufficient therefor, the District shall pay the amount of such deficiency to the Trustee, for deposit in such Series Reserve Account, from the first legally available sources of the District.

The Trustee, as of the close of business on the last Business Day in each Bond Year, after taking into account all payments and transfers made as of such date, shall compute, in the manner set forth in Section 508(d), the value of the Series Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such Series Reserve Account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Series Reserve Account, from any legally available sources of the District. The Trustee, as soon as practicable after such computation, shall deposit any surplus, at the direction of an Authorized Officer, to the credit of the Series Redemption Account or the Series Principal Account, or as otherwise provided in the related Supplemental Indenture.

Section 510. Investment Income. Unless otherwise provided in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series Interest Account and a Series Revenue Account shall be deposited, as realized, to the credit of such Account and used for the purpose of such Account. Unless otherwise provided in a Supplemental Indenture, earnings on investments in a Series Principal Account and Redemption Account shall be deposited, as realized, to the credit of such Series Interest Account and used for the purpose of such Account.

Earnings on investments in a Series Reserve Account shall unless otherwise provided in a Supplemental Indenture be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series Reserve Account since such date, then earnings on investments in the Series Reserve Account shall be deposited to the Series Revenue Account.

(b) if there was a deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, or if after such date

withdrawals have been made from the Series Reserve Account and have created such a deficiency, then earnings on investments in the Series Reserve Account shall be deposited to the Series Reserve Account until the amount on deposit therein equals the Series Reserve Account Requirement and thereafter shall be deposited to the Series Revenue Account.

Section 511. Cancellation of Bonds. All Bonds paid, redeemed or purchased, either at or before maturity, shall be canceled upon the payment, redemption or purchase of such Bonds. All Bonds canceled under any of the provisions of this Master Indenture shall be destroyed by the Paying Agent, which shall upon request of the District execute a certificate in duplicate describing the Bonds so destroyed. One executed certificate shall be filed with the Trustee and the other executed certificate shall be retained by the Paying Agent.

ARTICLE VI CONCERNING THE TRUSTEE

Section 601. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the parties hereto and the Owners agree. The Trustee shall have only those duties expressly set forth herein, and no duties shall be implied against the Trustee.

Section 602. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture, in any Supplemental Indenture or in the Bonds, save only the Trustee's authentication certificate, if any, upon the Bonds, have been made by the District and not by the Trustee, and the Trustee shall be under no responsibility for the correctness thereof.

Section 603. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Gross Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of counsel concerning all questions hereunder, and the Trustee shall not be answerable for the default or misconduct of any attorney, agent or employee selected by it with reasonable care. In performance of its duties hereunder, the Trustee may rely on the advice of counsel and shall not be held liable for actions taken in reliance on the advice of counsel. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture or any Supplemental Indenture nor for anything whatsoever in connection with the trust hereunder, except only its own gross negligence or willful misconduct.

Section 604. Compensation and Indemnity. The District shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses

of Trustee's counsel, and to the extent permitted under State law shall indemnify the Trustee and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to its own negligence or misconduct. The Trustee shall have no duty in connection with its responsibilities hereunder to advance its own funds nor shall the Trustee have any duty to take any action hereunder without first having received indemnification satisfactory to it. If the District defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys received or held by the Trustee under this Master Indenture or any Supplemental Indenture and payable to the District other than moneys from a Credit Facility or Liquidity Facility. This provision shall survive termination of this Master Indenture and any Supplemental Indenture, and as to any Trustee, its resignation or removal thereof. As security for the foregoing, the District hereby grants to the Trustee a security interest in and to the amounts of deposit in all Series Funds and Accounts (other than the Rebate Fund) thereby, in effect, granting the Trustee a first charge against these moneys following an Event of Default for its fees and expenses (including legal counsel and default administration costs and expenses), subordinate and inferior to the security interest granted to the Owners of the Bonds from time to time secured thereby, but nevertheless payable in the order of priority as set forth in Section 905(a) upon the occurrence of an Event of Default.

Section 605. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the District to require or effect or renew insurance or to report or file claims of loss thereunder.

Section 606. Notice of Default; Right to Investigate. The Trustee shall give written notice, as soon as practicable, by first-class mail to registered Owners of Bonds of all defaults of which the Trustee has actual knowledge, unless such defaults have been remedied (the term "defaults" for purposes of this Section 606 and Section 607 being defined to include the events specified as "Events of Default" in Section 902 hereof, but not including any notice or periods of grace provided for therein) or if the Trustee, based upon the advice of counsel upon which the Trustee is entitled to rely, determines that the giving of such notice is not in the best interests of the Owners of the Bonds. The Trustee will be deemed to have actual knowledge of any payment default under this Master Indenture or under any Supplemental Indenture and after receipt of written notice thereof by a Credit Facility issuer or Liquidity Facility issuer of a default under its respective reimbursement agreement, but shall not be deemed to have actual knowledge of any other default unless notified in writing of such default by the Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding. The Trustee may, however, at any time require of the District full information as to the performance of any covenant hereunder; and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the District, an investigation into the affairs of the District.

Section 607. Obligation to Act on Default. Before taking any action under this Master Indenture or any Supplemental Indenture in respect of an Event of Default, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability resulting from its own gross negligence or willful misconduct in connection with any such action.

Section 608. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, request, consent, waiver, opinion, certificate, statement, affidavit, voucher, bond, or other paper or document or telephone message which it in good faith believes to be genuine and to have been passed, signed or given by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture or any Supplemental Indenture, and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

Section 609. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Owners may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture or any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the District.

Section 610. Construction of Ambiguous Provision. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture or any Supplemental Indenture and any construction by the Trustee shall be binding upon the Owners. The Trustee shall give prompt written notice to the District of any intention to make such construal.

Section 611. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture by written resignation filed with the Secretary of the District not less than sixty (60) days before the date when such resignation is to take effect; provided that notice of such resignation shall be sent by first-class mail to each Owner as its name and address appears on the Bond Register and to any Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within sixty (60) days after the Trustee has given its notice of resignation, the Trustee may petition any court of

competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed.

Section 612. Removal of Trustee. Any Trustee hereunder may be removed at any time by an instrument appointing a successor to the Trustee so removed, upon application of the District; provided, however, that if an Event of Default has occurred hereunder and is continuing with respect to a Series of Bonds, then the Trustee hereunder may be removed only by an instrument appointing a successor to the Trustee so removed executed by the Majority Owners of the Series of Bonds as to which such Event of Default exists and filed with the Trustee and the District.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee, by any court of competent jurisdiction upon the application of the District; provided that no Event of Default has occurred hereunder and is continuing, or upon the application of the Owners of not less than 20% in aggregate principal amount of the Bonds then Outstanding.

Section 613. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the District shall appoint a successor and shall mail notice of such appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Register, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer; provided, however, that the District shall not appoint a successor Trustee if an Event of Default has occurred and is continuing, unless the District shall have received the prior written consent, which consent shall not be unreasonably withheld, of any Credit Facility issuer and any Liquidity Facility issuer, to the appointment of such successor Trustee. If an Event of Default has occurred hereunder and is continuing and the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and a successor may be appointed by any court of competent jurisdiction upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding and such successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Register, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 614. Qualification of Successor Trustee. A successor Trustee shall be a national bank with trust powers or a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

Section 615. Instruments of Succession. Except as provided in Section 616 hereof, any successor Trustee shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. After withholding from the funds on hand any amounts owed to itself hereunder, the Trustee ceasing to act hereunder shall pay over to the successor Trustee all moneys held by it hereunder; and the Trustee ceasing to act and the District shall execute and deliver an instrument or instruments transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act except for the rights granted under Section 604 hereof. The successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 616. Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated or into which all or substantially all of its corporate trust assets shall be sold or its operations conveyed, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Master Indenture, without the execution or filing of any paper or any further act on the part of the parties thereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation continuing to act as Trustee hereunder shall meet the requirements of Section 614 hereof, and if such corporation does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article VI.

Section 617. Resignation of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may resign and be discharged of the duties created by this Master Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the District and the Trustee not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation mailed not less than sixty (60) days prior to such resignation date to each Owner as its name and address appear on the registration books of the District maintained by the Bond Registrar. Such resignation shall take effect on the date specified in such notice, unless a successor Paying Agent or Bond Registrar is previously appointed in which event such resignation shall take effect

immediately upon the appointment of such successor Paying Agent or Bond Registrar. If the successor Paying Agent or Bond Registrar shall not have been appointed within a period of sixty (60) days following the giving of notice, then the Trustee may appoint a successor Paying Agent or Bond Registrar as provided in Section 619 hereof.

Section 618. Removal of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may be removed at any time prior to any Event of Default by the District by filing with the Paying Agent or Bond Registrar to be removed and the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a successor. Such removal shall be effective thirty (30) days after delivery of the instrument (or such longer period as may be set forth in such instrument); provided, however, that no such removal shall be effective until the successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder.

Section 619. Appointment of Successor Paying Agent or Bond Registrar. In case at any time the Paying Agent or Bond Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Bond Registrar, as the case may be, and a successor shall be appointed by the District; and in case at any time the Paying Agent or Bond Registrar shall resign, then a successor shall be appointed by the District. Upon any such appointment, the District shall give written notice of such appointment to the predecessor Paying Agent or Bond Registrar, the successor Paying Agent or Bond Registrar, the Trustee and all Owners. Any new Paying Agent or Bond Registrar so appointed shall immediately and without further act supersede the predecessor Paying Agent or Bond Registrar.

Section 620. Qualifications of Successor Paying Agent or Bond Registrar. Every successor Paying Agent or Bond Registrar shall (a) be a commercial bank or trust company duly organized under the laws of the United States or any state or territory thereof, authorized by law to perform all the duties imposed upon it by this Master Indenture, and capable of meeting its obligations hereunder, and (b) have a combined net capital and surplus of at least \$50,000,000.

Section 621. Acceptance of Duties by Successor Paying Agent or Bond Registrar. Except as provided in Section 622 hereof, any successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent or Bond Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if

originally named Paying Agent or Bond Registrar herein. Upon request of such Paying Agent or Bond Registrar, such predecessor Paying Agent or Bond Registrar and the District shall execute and deliver an instrument transferring to such successor Paying Agent or Bond Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Bond Registrar and such predecessor Paying Agent or Bond Registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar all moneys and other assets at the time held by it hereunder.

Section 622. Successor by Merger or Consolidation. Any corporation into which any Paying Agent or Bond Registrar hereunder may be merged or converted or with which it may be consolidated or into which substantially all of its corporate trust assets shall be sold or otherwise conveyed, or any corporation resulting from any merger or consolidation to which any Paying Agent or Bond Registrar hereunder shall be a party, shall be the successor Paying Agent or Bond Registrar under this Master Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Master Indenture to the contrary notwithstanding.

Section 623. Brokerage Statements. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 624. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ARTICLE VII FUNDS CONSTITUTE TRUST FUNDS

Section 701. Trust Funds. Subject to the provisions of Section 604 and Section 905(a) hereof, all amounts on deposit in Funds or Accounts for the benefit of a Series of Bonds shall:

(a) be used only for the purposes and in the manner herein and in the Supplemental Indenture relating to such Series of Bonds provided and, pending such application, be held by the Trustee in trust for the benefit of the Owners of such Series of Bonds;

(b) be irrevocably pledged to the payment of such Series of Bonds, except for amounts on deposit in the Series Rebate Account in the Rebate Fund;

(c) be held and accounted for separate and apart from all other Funds and Accounts, including Accounts of other Series of Bonds, and other funds and accounts of the Trustee and the District;

(d) until applied for the purposes provided herein, be subject to a first lien in favor of the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, which lien is hereby created, prior and superior to all other liens now existing or hereafter created, and, to a second lien in favor of the Trustee, as security for the reasonable compensation for the services of the Trustee hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, subordinate and inferior to the security interest granted to the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, but nevertheless payable in the order of priority as set forth in Section 905(a) hereof upon the occurrence of an Event of Default; and

(e) shall not be subject to lien or attachment by any creditor of the Trustee or any creditor of the District or any other Series of Bonds other than the Owners of such Series of Bonds and the issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds.

ARTICLE VIII COVENANTS AND AGREEMENTS OF THE DISTRICT

Section 801. Payment of Bonds. The District shall duly and punctually pay or cause to be paid, but only from the Series Trust Estate with respect to each Series of Bonds, Debt Service on the dates, at the places, and in the amounts stated herein, in any Supplemental Indenture, and in the Bonds of such Series.

Section 802. Extension of Payment of Bonds. Except as provided in Section 901 hereof, the District shall not directly or indirectly extend the time for payment of the interest on any Bonds. The time for payment of Bonds of any Series shall be the time prescribed in the Supplemental Indenture relating to such Series of Bonds.

Section 803. Further Assurance. At any and all times the District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the District may become bound to pledge or assign after the date of execution of this Master Indenture.

Section 804. Power to Issue Bonds and Create a Lien. The District hereby represents to the Trustee and to the Owners that it is and will be duly authorized under all applicable laws to issue the Bonds of each Series, to execute this Master Indenture, to adopt Supplemental Indentures, and to pledge its moneys, securities and funds in the manner and to the extent provided herein. Except as provided herein, the District hereby represents that such moneys, securities and funds of the District are and will be free and clear of any pledge, lien, charge or encumbrance thereon and all action on the part of the District to that end has been and will be duly and validly taken. The Bonds of each Series, this Master Indenture and any Supplemental Indenture are and will be the valid and legally enforceable obligations of the District, enforceable in accordance with their terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally. The District shall at all times, to the extent permitted by law, defend, preserve and protect the pledge and lien created by this Master Indenture and all the rights of the Owners hereunder against all claims and demands of all other persons whomsoever.

Section 805. Power to Undertake Series Projects and to Collect Pledged Revenues. The District has or will have upon the date of issuance of each Series of Bonds, and will have so long as any Bonds are Outstanding, good right and lawful power: (a) to undertake the Series Projects, or it will take such action on its part required which it deems reasonable in order to obtain licenses, orders, permits or other authorizations, if any, from any agency or regulatory body having lawful jurisdiction which must be obtained in order to undertake such Series Project; and (b) to fix, levy and collect or cause to be collected any and all Pledged Revenues.

Section 806. Sale of Series Projects. The District covenants that, until such time as there are no Bonds of a Series Outstanding, it will not sell, lease or otherwise dispose of or encumber the related Series Project or any part thereof other than as provided herein. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by the District in connection with a Series Project, or any materials used in connection therewith, if the District shall determine that such articles are no longer needed or are no longer useful in connection with the acquisition, construction, operation or maintenance of a Series Project, and the proceeds thereof

may be applied to the replacement of the properties so sold or disposed of and, if not so applied, shall be deposited to the credit of the related Series Acquisition and Construction Account or, after the Date of Completion of the Series Project, shall be applied as provided in the corresponding Supplemental Indenture. The District may from time to time sell or lease such other property forming part of a Series Project which it may determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Series Project, if the Consulting Engineer shall in writing approve such sale or lease; the proceeds of any such sale shall be disposed of as hereinabove provided for the proceeds of the sale or disposal of movable property. The proceeds of any lease as described above shall be applied as provided in the corresponding Supplemental Indenture.

Notwithstanding the foregoing, the District may: (a) dispose of all or any part of a Series Project, other than a Series Project the revenues to be derived from the operation of which are pledged to a Series of Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (b) impose, declare or grant title to or interests in the Series Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy of the property within the District; and/or (c) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Series Projects.

Section 807. Completion and Maintenance of Series Projects. The District shall complete the acquisition and construction of a Series Project with all practical dispatch and in a sound and economical manner. So long as any Series Project is owned by the District, the District shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted.

Section 808. Accounts and Reports.

(a) **Annual Report.** The District shall, within thirty (30) days of receipt and approval by the District, so long as any Bonds are Outstanding, deliver to each Requesting Owner (hereinafter defined), and otherwise as provided by law, a copy of its annual audit for such year, accompanied by an Accountant's Certificate, including (i) statements in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, and (ii) statements of all receipts and disbursements of the Pledged Revenues of each Series of Bonds (unless the Pledged Revenues of such Series are remitted directly to the Trustee). The Trustee shall, within ninety (90) days after the close of each Fiscal

Year so long as any Bonds are Outstanding, file with the District a summary with respect to each Fund and Account of the deposits thereto and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year, or at the option of the Trustee, such summary can be made on a monthly basis. For purposes of the foregoing, the term "Requesting Owner" shall mean the Owner (or Beneficial Owner in the case of book-entry Bonds) of more than \$1,000,000 aggregate principal amount of any Series of Bonds who requests such information in writing to the District.

(b) ***No Default Certificate.*** The District shall file with the Trustee, so long as any Bonds are Outstanding, a certificate of an Authorized Officer upon the occurrence of an Event of Default as described in Section 902(h) hereof, such certificate to contain a description of the nature of such Event of Default and actions taken or to be taken to remedy such Event of Default.

(c) ***Inspection.*** The reports, statements and other documents required to be furnished by the District to the Trustee and by the Trustee to the District pursuant to any provisions hereof shall be available for inspection by any Owner at the designated corporate trust office of the Trustee upon the giving of at least five (5) days advance written notice to the Trustee.

(d) ***Reports Pursuant to Uniform Special District Accountability Act of 1989.*** The District covenants and agrees that it will comply with the provisions of Chapter 189.01 et seq., Florida Statutes, the Uniform Special District Accountability Act of 1989, to the extent applicable to the District, including any reporting requirements contained therein which are applicable to the District. The District may contract with a service provider selected by the District to ensure such compliance.

Section 809. Arbitrage and Other Tax Covenants. The District hereby covenants that it will not take any action, and will not fail to take any action, which action or failure would cause the Tax Exempt Bonds to become "arbitrage bonds" as defined in Section 148 of the Internal Revenue Code of 1986. The District further covenants that it will take all such actions after delivery of any Tax Exempt Bonds as may be required in order for interest on such Tax Exempt Bonds to remain excludable from gross income (as defined in Section 61 of the Internal Revenue Code of 1986) of the Owners. Without limiting the generality of the foregoing, the District hereby covenants that it will to the extent not remitted by the Trustee from funds held in the Rebate Account, remit to the United States the Rebate Amount at the time and place required by this Master Indenture, any Supplemental Indenture, and the Tax Regulatory Covenants.

Section 810. Enforcement of Payment of Assessment. The District will assess, levy, collect or cause to be collected and enforce the payment of Assessments, Benefit Special Assessments, and/or any other sources which

constitute Pledged Revenues for the payment of any Series of Bonds in the manner prescribed by this Master Indenture, any Supplemental Indenture and all resolutions, ordinances or laws thereunto appertaining at times and in amounts as shall be necessary in order to pay, when due, the principal of and interest on the Series of Bonds to which such Pledged Revenues are pledged, and to pay or cause to be paid the proceeds of such Assessments as received to the Trustee in accordance with the provisions hereof.

Section 811. Method of Collection of Assessments and Benefit Special Assessments. The District shall levy and collect Assessments and Benefit Special Assessments in accordance with applicable State law.

Section 812. Delinquent Assessments. If the owner of any lot or parcel of land shall be delinquent in the payment of any Assessment or Benefit Special Assessment, pledged to a Series of Bonds, then such Assessment or Benefit Special Assessments, shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Assessment or Benefit Special Assessment, the District either on its own behalf, or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Bonds of such Series then Outstanding, declare the entire unpaid balance of such Assessment or Benefit Special Assessment, to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapters 170 and 173, and Section 190.026, Florida Statutes, or otherwise as provided by law. The District further covenants to furnish, at its expense, to any Owner of Bonds of the related Series so requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments together with a copy of the District's annual audit, and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

Section 813. Deposit of Proceeds from Sale of Tax Certificates. If any tax certificates relating to Delinquent Assessments which are pledged to a Series of Bonds are sold by the Tax Collector pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Delinquent Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the related Series Revenue Account.

Section 814. Sale of Tax Deed or Foreclosure of Assessment or Benefit Special Assessment Lien. If any property shall be offered for sale for the nonpayment of any Assessment or Benefit Special Assessment, which is pledged to a Series of Bonds, and no person or persons shall purchase such property for an amount less than or equal to the full amount due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series of Bonds to which such Assessments or Benefit Special Assessments were pledged; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the applicable Series of Bonds secured by such Assessment or Benefit Special Assessment, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions, or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the related Series Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as herein provided, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the related Series of Bonds. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such representatives. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the related Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Bonds of such Series then Outstanding.

Section 815. Other Obligations Payable from Assessments or Benefit Special Assessments. The District will not issue or incur any obligations payable from the proceeds of Assessments or Benefit Special Assessments securing a Series of Bonds nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon such Assessments or Benefit Special Assessments other than the lien of any Subordinate Debt except for fees, commissions, costs, and other charges payable to the Property Appraiser or to the Tax Collector pursuant to State law.

Section 816. Re-Assessments. If any Assessment or Benefit Special Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessment or Benefit Special Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessment or Benefit Special Assessment when it might have done so, the District shall either: (a) take

all necessary steps to cause a new Assessment or Benefit Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (b) in its sole discretion, make up the amount of such Assessment or Benefit Special Assessment from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessment or Benefit Special Assessment shall also be annulled, the District shall obtain and make other Assessments or Benefit Special Assessments until a valid Assessment or Benefit Special Assessment shall be made.

Section 817. General. The District shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the District under law and this Master Indenture, in accordance with the terms of such provisions.

Upon the date of issuance of each Series of Bonds, all conditions, acts and things required by law and this Master Indenture and any Supplemental Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Series of Bonds shall exist, have happened and have been performed and upon issuance, such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State applicable to the District.

The District shall not enter into any contract or take any action by which the rights of the Trustee or the Owners may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the District shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Series Projects, and all parts thereof owned by the District to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby, and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

Section 818. Continuing Disclosure. The District covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Master Indenture or any Supplemental Indenture, failure of the District or any other obligated person to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Trustee may (and, at the request of any participating underwriter or the Owners of at least 25% aggregate principal amount of Bonds of a Series then Outstanding and receipt of indemnity to its satisfaction, shall) or any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the District to comply with its obligations

under this Section 818. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 901. Extension of Interest Payment. If the time for payment of interest of a Bond of any Series shall be extended, whether or not such extension be by or with the consent of the District, such interest so extended shall not be entitled in case of default hereunder to the benefit or security of this Master Indenture unless the aggregate principal amount of such Bonds then Outstanding and of all accrued interest the time for payment of which shall not have been extended, shall have previously been paid in full.

Section 902. Events of Default. Each of the following events is hereby declared an Event of Default with respect to a Series of Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

(a) Any payment of Debt Service on such Series of Bonds is not made when due;

(b) The District shall for any reason be rendered incapable of fulfilling its obligations hereunder or under the Supplemental Indenture relating to such Series of Bonds;

(c) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the related Series Project;

(d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) Any portion of the Assessments pledged to a Series of Bonds shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in a Series Reserve Account to pay Debt Service on the corresponding Series of Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series Reserve Account to pay Debt Service on the corresponding Series of Bonds);

(h) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds on the part of the District to be performed (other than a default in the payment of Debt Service on the related Series of Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds of such Series then Outstanding and affected by such default; and

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

Section 903. Acceleration of Maturities of Bonds of a Series Under Certain Circumstances. Upon the happening and continuance of any Event of Default specified in clauses (a) through (i) of Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of the Bonds of such Series then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Bonds of such Series then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture authorizing such Series of Bonds to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur in the case of Bonds of a Series secured by Assessments, except to the extent that the Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the Bonds of any Series then Outstanding

shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Master Indenture or the related Supplemental Indenture, moneys shall have accumulated in the related Series Revenue Account sufficient to pay the principal of all matured Bonds of such Series and all arrears of interest, if any, upon all Bonds of such Series then Outstanding (except the aggregate principal amount of any Bonds of such Series then Outstanding that is only due because of a declaration under this Section 903, and except for the interest accrued on the Bonds of such Series since the last Interest Payment Date), and all amounts then payable by the District hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the Bonds of such Series then Outstanding that is due only because of a declaration under this Section 903) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series of Bonds then Outstanding not then due except by virtue of a declaration under this Section 903, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 904. Enforcement of Remedies. Upon the happening and continuance of any Event of Default specified in Section 902 above with respect to a Series of Bonds, the Trustee may protect and enforce the rights of the Owners of the Bonds of such Series under State law, and under this Master Indenture, the related Supplemental Indenture and the Bonds of such Series, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein or in the related Supplemental Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

The Majority Owners of the Bonds of such Series then Outstanding shall, subject to the requirements of Section 607, have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such directions shall not be in conflict with any rule of law or this Master Indenture and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unduly prejudicial to the rights of the Owners of such Series of Bonds not parties to such direction or would subject the Trustee to personal liability or expense. Notwithstanding the foregoing, the Trustee shall have the right to select and retain legal counsel of its choosing to represent it in any such proceedings. The Trustee may take any other action which is not inconsistent with any direction under this second paragraph of this Section 904.

No Owner of such Series of Bonds shall have any right to pursue any other remedy under this Master Indenture or such Series of Bonds unless: (a) an Event of Default shall have occurred and is continuing; (b) the Majority Owners of the Bonds of such Series then Outstanding have requested the Trustee, in writing, to exercise the powers granted in the first paragraph of this Section 904 or to pursue such remedy in its or their name or names; (c) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (d) the Trustee has declined to comply with such request, or has failed to do so, within sixty (60) days after its receipt of such written request and offer of indemnity; and (e) no direction inconsistent with such request has been given to the Trustee during such 60-day period by the Majority Owners of the Bonds of such Series then Outstanding. The provisions of the immediately preceding sentence of this Section 904 are conditions precedent to the exercise by any Owner of such Series of Bonds of any remedy hereunder. The exercise of such rights is further subject to the provisions of Sections 907, 909, 910 and the second paragraph of this Section 904. No Owner or Owners of such Series of Bonds shall have any right in any manner whatsoever to enforce any right under this Master Indenture, except in the manner herein provided.

The District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, including delinquent Direct Billed Operation and Maintenance Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Bonds of a Series. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners of the Bonds of a Series and allowed pursuant to federal or State law, the District acknowledges and agrees that (y) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within one hundred twenty (120) days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (z) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 905. Pro Rata Application of Funds Among Owners of a Series of Bonds. Anything in this Master Indenture to the contrary notwithstanding, if at any time the moneys in the Series Funds and Accounts shall not be sufficient to pay Debt Service on the related Series of Bonds when due, such

moneys together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(a) Unless the aggregate principal amount of all the Bonds of such Series shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied:

FIRST: to the payment of any then-due fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid;

SECOND: to payment to the persons entitled thereto of all installments of interest then due and payable on the Bonds of such Series, in the order in which such installments become due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the rates of interest specified in the Bonds of such Series; and

THIRD: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds of such Series which shall have become due (other than Bonds of such Series called for redemption for the payment of which sufficient moneys are held pursuant to this Master Indenture), in the order of their due dates, with interest upon the Bonds of such Series at the rates specified therein from the dates upon which they become due to their payment date, and, if the amount available shall not be sufficient to pay in full the principal of Bonds of such Series due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Owners of the Bonds of such Series entitled thereto without any discrimination or preference except as to any difference in the foregoing rates of interest.

(b) If the aggregate principal amount of all the Bonds of a Series shall have become due and payable in accordance with their terms or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied first to the payment of any fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid, and then the payment of the whole amount of principal and interest then due and unpaid upon the Bonds of such Series, without preference or priority of principal or of interest or of any installment of interest over any other, or of any

Bond over any other Bond of such Series, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds of such Series.

(c) If the principal of all the Bonds of a Series shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of Section 903 of this Article, then, if the aggregate principal amount of all of the Bonds of such Series shall later become due or be declared due and payable pursuant to the provisions of Section 903 of this Article, the moneys remaining in and thereafter accruing to the related Series Revenue Fund shall be applied in accordance with subsection (b) above.

The provisions of this Section 905 are in all respects subject to the provisions of Section 901 of this Article.

Whenever moneys are to be applied pursuant to this Section 905, such moneys shall be applied by the Trustee at such times as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application. The deposit of such moneys with the Paying Agent shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies such moneys in accordance with such provisions of this Master Indenture as may be applicable at the time of application. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner until such Bond shall be surrendered to him for appropriate endorsement.

Section 906. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee or any Owner on account of any default shall have been discontinued or abandoned for any reason, then the District and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceeding had been taken.

Section 907. Restriction on Individual Owner Actions. Except as provided in Section 910 below, no Owner of any of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Master Indenture or any Supplemental Indenture, or to enforce any right hereunder or

thereunder except in the manner herein or therein provided, and all proceedings at law or in equity shall be instituted and maintained for the benefit of all Owners of the Bonds of such Series.

Section 908. No Remedy Exclusive. No remedy conferred upon the Trustee or the Owners is intended to be exclusive of any other remedy herein or in any Supplemental Indenture provided, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereunder.

Section 909. Delay Not a Waiver. No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee and the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 910. Right to Enforce Payment of Bonds. Nothing in this Article shall affect or impair the right of any Owner to enforce the payment of Debt Service on the Bond of which such person is the registered Owner, or the obligation of the District to pay Debt Service to the Owner at the time and place specified in such Bond.

Section 911. No Cross Default Among Series. The occurrence of an Event of Default hereunder or under any Supplemental Indenture with respect to any Series of Bonds shall not constitute an Event of Default with respect to any other Series of Bonds, unless the event giving rise to the Event of Default also constitutes an Event of Default hereunder or under the Supplemental Indenture with respect to such other Series of Bonds.

Section 912. Indemnification. Other than to make proper draws under a Credit Facility, the Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Master Indenture or any Supplemental Indenture or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to advance its own money, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. Notwithstanding the foregoing, the indemnification provided by this Section 912 shall not be applicable in cases of the Trustee's gross negligence or willful misconduct.

Section 913. Provisions Relating to Bankruptcy or Insolvency of Landowner.

(a) The provisions of this Section 913 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding

or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least five percent (5%) of the Assessments pledged to the Bonds of a Series then Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

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

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series then Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series then Outstanding, the Bonds of such Series then Outstanding or any rights of the Trustee under the Indenture (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of a Series then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following request for consent);

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

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Bonds of a Series then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessments relating to the Bonds of a Series

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

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

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

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section 913 shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Assessments relating to the Bonds of a Series then Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose

any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

ARTICLE X
EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF
OWNERSHIP OF BONDS

Section 1001. Execution of Instruments by Owners and Proof of Ownership of Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Master Indenture or any Supplemental Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by Owners or their attorneys or legal representatives. Proof of the execution of any such instrument shall be sufficient for any purpose of this Master Indenture and shall be conclusive in favor of the District with regard to any action taken by it under such instrument if verified by any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Trustee or the District in pursuance of such request or consent.

Section 1002. Deposit of Bonds. Notwithstanding the foregoing, neither the District nor the Trustee shall be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee.

ARTICLE XI
SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Without Owner Consent. The Governing Body from time to time may authorize such indentures supplemental hereto or amendatory hereof as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture shall thereafter form a part hereof), without the consent of the Owners, for the following purposes:

(a) to provide for the initial issuance of a Series of Bonds or Refunding Bonds; or

(b) to make any change whatsoever to the terms and provisions of this Master Indenture, but only as such change relates to a Series of Bonds upon the original issuance thereof (or upon the original issuance of Refunding Bonds which defease and discharge the Supplemental Indenture of the Series of Bonds to be refunded) under and pursuant to the terms of the Supplemental Indenture effecting such change; or

(c) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Master Indenture; or

(d) to grant to the Owners or to the Trustee on behalf of the Owners any additional rights or security that may lawfully be granted; or

(e) to add to the covenants and agreements of the District in this Master Indenture other covenants and agreements thereafter to be observed by the District to the benefit of the Owners of the Bonds then Outstanding; or

(f) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190, 197 and 298, Florida Statutes, or any other Florida Statutes, so long as, in the opinion of counsel to the District, such changes either: (i) do not have a material adverse effect on the Owners of each Series of Bonds to which such changes relate; or (ii) if such changes do have a material adverse effect, that they nevertheless are required to be made as a result of such amendments; or

(g) to modify the provisions of this Master Indenture or any Supplemental Indenture provided that such modification does not, in the written opinion of Bond Counsel, materially adversely affect the interests of the Owners of Bonds then Outstanding, upon which opinion the Trustee may conclusively rely.

Section 1102. Supplemental Indentures With Owner Consent.

(a) Subject to the provisions contained in this Section 1102, and not otherwise, the Majority Owners of Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Indenture to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental hereto or amendatory hereof as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of this Master Indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds then Outstanding and affected by such supplement or amendment,

(i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;

- (ii) a reduction in the principal, premium, or interest on any Bond;
- (iii) a preference or priority of any Bond over any other Bond; or
- (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

(b) In addition to the foregoing, the Majority Owners of any Series of Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental to the Supplemental Indenture relating to such Series of Bonds or amendatory thereof, but not hereof, as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of such Supplemental Indenture or of any indenture supplemental thereto; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds of such Series then Outstanding and affected by such amendment,

- (i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;

- (ii) a reduction in the principal, premium, or interest on any Bond of such Series;

- (iii) a preference or priority of any Bond of such Series over any other Bond of such Series; or

- (iv) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture.

(c) If at any time the District shall determine that it is desirable to approve any Supplemental Indenture pursuant to this Section 1102, the District shall cause the Trustee to mail, at the expense of the District, notice of the proposed approval to the Owners whose approval is required. Such notice shall be prepared by the District and shall briefly set forth the nature of the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture and shall state that copies thereof are on file with the Secretary for inspection by all affected Owners. The District shall not, however, be subject to any liability to any Owner by reason of its failure to cause the notice required by this Section 1102 to be mailed and any such failure shall not affect the validity of such Supplemental Indenture or indenture supplemental to a Supplemental Indenture when consented to and approved as provided in this Section 1102.

(d) Whenever, at any time within one (1) year after the date of the first mailing of such notice, there shall be delivered to the District an instrument or instruments in writing purporting to be executed by the Owners of the requisite principal amount of the Bonds of such Series then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body and the Trustee may approve such Supplemental Indenture and cause it to be executed, in substantially such form, without liability or responsibility to any Owner.

Section 1103. Opinion of Bond Counsel With Respect to Supplemental Indenture. In addition to the other requirements herein set forth with respect to Supplemental Indentures or indentures supplemental to a Supplemental Indenture, no such indenture shall be effective unless and until there shall have been delivered to the Trustee the opinion of Bond Counsel to the effect that such indenture is permitted pursuant to this Master Indenture and that such indenture is the valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or general equitable principles, upon which opinion the Trustee may conclusively rely. In addition, if such indenture relates to a Series of Tax Exempt Bonds, such opinion shall also state that such indenture will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the related Series of Bonds.

Section 1104. Supplemental Indenture Part of Indenture. Any supplemental indenture executed in accordance with this Article and approved as to legality by counsel to the District shall thereafter, except as otherwise provided therein, form a part of this Master Indenture. Except as applicable only to Bonds of a Series, all of the terms and conditions contained in any such supplemental indenture amendatory of this Master Indenture shall be part of the terms and conditions hereof.

Section 1105. Insurer or Issuer of a Credit Facility or Liquidity Facility as Owner of Bonds.

(a) As long as a Credit Facility or Liquidity Facility securing all or a portion of the Bonds of a Series then Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit Facility or Liquidity Facility, as the case may be, the issuer of the Credit Facility or Liquidity Facility or the Insurer, to the extent so authorized in the applicable Supplemental Indenture, will be deemed to be the Owner of the Bonds of such Series secured by the Credit Facility or Liquidity Facility:

(i) at all times for the purpose of the execution and delivery of a supplemental indenture or of any amendment, change or modification of the Master Indenture or the applicable Supplemental Indenture or the initiation by Owners of any action to be undertaken by the Trustee at the Owner's request, which under the Master Indenture or the applicable Supplemental Indenture requires the written approval or consent of or can be initiated by the Majority Owners of the Bonds of such Series then Outstanding;

(ii) at all times for the purpose of the mailing of any notice to Owners under the Master Indenture or the applicable Supplemental Indenture; and

(iii) following an Event of Default for all other purposes.

(b) Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit Facility or Liquidity Facility with respect to a Series of Bonds will be deemed to be an Owner of the Bonds of such Series with respect to any such Supplemental Indenture or of any amendment, change or modification of the Master Indenture which would have the effect of permitting:

(i) a change in the terms of redemption or maturity of any Bonds of a Series then Outstanding or of any installment of interest thereon; or

(ii) a reduction in the principal amount or the Redemption Price thereof or in rate of interest thereon; or

(iii) reducing the percentage or otherwise affecting the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment; or

(iv) creating any preference or priority of any Bond of a Series over any other Bond of such Series.

ARTICLE XII DEFEASANCE

Section 1201. Defeasance and Discharge of the Lien of this Master Indenture and Supplemental Indentures.

(a) If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon and the obligations under any Letter of Credit Agreement and any Liquidity Agreement, at the times and in the manner stipulated therein and in this Master Indenture and pays or causes to be paid all other moneys owing hereunder and under any Supplemental Indenture (including, without limitation the fees and expenses of the Trustee, including reasonable

counsel fees and expenses), then the lien of this Master Indenture and all covenants, agreements and other obligations of the District to the Owners and the issuer of any Credit Facility or Liquidity Facility shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee upon the request of the District shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee and the Paying Agent shall pay over or deliver, as directed by the District, all moneys or securities held by them pursuant to this Master Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption or for payment of obligations under any Letter of Credit Agreement and any Liquidity Agreement. If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds then Outstanding or of a particular maturity, of a particular Series or of any part of a particular maturity or Series, the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the District to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Anything to the contrary in this Section 1201 notwithstanding, this Master Indenture shall not be discharged nor shall any Bonds with respect to which moneys or Federal Securities have been deposited in accordance with the provisions of this Section 1201 cease to be entitled to the lien, benefit or security under this Master Indenture, except to the extent that the lien, benefit and security of this Master Indenture and the obligations of the District hereunder shall be limited solely to and such Bonds shall be secured solely by and be payable solely from the moneys or Federal Securities so deposited.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit pursuant to this Master Indenture of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section 1201. All Bonds of any particular maturity or Series then Outstanding shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 1201 if:

(i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the District shall have given to the Trustee or the Bond Registrar irrevocable instructions accepted in writing by the Trustee or the Bond Registrar to mail as provided in Article III notice of redemption of such Bonds on such date;

(ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Securities, the principal of

and the interest on which when due shall, as demonstrated in an Accountant's Certificate, provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be;

(iii) the District shall have given the Trustee or the Bond Registrar in form satisfactory to it irrevocable instructions to mail, postage prepaid, to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice to the registered Owners of such Bonds and to the Bond Registrar that the deposit required by (ii) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on such Bonds; and

(iv) an opinion of Bond Counsel to the effect that such defeasance is permitted under this Master Indenture and the Supplemental Indenture relating to the Series of Bonds so defeased and that, in the case of Tax Exempt Bonds, such defeasance will not adversely affect the tax exempt status of such Series of Bonds.

(c) Neither Federal Securities nor moneys deposited with the Trustee pursuant to this Section 1201 nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on such Bonds; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Trustee:

(i) to the extent such cash shall not be required at any time for such purpose as evidenced by an Accountant's Certificate, and to the extent all obligations under any Letter of Credit Agreement and any Liquidity Agreement are satisfied, as determined by an Insurer or an issuer of any Credit Facility or Liquidity Facility securing the Bonds with respect to which such Federal Securities have been so deposited, shall be paid over upon the direction of the District as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Master Indenture; and

(ii) to the extent such cash shall be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on such Bonds, or

obligations under any Letter of Credit Agreement and any Liquidity Agreement, on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over as received by the Trustee to the District, free and clear of any lien, pledge or security interest securing such Bonds or otherwise existing under this Master Indenture.

For the purposes of this provision, Federal Securities means and includes only such securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof.

(d) As to any Variable Rate Bonds, whether discharged and satisfied under the provisions of subsection (a) or (b) above, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such Variable Rate Bonds; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Investment Obligations on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to fully discharge and satisfy such Bonds and obligations under any Letter of Credit Agreement and any Liquidity Agreement pursuant to the provisions of this Section 1201, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said Variable Rate Bonds or otherwise existing under this Master Indenture, any Letter of Credit Agreement or any Liquidity Agreement.

(e) Notwithstanding any of the provisions of this Master Indenture to the contrary, Option Bonds may only be fully discharged and satisfied either pursuant to subsection (a) above or by depositing in the Series Interest Account, the Series Principal Account, the Series Sinking Fund Account and the Series Redemption Account, or in such other accounts which are irrevocably pledged to the payment of the Option Bonds, as the District may create and establish by Supplemental Indenture, moneys which together with other moneys lawfully available therefor shall be sufficient at the time of such deposit to pay when due the maximum amount of principal of and Redemption Price, if any, and interest on such Option Bonds which could become payable to the Owners of such Bonds upon the exercise of any options provided to the Owners of such Bonds; provided however, that if at the time a deposit is made pursuant to this subsection (e) the options originally exercisable by the Owner of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this subsection (e). If any portion of the moneys deposited for the payment of the principal of and Redemption Price, if any, and interest on Option Bonds is not required for such purpose and is not needed to reimburse an Insurer or an issuer of any Credit Facility or Liquidity Facility, for obligations under any Letter of Credit Agreement and any Liquidity

Agreement, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing such Option Bonds or otherwise existing under this Master Indenture, any Letter of Credit Agreement or any Liquidity Agreement.

(f) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bonds became due and payable, shall at the written request of the District be repaid by the Trustee or Paying Agent to the District, as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make any such payment to the District, the Trustee or Paying Agent shall, at the expense of the District, cause to be mailed, postage prepaid, to any Insurer or any issuer of any Credit Facility or Liquidity Facility, and to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed shall be returned to the District.

(g) In the event that the principal and Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to a municipal bond insurance policy, the assignment and pledge and all covenants, agreements and other obligations of the District to the Owners of such Bonds shall continue to exist and the Insurer shall be subrogated to the rights of such Owners.

(h) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (g) shall apply to the discharge of Bonds of a Series and to the discharge of the lien of any Supplemental Indenture securing such Series of Bonds as though each reference to the "Master Indenture" were a reference to such "Supplemental Indenture" and as though each reference to "Bonds then Outstanding" were a reference to the "Bonds of such Series then Outstanding."

Section 1202. Moneys Held in Trust. All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section 1202 shall be held in trust and the principal and interest of said obligations when received, and said moneys, shall be applied to the payment, when due, of the principal, interest and premium, if any, of the Bonds to be paid or to be called for redemption.

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

Section 1301. Effect of Covenant. All covenants, stipulations, obligations and agreements of the District contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the District and of the Governing Body of the District to the full extent authorized or permitted by law and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided herein, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the District or upon the Governing Body by this Master Indenture shall be exercised or performed by the Governing Body, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 1302. Manner of Giving Notice to the District and the Trustee. Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture to be given to or filed with the District or the Governing Body or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture if and when sent by certified mail, return receipt requested:

To the District, addressed to:

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

To the Trustee, addressed to:

U.S. Bank National Association
225 East Robinson Street
Suite 250

Orlando, Florida 32801
Attention: Corporate Trust Department

or to such other address as shall be provided to the other party hereto in writing.

All documents received by the District and the Trustee under this Master Indenture shall be retained in their possession, subject at all reasonable times to the inspection of any Owner and the agents and representatives thereof.

Section 1303. Manner of Giving Notice to the Owners. Any notice, demand, direction, request, or other instrument authorized or required by this Master Indenture to be mailed to the Owners shall be deemed to have been sufficiently mailed if mailed by first class mail, postage pre-paid, to the Owners at their addresses as they appear at the time of mailing on the registration books maintained by the Bond Registrar.

Section 1304. Successorship of District Officers. If the offices of Chairman or Secretary shall be abolished or any two or more of such offices shall be merged or consolidated, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the District or otherwise, all powers conferred and all obligations and duties imposed upon such officer shall be performed by the officer succeeding to the principal functions thereof or by the officer upon whom such powers, obligations and duties shall be imposed by law.

Section 1305. Inconsistent Provisions. All provisions of any resolutions, and parts thereof, which are inconsistent with any of the provisions of this Master Indenture are hereby declared to be inapplicable to this Master Indenture.

Section 1306. Further Acts; Counterparts. The officers and agents of the District are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Master Indenture, for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Master Indenture.

This Master Indenture and any Supplemental Indenture may be executed in duplicate counterparts each of which shall constitute one and the same agreement.

Section 1307. Headings Not Part of Indenture. Any headings preceding the texts of the several Articles and Sections hereof and any table of contents, marginal notes or footnotes appended to copies hereof shall be solely for convenience of reference, and shall not constitute a part of this Master Indenture, nor shall they affect its meaning, construction or effect.

Section 1308. Effect of Partial Invalidity. In case any one or more of the provisions of this Master Indenture or of any Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Master Indenture or of the Bonds, but this Master Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Master Indenture is adopted with the intent that the laws of the State shall govern their construction.

Section 1309. Attorneys' Fees. Any reference herein to the term "attorneys' fees" or "legal fees" or words of like import shall include but not be limited to fees of legal assistants and paralegals and fees incurred in any and all legal proceedings, including any trial or appellate level proceedings, and any sales tax thereon.

[Remainder of Page Intentionally Left Blank]

Section 1310. Effective Date. This Master Indenture shall be effective as of the date first above-written.

(SEAL)

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman/Vice Chairman

ATTEST:

By: _____
Secretary/Assistant Secretary

**U.S. BANK NATIONAL
ASSOCIATION, as Trustee**

By: _____
Vice President

EXHIBIT A

FORM OF REQUISITION

The undersigned, an Authorized Officer of Rivers Edge III Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of April 1, 2021 (the "Master Indenture"), as amended and supplemented by the [_____] Supplemental Trust Indenture from the District to the Trustee, dated as of [_____] (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments or state Costs of Issuance, if applicable):

(E) Fund, Account or subaccount from which disbursement is to be made:

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [_____] Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the [_____] Project and each represents a Cost of the [_____] Project, and has not previously been paid out of such Account;

OR

this requisition is for Costs of Issuance payable from the [_____] Costs of Issuance Account that has not previously been paid out of such Account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the [_____] Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the [_____] Project and is consistent with (i) the applicable acquisition or construction contract, (ii) the plans and specifications for the portion of the [_____] Project with respect to which such disbursement is being made, and (iii) the report of the Consulting Engineer attached as an Exhibit to the [_____] Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

3.

FIRST SUPPLEMENTAL TRUST INDENTURE

**RIVERS EDGE III
COMMUNITY DEVELOPMENT DISTRICT**

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

Dated as of April 1, 2021

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

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FIRST SUPPLEMENTAL TRUST INDENTURE

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

WHEREAS, the District entered into a Master Trust Indenture, dated as of April 1, 2021 (the "Master Indenture" and together with this First Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its Rivers Edge III Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution No. 2020-28, adopted by the Governing Body of the District on June 10, 2020, the District has authorized the issuance, sale and delivery of not to exceed \$60,245,000 of Bonds, to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Seventh Judicial Circuit of Florida, in and for St. Johns County on August 31, 2020, the appeal period for which expired with no appeal having been taken; and

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2020-29, on June 10, 2020, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Program"), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the Capital Improvement Program and the Governing Body of the District duly adopted Resolution No. 2020-36, on July 15, 2020, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

WHEREAS, pursuant to Resolution No. 2021-02, adopted by the Governing Body of the District on [March 17], 2021, the District has authorized the issuance, sale and delivery of, among other things, its \$[Bond Amount] Rivers Edge III Community Development District Capital Improvement Revenue Bonds, Series 2021 (the "Series 2021 Bonds"), which are issued hereunder as an issue of Bonds under the Master Indenture, and has authorized the execution and delivery of the

Master Indenture and this First Supplemental Indenture to secure the issuance of the Series 2021 Bonds and to set forth the terms of the Series 2021 Bonds; and

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

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

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

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

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

"Assessment Methodology" shall mean the Master Special Assessment Methodology Report, dated June 8, 2020, as supplemented by the [Supplemental Assessment Report], dated [_____], each prepared by the Methodology Consultant.

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

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

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

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

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

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

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

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

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

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

"Engineer's Report" shall mean the Master Improvement Plan Report, dated June 5, 2020, as supplemented by the [Supplemental Engineer's Report], dated [_____], prepared by Prosser, Inc., a copy of which is attached hereto as Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

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

"Series 2021 Assessment Principal" shall mean the principal amount of Series 2021 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2021 Bonds, other than applicable Delinquent Assessment Principal and Series 2021 Prepayments.

"Series 2021 Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2021 Assessments which include Resolution Nos. 2020-29, 2020-36 and 2021-[], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2021 Assessments and the Assessment Methodology as approved thereby.

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

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

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

(a) Government Obligations;

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2021 BONDS

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

The Series 2021 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2021 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2021 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede

& Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2021 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2021 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Bond Participant with respect to any ownership interest in the Series 2021 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2021 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2021 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2021 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2021 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2021 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2021 Bond, for the purpose of registering transfers with respect to such Series 2021 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2021 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2021 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2021 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this First Supplemental Indenture shall refer to such new Nominee of DTC, and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, the Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC (i) confirming that DTC has received written notice from the District to the effect

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

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

<u>Number</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
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Section 203. Dating; Interest Accrual. Each Series 2021 Bond shall be dated [Closing Date]. Each Series 2021 Bond shall also bear its date of authentication. Each Series 2021 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (i) is an Interest Payment Date to which interest on such Series 2021 Bond has been paid, in which event such Series 2021 Bond shall bear interest from its date of authentication, or (ii) is prior to the first Interest Payment Date for the Series 2021 Bonds, in which event such Series 2021 Bond shall bear interest from its date. Interest on the Series 2021 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2021, and shall be computed on the basis of a 360-day year of twelve 30-day months.

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

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

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

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

- (a) certified copies of the Series 2021 Assessment Proceedings;
- (b) executed copies of the Master Indenture and this First Supplemental Indenture;
- (c) a customary Bond Counsel opinion;
- (d) the District Counsel opinion required by the Master Indenture;
- (e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2021 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this First Supplemental Indenture;
- (f) an Engineer's Certificate and a copy of the Engineer's Report, which sets forth the estimated Costs of the Series 2021 Project;
- (g) a certificate of the Methodology Consultant addressing the validity of the Series 2021 Assessments;
- (h) a certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and
- (i) an executed Collateral Assignment, Completion Agreement and True-Up Agreement.

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

ARTICLE III REDEMPTION OF SERIES 2021 BONDS

Section 301. Bonds Subject to Redemption. The Series 2021 Bonds are subject to redemption prior to maturity as provided in the form thereof attached

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

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

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

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

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

(c) within the Reserve Fund held by the Trustee a Series 2021 Reserve Account, which shall be held for the benefit of all of the Series 2021 Bonds, without distinction as to Series 2021 Bonds and without privilege or priority of one Series 2021 Bond over another;

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

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

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

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

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

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

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

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

(a) Amounts on deposit in the Series 2021 Acquisition and Construction Account shall be applied to pay Costs of the Project upon compliance with the requisition provisions set forth in Section 503(b) of the Master Indenture. The Trustee shall have no duty to verify that any requested disbursement from the Series 2021 Acquisition and Construction Account is for a Cost of the Project. The Consulting Engineer shall establish a Date of Completion for the Series 2021 Project, and any balance remaining in the Series 2021 Acquisition and Construction Account after such Date of Completion (taking into account the moneys then on deposit therein to pay any accrued but unpaid Costs of the Project which are required to be reserved in the Series 2021 Acquisition and Construction Account in accordance with the certificate of the Consulting Engineer delivered to the District and the Trustee establishing such Date of Completion), shall be transferred to the Series 2021 Prepayment Subaccount and applied to the extraordinary mandatory redemption of the Series 2021 Bonds in accordance with Section 301 hereof and in the manner prescribed in the form of Series 2021 Bond attached hereto as Exhibit B, whereupon the Series 2021 Acquisition and Construction Account shall be closed.

(b) The amount deposited in the Series 2021 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2021 Bonds. On the earlier to occur of (x) the written direction of an Authorized Officer or (y) six months from the date of issuance of the Series 2021 Bonds, any amounts deposited in the Series 2021 Costs of Issuance Account for which the Trustee has not received a requisition to pay such costs shall be transferred over and deposited into the Series 2021 Acquisition and Construction Account and used for the purposes permitted therefor. Any deficiency in the amount allocated to pay the costs of issuance relating to the Series 2021 Bonds shall be paid from excess moneys on deposit in the Series 2021 Revenue Account pursuant to Section 408(d) hereof. When such deficiency has been satisfied

and no moneys remain therein, the Series 2021 Costs of Issuance Account shall be closed.

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

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

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

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

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

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

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

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

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

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

(c) On the 45th day preceding each Quarterly Redemption Date (or if such 45th day is not a Business Day, on the Business Day preceding such 45th day), the Trustee shall determine the amount on deposit in the Series 2021 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2021 Revenue Account for deposit into the Series 2021 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to an integral multiple of \$5,000 (provided

that there are sufficient funds remaining in the Series 2021 Revenue Account to pay Debt Service coming due on the Series 2021 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2021 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2021 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2021 Bonds set forth in the form of Series 2021 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

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

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

SECOND, on May 1, 20[] and on each May 1 thereafter, to the Series 2021 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2021 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2021 Sinking Fund Account not previously credited;

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

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

On each November 2 (or if such November 2 is not a Business Day, on the next Business Day thereafter), the balance on deposit in the Series 2021 Revenue

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

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

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

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

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

(ii) if there was a deficiency (as defined in Section 509 of the Master Indenture) in the Series 2021 Reserve Account as of the most recent date on which amounts on deposit in the Series 2021 Reserve Account were valued by the Trustee, or if after such date withdrawals have been made from the Series 2021 Reserve

Account and have created such a deficiency, then earnings on investments in the Series 2021 Reserve Account shall be retained in the Series 2021 Reserve Account until the amount on deposit therein is equal to the Series 2021 Reserve Account Requirement, and then earnings on investments in the Series 2021 Reserve Account shall be deposited into the Series 2021 Capitalized Interest Account through November 1, 2021, and thereafter shall be deposited into the Series 2021 Revenue Account and used for the purpose of such Account.

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

ARTICLE V CONCERNING THE TRUSTEE

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

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

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

ARTICLE VI ADDITIONAL BONDS

Section 601. No Parity Bonds; Limitation on Parity Assessments. Other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2021 Trust Estate. The District further covenants and agrees that so long as the Series 2021 Bonds are Outstanding, it will not impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners; provided, however, that the District may impose Assessments for capital projects on lands subject to the Series 2021 Assessments without the written consent of the Majority Owners if either (a) such Assessments proposed to be

allocated to platted units do not exceed the Maximum Assessment Levels or (b) the Series 2021 Assessments have been Substantially Absorbed. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners. Nothing herein shall be construed to limit the District's ability to impose "special assessments" levied and collected by the District under section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected by the District under Section 190.021(3) of the Act.

ARTICLE VII MISCELLANEOUS

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

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

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

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

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

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

If any property shall be offered for sale for the nonpayment of any Series 2021 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount less than or equal to the balance due on the Series 2021 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive, in its corporate name or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2021 Bonds; provided that the Trustee shall have the right acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section 705. The District, either through its own actions or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2021 Revenue Account. The District, either through its own actions or actions caused to be taken through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2021 Bonds within 60 days after the receipt of the request therefor signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

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

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

Section 708. Enforcement of True-Up Agreement and Completion Agreement. The District, either through its own actions, or actions caused to be taken through the Trustee, covenants that it shall strictly enforce all of the provisions of the True-Up Agreement and the Completion Agreement and, upon the occurrence and continuance of a default under either or both of such Agreements, the District covenants and agrees that the Trustee, at the direction of the Majority Owners, shall act on behalf of and in the District's stead to enforce the provisions of such Agreements and to pursue all available remedies under applicable law or in equity. Anything herein or in the Master Indenture to the contrary notwithstanding, failure of the District to enforce, or permit the Trustee to enforce in its stead, all of the provisions of the True-Up Agreement and the Completion Agreement upon demand of the Majority Owners, or the Trustee at the direction of the Majority Owners, shall constitute an Event of Default under the Indenture, provided, however, that the District shall have a reasonable opportunity to cure.

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

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

(SEAL)

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary

By: _____
Chairman, Board of Supervisors

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

By: _____
Vice President

EXHIBIT A

DESCRIPTION OF SERIES 2021 PROJECT

[See Report of District Engineer Attached Hereto]

EXHIBIT B

FORM OF SERIES 2021 BONDS

No. 2021R-

\$[]

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

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	May 1, 20[]	[Closing Date]	

Registered Owner: CEDE & CO.

Principal Amount:

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

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

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

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

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

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

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

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

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

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

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

* Final maturity

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

**May 1
of the Year**

**Amortization
Installment**

**May 1
of the Year**

**Amortization
Installment**

* Final maturity

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

**May 1
of the Year**

**Amortization
Installment**

**May 1
of the Year**

**Amortization
Installment**

* Final maturity

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

**May 1
of the Year**

**Amortization
Installment**

**May 1
of the Year**

**Amortization
Installment**

* Final maturity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Attest:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Chairman, Board of Supervisors

(SEAL)

CERTIFICATE OF AUTHENTICATION

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Date of Authentication:

[Closing Date] _____

By: _____
Vice President

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Seventh Judicial Circuit of Florida, in and for St. Johns County rendered on August 31, 2020.

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

[FORM OF ABBREVIATIONS]

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

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

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

[FORM OF ASSIGNMENT]

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

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

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

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

4.

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED MARCH __, 2021

NEW ISSUE - BOOK-ENTRY ONLY

NOT RATED

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

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

\$ _____ * Capital Improvement Revenue Bonds, Series 2021

Dated: Date of delivery

Due: May 1, as shown below

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

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

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

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

The Series 2021 Bonds are being issued to: (i) finance the Cost of the Project, as more particularly described herein; (ii) pay certain costs associated with the issuance of the Series 2021 Bonds; (iii) make a deposit into the Series 2021 Reserve Account to be held for the benefit of all of the Series 2021 Bonds; and (iv) pay a portion of the interest to become due on the Series 2021 Bonds.

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

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

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

AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS[†]

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

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

MBS CAPITAL MARKETS, LLC

Dated: March __, 2021

* Preliminary, subject to change.

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

RED HERRING LANGUAGE:

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

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS*

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

DISTRICT MANAGER/METHODOLOGY CONSULTANT

Governmental Management Services, LLC
St. Augustine, Florida

DISTRICT COUNSEL

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

DISTRICT ENGINEER

Prosser, Inc.
Jacksonville, Florida

BOND COUNSEL

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

COUNSEL TO THE UNDERWRITER

Bryant Miller Olive P.A.
Orlando, Florida

* There is currently one vacancy on the Board.

† Affiliated with the Developer.

REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM

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

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

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

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

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

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

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

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

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

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

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LIMITED OFFERING MEMORANDUM

relating to

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

\$_____ * Capital Improvement Revenue Bonds, Series 2021

INTRODUCTION

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

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

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

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

* Preliminary, subject to change.

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

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

The Series 2021 Bonds are payable from and secured by the revenues derived by the District from the Series 2021 Assessments (as defined in the First Supplemental Indenture) and amounts in the Funds and Accounts (except for the Series 2021 Rebate Account) established by the First Supplemental Indenture. Initially, the Series 2021 Assessments levied in connection with the Series 2021 Bonds will be levied on an equal acreage basis on all assessable lands within the District consisting of 989 acres. Based upon the anticipated order of development, lot sales/land sales and the sizing of the Series 2021 Bonds, it is anticipated that the Series 2021 Assessments will then be assigned upon the sale of property with specific entitlements transferred thereto or platting of lots within Parcels 26-1 and 26-2, Parcel 28/30, Parcel 29-1, Parcel 32-1, Parcel 34-1 and Parcel 35-1 of the District planned for an aggregate of 539 residential lots. The Series 2021 Bonds were sized to correspond to the collection of Series 2021 Assessments from the 539 residential lots planned within the aforementioned parcels consisting of [X] acres. See, “THE DEVELOPMENT – Development Plan/Status” herein. See also, “ASSESSMENT METHODOLOGY” herein and “APPENDIX B – ASSESSMENT REPORTS” attached hereto. The Series 2021 Assessments represent an allocation of the Costs of the Project, including bond financing costs, to specially benefited lands in the District in accordance with the Assessment Reports described herein under “ASSESSMENT METHODOLOGY,” each as prepared by Governmental Management Services, LLC, St. Augustine, Florida, and attached hereto as composite APPENDIX B.

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

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

The District covenants and agrees in the Indenture that other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt

payable in whole or in part from the Series 2021 Trust Estate. The District further covenants and agrees in the Indenture that so long as the Series 2021 Bonds are Outstanding it will not impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners; provided, however, that the District may impose Assessments for capital projects on lands subject to the Series 2021 Assessments without the written consent of the Majority Owners if either: (i) such Assessments proposed to be allocated to platted units do not exceed the Maximum Assessment Levels or (ii) the Series 2021 Assessments have been Substantially Absorbed. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners. The District is not limited in its ability to impose “special assessments” levied and collected under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected under Section 190.021(3) of the Act.

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

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

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

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

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

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

SUITABILITY FOR INVESTMENT

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

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

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

[Remainder of page intentionally left blank]

THE DISTRICT

General

The District was established pursuant to the Ordinance. The District is an independent local unit of special purpose government created in accordance with the Act. The District encompasses approximately 989 acres of land located in St. Johns County, Florida (the "County").

Legal Powers and Authority

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

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

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

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

Board of Supervisors

The Act provides that a five-member Board of Supervisors (the "Board") serves as the governing body of the District. Members of the Board (the "Supervisors") must be residents of the State and citizens of the United States. Initially, the Supervisors were appointed in the Ordinance. Within 90 days after

formation of the District, an election was held pursuant to which new Supervisors were elected on an at-large basis by the owners of the property within the District. Ownership of land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). A Supervisor serves until expiration of his or her term and until his or her successor is chosen and qualified. If, during a term of office, a vacancy occurs, the remaining Supervisors may fill the vacancy by an appointment of an interim Supervisor for the remainder of the unexpired term.

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

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

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

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

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

* There is currently one vacancy on the Board.

† Affiliated with the Developer.

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

District Manager and Other Consultants

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

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

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

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

THE CAPITAL IMPROVEMENT PLAN AND THE SERIES 2021 PROJECT

The District Engineer has prepared the Master Improvement Plan Report, as amended, dated June 5, 2020 (the “Master Engineer’s Report”) describing the capital improvement plan for the District (the “CIP”) which is estimated to cost approximately \$46.8 million and includes master drainage and stormwater management, transportation, landscaping and recreational amenities. Enumeration of the costs of the CIP are provided in the table below.

Infrastructure	Total
Drainage and Stormwater Management	\$15,620,168
Transportation	\$21,432,550
Landscaping	\$2,070,000
Recreation	\$7,707,875
TOTAL	\$46,830,593

The capital improvements described in the CIP will be constructed in multiple phases over time. The initial phase of the CIP is estimated to cost approximately \$19.2 million and includes certain

transportation improvements, the RiverTown ball fields and certain neighborhood parks, and master drainage and stormwater management related to Parcels 26, 28/30, 29, 32, 34, and 35 within the District (the “Series 2021 Project”). Detailed information concerning the Series 2021 Project are contained within the Engineer’s Report Series 2021 Bonds dated March __, 2021 (the “Supplemental Engineer’s Report” and together with the Master Engineer’s Report, the “Engineer’s Reports”). The Engineer’s Reports are attached hereto as APPENDIX A. A summary of the estimated costs of the Series 2021 Project is set forth in the table below.

Infrastructure	Series 2021 Project
Drainage and Stormwater Management	\$6,983,865
Transportation	\$7,532,500
Landscaping	\$0
Recreation	<u>\$4,703,500</u>
Total	\$19,219,865

Proceeds of the Series 2021 Bonds will be used to acquire and/or construct a portion of the Series 2021 Project in the approximate amount of \$8.7 million (such funded portion being referred to herein as the “Project”). As more fully discussed in “THE DEVELOPMENT – District Infrastructure/Finance Plan,” the Developer estimates it has expended approximately [\$5.8] million in development related expenditures to date, including \$4.2 million towards the Series 2021 Project.

The District currently intends to issue two (2) additional Series of Bonds to fund additional portions of the CIP. The remainder of the CIP not funded with proceeds of the Series 2021 Bonds or any future Series of Bonds is anticipated to be funded with equity contributions from the Developer. In connection with the issuance of the Series 2021 Bonds, the Developer will enter into a Completion Agreement whereby the Developer agrees to complete any portions of the CIP not funded with proceeds of the Series 2021 Bonds or any future Series of Bonds. The District cannot make any representation that the Developer will have sufficient funds to complete the CIP.

ASSESSMENT METHODOLOGY

The District’s Methodology Consultant has prepared the Master Special Assessment Methodology Report (the “Master Report”) and the Supplemental Special Assessment Methodology Report for the Series 2021 Capital Improvement Revenue Bonds (the “Supplemental Report, and, together with the Master Report, the “Assessment Reports”), both of which are attached hereto as APPENDIX B. The Assessments Reports provide a methodology to allocate the total benefit derived from the CIP to each of the land uses planned within the District on a fully financed basis. Initially, the special assessments related to the CIP are allocated on an equal acreage basis to the lands comprising the District. Pursuant to the allocation methodology set forth in the Assessment Reports, special assessments are then assigned from a per acre amount to a per unit amount upon the sale of property with specific entitlements transferred thereto or platting.

Initially, the Series 2021 Assessments levied in connection with the Series 2021 Bonds will be levied on an equal acreage basis on all assessable lands within the District consisting of 989 acres. Based upon the anticipated order of development, lot sales/land sales and the sizing of the Series 2021 Bonds, it is anticipated that the Series 2021 Assessments will then be assigned upon the sale of property with specific entitlements transferred thereto or platting of lots within Parcels 26-1 and 26-2, Parcel 28/30, Parcel 29-1, Parcel 32-1, Parcel 34-1 and Parcel 35-1 of the District planned for an aggregate of 539 residential lots. The

Series 2021 Bonds were sized to correspond to the collection of Series 2021 Assessments from the 539 residential lots planned within the aforementioned parcels consisting of [X] acres.

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

Product Type	Estimated Series 2021 Assessments Total Principal Per Unit	Estimated Series 2021 Assessments Annual Debt Service Per Unit*
Townhomes	\$12,091	\$744
Single-Family 35'	\$11,311	\$696
Single-Family 40'	\$14,626	\$900
Single-Family 45'	\$14,626	\$900
Single-Family 50'	\$17,942	\$1,104
Single-Family 55'	\$17,942	\$1,104
Single-Family 70'	\$24,377	\$1,500
Single-Family 80'	\$27,693	\$1,704

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

THE DEVELOPMENT

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

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

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

Interstate 95 via County Road 210 functioning as the main entrance. A third entrance is located adjacent to the St. Johns River off of State Road 13.

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

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

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

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

District I (River's Edge CDD I) encompasses 1,677 acres within the Development and is considered the "central core" of the Development extending along Orange Branch Trail from County Road 244 (Longleaf Pine Parkway) to the St. Johns River. The centerpiece of the Development is "Riverfront Park", an approximately 50-acre passive use public park located within the boundaries of District I. It contains approximately one-half mile of frontage on the St. Johns River adjacent to the Hallows Cove conservation area, which provides protection for another one-half mile of river frontage. All residents in RiverTown will have access to the extensive amenities located within District I including the approximately 7,200 square foot RiverHouse complex offering a state-of-the-art fitness center and social gathering areas. The District I lands are planned to include 1,553 residential lots. As of February 15, 2021, horizontal development has been completed on approximately 1,389 of the planned 1,553 residential lots of which 1,362 homes have been sold to end-users.

District II (River's Edge CDD II) encompasses 984 acres located to the east of District I along the eastern boundary of the Development and is planned to include 1,432 residential units within multiple residential subdivisions including RiverTown's age-restricted neighborhood marketed as "WaterSong".

Development activities in District II have commenced, including development in two (2) distinct residential neighborhoods: (i) HighPointe neighborhood, planned for eighty-two (82) single-family homes and (ii) Mattamy Homes' WaterSong's neighborhood planned for 762 age-restricted homes. Further, all residents in RiverTown have access to the 5,100 square foot RiverClub Clubhouse with a resort-style pool, café and gaming room located within District II.

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

Land Acquisition/Development Financing

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

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

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

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

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

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

As it relates to the District, the Developer estimates it has expended approximately \$6.0 million in development-related expenditures to-date, including \$4.2 million towards the CIP and \$1.8 million towards other development costs not included within the CIP including without limitation, certain lot development costs and associated professional fees.

It is currently anticipated that the proceeds of the Series 2021 Bonds will be used to acquire/construct additional portions of the CIP in the estimated amount of \$8.7 million. As described further herein under the subheading "- The Assessment Area," the Series 2021 Bonds will ultimately be secured by the Series 2021 Assessments levied on Parcels 26-1 and 26-2, Parcel 28/30, Parcel 29-1, Parcel 32-1, Parcel 34-1 and Parcel 35-1 of the District planned for 539 residential lots.

The District currently intends to issue two (2) additional Series of Bonds to fund additional portions of the CIP. The remainder of the CIP not funded with proceeds of the Series 2021 Bonds or a future Series of Bonds is anticipated to be funded with equity contributions from the Developer.

Entitlements/Land Use

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

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

Land Use	Phase I (2005 - 2031)	Phase II (2031 - 2036)	Total
Residential			
Single-Family	2,200	1,500	3,700
Multi-Family	400	400	800
Total	2,600	1,900	4,500
Mixed Use			
Retail	50,000	250,000	300,000
Office	50,000	50,000	100,000
Light Industrial	50,000	50,000	100,000
Total	150,000	350,000	500,000
Schools			

Elementary	15 acres	15 acres	30 acres
Middle School	25 acres	-	25 acres
Parks			
Community and Neighborhood	126 acres	60 acres	186 acres
Riverfront Park	58 acres	-	58 acres
Recreational	Golf Course		

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

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

Environmental Resource Impacts:

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

Transportation Mitigation:

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

- RiverTown Parkway: Construct a two-lane undivided urban section roadway of County Road 244 from County Road 210 to Greenbriar Road and cause to be conveyed or dedicated by plat to the County a 130-foot-wide right of way sufficient for a four-lane divided urban section from Count Road 210 to Greenbriar Road. This

improvement will commence prior to issuance of building permits for vertical construction within RiverTown. *[Complete.]*

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

Affordable Housing:

- The Developer shall provide for 150 affordable housing units with construction of at least seventy-five (75) affordable housing units to commence during Phase 1 and the balance being constructed prior to build out.
- The Developer will contribute \$400,000 to be used by the County to provide funds for purpose of down payment assistance to be used for purchases of homes within a ten (10) to twenty (20) mile commute from the boundary of the RiverTown DRI.

Library:

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

Fire station:

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

Education:

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

Recreation:

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

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

Environmental Conditions

The Development lands were subject to a Phase I Environmental Site Assessment Report ("Phase I Report") prepared by AMEC Environmental & Infrastructure, Inc. dated February 28, 2014. The Phase I Report found no evidence of recognized environmental conditions within the Development lands. The Phase I Report recommended that the Developer consult with the United States Army Corps of Engineers ("Corps") regarding the existence of potential unexploded ordinance from the former Switzerland Naval Outer Landing Field site located north of the Development lands (the "Range Site"). The Developer has not performed a Corps consultation regarding the Range Site. The Range Site was subject to a Site Inspection Report Switzerland Bomb Target St. Johns County, Florida prepared by Parsons dated September 2008 (the "Bomb Site Report"). The Bomb Site Report found no munitions or explosives of concern outside of the target center located in the middle of the Range Site.

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

Permitting

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

As previously noted, the RiverTown PUD provides for an incremental master development plan ("MDP") to be submitted and reviewed by the County detailing development criteria for each parcel and further demonstrating compliance with all sections of the RiverTown PUD. Incremental MDP approval and construction plan approval has been obtained for Parcels 26-1 and 26-2. Design work on Parcel 32-1 planned twelve (12) lots is anticipated to occur in the second quarter of 2021. Permitting on Parcel 28/30 planned for forty-nine (49) is anticipated to occur by third quarter 2021 with construction commencing in the first quarter of 2022. Further, site plan work has commenced on Parcel 35-1. Permitting approval has not commenced for construction within Parcel 29-1 and Parcel 34-1 and will commence contingent on market demand.

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

Development Plan/Status

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

It is presently anticipated that the District will include a total of 1,559 residential units. As illustrated in the table below, the current development plan for the District includes several RiverTown neighborhoods which will include parcels that the Developer will develop for home construction thereon and parcels that the Developer will develop for sale of single-family lots to third-party homebuilders.

As previously mentioned herein, it is anticipated that the Series 2021 Assessments are expected to be allocated to Parcels 26-1 and 26-2, Parcel 28/30, Parcel 29-1, Parcel 32-1, Parcel 34-1 and Parcel 35-1 of the District planned for 539 residential lots. The Developer intends on developing 490 of the 539 residential lots expected to be allocated the Series 2021 Assessments into finished lots for home construction thereon. The remaining forty-nine (49) lots within Parcel 28/30 will be developed into finished lots for sale to a third-party homebuilder.

RiverTown Neighborhoods																		
Product Type	Mattamy Homes													Finished Lot Sales				Total
	26-1	26-2	32-1	29	35-1	35-2	34	37	39	40-1	40-2	41	42	28/30	30	39-4	39-5	
TH																		
SF 30'-39'																		
SF 40'-49'	63	59	4	97	65	85		60	221			52						706
SF 50'-59'			2		55			58				40						155
SF 60'-69'	47	33	2	33		55			136									306
SF 70'-79'			2				16	46		30	30			25	14	30	30	223
SF 80'+			2				10	18		20	20			24	15	30	30	169
TOTAL	110	92	12	130	120	140	26	182	357	50	50	52	40	49	29	60	60	1,559

The Developer has engineered, permitted, designed and constructed the extension of Kendall Crossing Drive north, connecting existing and future neighborhoods. Further, construction of RiverTown Main Street to State Road 13 is currently under construction and anticipated to be complete by third quarter of 2021. Construction on Phase 26-1 consisting of 110 residential units is complete and such lots have been platted. Construction on Parcel 26-2 planned for ninety-two (92) is currently underway with completion anticipated by the fourth quarter of 2021. Homes sales within Parcel 26-1 and 26-2 being marketed as “Haven” commenced in the fourth quarter of 2020. As of February 15, 2021, the Developer has sold twenty-eight (28) homes to retail buyers with home closings anticipated by April 2021. Permitting on Parcel 28/30 planned for forty-nine (49) is anticipated to occur by third quarter 2021 with construction commencing in the first quarter of 2022. Design work on Parcel 32-1 will commence in the second quarter of 2021 with construction to commence in the first quarter of 2022. A site plan is currently being developed for Parcel 35-1 with construction anticipated to occur in the first quarter of 2022. Development on Parcel 34-1 is anticipated to commence in the third quarter of 2023.

As detailed in the table below, the Developer estimates it has spent approximately \$1.8 million in lot development costs for the lots that are expected be allocated the Series 2021 Assessments.

Phase	Total Lots Planned	Est. Total Lot Development Cost	Est. Lot Development Cost Funded to Date by the Developer	Est. Remaining Lot Development Cost
Parcel 26-1 (Haven)	110	\$1,954,103	\$1,804,232	\$149,871
Parcel 26-2 (Haven)	92	\$1,369,672	\$45,382	\$1,415,054
Parcel 28	49	\$1,925,269	\$0	\$1,925,269
Parcel 29	130	\$4,572,294	\$0	\$4,572,294
Parcel 32	12	\$471,311	\$0	\$471,311
Parcel 34	26	\$1,021,173	\$0	\$1,021,173
Parcel 35	120	\$7,411,204	\$0	\$7,411,204
TOTAL	539	\$18,725,026	\$1,849,614	\$16,966,176

Sales and Projected Absorption

The following table sets forth the Developer’s anticipated pace of home, finished lot and undeveloped property closings within the parcels that are planned to ultimately be allocated the Series 2021 Assessments.

<i>Phase</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>Total</i>
Parcel 26-1 (Haven)	76	34				110
Parcel 26-2 (Haven)		76	16			92
Parcel 28			49			49
Parcel 29		10	114	7		130
Parcel 32		12				12
Parcel 34			2	12	12	26
Parcel 35			22	66	32	120
Total	76	122	203	85	44	539

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

Residential Product Offering

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

<i>Product Type</i>	<i>Lot Size (for SF); Bedrms/Bath (for MF)</i>	<i>Est. Square Footage</i>	<i>Expected Home Price</i>
<i>RiverTown Neighborhood</i>			
SF 40’-49’	4,800 sq ft	1,400 – 2,800 sq ft	\$270K - \$380K
SF 50’-59’	6,000 sq ft	2,100 – 3,200 sq ft	\$345K - \$420K
SF 60’-69’	7,200 sq ft	2,500 – 3,500 sq ft	\$360K - \$415K
SF 70’-79’	8,400 sq ft	2,700 – 3,500 sq ft	\$441K - \$520K
<i>Parcel 28/30</i>			
SF 70’-79’	8,400 sq ft	2,500 – 4,200 sq ft	\$504K - \$592K
SF 80’+	9,600 sq ft	2,900 – 4,000+ sq ft	\$600K +

Marketing

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

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

Recreational Facilities

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

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

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

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

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

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

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

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

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

Assessment Area

The Series 2021 Assessments levied in connection with the Series 2021 Bonds will be levied on an equal acreage basis on all assessable lands consisting of 989 acres within the District. Based upon the anticipated order of development, lot sales/land sales and the sizing of the Series 2021 Bonds, it is anticipated the Series 2021 Assessments will then be assigned upon the sale of property with specific entitlements transferred thereto or platting of lots within Parcels 26-1 and 26-2, Parcel 28/30, Parcel 29-1, Parcel 32-1, Parcel 34-1 and Parcel 35-1 of the District planned for 539 residential lots. The Series 2021 Bonds were sized to correspond to the collection of Series 2021 Assessments from the 539 residential lots planned within Parcels 26-1 and 26-2, Parcel 28/30, Parcel 29-1, Parcel 32-1, Parcel 34-1 and Parcel 35-1 of the District consisting of [X] acres.

As previously discussed herein, development completion and platting of Parcel 26-1 consisting of 110 residential units is complete. Based upon the recorded plat for the 110 single-family units located within Parcel 26-1, approximately 21% or \$2.0 million of the principal amount of the Series 2021 Assessments are allocated to platted lots with the 79% remaining allocated to land currently under development or undeveloped acreage within the District.

Educational Facilities

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

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

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

for providing payment of any deficits (equal to the excess, if any, of the required Lease Payments in any year over the sum of non-voted school capital outlay millage collected with respect to the Development (in current and prior years) and school impact fees (in current and prior years)); and 2) such Lease Payments would be subject to annual appropriation by the County School Board.

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

Utilities

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

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

Taxes, Fees and Assessments

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

Property Taxes

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

Homeowner's Association Fee

The RiverTown Community Association, Inc. ("Master HOA") whose primary role includes architectural review and declaration compliance enforcement imposes an annual fee on homeowners

within the Development. The Master HOA assessment is on average approximately \$55 per year for each residential home.

District Special Assessments

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

Product Type	Est. Annual Series 2021 Gross Assessments Per Unit	Est. Principal Series 2021 Assessments Per Unit	FY 2021 O&M Assessments
Single-Family 40'	\$900	\$14,622	\$1,087
Single-Family 45'	\$900	\$14,622	\$1,087
Single-Family 55'	\$1,104	\$17,936	\$1,334
Single-Family 60'	\$1,200	\$19,496	\$1,450
Single-Family 70'	\$1,500	\$24,370	\$1,812
Single-Family 80'	\$1,704	\$27,684	\$2,058

Competition

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

Aberdeen (Aberdeen CDD) is a 1,313-acre master-planned development located south of Race Track Road, approximately three (3) miles west of Interstate 95. Aberdeen is planned to include 1,553 single-family units, 414 multi-family units and 49,000 square feet of commercial and office space. Amenities include a 4,000 square feet community center with aquatic and fitness facilities, twenty (20) acres of on-site community parks and a fifty (50) acre off-site community park, which includes (4) lighted baseball fields and two (2) lighted soccer/football fields. In April 2015, D.R. Horton, Inc. - Jacksonville acquired the remaining undeveloped lands in the development and currently serves as the sole developer and homebuilder. Single-family homes range in approximate size between 1,557 – 3,530 square feet and in approximate base price between \$265,000 - \$365,000. The development is nearing full build out.

Shearwater (Trout Creek CDD) is an approximately 1,520-acre master-planned development situated east of Greenbriar Road, north of County Road 16A and south of County Road 210. The

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

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

THE DEVELOPER

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

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

The Developer is affiliated with and doing business under the name of Mattamy Homes ("Mattamy"), a privately-held corporation and the largest privately-owned home builder in North America. Originally established in 1978 in Ontario, Canada by Peter Gilgan, Mattamy is now Canada's largest new home construction and development firm, with homes built in communities that stretch across the greater Toronto Area, as well as Ottawa, Calgary and Edmonton. In the United States, Mattamy is represented in ten (10) metropolitan areas: Raleigh, Charlotte, Phoenix, Tucson, Jacksonville, Orlando, Tampa, Sarasota, Naples and Southeast Florida. With operations across Canada and the United States, homes available for sale in ninety (90) communities, and over 100,000 homes built, Mattamy is a leading homebuilding brand in North America. During its fiscal year 2020 (ending May 31, 2020), Mattamy closed on approximately 7,194 homes and had approximately 3.7 billion in revenue (in Canadian dollars).

The scope of Mattamy's operations encompasses land acquisition, community design and development, and housing and parkland design and construction, with particular emphasis on creating complete communities. Mattamy offers personalized homes in desired locations across a wide variety of

demographics, price points, and ages and stages in life. Its core target market includes first-time buyers and move-up families, as well as the empty-nester and second home segments.

DESCRIPTION OF THE SERIES 2021 BONDS

General Description

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

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

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

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

Redemption Provisions for Series 2021 Bonds

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

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

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

*

*Final maturity

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

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

*

*Final maturity

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

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

*

*Final maturity

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

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

*

*Final maturity

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

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

- (a) on or after the Date of Completion of the Series 2021 Project, by application of moneys transferred from the Series 2021 Acquisition and Construction Account to the Series 2021 Prepayment Subaccount as provided for in Indenture; or
- (b) from amounts, including Series 2021 Prepayments, required by the Indenture to be deposited into the Series 2021 Prepayment Subaccount; or

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

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

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

Notice and Effect of Redemption

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

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

Book-Entry Only System

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

DTC will act as securities depository for the Series 2021 Bonds. The Series 2021 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2021 Bonds and will be deposited with DTC. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New

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

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

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

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

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

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

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

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

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

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

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

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

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

SECURITY FOR AND SOURCE OF PAYMENT OF SERIES 2021 BONDS

General

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

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

Funds and Accounts

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

Series 2021 Reserve Account and Series 2021 Reserve Account Requirement

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

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

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

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

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

Series 2021 Acquisition and Construction Account

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

Flow of Funds

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

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

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

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

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

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

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

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

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

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

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

Investments

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

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

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

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

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

Agreement for Assignment of Development Rights

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

Completion Agreement

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

True-Up Agreement

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

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

Enforcement of True-Up Agreement and Completion Agreement

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

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

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

Covenants with Regard to Enforcement and Collection of Delinquent Assessments

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

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

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

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

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

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

Additional Covenants Regarding Series 2021 Assessments

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

No Parity Bonds; Limitation on Parity Assessments

The District covenants and agrees in the First Supplemental Indenture that other than Refunding Bonds issued to refund the then Outstanding Series 2021 Bonds, the issuance of which results in net present value Debt Service savings, the District shall not, while any Series 2021 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2021 Trust Estate. The District further covenants and agrees that so long as the Series 2021 Bonds are Outstanding, it will not impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners; provided, however, that the District may impose Assessments for capital projects on lands subject to the Series 2021 Assessments without the written consent of the Majority Owners if either (a) such Assessments proposed to be allocated to platted units do not exceed the Maximum Assessment Levels or (b) the Series 2021 Assessments have been Substantially Absorbed. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners. The District is not limited in its ability to impose “special assessments” levied and collected under Section 190.022 of the Act for maintenance purposes or “maintenance special assessments” levied and collected under Section 190.021(3) of the Act.

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

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

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

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

Events of Default

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

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

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

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

Provisions Relating to Bankruptcy or Insolvency of Landowner

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

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

(i) the District agrees in the Indenture that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2021 Bonds then Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2021 Assessments, the then Outstanding Series 2021 Bonds or any rights of the Trustee under the Indenture (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2021 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following request for consent);

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

(iii) the District agrees in the Indenture that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2021 Bonds then Outstanding, to the proposed action if the District does not receive a written response from the Trustee within sixty (60) days following request for consent);

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

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

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

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

Re-Assessment

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

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

THE SERIES 2021 ASSESSMENTS

General

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

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

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

Structure and Prepayment of Series 2021 Assessments

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

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

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

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

Assessment Methodology

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

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

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

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

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

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

Direct Billing & Foreclosure Procedure

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

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

Uniform Method Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ESTIMATED SOURCES AND USES OF BOND PROCEEDS

Sources:

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

Uses:

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

[Remainder of page intentionally left blank]

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

DEBT SERVICE REQUIREMENTS

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

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

TOTAL \$ \$ \$

BONDOWNERS' RISKS

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

Limited Pledge

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

Bankruptcy and Related Risks

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

Delay and Discretion Regarding Remedies

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

Limitation on Funds Available to Exercise Remedies

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

Determination of Land Value upon Default

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

Landowner Challenge of Assessed Valuation

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

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

Failure to Comply with Assessment Proceedings

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

Other Taxes

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

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

Inadequacy of Reserve

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

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

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

Economic Conditions

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

Concentration of Land Ownership in Developer

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

Undeveloped Land

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

Change in Development Plans

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

Bulk Sale of Land

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

Completion of Capital Improvement Plan

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

Upon issuance of the Series 2021 Bonds, the Developer will also execute and deliver to the District the Assignment Agreement, pursuant to which the Developer will collaterally assign to the District, to the extent assignable and to the extent that they are solely owned or controlled by the Developer, all of its development rights relating to the Capital Improvement Plan as security for Developer's payment and performance and discharge of its obligation to pay the Series 2021 Assessments. However, there can be no assurance, that the District will have sufficient moneys on hand to complete the Capital Improvement Plan or that the District will be able to raise through the issuance of bonds, or otherwise, the moneys necessary to complete the Capital Improvement Plan. Pursuant to the Indenture, the District will covenant not to impose Assessments for capital projects on any lands subject to the Series 2021 Assessments without the written consent of the Majority Owners; provided, however, that the District may impose Assessments for capital projects on lands subject to the Series 2021 Assessments without the written consent of the Majority Owners if either (i) such Assessments proposed to be allocated to platted units do not exceed the Maximum Assessment Levels or (ii) the Series 2021 Assessments have been Substantially Absorbed. Notwithstanding the immediately preceding sentence, the District may impose Assessments on property subject to the Series 2021 Assessments which are necessary for health, safety or welfare reasons, or to remediate a natural disaster, or to effect repairs to or replacement of property, facilities or equipment of the District without the consent of the Majority Owners. The District is not limited in its ability to impose "special assessments" levied and collected under Section 190.022 of the Act for maintenance purposes or "maintenance special assessments" levied and collected under Section 190.021(3) of the Act. Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the owners of the Series 2021 Bonds should it be necessary to institute proceedings due to the nonpayment of the Series 2021 Assessments. Failure to complete or substantial delays in the completion of the Capital Improvement Plan due to litigation or other causes may reduce the value of the lands in the District and increase the length of time during which Series 2021 Assessments will be payable from undeveloped property and may affect the willingness and ability of the landowners to pay the Series 2021 Assessments when due and likewise the ability of the District to make full or punctual payment of Debt Service on the Series 2021 Bonds.

Regulatory and Environmental Risks

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

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

District May Not be Able to Obtain Permits

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

Cybersecurity

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

Infectious Viruses and/or Diseases

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

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

Damage to District from Natural Disasters

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

Limited Secondary Market

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

Interest Rate Risk; No Rate Adjustment for Taxability

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

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

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

IRS Audit and Examination Risk

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

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

Florida Village Center CDD TAM

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

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

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

Legislative Proposals and State Tax Reform

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

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

Loss of Exemption from Securities Registration

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

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

Performance of District Professionals

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

Mortgage Default and FDIC

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

The risks described under this "BONDOWNERS' RISKS" section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2021 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety, and to ask questions of representatives of the District to obtain a more complete description of investment considerations relating to the Series 2021 Bonds.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as APPENDIX D hereto, the interest on the Series 2021 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions. Failure by the District to comply subsequently to the issuance of the Series 2021 Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to requirements regarding the use, expenditure and investment of Series 2021 Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2021 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2021 Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2021 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2021 Bonds and the payment of certain arbitrage earnings in excess of the “yield” on the Series 2021 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2021 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2021 Bonds. Prospective purchasers of the Series 2021 Bonds should be aware that the ownership of the Series 2021 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2021 Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2021 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2021 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2021 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2021 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2021 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Florida Taxes

In the opinion of Bond Counsel, the Series 2021 Bonds and interest thereon are exempt from taxation under the laws of the State, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220.

Other Tax Matters

Interest on the Series 2021 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2021 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2021 Bonds in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2021 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2021 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2021 Bonds and their market value. No assurance can be given that additional legislative proposals

will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2021 Bonds.

On February 23, 2016, the Internal Revenue Service issued a notice of proposed rulemaking (the “Proposed Regulations”) and notice of public hearing containing proposed regulations that provided guidance regarding the definition of political subdivision for purposes of the rules for tax-exempt bonds, including determinations of entities that are valid issuers of tax-exempt bonds. On October 4, 2017, the Treasury Department (“Treasury”) announced that it would withdraw the proposed regulations, stating that, “while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues.” The Proposed Regulations were officially withdrawn on October 20, 2017. See also “BONDOWNERS’ RISKS” herein.

[Original Issue Discount

Certain of the Series 2021 Bonds (the “Discount Bonds”) may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2021 Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. A purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.]

[Bond Premium

Certain of the Series 2021 Bonds (the “Premium Bonds”) may be offered and sold to the public at a price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be

taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.]

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. The District was established in August 2019 and has issued no bonds prior to the issuance of the Series 2021 Bonds.

NO RATING OR CREDIT ENHANCEMENT

The Series 2021 Bonds are neither rated nor credit enhanced. No application for a rating or credit enhancement with respect to the Series 2021 Bonds was made.

VALIDATION

The Bonds issued pursuant to the terms of the Master Indenture, which includes the Series 2021 Bonds, were validated by a final judgment of the Circuit Court of the Seventh Judicial Circuit of Florida, in and for St. Johns County on August 31, 2020, the appeal period for which expired with no appeal having been taken.

LITIGATION

The District

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2021 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization or existence, nor the title of the present members of the Board or the District Manager is being contested.

From time to time, the District expects to experience routine litigation and claims incidental to the conduct of its affairs. In connection with the issuance and sale of the Series 2021 Bonds, District Counsel will represent to the District and the Underwriter that there are no actions presently pending or to the knowledge of the District threatened against the District, the adverse outcome of which could reasonably be expected to have a material adverse effect on the availability of the Series 2021 Trust Estate, or the ability of the District to pay the Series 2021 Bonds from the Series 2021 Trust Estate.

The Developer

In connection with the issuance of the Series 2021 Bonds, the Developer will represent to the District that there is no litigation of any nature now pending or, to the knowledge of the Developer, threatened, which could reasonably be expected to have a material and adverse effect upon the ability of the Developer

to complete the Development as described herein, materially and adversely affect the ability of the Developer to pay the Series 2021 Assessments imposed against the land within the District owned by the Developer or materially and adversely affect the ability of the Developer to perform its various obligations described in this Limited Offering Memorandum.

CONTINUING DISCLOSURE

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the “SEC Rule”), the District, the Developer and Governmental Management Services, LLC, as dissemination agent (the “Dissemination Agent”) will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement”), the form of which is attached hereto as APPENDIX E. Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of the Beneficial Owners to provide to the Dissemination Agent certain financial information and operating data relating to the District and the Series 2021 Bonds in each year (the “District Annual Report”), and to provide notices of the occurrence of certain enumerated material events. Such covenant by the District shall only apply so long as the Series 2021 Bonds remain outstanding under the Indenture.

Pursuant to the Disclosure Agreement, the Developer has covenanted for the benefit of the Beneficial Owners to provide to the District and the Dissemination Agent certain financial information and operating data relating to the Developer and the Development in each year (the “Developer Report”). Such covenant by the Developer will apply only until the earlier to occur of (x) the payment and redemption of the Series 2021 Bonds, or (y) the date on which the Developer owns less than twenty (20) percent of the real property encumbered by the Series 2021 Assessments that secure the Series 2021 Bonds; provided, however, that the Developer has covenanted and agreed with the District that such covenant will run with the land to the extent that any successor in interest which holds the land for development shall assume the continuing disclosure obligations of the Developer.

The District Annual Report and the Developer Report (together, the “Reports”) will each be filed by the Dissemination Agent with the Municipal Security Rulemaking Board’s Electronic Municipal Markets Access (“EMMA”) repository described in the form of the Disclosure Agreement attached hereto as APPENDIX E. The notices of material events will also be filed by the Dissemination Agent with EMMA. The specific nature of the information to be contained in the Reports and the notices of material events are described in APPENDIX E. The Disclosure Agreement will be executed by the District, the Developer and the Dissemination Agent at the time of issuance of the Series 2021 Bonds. The foregoing covenants have been made in order to assist the Underwriter in complying with the SEC Rule.

With respect to the Series 2021 Bonds, no parties other than the District and the Developer are obligated to provide, nor are expected to provide, any continuing disclosure information with respect to the SEC Rule.

Continuing Compliance – The Developer

During the five (5) years immediately preceding the issuance of the Series 2021 Bonds, the Developer has been subject to various continuing disclosure obligations with respect to the Development and certain bonds issued by the District and District I. With respect to its continuing disclosure obligation in connection with bonds issued in 2008 (the “2008 Bonds”), the Developer failed to file quarterly reports for the quarters ending December 31, 2016, March 31, 2017, June 30, 2017, September 30, 2017 and December 31, 2017, as required by such undertaking. No failure to file notices were posted with respect to such

failures. The Developer later filed a cumulative report on April 17, 2018, for the quarters ending December 31, 2016, through and including March 31, 2018. The 2008 Bonds are no longer outstanding and therefore the Developer no longer has any continuing disclosure obligation in connection with the 2008 Bonds. With respect to its continuing disclosure obligation in connection with bonds issued by District I on September 13, 2018, the Developer failed to timely file its quarterly report for the quarter ending March 31, 2019, filing such report one day after its due date.

UNDERWRITING

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase the Series 2021 Bonds from the District at a purchase price of \$_____ (which is the par amount of the Series 2021 Bonds, [plus/less] a [net] original issue [discount/premium] in the amount of \$_____ and less an Underwriter's discount of \$_____). See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein. The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all the Series 2021 Bonds if any are purchased.

The Underwriter intends to offer the Series 2021 Bonds to Accredited Investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2021 Bonds to certain dealers (including dealers depositing the Series 2021 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

LEGAL MATTERS

The Series 2021 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2021 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Hopping Green & Sams, P.A., Tallahassee, Florida, for the Developer by its counsel, Rogers Towers, P.A., St. Augustine, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2021 Bonds, that it will not limit or alter the rights of the issuer of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

NO FINANCIAL STATEMENTS

The District was established pursuant to the Ordinance in March 2020. Since its establishment, the District has not met the financial thresholds that would require it to prepare and file audited financial statements. Therefore, no financial statements for the District are available at this time. The District has covenanted in the Disclosure Agreement, a form of which is attached as APPENDIX E hereto, to provide

its annual audited financial statements to EMMA as described in APPENDIX E, beginning with the audit for the fiscal year ending September 30, 2021.

EXPERTS AND CONSULTANTS

The references herein to the District Engineer have been approved by said firm. The Engineer's Reports prepared by such firm relating to the Capital Improvement Plan and the Series 2021 Project have been included as APPENDIX A attached hereto in reliance upon such firm as an expert in engineering. References to and excerpts herein from such Engineer's Reports do not purport to be adequate summaries of such Engineer's Reports or the Capital Improvement Plan and the Series 2021 Project or complete in all respects. Such Engineer's Reports are an integral part of this Limited Offering Memorandum and should be read in their entirety for complete information with respect to the subjects discussed therein.

The references herein to the Methodology Consultant have been approved by said firm. The Assessment Reports prepared by such firm relating to the issuance of the Series 2021 Bonds have been included as APPENDIX B attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such Assessment Reports do not purport to be adequate summaries of such Assessment Reports or complete in all respects. Such Assessment Reports are an integral part of this Limited Offering Memorandum and should be read in their entirety for complete information with respect to the subjects discussed therein. Governmental Management Services, LLC has not been engaged to provide advice regarding the structuring or pricing of the Series 2021 Bonds.

CONTINGENT AND OTHER FEES

The District has retained Bond Counsel, District Counsel, the Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2021 Bonds. Payment of the fees of such professionals, except for the payment of fees to District Counsel and the Methodology Consultant, are each contingent upon the issuance of the Series 2021 Bonds.

MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the Owners of the Series 2021 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable, and is believed to be correct as of the date of the Limited Offering Memorandum, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District from the date

hereof. However, certain parties to the transaction, including the District, will, on the closing date of the Series 2021 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of the Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which the Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of the Limited Offering Memorandum to the date of closing of the Series 2021 Bonds that there has been no material adverse change in the information provided.

This Limited Offering Memorandum is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. The appendices hereof are integral parts of this Limited Offering Memorandum and must be read in their entirety together with all of the foregoing statements.

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chair

APPENDIX A

ENGINEER'S REPORTS

APPENDIX B

ASSESSMENT REPORTS

APPENDIX C

**FORMS OF THE MASTER INDENTURE AND
FIRST SUPPLEMENTAL INDENTURE**

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

5.

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated April __, 2021, is executed and delivered by the Rivers Edge III Community Development District (the "Issuer"), Mattamy Jacksonville LLC (the "Developer") and Governmental Management Services, LLC, as Dissemination Agent (the "Dissemination Agent") in connection with the issuance by the Issuer of its \$_____ aggregate principal amount of Capital Improvement Revenue Bonds, Series 2021 (the "Series 2021 Bonds"). The Series 2021 Bonds are being issued pursuant to a Master Trust Indenture dated as of April 1, 2021 (the "Master Indenture") by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented from time to time, and as particularly supplemented by a First Supplemental Trust Indenture by and between the District and the Trustee and dated as of April 1, 2021 (the "First Supplemental Indenture," and, together with the Master Indenture, the "Indenture"). The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Developer, and the Dissemination Agent for the benefit of the Beneficial Owners of the Series 2021 Bonds and to assist the Participating Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule").

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Assessments" shall mean the non-ad valorem special assessments pledged to the payment of the Series 2021 Bonds pursuant to the Indenture.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2021 Bonds (including persons holding Series 2021 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2021 Bonds for federal income tax purposes.

"Business Day" means any day other than a Saturday, Sunday or a day on which the Trustee is required, or authorized or not prohibited by law (including executive orders), to close and is closed, or on any day on which the New York Stock Exchange is closed.

"Developer" shall mean Mattamy Jacksonville LLC.

"Developer Report" shall mean any Developer Report provided by the Developer, its successors or assigns, pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement.

"Development" shall have the meaning ascribed thereto in the Limited Offering Memorandum.

"Dissemination Agent" shall mean, initially, Governmental Management Services, LLC, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer and Trustee a written acceptance of such designation.

"District Manager" shall mean Governmental Management Services, LLC, or a successor District Manager.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Fiscal Year" shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

"Issuer Disclosure Representative" shall mean the District Manager of the Issuer or his/her/its designee, or such other officer or employee as the Issuer shall designate in writing to the Trustee and the Dissemination Agent from time to time.

"Limited Offering Memorandum" shall mean the final offering document relating to the Series 2021 Bonds.

"Listed Events" shall mean any of the events listed in Section 7(a) of this Disclosure Agreement.

"Obligated Person" shall mean any person, including the Issuer and the Developer, and its successors and assigns, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part (twenty percent (20%) or more) of the obligations on the Series 2021 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Participating Underwriter" shall mean the original underwriter of the Series 2021 Bonds required to comply with the Rule in connection with offering of the Series 2021 Bonds.

"Repository" shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at "<http://www.sec.gov/info/municipal/nrmsir.htm>." As of the date hereof, the Repository recognized by the SEC for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access ("EMMA") web portal at "<http://emma.msrb.org>."

"State" shall mean the State of Florida.

3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by April 1 of the calendar year following the end of each Fiscal Year of the Issuer (the "Annual Filing Date"), beginning **[April 1, 2022]** with respect to the report for the **[2021]** Fiscal Year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above, but in no event later than the date required to be filed with the State pursuant to applicable State law (currently within nine (9) months of the end of the Issuer's Fiscal Year), for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 7(a).

(b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 3(a) above. Upon such reminder, the Issuer Disclosure Representative, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 3(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer, will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the

Dissemination Agent that a Listed Event as described in Section 7(a)(17) has occurred and to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name, address and filing requirements of any Repository; and

(ii) within five (5) Business Days of filing the Annual Report, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

4. Content of Issuer's Annual Report.

(a) The Issuer's Annual Report shall contain or incorporate by reference the following, which includes an update of the financial and operating data of the Issuer to the extent presented in the Limited Offering Memorandum. All information in the Annual Report shall be presented for the immediately preceding Fiscal Year and, to the extent available, the current Fiscal Year:

(i) The amount of Assessments levied.

(ii) The amount of Assessments collected from property owners.

(iii) If available, the amount of delinquencies greater than 150 days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of Assessments due in any year, a list of delinquent property owners with respect to Assessments billed and collected directly by the Issuer and with respect to Assessments collected by the County Tax Collector, unless such information is not available from the County Tax Collector.

(iv) The amount of tax certificates sold, if any, and the balance, if any, remaining for sale.

(v) All fund balances in all Funds and Accounts for the Series 2021 Bonds. Upon request, the Issuer shall provide any Beneficial Owners and the Dissemination Agent with this information more frequently than annually and, in such case, shall provide such information within thirty (30) days of the written request of the Beneficial Owners.

(vi) The total amount of Series 2021 Bonds Outstanding.

(vii) The amount of principal and interest due on the Series 2021 Bonds.

(viii) The most recent audited financial statements of the Issuer which shall be prepared in accordance with governmental accounting standards promulgated by the Government Accounting Standards Board.

(ix) Any amendment or waiver of the provisions hereof as described in Section 11 hereof.

(b) To the extent any of the items set forth in subsections (i) through (vii) above are included in the audited financial statements referred to in subsection (viii) above, they do not have to be separately set forth.

(c) The Issuer represents and warrants that it will supply, in a timely fashion, any information available to the Issuer and reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer or others as thereafter disseminated by the Dissemination Agent.

The information provided under this Section 4 may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on EMMA (or any successor Repository's website) or filed with the SEC. The Issuer shall clearly identify each such other document so incorporated by reference.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

5. Provision of Developer Report.

(a) The Developer shall, or shall cause the Dissemination Agent to, for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year (the "Quarterly Filing Date"), beginning with the quarter ending [**September 30, 2021**], provide to any Repository in electronic format as prescribed by such Repository a Developer Report which is consistent with the requirements of Section 6(b) of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to each Quarterly Filing Date the Dissemination Agent has not received a copy of the Developer Report due on such Quarterly

Filing Date, the Dissemination Agent shall contact the Developer by telephone and in writing (which may be by e-mail) to remind the Developer of its undertaking to provide the Developer Report pursuant to this Section 5. Upon such reminder, the Developer shall either (i) provide the Dissemination Agent with an electronic copy of the Developer Report in accordance with Section 5(a) above, or (ii) instruct the Dissemination Agent in writing that the Developer will not be able to file the Developer Report within the time required under this Disclosure Agreement and state the date by which such Developer Report will be provided.

(c) If the Dissemination Agent has not received a Developer Report that contains the information in Section 6(b) of this Disclosure Agreement by 12:00 noon on the first Business Day following each Quarterly Filing Date, a Listed Event described in Section 7(a)(17) shall have occurred and the Issuer and the Developer hereby direct the Dissemination Agent to send a notice to each Repository in substantially the form attached as Exhibit A hereto, with a copy to the Issuer. The Dissemination Agent shall file such notice no later than ten (10) days following the applicable Quarterly Filing Date.

(d) The Dissemination Agent shall:

(i) determine prior to each Quarterly Filing Date the name and address of each Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Developer and the Issuer stating that the Developer Report has been provided pursuant to this Disclosure Agreement and stating the date(s) it was provided.

6. Content of Developer Report.

(a) The Developer, so long as it is an Obligated Person for purposes of this Disclosure Agreement, shall file, or cause to be filed by the Dissemination Agent, a Developer Report relating to the lands owned by such Developer, no later than the Quarterly Filing Date. At such time as the Developer is no longer an Obligated Person, Developer will no longer be obligated to prepare any quarterly Developer Report pursuant to this Disclosure Agreement; provided, however, if the Developer was an Obligated Person at any time during a quarter, the Developer shall report for the remainder of that quarter indicating in such report the date that the Developer ceased being an Obligated Person.

(b) Each quarterly Developer Report shall contain the following information:

(i) An update of the table reflecting the land use plan for the Development within the District in the subsection "Development Plan/Status" under the heading "THE DEVELOPMENT";

(ii) An update of the tables in the subsection "Sales and Projected Absorption" under the heading "THE DEVELOPMENT";

(iii) A description of the infrastructure improvements and recreational amenities that have been completed and that are currently under construction;

(iv) The total number and type of lots in the District currently subject to the Assessments;

(v) The total number and type of lots owned by the Developer in the District;

(vi) The number and type of lots platted within the District;

(vii) The number of assessable units closed with retail end users if not included in (ii) above;

(viii) The number of assessable units under contract with retail end users if not included in (ii) above;

(ix) The number of lots under contract with builders, together with the name of each builder;

(x) The number of lots closed with builders, together with the name of each builder;

(xi) The estimated date of complete build-out of assessable units;

(xii) Whether the Developer has made any bulk sale of the land subject to the Assessments, as well as a description of any and all entitlements transferred to the purchaser in connection therewith;

(xiii) The status of development approvals for the Development;

(xiv) Materially adverse changes or determinations to permits/approvals/entitlements for the Development which necessitate changes to the Developer's land-use or other plans for the Development;

(xv) Updated plan of finance (i.e., change in status of any credit enhancement, issuance of additional bonds to complete project, draw on credit line of Developer, additional mortgage debt, etc.); and

(xvi) Any event that would have a material adverse impact on the implementation of the Development as described in the Limited Offering Memorandum or on the Developer's ability to undertake the Development as described in the Limited Offering Memorandum.

(c) Any of the items listed in subsection (b) above may be incorporated by reference from other documents which have been submitted to each of the Repository or the

SEC. The Developer shall clearly identify each such other document so incorporated by reference.

(d) If the Developer sells, assigns or otherwise transfers ownership of real property in the Development to a third party, which will in turn be an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Developer hereby agrees to require such third party to comply with the disclosure obligations of the Developer hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Developer involved in such Transfer shall promptly notify the Issuer and the Dissemination Agent in writing of the Transfer. For purposes of Sections 5, 6, 7 and 9 hereof, the term "Developer" shall be deemed to include the Developer and any third party that becomes an Obligated Person hereunder as a result of a Transfer. In the event that the Developer remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Developer from its obligations hereunder.

7. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 7, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2021 Bonds and the Developer shall give, or cause to be given, notice of the occurrence of numbers 10, 12, 13, 15, 16, 17 and 18 of the following events as they pertain to the Developer (and the Issuer shall not be responsible therefor), to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2021 Bonds, or other material events affecting the tax status of the Series 2021 Bonds;

7. modifications to rights of the holders of the Series 2021 Bonds, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Series 2021 Bonds, if material (sale of individual lots by developers or homeowners to end users shall not be material for purposes of this Disclosure Agreement);
11. ratings changes;
12. an Event of Bankruptcy or similar event of an Obligated Person;
13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. incurrence of a financial obligation (as defined by the Rule) of the Issuer or an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer or Obligated Person, any of which affect security holders, if material;
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer or an Obligated Person, any of which reflect financial difficulties;
17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof or of the Developer to meet the requirements of Section 5 hereof; and
18. the termination of the Issuer's or the Developer's obligations under this Disclosure Agreement prior to the final maturity of the Series 2021 Bonds, pursuant to Section 9 hereof.

(b) The notice required to be given in paragraph 7(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

8. Identifying Information. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but shall not be limited to:

- (a) the category of information being provided;
- (b) the period covered by any annual financial information, financial statement or other financial information or operation data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
- (d) the name of any Obligated Person other than the Issuer;
- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

9. Termination of Disclosure Agreement. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2021 Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. The Developer's obligations shall terminate at such time as the Developer is no longer an Obligated Person. If any such termination occurs prior to the final maturity of the Series 2021 Bonds, the Issuer and/or the Developer shall give notice of such termination in the same manner as for a Listed Event under Section 7.

10. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be Governmental Management Services, LLC. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement.

11. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, the Developer and the Dissemination Agent (if the Dissemination Agent is not the Issuer) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

- (a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer and/or the Developer, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Series 2021 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the Issuer (such as the trustee or Bond Counsel), or (ii) by the approving vote of bondholders pursuant to the terms of the Indenture at the time of the amendment.

Notwithstanding the foregoing, the Issuer, the Developer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer and the Developer shall describe such amendment in its next Annual Report or Developer Report, as applicable, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer or the Developer, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements of the Issuer, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 7(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Notwithstanding anything to the contrary herein requiring consent of the Developer, the Issuer may amend this Disclosure Agreement without the consent of the Developer with respect to any provision hereof that does not affect the Developer.

12. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Developer Report or notice of occurrence of Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer or the Developer chooses to include any information in any Annual Report or Developer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer or the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Developer Report or notice of occurrence of a Listed Event.

13. Default. In the event of a failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Owners of more than 50% aggregate principal amount of outstanding Series 2021 Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Series 2021 Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Developer, the Issuer Disclosure Representative or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

14. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Developer, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Series 2021 Bonds, and shall create no rights in any other person or entity.

16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. Governing Law. This Disclosure Agreement shall be governed by the laws of the State and federal law.

18. Trustee Cooperation. The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and directs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports that are in the possession of and readily available to the Trustee that the Dissemination Agent requests that the Issuer has a right to request from the Trustee (inclusive of balances, payments, etc.).

[End of document – signatures to follow]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

[SEAL]

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT, AS ISSUER**

CONSENTED TO AND AGREED TO BY:

By: _____
Chair, Board of Supervisors

**GOVERNMENTAL MANAGEMENT
SERVICES, LLC**, and its successors and assigns,
as Issuer Disclosure Representative

By: _____
James A. Perry, Managing Director

JOINED BY **U.S. BANK NATIONAL
ASSOCIATION**, AS TRUSTEE, FOR PURPOSES
OF SECTIONS 13, 15 AND 18 ONLY

By: _____
Stacey L. Johnson, Vice President

MATTAMY JACKSONVILLE LLC,
a Delaware limited liability company

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

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

By: _____
[Clifford L. Nelson, Vice President]

**GOVERNMENTAL MANAGEMENT
SERVICES, LLC, AS DISSEMINATION
AGENT**

By: _____
James A. Perry, Managing Director

EXHIBIT A

**NOTICE TO REPOSITORIES
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Rivers Edge III Community Development District

Name of Bond Issue: \$_____ Capital Improvement Revenue Bonds, Series 2021

Date of Issuance: April __, 2021

Obligated Person: Rivers Edge III Community Development District
Mattamy Jacksonville LLC

CUSIPS:

NOTICE IS HEREBY GIVEN that the [Issuer] [Developer] has not provided an [Annual Report] [Developer Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated April __, 2021, among the Issuer, the Developer and the Dissemination Agent named therein. The [Issuer] [Developer] has advised the undersigned that it anticipates that the [Annual Report] [Developer Report] will be filed by _____, 20____.

Dated: _____, _____, Dissemination Agent

cc: [Issuer] [Developer]

FOURTH ORDER OF BUSINESS

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, February 17, 2021 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
Chris Henderson	Supervisor

Also present were:

Jim Perry	District Manager
Lauren Gentry	District Counsel
Ryan Stilwell	District Engineer
Zach Davidson	Vesta
Jason Davidson	Vesta
Dan Fagen	Vesta
Ernesto Torres	GMS, LLC
Robert Beladi	VerdeGo

The following is a summary of the discussions and actions taken at the February 17, 2021 meeting. An audio copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Perry called the meeting to order 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 January 20, 2021 Meeting

There were no comments on the minutes.

On MOTION by Mr. O’Keefe seconded by Mr. Henderson with all in favor the minutes of the January 20, 2021 meeting were approved.

FOURTH ORDER OF BUSINESS

Ratification of E-Verify Memorandum of Understanding

Ms. Gentry stated effective January 1st there was a change in Florida Law so that local governments and contractors that they enter into contracts with both have to be enrolled in the federal E-Verify system to verify work authorization status, so district managers have been working behind the scenes to get districts enrolled and what you have in your agenda package today is the memorandum of understanding that the government requires to enroll the district in that system, which has already been completed by Jim’s office.

On MOTION by Mr. O’Keefe seconded by Mr. Smith with all in favor the E-Verify memorandum of understanding was ratified.

FIFTH ORDER OF BUSINESS

Consideration of Proposals from VerdeGo

Mr. Perry stated we sent the proposals to the Board members for all three districts along with the cost sharing requests. These are related to Kendall Crossing. In Rivers Edge CDD the annual cost is \$9,493.31 and for Rivers Edge III the total cost is \$24,423.63. These will be part of the cost sharing request form which each district will sign, and we are just looking for approval of those two cost share requests.

On MOTION by Mr. O’Keefe seconded by Mr. Henderson with all in favor the cost share requests for the Kendall Crossing VerdeGo proposals were approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being nothing to report, the next item followed.

B. District Engineer

There being nothing to report, the next item followed.

C. District Manager

Mr. Perry stated we are working with the underwriter on the bonds. Next month we will bring a bunch of documents to the Board related to the bonds.

SEVENTH 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. 8

A copy of the funding request totaling \$14,896.43 was included in the agenda package.

On MOTION by Mr. Henderson seconded by Mr. O’Keefe with all in favor funding request number 8 was approved.

C. Check Register

A copy of the check register totaling \$25 was included in the agenda package.

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

EIGHTH ORDER OF BUSINESS

Supervisors’ Requests and Audience Comments

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Next Scheduled Meeting – March 17, 2021 at 9:30 a.m. at the RiverTown Amenity Center

TENTH 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

FIFTH ORDER OF BUSINESS

A.

PROFESSIONAL SERVICE AGREEMENT

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

76 South Laura Street, Suite 1500
Jacksonville, FL 32202
DIR +1 904.861.1154
WEB www.colliers.com/valuationadvisory



February 23, 2021

John "Sean" Mullen, MAI
Valuation Services Director
Direct +1 904.861.1154
Mobile +1 912.674.6995
Sean.Mullen@colliers.com

Rivers Edge III CDD, Board of Supervisors

c/o GMS
Jacob O'Keefe
475 West Town Place, Suite 114
St. Augustine, FL 32092
JenK@hgslaw.com
jperry@gmsnf.com
etorres@gmsnf.com

RE: Appraisal of RIVERTOWN PROPOSED PARK/AMENITY SITES, SAINT JOHNS, FLORIDA

Dear Mr. O'Keefe:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

<u>PROFESSIONAL SERVICE AGREEMENT</u> ("Agreement")	
Project	RiverTown Proposed Park/Amenity Sites (6.5 & 24.5 acres respectively per site plan emailed on 2/20/2021) ("Property")
Location	SR 13 North, Saint Johns, FL 32259, Saint Johns County Parcel Number: 36013-000-000 & 35981-000-000
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and RIVERS EDGE III CDD, BOARD OF SUPERVISORS, (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for RIVERS EDGE III CDD, BOARD OF SUPERVISORS. Intended users include the Client. No other users are intended.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in Internal Decision Making. The report is not intended for any other use.
Purpose	Market Value
Type of Appraisal	CIVAS will produce an Appraisal Report in which the appraiser's analysis and conclusions will be summarized within this document.
Rights Appraised	Fee Simple
Date of Value	Date of inspection (or other date defined by appraiser)

Scope of Work	<p>CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results.</p> <p>Based on our discussions with the Client, the Client has requested the following valuation scenarios:</p> <ul style="list-style-type: none"> › As Is <p>CIVAS anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none"> › Land Value <p>An inspection of the subject property will be performed.</p> <p>Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.</p> <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p>
Delivery	<p>Draft Appraisal: Delivered one (1) weeks from the date of authorization and receipt of property specific information.</p> <p>Final Appraisal: Delivered three (3) days after completion of client review and authorization to deliver final report(s).</p>
Professional Fee	\$7,500
Expenses	Fees include all associated expenses.
No. of Reports	One (1) Electronic Draft Appraisal and One (1) Electronic Final Appraisal. No printed copies will be delivered to the client.
Retainer	No retainer is required.
Payment Terms	<p>CIVAS will invoice Client for the Appraisal in its entirety at the delivery of the draft appraisal.</p> <p>Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the Final Appraisal or within thirty (30) days of your receipt of our Draft Appraisal, whichever is sooner. If a Draft Appraisal is requested, the fee is considered earned upon delivery of our Draft Appraisal.</p>
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information needed to begin and complete our analysis. The Client signing this Agreement or the party sending the specific property data certifies that all the information provided is accurate and complete as of the date of this request, and that any updates, revisions or additional relevant information that comes into control or possession of the Client prior to the date on which the Appraisal is delivered shall be provided to CIVAS immediately. Please forward with the Agreement or as soon as possible.

- | | |
|---|--|
| › Survey with Legal Description & Site Size | › Three year & YTD Income & Expenses |
| › Title Report | › Current Budget |
| › Wetland Delineation Map (if applicable) | › Detailed occupancy report for the past 3 years and YTD |
| › Engineering studies, soil tests or environmental assessments | › Detailed current certified rent roll indicating any vacant units and in-place rents |
| › Ground lease (if applicable) | › Details regarding any pending changes to the rent roll including any negotiated side deals to delay or forgive rent payments |
| › Existing Building or Improvement Plans | › Aged Accounts/Delinquency Report |
| › Individual Floor or Unit Plans | › Details regarding any concessions currently being offered for new and existing tenants |
| › Current County Property Tax Bill | › Marketing plan and/or local competitive study, if available |
| › Details on any Sale, Contract, or listing of the property in the past 3 years | › Copy of recent Appraisals or Market Studies |
| › Construction Cost/Budget (within past 3 years) | › Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process |
| › Detailed list of personal property items | › Property Contact _____ |
| › Property Condition Report | |
| › Details regarding the historical and future replacement schedule (i.e., carpets, appliances, cabinetry, laundry facilities, HVAC, etc.) | |
| › Capital improvements history (2 years) & budget | |

In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.

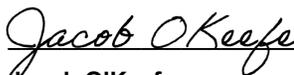
Reliance Language

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

The Appraisal requires CIVAS to submit a Summation of the Appraisal Findings in the form of a Letter of Transmittal along with the Summary of Salient Facts and Special/Limiting Conditions applicable to the Appraisal. This will be completed in conjunction with the Appraisal at the above stated fee.

If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you.

I, **Jacob O'Keefe/Rivers Edge III CDD, Board of Supervisors**, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.

 _____ Date: 2/24/2021

Jacob O'Keefe
Rivers Edge III CDD, Board of Supervisors

Respectfully,

Colliers International Valuation & Advisory Services, LLC



John "Sean" Mullen, MAI
Valuation Services Director
Direct +1 904.861.1154
Mobile +1 912.674.6995
Sean.Mullen@colliers.com

TERMS AND CONDITIONS

"T&C"

- 1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum \$500 or at a rate of \$250 per hour for associate time, \$300 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within with this time period.
- 7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client. In the event that any such information is inaccurate, misleading or incomplete, CIVAS shall have no responsibility or liability for any matters relating thereto (whether to the Client or to any third party).
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.
- 14) Client agrees that its only remedy for losses or damages relating to the Agreement shall be limited to the amount of the appraisal fee paid by the Client and in no circumstances shall CIVAS be liable for any losses or damages in excess of this amount. Should the Client, or any other entitled party, make a claim against CIVAS, its directors, officers, employees and other affiliates and shareholders, relating to this engagement or the appraisal(s), the maximum damages recoverable from CIVAS, its directors, officers, employees and other affiliates and shareholders, shall be the amount of funds actually collected by CIVAS under the Agreement, and no claim shall be made for any consequential or punitive damages.
- 15) If CIVAS or any of its employees receives a subpoena or other judicial notification to produce documents or provide testimony involving the Appraisal in connection with a lawsuit or related proceeding, CIVAS will notify the Client of receipt of the subpoena or

notification. However, if CIVAS is not part of the lawsuit or proceedings, Client agrees to compensate CIVAS for the professional time required and to reimburse CIVAS for the expenses incurred in responding to any such subpoena or judicial notification, including any attorneys' fees, as they are incurred. CIVAS is to be compensated at the prevailing hourly rates of the personnel responding to the subpoena or command for testimony.

- 16) If expert witness testimony is required in connection with the Appraisal, the following hourly rates will apply. The Client will be billed at the rate of \$250 per hour for associate time, \$350 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.
- 17) Client shall indemnify and hold CIVAS, its parent, subsidiaries, affiliates, its officers, directors, employees and agents ("CIVAS Indemnities"), fully harmless against all losses, damages, claims, and expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client (including any failure to perform any duty imposed by law), any misrepresentation, distortion or if Client fails to provide complete and accurate information to CIVAS, for which recovery is sought against the CIVAS Indemnities; however, such obligation to defend and indemnify shall not apply to the extent caused by the negligent act or willful misconduct of CIVAS. Client shall indemnify and hold CIVAS Indemnities harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the Appraisal to any third party. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION PROVISION ABOVE, ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.
- 18) CIVAS agrees to maintain Professional Liability Insurance in the amount of \$1,000,000 and General Liability insurance in the amount of \$2,000,000, as well as Workers Compensation per local regulatory requirements. CIVAS will endeavor to provide Client with written notice regarding any cancellation of any such insurance. CIVAS will provide Client with certificates of insurance naming Client as an additional insured on the General Liability policy upon request.
- 19) The Appraisal and the name Colliers International Valuation & Advisory Services may not be used in any marketing or investment material or offering memoranda without CIVAS' prior written consent. CIVAS, its employees and appraisers have no liability to any recipients of any prepared material and disclaim all liability to any party other than the Client.
- 20) Unless CIVAS consents in writing, the Appraisal cannot be used by any party or for any purpose other than the Client for the purposes specified in the Agreement. Should the Client provide a copy of this Appraisal to any person or entity not authorized by CIVAS in writing, Client hereby agrees to hold CIVAS, its directors, officers, employees and other affiliates and shareholders, harmless from all damages, expenses, claims and costs, including any attorney's fees. The Client acknowledges that any opinions and conclusions expressed by the professionals of CIVAS pursuant to the Agreement are made as employees and not as individuals. CIVAS' responsibility is limited to the Client, and the use of the Appraisal or related product by third parties shall be solely at the risk of the Client and/or third parties.
- 21) The use of this appraisal shall be used only for the purpose as set forth in the Intended Use section of the Agreement. In the event that the client wishes to use this report or portions of this report for any other purpose such as, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at the Client's sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS and the Client, by a party satisfactory to CIVAS and the Client. CIVAS does consent to Client submission of the complete Appraisal to rating agencies, loan participants or your accountants/auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

B.

**ADDENDUM TO THE PROFESSION SERVICE AGREEMENT BETWEEN THE
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT AND
COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES, LLC
FOR PROFESSIONAL REAL PROPERTY APPRAISAL SERVICES**

This Agreement (the “Agreement”) is made and entered into this 24 day of February, 2021, by and between:

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

Colliers International Valuation & Advisory Services, LLC, a foreign limited liability company, with a mailing address of 76 South Laura Street, Suite 1500, Jacksonville, Florida 32202 (the “**Appraiser**” and collectively with the District, the “**Parties**”).

RECITALS

WHEREAS, the Parties simultaneously are into that *Professional Service Agreement by and between Rivers Edge III Community Development District and Colliers International Valuation & Advisory Services, LLC* dated February 23, 2021 (the “Agreement”) attached hereto as **Exhibit A**; and

WHEREAS, the Parties desire to amend the Agreement to specify certain additional provisions.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. COMPLIANCE WITH PUBLIC RECORDS LAWS. Appraiser understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Appraiser agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Appraiser acknowledges that the designated public records custodian for the District is James Perry (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Appraiser shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the

District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Appraiser does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Appraiser's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Appraiser, the Appraiser shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE APPRAISER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE APPRAISER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, PHONE: (904) 940-5850, E-MAIL JPERRY@GMSNF.COM.

SECTION 3. E-VERIFY REQUIREMENTS. The Appraiser shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Appraiser shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Appraiser has knowingly violated Section 448.091, Florida Statutes.

If the Appraiser anticipates entering into agreements with a subcontractor for the Work, Appraiser will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Appraiser shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Appraiser has otherwise complied with its obligations hereunder, the District shall promptly notify the Appraiser. The Appraiser agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Appraiser or any subcontractor who has a good faith belief that a person or entity with

which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Appraiser represents that no public employer has terminated a contract with the Appraiser under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. Appraiser further represents that it is independent appraiser.

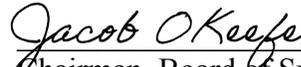
IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

Attest:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary



Chairman, Board of Supervisors

Witness:

**COLLIERS INTERNATIONAL
VALUATION & ADVISORY
SERVICES, LLC**

(Signature of Witness)

By: _____
Print: _____
Its: _____

Exhibit A: Professional Service Agreement

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT

COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

76 South Laura Street, Suite 1500
Jacksonville, FL 32202
DIR +1 904.861.1154
WEB www.colliers.com/valuationadvisory



February 23, 2021

John "Sean" Mullen, MAI
Valuation Services Director
Direct +1 904.861.1154
Mobile +1 912.674.6995
Sean.Mullen@colliers.com

Rivers Edge III CDD, Board of Supervisors
c/o GMS
Jacob O'Keefe
475 West Town Place, Suite 114
St. Augustine, FL 32092
JenK@hqsllaw.com
jperry@gmsnf.com
etorres@gmsnf.com

RE: Appraisal of RIVERTOWN PROPOSED PARK/AMENITY SITES, SAINT JOHNS, FLORIDA

Dear Mr. O'Keefe:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

PROFESSIONAL SERVICE AGREEMENT	
("Agreement")	
Project	RiverTown Proposed Park/Amenity Sites (6.5 & 24.5 acres respectively per site plan emailed on 2/20/2021) ("Property")
Location	SR 13 North, Saint Johns, FL 32259, Saint Johns County Parcel Number: 38013-000-000 & 35081-000-000
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and RIVERS EDGE III CDD, BOARD OF SUPERVISORS, (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for RIVERS EDGE III CDD, BOARD OF SUPERVISORS. Intended users include the Client. No other users are intended.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in Internal Decision Making. The report is not intended for any other use.
Purpose	Market Value
Type of Appraisal	CIVAS will produce an Appraisal Report in which the appraiser's analysis and conclusions will be summarized within this document.
Rights Appraised	Fee Simple
Date of Value	Date of inspection (or other date defined by appraiser)

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

Scope of Work	<p>CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results.</p> <p>Based on our discussions with the Client, the Client has requested the following valuation scenarios:</p> <ul style="list-style-type: none"> › As Is <p>CIVAS anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none"> › Land Value <p>An inspection of the subject property will be performed.</p> <p>Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.</p> <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p>
Delivery	<p>Draft Appraisal: Delivered one (1) weeks from the date of authorization and receipt of property specific information.</p> <p>Final Appraisal: Delivered three (3) days after completion of client review and authorization to deliver final report(s).</p>
Professional Fee	\$7,500
Expenses	Fees include all associated expenses.
No. of Reports	One (1) Electronic Draft Appraisal and One (1) Electronic Final Appraisal. No printed copies will be delivered to the client.
Retainer	No retainer is required.
Payment Terms	<p>CIVAS will invoice Client for the Appraisal in its entirety at the delivery of the draft appraisal.</p> <p>Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the Final Appraisal or within thirty (30) days of your receipt of our Draft Appraisal, whichever is sooner. If a Draft Appraisal is requested, the fee is considered earned upon delivery of our Draft Appraisal.</p>
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information needed to begin and complete our analysis. The Client signing this Agreement or the party sending the specific property data certifies that all the information provided is accurate and complete as of the date of this request, and that any updates, revisions or additional relevant information that comes into control or possession of the Client prior to the date on which the Appraisal is delivered shall be provided to CIVAS immediately. Please forward with the Agreement or as soon as possible.

- › Survey with Legal Description & Site Size
- › Title Report
- › Wetland Delineation Map (if applicable)
- › Engineering studies, soil tests or environmental assessments
- › Ground lease (if applicable)
- › Existing Building or Improvement Plans
- › Individual Floor or Unit Plans
- › Current County Property Tax Bill
- › Details on any Sale, Contract, or listing of the property in the past 3 years
- › Construction Cost/Budget (within past 3 years)
- › Detailed list of personal property items
- › Property Condition Report
- › Details regarding the historical and future replacement schedule (i.e., carpets, appliances, cabinetry, laundry facilities, HVAC, etc.)
- › Capital improvements history (2 years) & budget
- › Three year & YTD Income & Expenses
- › Current Budget
- › Detailed occupancy report for the past 3 years and YTD
- › Detailed current certified rent roll indicating any vacant units and in-place rents
- › Details regarding any pending changes to the rent roll including any negotiated side deals to delay or forgive rent payments
- › Aged Accounts/Delinquency Report
- › Details regarding any concessions currently being offered for new and existing tenants
- › Marketing plan and/or local competitive study, if available
- › Copy of recent Appraisals or Market Studies
- › Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process
- › Property Contact _____

In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.

Reliance Language

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

The Appraisal requires CIVAS to submit a Summation of the Appraisal Findings in the form of a Letter of Transmittal along with the Summary of Salient Facts and Special/Limiting Conditions applicable to the Appraisal. This will be completed in conjunction with the Appraisal at the above stated fee.

If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you.

I, **Jacob O'Keefe/Rivers Edge III CDD, Board of Supervisors**, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.

Date: _____

Jacob O'Keefe
Rivers Edge III CDD, Board of Supervisors

Respectfully,

Colliers International Valuation & Advisory Services, LLC



John "Sean" Mullen, MAI
Valuation Services Director
Direct +1 904.861.1154
Mobile +1 912.674.8995
Sean.Mullen@colliers.com

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

TERMS AND CONDITIONS

"T&C"

- 1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum \$500 or at a rate of \$250 per hour for associate time, \$300 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within this time period.
- 7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client. In the event that any such information is inaccurate, misleading or incomplete, CIVAS shall have no responsibility or liability for any matters relating thereto (whether to the Client or to any third party).
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.
- 14) Client agrees that its only remedy for losses or damages relating to the Agreement shall be limited to the amount of the appraisal fee paid by the Client and in no circumstances shall CIVAS be liable for any losses or damages in excess of this amount. Should the Client, or any other entitled party, make a claim against CIVAS, its directors, officers, employees and other affiliates and shareholders, relating to this engagement or the appraisal(s), the maximum damages recoverable from CIVAS, its directors, officers, employees and other affiliates and shareholders, shall be the amount of funds actually collected by CIVAS under the Agreement, and no claim shall be made for any consequential or punitive damages.
- 15) If CIVAS or any of its employees receives a subpoena or other judicial notification to produce documents or provide testimony involving the Appraisal in connection with a lawsuit or related proceeding, CIVAS will notify the Client of receipt of the subpoena or

PROFESSIONAL SERVICE AGREEMENT

CONTINUED

notification. However, if CIVAS is not part of the lawsuit or proceedings, Client agrees to compensate CIVAS for the professional time required and to reimburse CIVAS for the expenses incurred in responding to any such subpoena or judicial notification, including any attorneys' fees, as they are incurred. CIVAS is to be compensated at the prevailing hourly rates of the personnel responding to the subpoena or command for testimony.

- 16) If expert witness testimony is required in connection with the Appraisal, the following hourly rates will apply. The Client will be billed at the rate of \$250 per hour for associate time, \$350 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.
- 17) Client shall indemnify and hold CIVAS, its parent, subsidiaries, affiliates, its officers, directors, employees and agents ("CIVAS Indemnities"), fully harmless against all losses, damages, claims, and expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client (including any failure to perform any duty imposed by law), any misrepresentation, distortion or if Client fails to provide complete and accurate information to CIVAS, for which recovery is sought against the CIVAS Indemnities; however, such obligation to defend and indemnify shall not apply to the extent caused by the negligent act or willful misconduct of CIVAS. Client shall indemnify and hold CIVAS Indemnities harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the Appraisal to any third party. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION PROVISION ABOVE, ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.
- 18) CIVAS agrees to maintain Professional Liability Insurance in the amount of \$1,000,000 and General Liability insurance in the amount of \$2,000,000, as well as Workers Compensation per local regulatory requirements. CIVAS will endeavor to provide Client with written notice regarding any cancellation of any such insurance. CIVAS will provide Client with certificates of insurance naming Client as an additional insured on the General Liability policy upon request.
- 19) The Appraisal and the name Colliers International Valuation & Advisory Services may not be used in any marketing or investment material or offering memoranda without CIVAS' prior written consent. CIVAS, its employees and appraisers have no liability to any recipients of any prepared material and disclaim all liability to any party other than the Client.
- 20) Unless CIVAS consents in writing, the Appraisal cannot be used by any party or for any purpose other than the Client for the purposes specified in the Agreement. Should the Client provide a copy of this Appraisal to any person or entity not authorized by CIVAS in writing, Client hereby agrees to hold CIVAS, its directors, officers, employees and other affiliates and shareholders, harmless from all damages, expenses, claims and costs, including any attorney's fees. The Client acknowledges that any opinions and conclusions expressed by the professionals of CIVAS pursuant to the Agreement are made as employees and not as individuals. CIVAS' responsibility is limited to the Client, and the use of the Appraisal or related product by third parties shall be solely at the risk of the Client and/or third parties.
- 21) The use of this appraisal shall be used only for the purpose as set forth in the Intended Use section of the Agreement. In the event that the client wishes to use this report or portions of this report for any other purpose such as, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at the Client's sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS and the Client, by a party satisfactory to CIVAS and the Client. CIVAS does consent to Client submission of the complete Appraisal to rating agencies, loan participants or your accountants/auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

C.

RIVERTOWN POTENTIAL AMENITY/PARK SITES

SR 13N and Longleaf Pine Parkway
St. Johns, Florida 32259

APPRAISAL REPORT

Date of Report: February 28, 2021

Colliers File #: JAX210052



PREPARED FOR
Jacob O'Keefe
Rivers Edge III CDD, Board of Supervisors c/o
GMS
475 West Town Place
Suite 114
St. Augustine, FL 32092

PREPARED BY
COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

LETTER OF TRANSMITTAL

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES



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February 28, 2021

Jacob O'Keefe
**Rivers Edge III CDD, Board of Supervisors c/o
GMS**
475 West Town Place
Suite 114
St. Augustine, FL 32092

RE: RiverTown Potential Amenity/Park Sites
SR 13N and Longleaf Pine Parkway
St. Johns, Florida 32259

Colliers File #: JAX210052

Mr. O'Keefe:

Pursuant with our engagement, the above captioned property was appraised utilizing best practice appraisal principles for this property type. This appraisal report satisfies the scope of work and requirements agreed upon by Rivers Edge III CDD, Board of Supervisors c/o GMS and Colliers International Valuation & Advisory Services.

The date of this report is February 28, 2021. At the request of the client, this appraisal is presented in an Appraisal Report format as defined by *USPAP* Standards Rule 2-2(a). Our appraisal format provides a summary description of the appraisal process, subject and market data and valuation analyses.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

VALUE TYPE	INTEREST APPRAISED	DATE OF VALUE	VALUE
As-Is Market Value Of Northern Parcel	Fee Simple	February 24, 2021	\$2,460,000
As-Is Market Value Of Southern Parcel	Fee Simple	February 24, 2021	\$590,000

The subject property is two land parcels within the RiverTown DRI located in northwestern St. Johns County, Florida. The overall development has extended frontage along both Longleaf Pine Parkway and SR 13 N. RiverTown is a large Planned Unit Development (PUD) which permits mostly single-family residential uses, along with some multi-family and commercial uses. Numerous sections of the overall development have been

completed to date with single-family lots/homes, as well as common infrastructure and amenities for the overall community.

The subject parcels contain 24.55 and 6.50 acres respectively, with both sites being 100% usable/upland area. The sites are located in the western portion of the overall RiverTown development, and they are currently planned as amenity/park sites that will serve the larger community. However, given the zoning and overall approvals for RiverTown, the owner/developer has flexibility in where specific uses can be located within the overall development. As such, the desired amenity/park sites could be relocated and each of the subject parcels could be developed to their highest and best use which in this case is considered to be residential development.

The analyses, opinions and conclusions communicated within this appraisal report were developed based upon the requirements and guidelines of the current Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

The COVID-19 virus (aka coronavirus) is a serious illness and pandemic that has affected the world and more specifically the United States. The effects thus far include volatility in the stock and capital markets. The impact to demand and ultimately values for real estate is also developing, although there is a wide range of viewpoints with very little consensus on the potential impact. The range of views from market participants suggests the risk premium is widening and we should analyze implications to both near-term and longer-term valuation assumptions. Real estate as an investment type historically takes a longer period of time to be impacted in comparison to alternative investment types, such as stocks and bonds. CIVAS professionals have consulted with market participants in preparation of this assignment to understand and best address how the subject property may be impacted. Based on our recent discussions with numerous market participants and a review of available data relating to the area's residential market, it does not appear that the subject property's value has been negatively impacted by COVID-19. In fact, recent market statistics show that residential property values have continued to increase in the area even through the pandemic.

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. *USPAP* defines an Extraordinary Assumption as, "an assignment specific-assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions". *USPAP* defines a Hypothetical Condition as, "that which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis".

The Extraordinary Assumptions and/or Hypothetical Conditions that were made during the appraisal process to arrive at our opinion of value are fully discussed below. We advise the client to consider these issues carefully given the intended use of this appraisal, as their use might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

We were not provided with surveys and/or legal descriptions for the subject sites. We have relied upon information provided by the owner as it relates to the size, shape and location of the subject sites. This information is assumed correct for the purpose of our analysis.

The subject parcels do not currently have any direct road frontage, and utility lines will also need to be extended to reach the sites. The sites are located just north of SR 13N, although they will be accessed via internal roadways within RiverTown. According to the owner, a spine road is currently under development which will provide access to the subject parcels. The current terminus is approximately 3,600 feet east of the subject, and this roadway extension will be complete in coming months. In addition, a secondary access point is currently planned as another roundabout along SR 13N is currently in permitting. These improvements are located

immediately to the southwest of the subject parcels. Utility lines will be extended along with the roadway improvements. For the purpose of our analysis, we have assumed that access and utilities will be available to each of the sites in the near future.

HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.

RELIANCE LANGUAGE

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. Colliers International Valuation & Advisory Services is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by Colliers International Valuation & Advisory Services or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that Colliers International Valuation & Advisory Services will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to Colliers International Valuation & Advisory Services, by a party satisfactory to Colliers International Valuation & Advisory Services. Colliers International Valuation & Advisory Services does consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide Colliers International Valuation & Advisory Services with an Indemnification Agreement and/or Non-Reliance letter.

Colliers International Valuation & Advisory Services hereby expressly grants to Client the right to copy the Appraisal and distribute it to other parties in the transaction for which the Appraisal has been prepared, including employees of Client, other lenders in the transaction, and the borrower, if any.

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

The signatures below indicate our assurance to the client that the development process and extent of analysis for this assignment adhere to the scope requirements and intended use of the appraisal. If you have any specific questions or concerns regarding the attached appraisal report, or if Colliers International Valuation & Advisory Services can be of additional assistance, please contact the individuals listed below.

Sincerely,

COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES



John Mullen, MAI
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State-Certified General Real Estate Appraiser
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LETTER OF TRANSMITTAL

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CERTIFICATION**ASSUMPTIONS & LIMITING CONDITIONS****ADDENDA**

- Engagement Letter
- Valuation Glossary
- Qualifications of Appraisers
- Qualifications of Colliers International Valuation & Advisory Services

GENERAL INFORMATION

Property Name	RiverTown Potential Amenity/Park Sites
Property Type	Land - Planned Development (PUD)
Address	SR 13N and Longleaf Pine Parkway
City	St. Johns
State	Florida
Zip Code	32259
County	St. Johns
Core Based Statistical Area (CBSA)	Jacksonville, FL
Market	Jacksonville
Submarket	St. Johns County
Latitude	30.035940
Longitude	-81.642880
Number Of Parcels	2

SITE INFORMATION

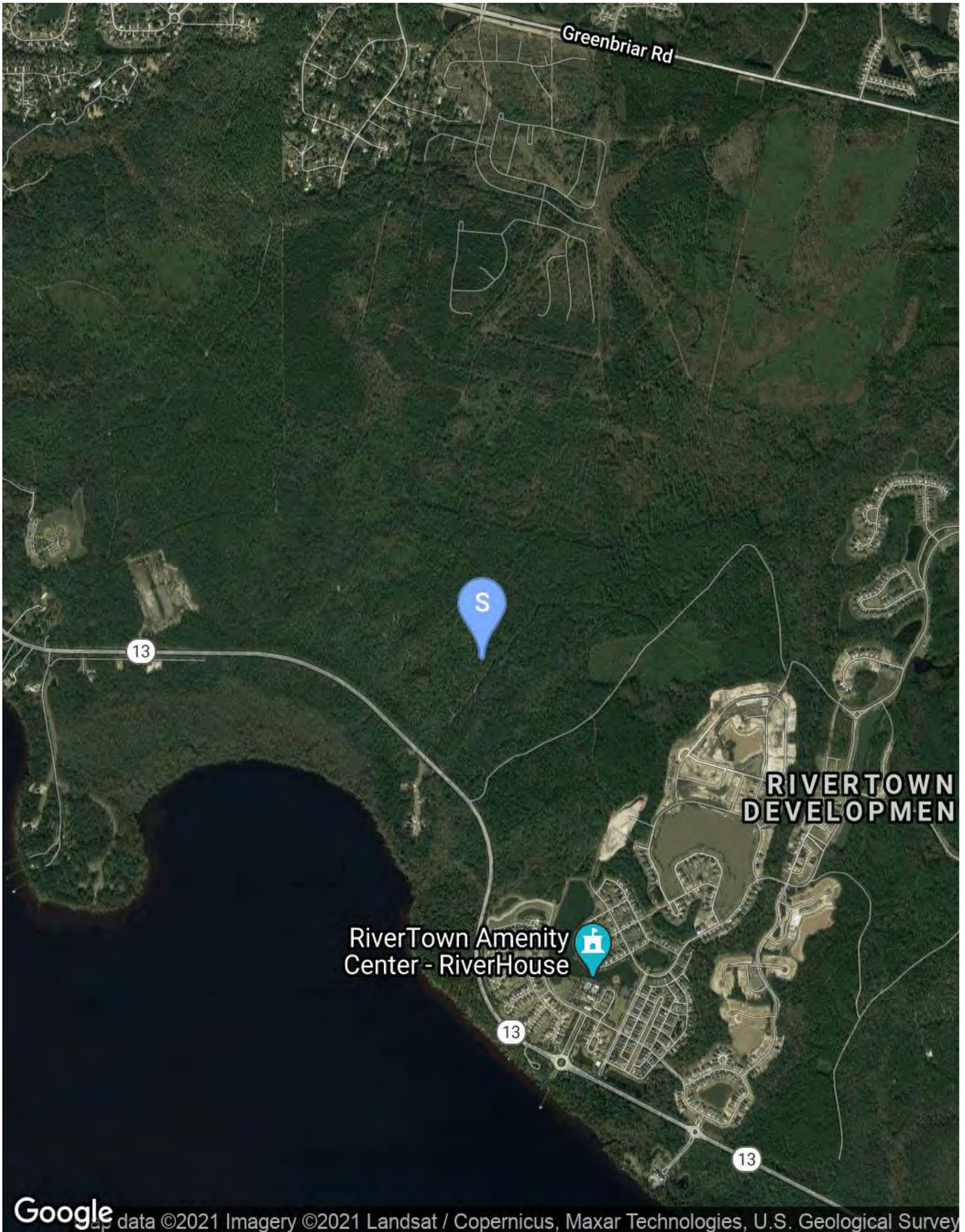
Land Area	Acres	Square Feet
North Parcel	24.55	1,069,398
South Parcel	<u>6.50</u>	<u>283,140</u>
Total	31.05	1,352,538
Topography	Level at street grade	
Shape	Irregular	
Access	Average	
Exposure	Average	
Current Zoning	Planned Unit Development (PUD)	
Flood Zone	Zone X (Unshaded)	
Seismic Zone	Low Risk	

VALUATION SUMMARY

VALUATION INDICES	AS-IS MARKET VALUE OF NORTHERN PARCEL	AS-IS MARKET VALUE OF SOUTHERN PARCEL
INTEREST APPRAISED	FEE SIMPLE	FEE SIMPLE
DATE OF VALUE	FEBRUARY 24, 2021	FEBRUARY 24, 2021

FINAL VALUE CONCLUSION

FINAL VALUE	\$2,460,000	\$590,000
Value/Acre	\$100,000	\$90,000





VIEW ALONG SR 13N JUST SOUTH OF SUBJECT PARCELS



VIEW ALONG SR 13N JUST SOUTH OF SUBJECT PARCELS



VIEW OF PARENT TRACT FROM SR 13N (IMMEDIATELY SOUTH OF SUBJECT)



VIEW OF PARENT TRACT FROM SR 13N (IMMEDIATELY SOUTH OF SUBJECT)



EXISTING ENTRANCE TO RIVERTOWN FROM ROUNDABOUT SOUTH OF SUBJECT



EXISTING ENTRANCE TO RIVERTOWN FROM LONGLEAF PINE PARKWAY



TYPICAL VIEW WITHIN EXISTING PORTION OF RIVERTOWN



TYPICAL VIEW WITHIN EXISTING PORTION OF RIVERTOWN

PROPERTY IDENTIFICATION

The subject property is two land parcels within the RiverTown DRI located in northwestern St. Johns County, Florida. The overall development has extended frontage along both Longleaf Pine Parkway and SR 13 N. RiverTown is a large Planned Unit Development (PUD) which permits mostly single-family residential uses, along with some multi-family and commercial uses. Numerous sections of the overall development have been completed to date with single-family lots/homes, as well as common infrastructure and amenities for the overall community.

The subject parcels contain 24.55 and 6.50 acres respectively, with both sites being 100% usable/upland area. The sites are located in the western portion of the overall RiverTown development, and they are currently planned as amenity/park sites that will serve the larger community. However, given the zoning and overall approvals for RiverTown, the owner/developer has flexibility in where specific uses can be located within the overall development. As such, the desired amenity/park sites could be relocated and each of the subject parcels could be developed to their highest and best use which in this case is considered to be residential development.

A detailed legal description was not provided.

CLIENT IDENTIFICATION

The client of this specific assignment is Rivers Edge III CDD, Board of Supervisors c/o GMS.

PURPOSE

The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest.

INTENDED USE

The intended use of this appraisal is to assist the client in making internal business decisions related to the properties.

INTENDED USERS

Rivers Edge III CDD, Board of Supervisors c/o GMS is the only intended user of this report. Use of this report by third parties and other unintended users is not permitted. This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.

ASSIGNMENT DATES

Date of Report	February 28, 2021
Date of Inspection	February 24, 2021
Valuation Date - As-Is	February 24, 2021

PERSONAL INTANGIBLE PROPERTY

No personal property or intangible items are included in this valuation.

PROPERTY AND SALES HISTORY

Current Owner

The subject property is currently owned by Mattamy Jacksonville, LLC. The owner is an entity related to Mattamy Homes, a Canadian-based homebuilder. Mattamy acquired the majority of the overall RiverTown site from The St. Joe Company in April 2014 for a recorded consideration of \$43,600,000. As of this sale date, the bulk of the overall development site was vacant land although small portions of the master-planned community had been developed. Included in the 2014 sale was approximately 334 finished lots, along with the community's excess land which at the time had approvals for the development of over 4,000 residential units along with some

commercial development and supportive/common areas. There was an internal transfer involving the subject property in December 2017 which transferred the property from Mattamy Rivertown, LLC to Mattamy Jacksonville, LLC although this was reportedly the result of a company merger and was not an arm's length sale. Development of the RiverTown has historically utilized Community Development District (CDD) bonds. In March 2020 the Rivers Edge III Community Development District was established, and it encompasses approximately 990 acres which represented the bulk of the remaining vacant land planned for future development within RiverTown. Our understanding is that no bond debt has yet been issued to encumber the subject sites, although bonds may be issued in the future to assist with development of the subject sites and/or parent tract.

Three-Year Sales History

According to the public records of St. Johns County, there have not been any sales or transfers of the subject property within the past three years.

Subject Sale Status

It is our understanding that the subject sites are not actively listed for sale or under contract as of the effective date. The current plan is to use the subject sites as amenity/park sites for the overall community, although these uses could be relocated elsewhere within the larger development. If the subject sites are used for amenities and a park as planned, they will be sold and/or transferred to the CDD at a future date.

DEFINITIONS

This section summarizes the definitions of value, property rights appraised, and value scenarios that are applicable for this appraisal assignment. All other applicable definitions for this assignment are located in the Valuation Glossary section of the Addenda.

DEFINITIONS OF VALUE

Given the scope and intended use of this assignment, the following definition of value is applicable:

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple interest.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.²

¹ Office of Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C - Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.

² The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Chicago, Illinois, 2015

VALUE SCENARIOS**As-Is Value**

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.³

As previously noted, the respective value estimates assume that access and utilities will be directly available to the sites in the near future.

³ The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Chicago, Illinois, 2015

INTRODUCTION

The appraisal development and reporting processes requires gathering and analyzing information about those assignment elements necessary to properly identify the appraisal problem to be solved. The scope of work decision must include the research and analyses that are necessary to develop credible assignment results given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed. The scope of work for this appraisal assignment is outlined below:

- The appraisers analyzed the regional and local area economic profiles including employment, population, household income, and real estate trends. The local area was further studied to assess the general quality and condition, and emerging development trends for the real estate market. The immediate market area was inspected and examined to consider external influences on the subject.
- The appraisers confirmed and analyzed legal and physical features of the subject property including sizes of the site, flood plain data, seismic zone, zoning, easements and encumbrances, access and exposure of the site.
- The appraisers completed a land market analysis that included a review of recent market trends and value indicators. Conclusions were drawn regarding the subject property's competitive position given its physical and locational characteristics, the prevailing economic conditions and external influences.
- The appraisers conducted Highest and Best Use analysis and conclusions were drawn for the highest and best use of the subject property As-Vacant. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site.
- The appraisers confirmed and analyzed financial features of the subject property including potential entitlement issues, and tax and assessment records. This information as well as trends established by confirmed market indicators was used to forecast performance of the subject property.
- Selection of the valuation methods was based on the identifications required in USPAP relating to the intended use, intended users, definition and date of value, relevant property characteristics and assignment conditions. This appraisal developed the Sales Comparison Approach to value, which was adjusted and reconciled as appropriate. The appraisal develops an opinion of the As-Is Market Value of the subject property's fee simple interest.
- Reporting of this appraisal is in an Appraisal Report format as required in USPAP Standard 2. The appraiser's analysis and conclusions are summarized within this document.
- We understand the Competency Rule of USPAP and the authors of this report meet the standards.
- No one provided significant real property appraisal assistance to appraisers signing this certification.

SOURCES OF INFORMATION

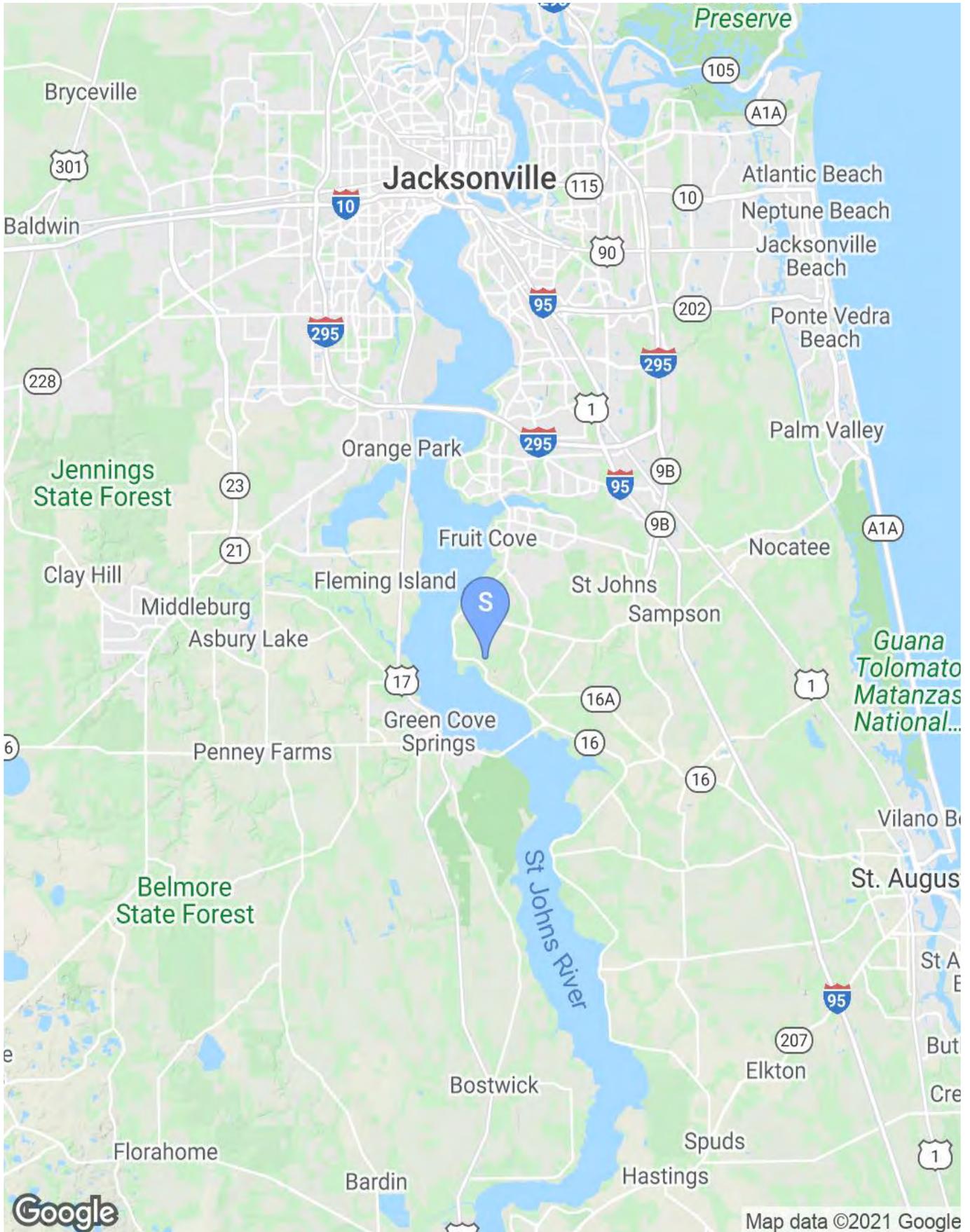
The following sources were contacted to obtain relevant information:

SOURCES OF INFORMATION	
ITEM	SOURCE
Tax Information	St. Johns County Tax Collector
Zoning Information	St. Johns County Zoning Code
Site Size Information	Information provided by owner
Flood Map	FEMA
Demographics	Pitney Bowes/Gadberry Group - GroundView®
Comparable Information	See Comparable Datasheets for details

SUBJECT PROPERTY INSPECTION

SUBJECT PROPERTY INSPECTION			
APPRAISER	INSPECTED	EXTENT	DATE OF INSPECTION
John Mullen, MAI	Yes	Site Only	February 24, 2021
Patrick R. Phipps, MAI	No	-	-

The subject sites do not currently have road access, so we were unable to reach the sites for a physical inspection. The southern subject parcel is just north of SR 13N although there is a vegetative buffer between the site and roadway. The properties will be accessed from within RiverTown, with an extension of a spine road underway and another roundabout just southwest of the sites in permitting. A general inspection was made of the overall boundaries of RiverTown, which included the nearest current access points.



INTRODUCTION

The Jacksonville MSA consists of Duval, Clay, St. Johns, Baker and Nassau Counties. The Greater Jacksonville Metropolitan Area, also called Greater Jacksonville and known for census purposes as the Jacksonville-Orange Park-St. John's, Florida Metropolitan Statistical Area, is a metropolitan area in the northeastern part of the U.S. state of Florida. It is the fourth largest metropolitan area in the state of Florida, behind the South Florida, Tampa Bay Area, and Greater Orlando metropolitan areas, and the 40th largest in the country.

According to the United States Census Bureau, the city has a total area of 874.3 square miles, making Jacksonville the largest city in land area in the contiguous United States; of this, 757.7 square miles (86.66%) is land and 116.7 square miles (13.34%) is water. The Atlantic Ocean lies to the east, along with the Jacksonville Beaches.



DEMOGRAPHIC ANALYSIS

The following is a demographic study of the region sourced by *Pitney Bowes/Gadberry Group - GroundView®*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of geographical areas. Demographic changes are often highly correlated to changes in the underlying economic climate. Periods of economic uncertainty necessarily make demographic projections somewhat less reliable than projections in more stable periods. These projections are used as a starting point, but we also consider current and localized market knowledge in interpreting them within this analysis. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

Population

According to Pitney Bowes/Gadberry Group - GroundView®, a Geographic Information System (GIS) Company, the Jacksonville metropolitan area had a 2020 total population of 1,583,815 and experienced an annual growth rate of 1.6%, which was higher than the Florida annual growth rate of 1.5%. The metropolitan area accounted for 7.3% of the total Florida population (21,789,922). Within the metropolitan area the population density was 464 people per square mile compared to the lower Florida population density of 384 people per square mile and the lower United States population density of 92 people per square mile.

POPULATION			
YEAR	US	FL	CBSA
2010 Total Population	308,745,538	18,801,310	1,345,596
2020 Total Population	330,412,290	21,789,922	1,583,815
2025 Total Population	341,167,877	23,332,593	1,705,111
2010 - 2020 CAGR	0.7%	1.5%	1.6%
2020 - 2025 CAGR	0.6%	1.4%	1.5%

Source: Pitney Bowes/Gadberry Group - GroundView®

POPULATION DENSITY			
YEAR	US	FL	CBSA
2020 Per Square Mile	92	384	464
2025 Per Square Mile	95	411	500

Source: Pitney Bowes/Gadberry Group - GroundView®

The 2020 median age for the metropolitan area was 38.63, which was 1.03% older than the United States median age of 38.24 for 2020. The median age in the metropolitan area is anticipated to grow by 0.45% annually, increasing the median age to 39.51 by 2025.

MEDIAN AGE			
YEAR	US	FL	CBSA
2020	38.24	42.27	38.63
2025	38.97	43.15	39.51
CAGR	0.38%	0.41%	0.45%

Source: Pitney Bowes/Gadberry Group - GroundView®

Education

The Duval County public school system, spanning kindergarten through 12th grade with 183 schools, is the 15th largest school district in the nation. The Southern Association of Colleges and Schools accredits every public school in the Duval County system. The State Department of Education certifies all teachers. An appointed superintendent chosen by an elected school board administers the countywide system. The current enrollment in the public system was 126,000 students with 8,441 teachers.

There are approximately 90 private elementary and secondary schools that operate in Jacksonville. They are diverse in nature, ranging from college preparatory institutions to programs designed for students with special needs such as learning disabilities. Various education councils and associations accredit most. Some, but not all, private schools are church-related.

Florida State College at Jacksonville is a four-year public institution that offers associate and undergraduate degrees at four area wide campuses. St. Johns River State College, the fastest-growing community college in Florida, has campuses in Orange Park, Palatka and St. Augustine. The college offers Associate of Arts and Associate of Science degrees in eleven different programs of study to over 7,000 full and part-time students. The University of North Florida (14,000 students) is a four year state supported institution that offers the bachelor's degree among a wide ranging curriculum and graduate degrees in selected subjects. There are several private four-year colleges in Jacksonville. They are Jacksonville University, Jones College and Edward Waters College.

Household Trends

The 2020 number of households in the metropolitan area was 618,742. The number of households in the metropolitan area is projected to grow by 1.5% annually, increasing the number of households to 665,587 by 2025. The 2020 average household size for the metropolitan area was 2.51, which was -2.68% smaller than the United States average household size of 2.58 for 2020. The average household size in the metropolitan area is anticipated to grow by 0.03% annually, raising the average household size to 2.52 by 2025.

NUMBER OF HOUSEHOLDS			
YEAR	US	FL	CBSA
2020	124,774,359	8,216,582	618,742
2025	128,904,424	8,612,023	665,587
CAGR	0.7%	0.9%	1.5%

Source: Pitney Bowes/Gadberry Group - GroundView®

AVERAGE HOUSEHOLD SIZE			
YEAR	US	FL	CBSA
2020	2.58	2.60	2.51
2025	2.58	2.66	2.52
CAGR	0.00%	0.45%	0.03%

Source: Pitney Bowes/Gadberry Group - GroundView®

The Jacksonville metropolitan area had 33.01% renter occupied units, compared to the higher 33.04% in Florida and the higher 34.78% in the United States.

HOUSING UNITS			
	US	FL	CBSA
Owner Occupied	65.22%	66.96%	66.99%
Renter Occupied	34.78%	33.04%	33.01%

Source: Pitney Bowes/Gadberry Group - GroundView®

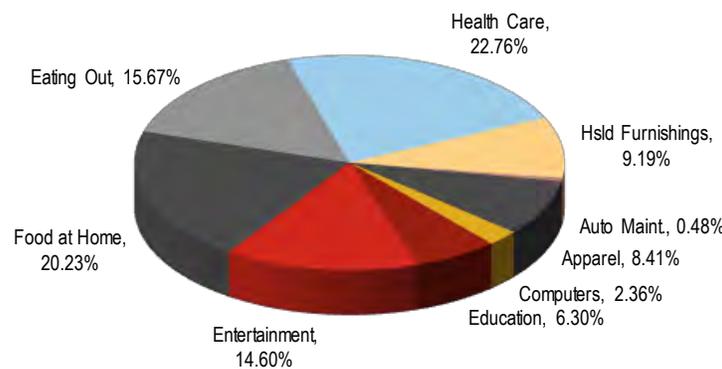
The 2020 median household income for the metropolitan area was \$61,299, which was -2.5% lower than the United States median household income of \$62,847. The median household income for the metropolitan area is projected to grow by 3.9% annually, increasing the median household income to \$74,361 by 2025.

As is often the case when the median household income levels are lower than the national average, the cost of living index is also lower. According to the American Chamber of Commerce Researchers Association (ACCRA) Cost of Living Index, the Jacksonville, FL MSA's cost of living is 91.1 compared to the national average score of 100. The ACCRA Cost of Living Index compares groceries, housing, utilities, transportation, health care and miscellaneous goods and services for over 300 urban areas.

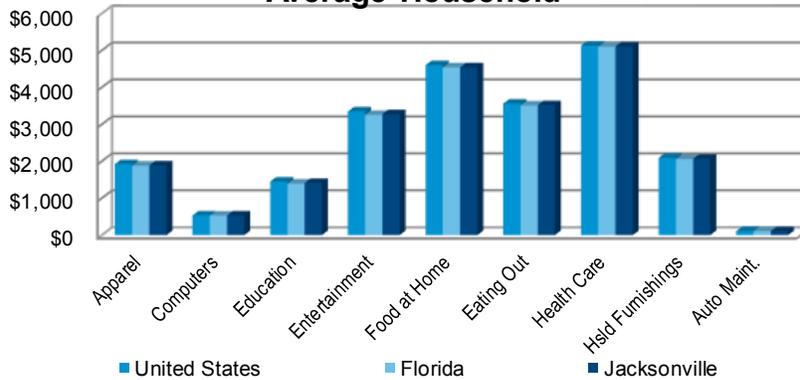
MEDIAN HOUSEHOLD INCOME			
YEAR	US	FL	CBSA
2020	\$62,847	\$55,985	\$61,299
2025	\$75,115	\$67,956	\$74,361
CAGR	3.6%	4.0%	3.9%

Source: Pitney Bowes/Gadberry Group - GroundView®

Consumer Spending Jacksonville



Consumer Spending Comparison Average Household

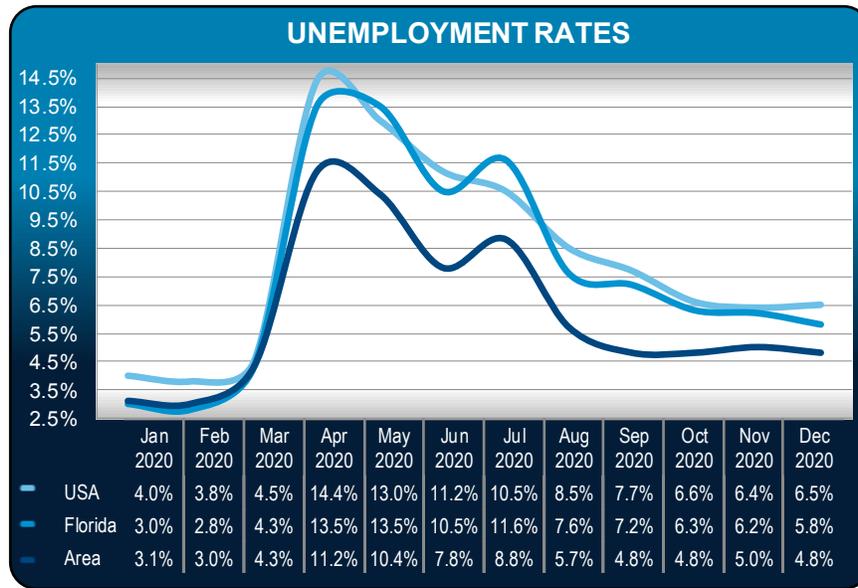


EMPLOYMENT

Total employment has increased annually over the past decade in the state of Florida by 2.3% and increased annually by 2.3% in the area. From 2018 to 2019 unemployment decreased in Florida by 0.5% and decreased by 0.4% in the area. In the state of Florida unemployment has decreased over the previous month by 0.4% and decreased by 0.2% in the area.

EMPLOYMENT & UNEMPLOYMENT STATISTICS 2010 - 2019							
TOTAL EMPLOYMENT					UNEMPLOYMENT RATE		
Year	Florida		Jacksonville, FL Metropolitan Statistical Area		United States*	Florida	Jacksonville, FL Metropolitan Statistical Area
	Total	% Δ Yr Ago	Total	% Δ Yr Ago			
2010	8,193,659	0.6%	622,208	1.5%	9.6%	11.1%	10.7%
2011	8,371,638	2.2%	633,405	1.8%	8.9%	10.0%	9.7%
2012	8,588,669	2.6%	646,370	2.0%	8.1%	8.5%	8.2%
2013	8,770,084	2.1%	659,773	2.1%	7.4%	7.2%	7.0%
2014	8,966,245	2.2%	670,631	1.6%	6.2%	6.3%	6.2%
2015	9,070,977	1.2%	680,220	1.4%	5.3%	5.5%	5.4%
2016	9,335,870	2.9%	701,068	3.1%	4.9%	4.8%	4.6%
2017	9,639,326	3.3%	728,247	3.9%	4.4%	4.2%	4.1%
2018	9,808,656	1.8%	743,987	2.2%	3.9%	3.6%	3.5%
2019	10,016,060	2.1%	760,810	2.3%	3.7%	3.1%	3.1%
CAGR	2.3%	-	2.3%	-	-	-	-

Source: U.S. Bureau of Labor Statistics *Unadjusted Non-Seasonal Rate



The preceding chart depicts unemployment trends in the Area, Florida and the U.S. Overall levels of unemployment in the Area experienced a general decline throughout 2019. By the end of April 2020, unemployment in the region has increased significantly due to the effects of the COVID 19 pandemic however, it was 2.3% lower than the State of Florida and 3.2% lower than the national average. Since peaking in April/May 2020, Florida and the Jacksonville area have begun trending back downward, and the Jacksonville area still report unemployment 1.0% below state levels.

TOP EMPLOYERS		
EMPLOYER NAME	EMPLOYEES	INDUSTRY
Naval Air Station Jacksonville	25,240	US Navy
Duval County Public Schools	14,480	Education
Naval Station Mayport	9,000	US Navy
City of Jacksonville	8,820	Municipal Government
Baptist Health	11,000	Healthcare
Bank of America Merrill Lynch	8,000	Financial Services
Florida Blue	7,000	Insurance
Mayo Clinic	6,000	Healthcare
Southeastern Grocers	5,700	Grocery
Ascension St. Vincents	5,300	Healthcare
Citi	4,500	Financial Services
Amazon	4,300	Distribution
JPMorgan Chase	3,900	Financial Services
UF Health	3,600	Healthcare
Wells Fargo	3,500	Financial Services
AT&T	2,600	Communications
Black Knight Financial	2,400	Financial Services
UPS	2,300	Distribution & Logistics
Deutsche Bank	2,250	Financial Services
Brooks Rehabilitation	2,000	Healthcare
Johnson & Johnson Vision Care	2,000	Healthcare

Source: JAX USA Partnership - June 1, 2020

The military has a significant presence in Jacksonville and one of the largest economic impacts on the area. Healthcare and Financial Services are among the top private employment categories in the MSA. Industrial employers in industries such as transportation, distribution, and logistics are increasing their presence in the

area with the growth of the Port and the re-purposing of the former Naval Air Station Cecil field into an industrial commerce center.

MILITARY

Jacksonville is a major base of operation for the U.S. Navy, providing an estimated \$3 billion annual impact on the local economy. Nearly 34,000 active duty military personnel and civilians are employed. With its annual payroll of an estimated \$200 million, the military has come to be an important source of business for local retailers. The housing market and the school system have also felt the influence of the military.

There are two naval installations in Jacksonville. Naval Station, Mayport, is located in the northeast corner of Duval County at the mouth of the St. Johns River. It is the Navy's fourth largest homeport with more than thirty ships. Naval Air Station, Jacksonville, is located about 7 miles south of the downtown area. It houses a majority of the Atlantic Fleet's airborne antisubmarine warfare forces.

The construction of the Kings Bay Submarine Base in Kingsland, Georgia has impacted the Jacksonville area in terms of new residents, jobs and housing. The mission of the base is to support Trident Submarine East Coast Operations. The base was largely completed in 1993. This \$1.3 billion project included construction of facilities to support one squadron of Trident submarines, including facilities for crew training, weapons handling and storage, submarine maintenance and repair, and personnel support. The first Trident Submarine USS Tennessee arrived Jan. 15, 1989. Tennessee was followed by several other Trident submarines. The base encompasses approximately 16,000 acres. Military and civilian personnel, including contract personnel, number more than 9,000.

JACKSONVILLE AREA TRANSPORTATION

Roadway Transportation

Interstate Highways 10 and 95 intersect in Jacksonville, creating the busiest intersection in the region with 200,000 vehicles each day. Interstate 10 ends at this intersection (the other end of Interstate 10 being in Santa Monica, California). The eastern terminus of US-90 is in nearby Jacksonville Beach near the Atlantic Ocean. Additionally, several other roads as well a major local expressway, J. Turner Butler Boulevard (SR 202) also connect Jacksonville to the beaches. Interstate 95 has a bypass route, with I-295, which bypasses the city. The eastern leg of this roadway was completed in 2010, so that the roadway completely encircles the city. The eastern leg of this roadway was formerly known as State Road 9A and has been changed to Interstate 295 for conformity.

Air Transportation

Airports in Jacksonville are managed by the Jacksonville Aviation Authority (JAA). The commercial passenger facility is Jacksonville International Airport on the Northside. Smaller planes can fly to Craig Municipal Airport in Arlington and Herlong Airport on the Westside. The JAA also operates Cecil Field, the former NAS airfield at Cecil Commerce Center that is intended for the aerospace and manufacturing companies located there. Traffic declined in 2017 before rebounding in 2018. Enplanements in 2019 have reportedly set a new record.

The following chart summarizes the local airport statistics.

JACKSONVILLE INTERNATIONAL AIRPORT (JAX)		
YEAR	ENPLANED PASSENGERS	% CHG
2012	2,613,128	-
2013	2,564,883	(1.8%)
2014	2,621,650	2.2%
2015	2,763,518	5.4%
2016	2,799,363	1.3%
2017	2,701,861	(3.5%)
2018	3,135,508	16.0%
2019	3,467,422	10.6%

Source: U.S. Department of Transportation

Rail Transportation

Jacksonville is the headquarters of two significant freight railroads. CSX Transportation owns a large building on the downtown riverbank that is a significant part of the skyline. Florida East Coast Railway also calls Jacksonville home. Norfolk Southern Railway is another freight railroad serving Jacksonville. Mainly transporting intermodal containers for points south into Florida. Amtrak serves Jacksonville by the daily *Silver Meteor* and *Silver Star* long distance trains. The current station is situated on Clifford Lane in the northwest section of the city. Jacksonville was also served by the thrice-weekly *Sunset Limited* and the daily *Silver Palm*. Service on the *Silver Palm* was cut back to Savannah, Georgia in 2002. The *Sunset Limited* route was truncated at San Antonio, Texas as a result of the track damage in the Gulf Coast area caused by Hurricane Katrina on August 28, 2005. Service was restored as far east as New Orleans by late October 2005, but Amtrak has opted not to fully restore service into Florida. This appears to be more of a managerial and political issue than a physical one. Advocates for the train's restoration have pointed to revenue figures for Amtrak's fiscal year 2004 (the last full year of coast-to-coast *Sunset Limited* service), noting that the Orlando-New Orleans segment accounted for 41% of the *Sunset's* revenue.

INDUSTRY

Jacksonville's location on the St. Johns River and the Atlantic Ocean was providential in the growth of the city and its industry. The largest city in the state, it is also the largest deep water port in the south (as well as the second largest port on the U.S. East Coast) and a leading port in the U.S. for automobile imports, as well as the leading transportation and distribution hub in the state. However, the strength of the city's economy lies in its broad diversification. The area's economy is balanced among distribution, financial services, biomedical technology, consumer goods, information services, manufacturing, insurance and other industries.

JACKSONVILLE PORT AUTHORITY

The Jacksonville Port Authority (JAXPORT) was created in 1963 by the State Legislature to operate as a local, public and independent authority of the City of Jacksonville. While the Port Authority was originally created to manage Jacksonville's public ship terminals, the city's aviation assets were transferred to JAXPORT in 1968.

JAXPORT now owns and operates Jacksonville's four airports and three public marine terminals. These six facilities include Jacksonville International Airport, Craig Airport, Herlong Airport, Cecil Field, the Blount Island Marine Terminal, the Talleyrand Marine Terminal, and the Ed Austin Terminal on Dames Point. JAXPORT develops, manages and markets these publicly-owned facilities to promote the growth of maritime, aviation and related industries in Jacksonville and Northeast Florida.

Jacksonville Port - Jacksonville has developed into a thriving port for the distribution of manufactured goods and raw materials. Its harbor handles more waterborne commerce than any other Atlantic port in the southeast United States. Approximately 5,000,000 tons of marine cargo is annually moved through Jacksonville. Major exports

include paper products, clay, scrap metals, phosphate, peanuts, wood pulp, citrus and general consumer goods. Major imports include automobiles, lumber, steel, coffee and bulk commodities.

Jacksonville is one of the three largest ports in the United States for automobile imports. Recently, American-built vehicles have been exported from Jacksonville. The terminals are covered under JAXPORT's Foreign Trade Zone No. 64 license and can be activated for qualified users.

BLOUNT ISLAND MARINE TERMINAL

Located just nine miles from the Atlantic Ocean, the Blount Island Marine Terminal is the largest of JAXPORT's three maritime terminals. This 754-acre facility is JAXPORT's largest container facility, handling 80% of all container cargo at the port, but also processes Ro/Ro, heavy lift, breakbulk and liquid bulk cargoes. Blount Island has more than 6,630 linear feet of berthing space with 38 feet of deep water in the main channel.

After a decade of study, independent review, public input and full regulatory approval, contractors for the U.S. Army Corps of Engineers today began the Jacksonville Harbor Deepening project to take the federal shipping channel to a depth of 47 feet. The Dutra Group was recently awarded the contract to construct the project's first three mile segment. Once completed, the additional 7 feet of water depth will allow the largest container cargo ships to call on JAXPORT more fully loaded. The terminal dedicates more than 150 acres to container storage, and 240,000-square feet of dockside transit shed to house commodities such as liner board, wood pulp and other cargoes in need of warehousing. In addition to containerized cargo and automobiles, shippers import and export recreational boats, paper, tractors and general cargo through Blount Island. To help speed both ships and cargo on their way, JAXPORT deploys nine cranes on the island, including eight container cranes. The efficient movement of cargo is facilitated by the terminal's on-dock rail served directly by CSX Corporation.

ED AUSTIN MARINE TERMINAL

Businesses take advantage of JAXPORT's Ed Austin Marine Terminal on Dames Point, the Port Authority's third and newest marine facility. This 91-acre terminal is located on more than 530 acres of land owned by the Port Authority on Dames Point, located about one mile west of JAXPORT's Blount Island Marine terminal and only 10 miles from the open sea. The entire terminal fronts on the harbor's 38-foot deep channel and offers 1,200 feet of fendered berth. The Dames Point Terminal has excellent interstate access via I-295 and Interstate 95 leading to Heckscher Drive (State Road 105).

TALLEYRAND MARINE TERMINAL

Located just 21 nautical miles from the Atlantic Ocean on the St. Johns River, Talleyrand Marine Terminal majors in South American and Caribbean containerized cargo. Breakbulk commodities such as steel and paper are also handled at the terminal, as are imported automobiles, frozen and chilled goods and liquid bulk commodities. Dockside at JAX Cold Storage Facilities, there is 80,000-square-foot of freezer/cooler space, 40,000-square feet of refrigerated (cooler) warehouse and 40,000 square feet of dry cargo space.

Currently, Talleyrand occupies 173 acres with 4,780 linear feet of 36-foot-deep berthing space. The terminal has a full complement of cargo handling equipment, including four, 40-ton Panamax container cranes; one 28-ton whirly crane; and one 100-ton multi-purpose, level luffing gantry whirly crane.

Talleyrand's on-dock rail facilities are run by Talleyrand Terminal Railroad, Inc., which provides direct switching services 24 hours a day, seven days a week from Norfolk Southern and CSX. The terminal also is within easy reach of Florida East Coast Railway's intermodal ramp. As part of JAXPORT's five-year marine terminal expansion effort, the Port Authority is working to expand and modernize Talleyrand's facilities.

AREA HEALTHCARE FACILITIES IN EXPANSION

Healthcare continues to be a driving force in Northeast Florida's economy, building new facilities, expanding existing ones and adding jobs in the past year. Mayo Clinic is the anchor of Jacksonville's healthcare industry but growth is widespread. Related medical research and development has flourished recently too with researchers at the Mayo Clinic having identified the DNA sequences associated with Lou Gehrig's disease, laying the groundwork for more research, treatment options and clinical trials.

Baptist MD Anderson Cancer Center opened in 2015 in Jacksonville with its new facility being opened at the end of 2018. Baptist MD Anderson Cancer Center combines the clinical breakthroughs of the number one cancer center in America and the full resources of North Florida's largest health system. The doctors and team in Jacksonville provide access to the latest clinical trials, innovative technologies, and new targeted therapies, combined with holistic support for every aspect of care including nutritional guidance, genetic counseling, art therapy, physical therapy and yoga. The new center features award-winning design, views of the St. Johns River, and patient-centered services in a single location.

RECREATION

The Atlantic Ocean is about 18 miles east of downtown Jacksonville, with miles of beautiful beaches. This amenity offers plenty of opportunity for area residents to enjoy sunning, surfing, swimming and fishing. Miles of protected waters permit boaters to utilize the Intracoastal Waterway and the St. Johns River.

The Association of Tennis Professionals (ATP) Tour and the Professional Golf Association (PGA) Tour world headquarters are both located in Ponte Vedra Beach in northeast St. Johns County, about 35 miles south of downtown Jacksonville. Each March, the world's best professional golfers compete in the PGA's Players Championship. The tournament is ranked among the top three professional competitions in golf.

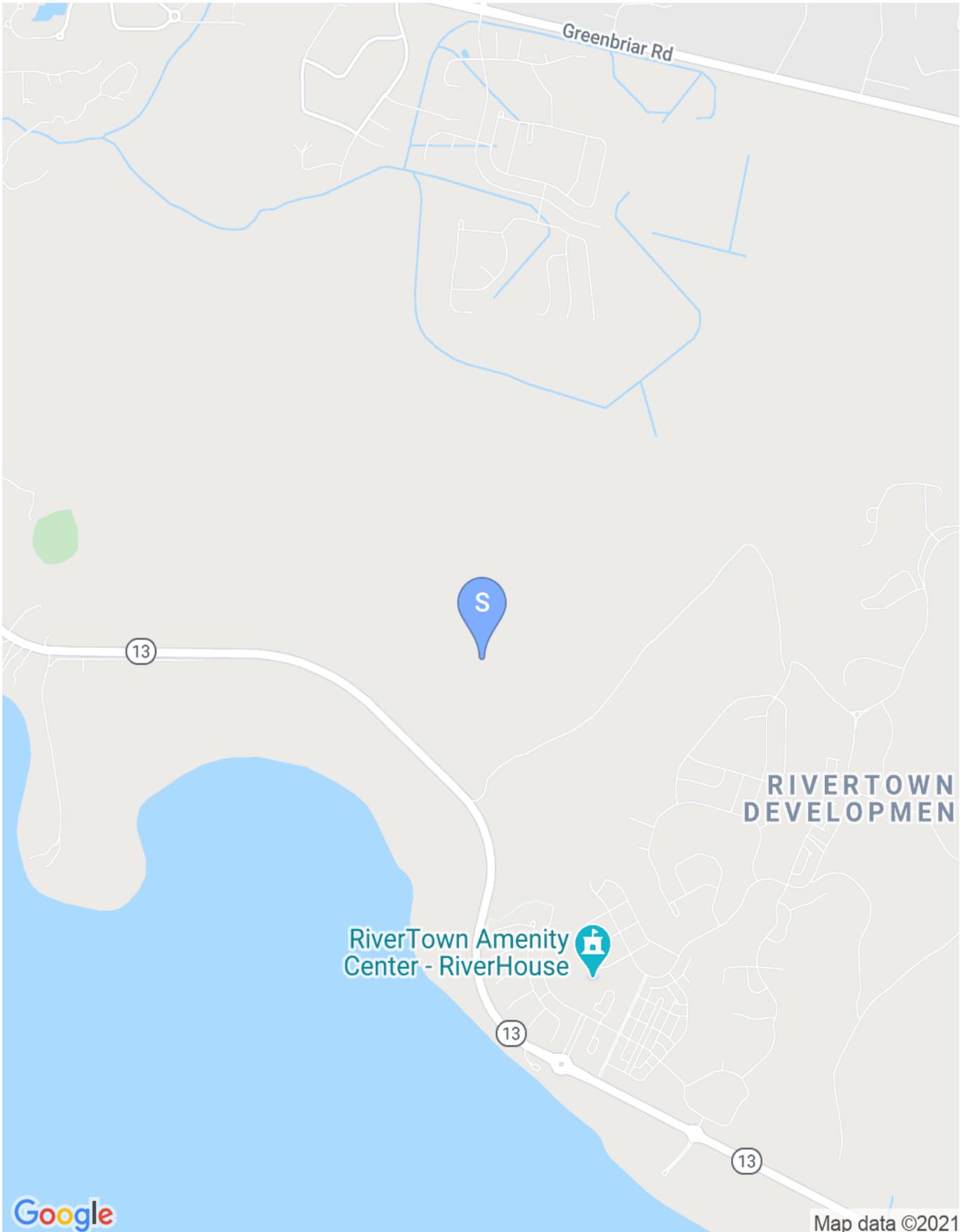
The National Football League awarded Jacksonville with a professional team and it began play in 1995 at the Gator Bowl. The team is known as the Jacksonville Jaguars. The TIAA stadium was built in the CBD for the Jaguars and other entertainment uses. Jacksonville sports also include the Baseball Grounds of Jacksonville, home of the professional Jacksonville Jumbo Shrimp (AA baseball team for the Miami Marlins) and Veterans Memorial Coliseum, which hosts a variety of sports and entertainment events.

CULTURE

The Jacksonville Symphony Orchestra conducts more than 130 performances each year. Several ballet companies offer regular performances. The nation's oldest continually active theatre group, Theatre Jacksonville, is one of several drama companies active in the community. The free Jacksonville Jazz Festival, staged each autumn at downtown Metropolitan Park, attracts thousands of fans each year. Three Jacksonville museums offer widely varying exhibits and programs. The Jacksonville Zoo is home to more than 200 species of animal life and one of the South's best collections of rare waterfowl.

SUMMARY

After weathering the slowdown in financial services during the recession, Jacksonville is back on track for sustained growth. Near-term expansion has been fueled by the rebound in finance, insurance and real estate, and the metro area should continue to grow in step with the state over the next five years. Increased foreign trade will be an intermediate source of job growth. Jacksonville's low cost of living and a very highly educated population will continue to position the region in a stable economic climate. The climate and general affordable cost of living make the area a desirable place to live. Many corporate headquarters call Jacksonville home and new companies are expanding in the area. Notwithstanding the effects of the COVID-19 pandemic, the area's above-average population gains and a skilled workforce relative to the region will enable the area to outperform the U.S. in the longer term.



INTRODUCTION

In this section of the report, we provide details about the local area and describe the influences that bear on the real estate market as well as the subject property. A map of the local area is presented on the prior page. Below are insights into the local area based on fieldwork, interviews, demographic data and experience working in this market.

LOCAL AREA PROFILE

The subject property is in St. Johns, Florida, within St. Johns County. St. Johns is an unincorporated community in the northern portion of the county, between Jacksonville and St. Augustine. St. Johns is bordered by the St. Johns River to the west. Interstate 95 passes approximately three miles east of St. Johns. The general area is suburban in nature and will be discussed in the following section.

DEMOGRAPHIC PROFILE

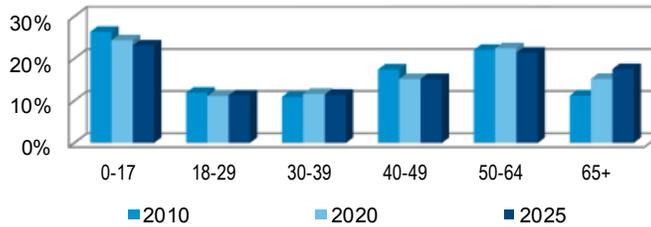
Below is a demographic study of the area, sourced by *Pitney Bowes/Gadberry Group - GroundView®*, an on-line resource center that provides information used to analyze and compare the past, present, and future trends of properties and geographical areas. Please note that our demographics provider sets forth income projections in constant dollars which, by definition, reflect projections after adjustment for inflation. We are aware of other prominent demographic data providers that project income in current dollars, which do not account for inflation. A simple comparison of projections for a similar market area made under the constant and current dollar methodologies can and likely will produce data points that vary, in some cases, widely. Further, all forecasts, regardless of demographer methodology(ies), are subjective in the sense that the reliability of the forecast is subject to modeling and definitional assumptions and procedures.

LOCAL AREA DEMOGRAPHICS

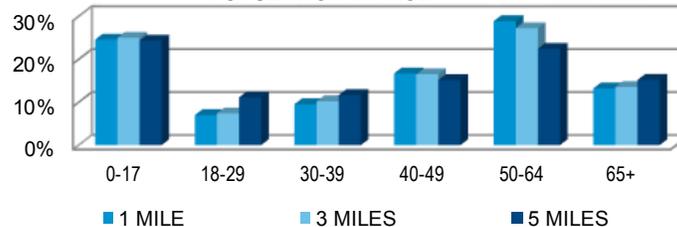
DESCRIPTION	1 MILE	3 MILES	5 MILES	DESCRIPTION	1 MILE	3 MILES	5 MILES
POPULATION				AVERAGE HOUSEHOLD INCOME			
2000 Population	425	722	14,776	2020	\$173,778	\$167,596	\$126,679
2010 Population	1,008	1,836	22,757	2025	\$205,014	\$198,477	\$153,784
2020 Population	2,841	4,558	34,227	Change 2020-2025	17.97%	18.43%	21.40%
2025 Population	3,660	5,784	39,989	MEDIAN HOUSEHOLD INCOME			
Change 2000-2010	137.18%	154.29%	54.01%	2020	\$128,408	\$125,068	\$94,430
Change 2010-2020	181.85%	148.26%	50.40%	2025	\$157,382	\$150,929	\$115,538
Change 2020-2025	28.83%	26.90%	16.83%	Change 2020-2025	22.56%	20.68%	22.35%
POPULATION 65+				PER CAPITA INCOME			
2010 Population	81	160	2,556	2020	\$57,143	\$55,381	\$43,426
2020 Population	376	618	5,209	2025	\$66,921	\$65,072	\$51,999
2025 Population	616	980	7,014	Change 2020-2025	17.11%	17.50%	19.74%
Change 2010-2020	364.20%	286.25%	103.79%	2020 HOUSEHOLDS BY INCOME			
Change 2020-2025	63.83%	58.58%	34.65%	<\$15,000	0.0%	0.6%	5.9%
NUMBER OF HOUSEHOLDS				\$15,000-\$24,999	1.4%	1.7%	5.9%
2000 Households	149	249	5,164	\$25,000-\$34,999	2.8%	3.4%	5.2%
2010 Households	351	633	7,836	\$35,000-\$49,999	1.1%	2.1%	6.7%
2020 Households	973	1,523	11,304	\$50,000-\$74,999	11.9%	12.6%	17.1%
2025 Households	1,244	1,915	13,019	\$75,000-\$99,999	19.6%	18.3%	11.8%
Change 2000-2010	135.57%	154.22%	51.74%	\$100,000-\$149,999	23.9%	23.1%	18.8%
Change 2010-2020	177.21%	140.60%	44.26%	\$150,000-\$199,999	11.5%	12.3%	13.3%
Change 2020-2025	27.85%	25.74%	15.17%	\$200,000 or greater	27.9%	26.0%	15.2%
HOUSING UNITS (2020)				MEDIAN HOME VALUE			
Owner Occupied	921	1,433	9,673	\$438,265	\$395,928	\$304,992	
Renter Occupied	43	89	1,686	AVERAGE HOME VALUE			
HOUSING UNITS BY YEAR BUILT				\$611,544			
Built 2010 or later	251	363	1,759	HOUSING UNITS BY UNITS IN STRUCTURE			
Built 2000 to 2009	396	674	3,966	1, detached	964	1,490	10,145
Built 1990 to 1999	163	252	2,308	1, attached	0	7	113
Built 1980 to 1989	71	108	1,266	2	0	0	22
Built 1970 to 1979	14	22	742	3 or 4	0	3	164
Built 1960 to 1969	41	56	537	5 to 9	0	3	229
Built 1950 to 1959	16	21	457	10 to 19	0	0	117
Built 1940 to 1949	0	0	120	20 to 49	0	1	28
Built 1939 or earlier	21	27	150	50 or more	0	1	36
				Mobile home	0	17	505
				Boat, RV, van, etc.	0	0	0

Source: Pitney Bowes/Gadberry Group - GroundView®

POPULATION GROWTH BY AGE - 5 MILES



POPULATION BY AGE



Transportation Routes

Major traffic arteries are shown in the chart below:

MAJOR ROADWAYS & THOROUGHFARES			
HIGHWAY	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
Interstate 95	east	Interstate Highway	This is within 10 miles of the subject property.
Interstate 295	north	Outerbelt	This is within 10 miles of the subject property.
SURFACE STREETS	DIRECTION	FUNCTION	DISTANCE FROM SUBJECT
Longleaf Pine Parkway	east	Secondary Arterial	The overall community fronts this street.
SR 13	west	Secondary Arterial	The overall community fronts this street.

Public Transportation is not available near the subject property.

Economic Factors

St. Johns County is a suburban community within the Jacksonville metropolitan area. Due to the residential nature of the community, there is a high dependency on revenue generated by residential property taxes, and the influence exerted by the regional economy. The local economy relies on retail services, and small office properties. St. Johns' economy is heavily influenced by growth of the St. Augustine-Jacksonville corridor and expanding employment opportunities in the healthcare, tourism, and government services sectors.

Community Services

Community services and facilities are readily available in the surrounding area. These include public services such as fire stations, hospitals, police stations, and schools (all ages). The subject property is located in the St. Johns County School District. The area is known as having one of the best public school systems in the state, which has been one of the factors that has historically made the area desirable for new development. GreatSchools.org is an on-line tool that rates every school on a scale of one to ten based on test scores. They also track parents rating of the school on a one to five scale. The following chart details the ratings of schools nearest to the subject.

HIGH SCHOOLS							
HIGH SCHOOLS	GREATSCHOOLS RATING	PARENT RATING	SCHOOL TYPE	GRADES SERVED	DISTANCE FROM SBJ.	CITY LOCATION	TOTAL ENROLLMENT
Bartram Trail High School	8	4	public	9-12	2.14 miles	St. Johns	2,487
St Johns Classical Academy	4	-	charter	PK-12	4.07 miles	Fleming Island	351
Crossroads Christian School	-	-	private	K-12	4.66 miles	een Cove Sprin	35
Fleming Island High School	9	3	public	PK-12	4.69 miles	Orange Park	2,203
Center Academy-Julington Creek	-	4	private	4-12	4.96 miles	Jacksonville	76
Creekside High School	9	4	public	9-12	5.00 miles	St. Johns	2,127
Cha Educational Testing & Tutoring C	-	-	private	K-12	5.09 miles	een Cove Sprin	-
St Jude Academy	-	-	private	4-10	5.09 miles	een Cove Sprin	-
Congregational Holiness Church Sch	-	-	private	K-12	5.13 miles	een Cove Sprin	14
R. C. Bannerman Learning Center	-	3	public	PK-12	5.16 miles	een Cove Sprin	156

Source: GreatSchools.org

IMMEDIATE AREA PROFILE

This section discusses uses and development trends in the immediate area that directly impact the performance and appeal of the subject property.

Boundaries

The subject is within northwestern St. Johns County approximately seven miles south of the St. Johns/Duval County line. The boundaries of the market area are construed as follows.

North Interstate 295

South S.R. 16

East Interstate 95

West St. Johns River

Residential Development

The subject has a desirable location in northwestern St. Johns County. The area is known for having some of the best public schools in the state, which has been one of the driving forces behind recent growth. The area is suburban in character and approximately 50-75% developed. Single-family subdivisions represent the majority of development in the immediate area, with homes on larger individual parcels also being common. Home pricing in the immediate area generally ranges from the \$200,000s to \$800,000+.

The following chart shows the number of single-family residential building permits issued in St. Johns County each year since 2010; the 2020 figures are through year-end but have not been finalized.

St. Johns County Annual Single-Family Permits

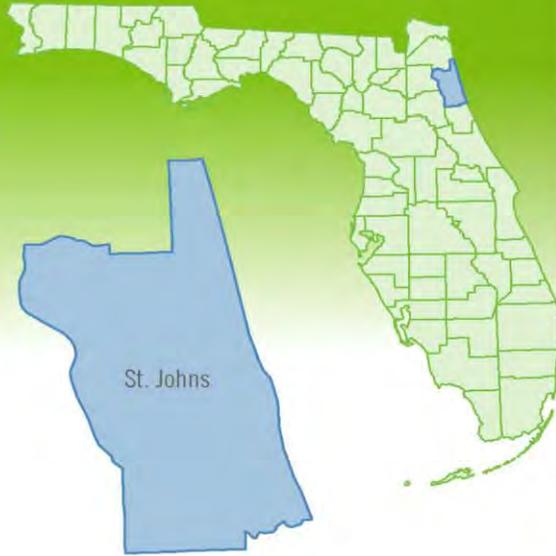
Area	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Marineland	0	0	0	0	0	0	0	0	0	0	0
St. Augustine Beach	9	17	45	37	42	49	46	24	43	41	22
St. Augustine	16	28	38	49	59	84	36	72	71	218	84
Unincorporated	1,119	1,367	2,071	2,707	2,557	2,777	3,391	4,329	4,565	4,254	4,944
Total	1,144	1,412	2,154	2,793	2,658	2,910	3,473	4,425	4,679	4,513	5,050
Growth from previous year	5.73%	23.43%	52.55%	29.67%	-4.83%	9.48%	19.35%	27.41%	5.74%	-3.55%	11.90%

Source: <http://socds.huduser.org/permits/index.html>

As can be seen above, the number of permits issued annually has increased each year with the exception of 2014 and 2019. The preliminary 2020 number of permits issued was 5,050 which represents nearly a 12% increase over the 2019 level even through COVID-19.

Additional information on the St. Johns County single-family residential market as provided by the MLS is shown on the following pages. This information indicates that the market continues to strengthen despite the coronavirus pandemic. Nearly every indicator shows improvement from a year ago as both prices and sales volume continue to increase with decreased supply available in the market.

Monthly Market Detail - January 2021
Single Family Homes
St. Johns County



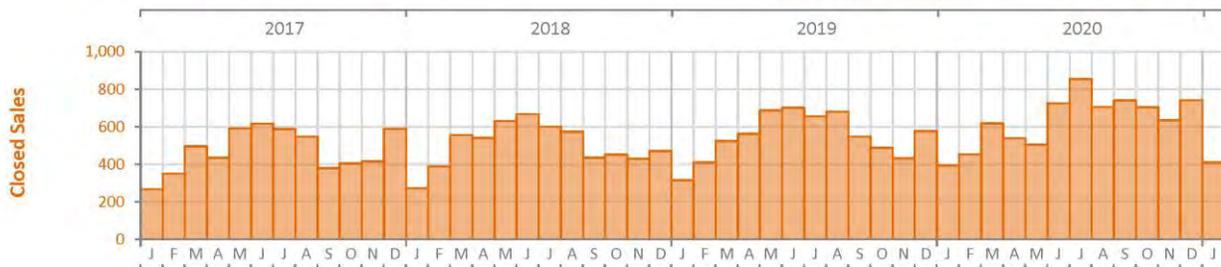
Summary Statistics	January 2021	January 2020	Percent Change Year-over-Year
Closed Sales	410	393	4.3%
Paid in Cash	84	72	16.7%
Median Sale Price	\$390,000	\$349,990	11.4%
Average Sale Price	\$504,476	\$429,241	17.5%
Dollar Volume	\$206.8 Million	\$168.7 Million	22.6%
Median Percent of Original List Price Received	99.8%	96.5%	3.4%
Median Time to Contract	35 Days	72 Days	-51.4%
Median Time to Sale	80 Days	116 Days	-31.0%
New Pending Sales	620	576	7.6%
New Listings	560	663	-15.5%
Pending Inventory	1,111	783	41.9%
Inventory (Active Listings)	855	2,094	-59.2%
Months Supply of Inventory	1.3	3.8	-65.8%

Closed Sales

The number of sales transactions which closed during the month

Economists' note: Closed Sales are one of the simplest—yet most important—indicators for the residential real estate market. When comparing Closed Sales across markets of different sizes, we recommend comparing the percent changes in sales rather than the number of sales. Closed Sales (and many other market metrics) are affected by seasonal cycles, so actual trends are more accurately represented by year-over-year changes (i.e. comparing a month's sales to the amount of sales in the same month in the previous year), rather than changes from one month to the next.

Month	Closed Sales	Percent Change Year-over-Year
Year-to-Date	410	4.3%
January 2021	410	4.3%
December 2020	742	28.8%
November 2020	635	47.0%
October 2020	704	44.3%
September 2020	740	35.3%
August 2020	706	3.7%
July 2020	854	30.2%
June 2020	725	3.4%
May 2020	504	-26.7%
April 2020	539	-4.1%
March 2020	618	17.9%
February 2020	453	10.5%
January 2020	393	24.8%



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Monthly Market Detail - January 2021
Single Family Homes
St. Johns County



Median Sale Price

The median sale price reported for the month (i.e. 50% of sales were above and 50% of sales were below)

Economists' note: Median Sale Price is our preferred summary statistic for price activity because, unlike Average Sale Price, Median Sale Price is not sensitive to high sale prices for small numbers of homes that may not be characteristic of the market area. Keep in mind that median price trends over time are not always solely caused by changes in the general value of local real estate. Median sale price only reflects the values of the homes that sold each month, and the mix of the types of homes that sell can change over time.

Month	Median Sale Price	Percent Change Year-over-Year
Year-to-Date	\$390,000	11.4%
January 2021	\$390,000	11.4%
December 2020	\$385,000	6.2%
November 2020	\$390,000	11.5%
October 2020	\$385,000	9.9%
September 2020	\$375,000	7.1%
August 2020	\$382,725	10.1%
July 2020	\$393,990	11.0%
June 2020	\$367,500	2.1%
May 2020	\$355,010	-1.2%
April 2020	\$350,000	2.9%
March 2020	\$345,000	2.2%
February 2020	\$353,000	6.3%
January 2020	\$349,990	11.1%

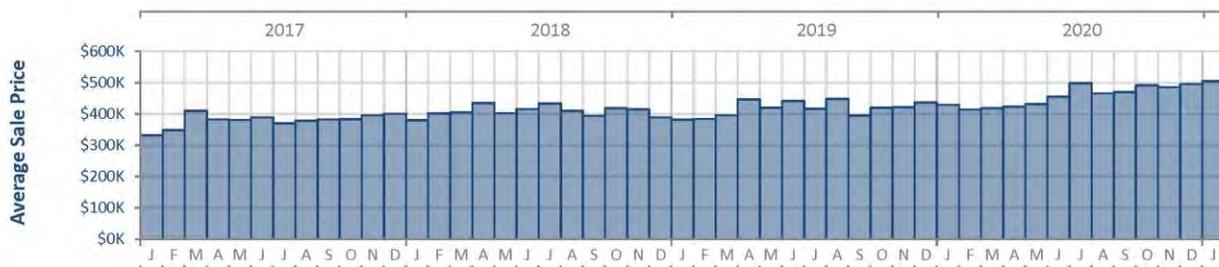


Average Sale Price

The average sale price reported for the month (i.e. total sales in dollars divided by the number of sales)

Economists' note: Usually, we prefer Median Sale Price over Average Sale Price as a summary statistic for home prices. However, Average Sale Price does have its uses—particularly when it is analyzed alongside the Median Sale Price. For one, the relative difference between the two statistics can provide some insight into the market for higher-end homes in an area.

Month	Average Sale Price	Percent Change Year-over-Year
Year-to-Date	\$504,476	17.5%
January 2021	\$504,476	17.5%
December 2020	\$495,785	13.5%
November 2020	\$485,241	15.1%
October 2020	\$491,768	17.1%
September 2020	\$470,139	19.1%
August 2020	\$465,322	3.8%
July 2020	\$497,835	19.5%
June 2020	\$454,488	2.9%
May 2020	\$431,217	2.7%
April 2020	\$423,147	-5.2%
March 2020	\$417,882	5.6%
February 2020	\$413,914	7.7%
January 2020	\$429,241	12.4%



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Single Family Homes
St. Johns County

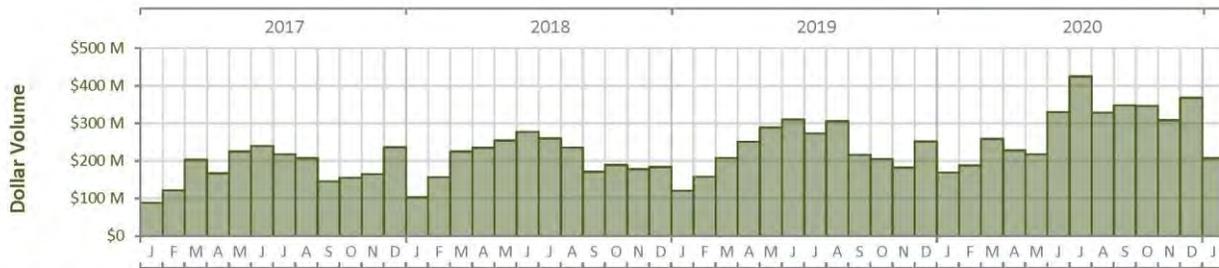


Dollar Volume

The sum of the sale prices for all sales which closed during the month

Economists' note: Dollar Volume is simply the sum of all sale prices in a given time period, and can quickly be calculated by multiplying Closed Sales by Average Sale Price. It is a strong indicator of the health of the real estate industry in a market, and is of particular interest to real estate professionals, investors, analysts, and government agencies. Potential home sellers and home buyers, on the other hand, will likely be better served by paying attention to trends in the two components of Dollar Volume (i.e. sales and prices) individually.

Month	Dollar Volume	Percent Change Year-over-Year
Year-to-Date	\$206.8 Million	22.6%
January 2021	\$206.8 Million	22.6%
December 2020	\$367.9 Million	46.2%
November 2020	\$308.1 Million	69.2%
October 2020	\$346.2 Million	68.9%
September 2020	\$347.9 Million	61.1%
August 2020	\$328.5 Million	7.6%
July 2020	\$425.2 Million	55.6%
June 2020	\$329.5 Million	6.5%
May 2020	\$217.3 Million	-24.8%
April 2020	\$228.1 Million	-9.1%
March 2020	\$258.3 Million	24.5%
February 2020	\$187.5 Million	19.0%
January 2020	\$168.7 Million	40.3%

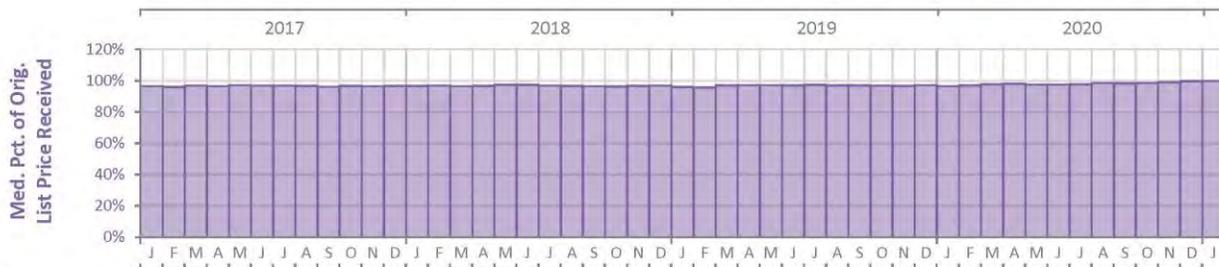


Median Percent of Original List Price Received

The median of the sale price (as a percentage of the original list price) across all properties selling during the month

Economists' note: The Median Percent of Original List Price Received is useful as an indicator of market recovery, since it typically rises as buyers realize that the market may be moving away from them and they need to match the selling price (or better it) in order to get a contract on the house. This is usually the last measure to indicate a market has shifted from down to up, so it is what we would call a *lagging* indicator.

Month	Med. Pct. of Orig. List Price Received	Percent Change Year-over-Year
Year-to-Date	99.8%	3.4%
January 2021	99.8%	3.4%
December 2020	99.7%	2.7%
November 2020	98.9%	2.4%
October 2020	98.4%	1.7%
September 2020	98.3%	1.4%
August 2020	98.5%	1.7%
July 2020	97.7%	0.4%
June 2020	97.5%	0.5%
May 2020	97.5%	0.4%
April 2020	97.9%	0.8%
March 2020	97.6%	0.6%
February 2020	97.0%	1.5%
January 2020	96.5%	0.6%



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Monthly Market Detail - January 2021
Single Family Homes
St. Johns County

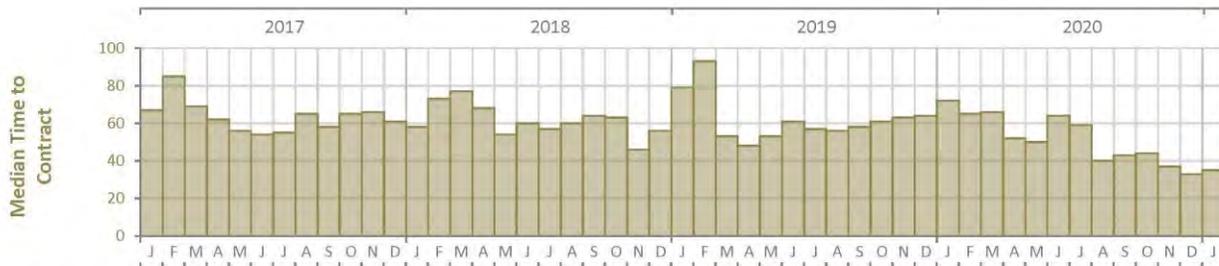


Median Time to Contract

The median number of days between the listing date and contract date for all Closed Sales during the month

Economists' note: Like Time to Sale, Time to Contract is a measure of the length of the home selling process calculated for sales which closed during the month. The difference is that Time to Contract measures the number of days between the initial listing of a property and the signing of the contract which eventually led to the closing of the sale. When the gap between Median Time to Contract and Median Time to Sale grows, it is usually a sign of longer closing times and/or declining numbers of cash sales.

Month	Median Time to Contract	Percent Change Year-over-Year
Year-to-Date	35 Days	-51.4%
January 2021	35 Days	-51.4%
December 2020	33 Days	-48.4%
November 2020	37 Days	-41.3%
October 2020	44 Days	-27.9%
September 2020	43 Days	-25.9%
August 2020	40 Days	-28.6%
July 2020	59 Days	3.5%
June 2020	64 Days	4.9%
May 2020	50 Days	-5.7%
April 2020	52 Days	8.3%
March 2020	66 Days	24.5%
February 2020	65 Days	-30.1%
January 2020	72 Days	-8.9%



Median Time to Sale

The median number of days between the listing date and closing date for all Closed Sales during the month

Economists' note: Time to Sale is a measure of the length of the home selling process, calculated as the number of days between the initial listing of a property and the closing of the sale. Median Time to Sale is the amount of time the "middle" property selling this month was on the market. That is, 50% of homes selling this month took less time to sell, and 50% of homes took more time to sell. Median Time to Sale gives a more accurate picture than Average Time to Sale, which can be skewed upward by small numbers of properties taking an abnormally long time to sell.

Month	Median Time to Sale	Percent Change Year-over-Year
Year-to-Date	80 Days	-31.0%
January 2021	80 Days	-31.0%
December 2020	80 Days	-32.8%
November 2020	72 Days	-35.7%
October 2020	81 Days	-20.6%
September 2020	81 Days	-21.4%
August 2020	81 Days	-19.0%
July 2020	104 Days	11.8%
June 2020	102 Days	4.1%
May 2020	92 Days	1.1%
April 2020	90 Days	3.4%
March 2020	114 Days	-8.1%
February 2020	109 Days	-23.8%
January 2020	116 Days	-12.1%



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Monthly Market Detail - January 2021
Single Family Homes
St. Johns County



New Pending Sales

The number of listed properties that went under contract during the month

Economists' note: Because of the typical length of time it takes for a sale to close, economists consider Pending Sales to be a decent indicator of potential future Closed Sales. It is important to bear in mind, however, that not all Pending Sales will be closed successfully. So, the effectiveness of Pending Sales as a future indicator of Closed Sales is susceptible to changes in market conditions such as the availability of financing for homebuyers and the inventory of distressed properties for sale.

Month	New Pending Sales	Percent Change Year-over-Year
Year-to-Date	620	7.6%
January 2021	620	7.6%
December 2020	585	28.0%
November 2020	663	25.8%
October 2020	771	35.7%
September 2020	822	56.6%
August 2020	844	25.8%
July 2020	892	19.4%
June 2020	882	25.3%
May 2020	750	-7.4%
April 2020	539	-26.0%
March 2020	633	2.6%
February 2020	650	22.2%
January 2020	576	10.3%



New Listings

The number of properties put onto the market during the month

Economists' note: New Listings tend to rise in delayed response to increasing prices, so they are often seen as a lagging indicator of market health. As prices rise, potential sellers raise their estimations of value—and in the most recent cycle, rising prices have freed up many potential sellers who were previously underwater on their mortgages. Note that in our calculations, we take care to not include properties that were recently taken off the market and quickly relisted, since these are not really *new* listings.

Month	New Listings	Percent Change Year-over-Year
Year-to-Date	560	-15.5%
January 2021	560	-15.5%
December 2020	483	5.2%
November 2020	509	1.4%
October 2020	622	-13.2%
September 2020	632	24.9%
August 2020	728	-1.8%
July 2020	782	0.5%
June 2020	738	7.6%
May 2020	944	13.5%
April 2020	627	-25.3%
March 2020	826	-1.1%
February 2020	679	-2.6%
January 2020	663	5.4%



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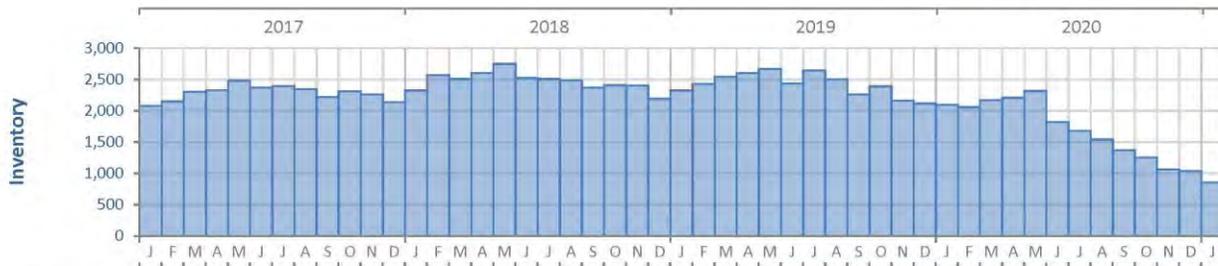


Inventory (Active Listings)

The number of property listings active at the end of the month

Economists' note: There are a number of ways to define and calculate Inventory. Our method is to simply count the number of active listings on the last day of the month, and hold this number to compare with the same month the following year. Inventory rises when New Listings are outpacing the number of listings that go off-market (regardless of whether they actually sell). Likewise, it falls when New Listings aren't keeping up with the rate at which homes are going off-market.

Month	Inventory	Percent Change Year-over-Year
YTD (Monthly Avg)	855	-59.2%
January 2021	855	-59.2%
December 2020	1,039	-50.9%
November 2020	1,062	-50.9%
October 2020	1,255	-47.5%
September 2020	1,370	-39.5%
August 2020	1,542	-38.4%
July 2020	1,680	-36.4%
June 2020	1,822	-25.3%
May 2020	2,315	-13.3%
April 2020	2,207	-15.2%
March 2020	2,172	-14.7%
February 2020	2,057	-15.3%
January 2020	2,094	-9.9%

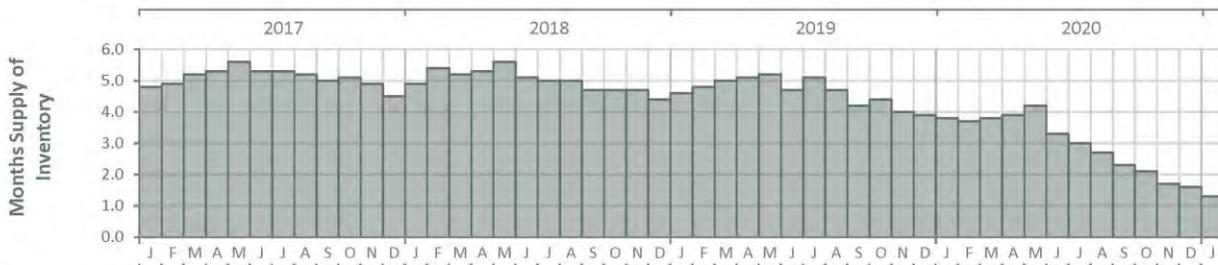


Months Supply of Inventory

An estimate of the number of months it will take to deplete the current Inventory given recent sales rates

Economists' note: MSI is a useful indicator of market conditions. The benchmark for a balanced market (favoring neither buyer nor seller) is 5.5 months of inventory. Anything higher is traditionally a buyers' market, and anything lower is a sellers' market. There is no single accepted way of calculating MSI. A common method is to divide current Inventory by the most recent month's Closed Sales count, but this count is a usually poor predictor of future Closed Sales due to seasonal cycles. To eliminate seasonal effects, we use the 12-month average of monthly Closed Sales instead.

Month	Months Supply	Percent Change Year-over-Year
YTD (Monthly Avg)	1.0	-73.7%
January 2021	1.3	-65.8%
December 2020	1.6	-59.0%
November 2020	1.7	-57.5%
October 2020	2.1	-52.3%
September 2020	2.3	-45.2%
August 2020	2.7	-42.6%
July 2020	3.0	-41.2%
June 2020	3.3	-29.8%
May 2020	4.2	-19.2%
April 2020	3.9	-23.5%
March 2020	3.8	-24.0%
February 2020	3.7	-22.9%
January 2020	3.8	-17.4%



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Monthly Market Detail - January 2021
Single Family Homes
St. Johns County

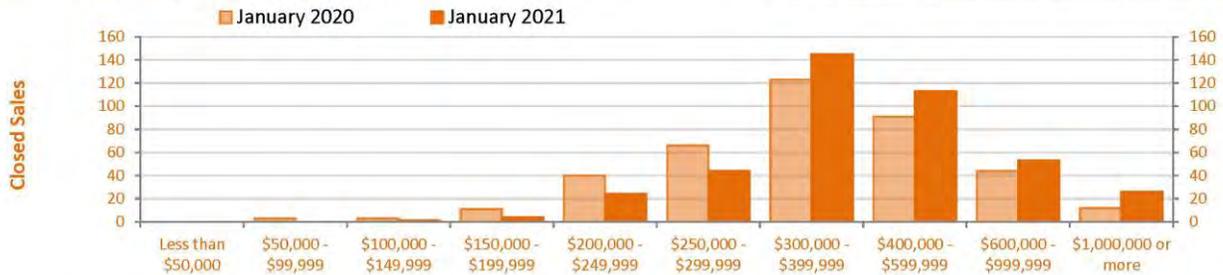


Closed Sales by Sale Price

The number of sales transactions which closed during the month

Economists' note: Closed Sales are one of the simplest—yet most important—indicators for the residential real estate market. When comparing Closed Sales across markets of different sizes, we recommend comparing the percent changes in sales rather than the number of sales. Closed Sales (and many other market metrics) are affected by seasonal cycles, so actual trends are more accurately represented by year-over-year changes (i.e. comparing a month's sales to the amount of sales in the same month in the previous year), rather than changes from one month to the next.

Sale Price	Closed Sales	Percent Change Year-over-Year
Less than \$50,000	0	N/A
\$50,000 - \$99,999	0	-100.0%
\$100,000 - \$149,999	1	-66.7%
\$150,000 - \$199,999	4	-63.6%
\$200,000 - \$249,999	24	-40.0%
\$250,000 - \$299,999	44	-33.3%
\$300,000 - \$399,999	145	17.9%
\$400,000 - \$599,999	113	24.2%
\$600,000 - \$999,999	53	20.5%
\$1,000,000 or more	26	116.7%

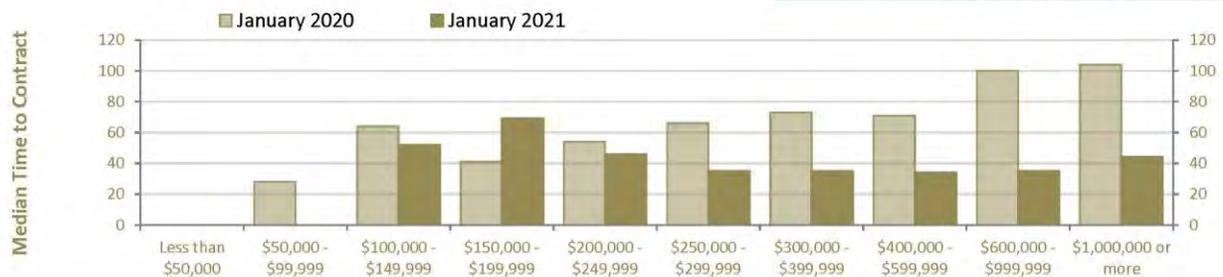


Median Time to Contract by Sale Price

The median number of days between the listing date and contract date for all Closed Sales during the month

Economists' note: Like Time to Sale, Time to Contract is a measure of the length of the home selling process calculated for sales which closed during the month. The difference is that Time to Contract measures the number of days between the initial listing of a property and the signing of the contract which eventually led to the closing of the sale. When the gap between Median Time to Contract and Median Time to Sale grows, it is usually a sign of longer closing times and/or declining numbers of cash sales.

Sale Price	Median Time to Contract	Percent Change Year-over-Year
Less than \$50,000	(No Sales)	N/A
\$50,000 - \$99,999	(No Sales)	N/A
\$100,000 - \$149,999	52 Days	-18.8%
\$150,000 - \$199,999	69 Days	68.3%
\$200,000 - \$249,999	46 Days	-14.8%
\$250,000 - \$299,999	35 Days	-47.0%
\$300,000 - \$399,999	35 Days	-52.1%
\$400,000 - \$599,999	34 Days	-52.1%
\$600,000 - \$999,999	35 Days	-65.0%
\$1,000,000 or more	44 Days	-57.7%



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Monthly Market Detail - January 2021
Single Family Homes
St. Johns County

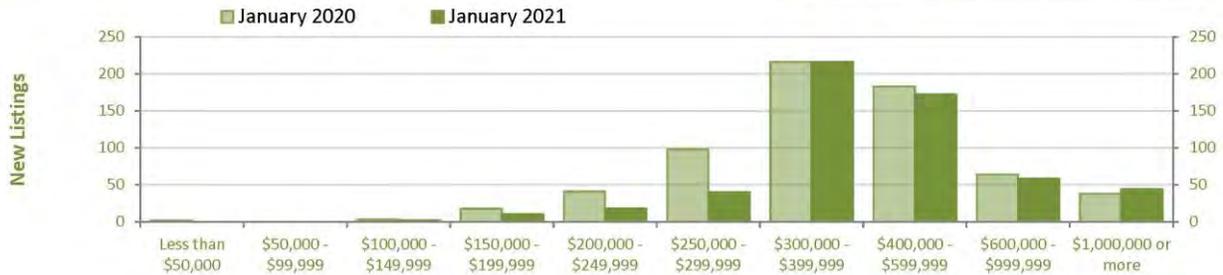


New Listings by Initial Listing Price

The number of properties put onto the market during the month

Economists' note: New Listings tend to rise in delayed response to increasing prices, so they are often seen as a lagging indicator of market health. As prices rise, potential sellers raise their estimations of value—and in the most recent cycle, rising prices have freed up many potential sellers who were previously underwater on their mortgages. Note that in our calculations, we take care to not include properties that were recently taken off the market and quickly relisted, since these are not really new listings.

Initial Listing Price	New Listings	Percent Change Year-over-Year
Less than \$50,000	0	-100.0%
\$50,000 - \$99,999	0	N/A
\$100,000 - \$149,999	2	-33.3%
\$150,000 - \$199,999	10	-44.4%
\$200,000 - \$249,999	18	-56.1%
\$250,000 - \$299,999	40	-59.2%
\$300,000 - \$399,999	216	0.0%
\$400,000 - \$599,999	172	-6.0%
\$600,000 - \$999,999	58	-9.4%
\$1,000,000 or more	44	15.8%

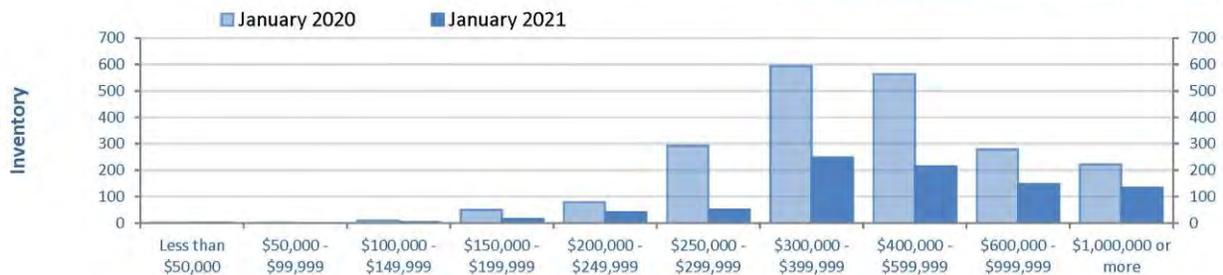


Inventory by Current Listing Price

The number of property listings active at the end of the month

Economists' note: There are a number of ways to define and calculate Inventory. Our method is to simply count the number of active listings on the last day of the month, and hold this number to compare with the same month the following year. Inventory rises when New Listings are outpacing the number of listings that go off-market (regardless of whether they actually sell). Likewise, it falls when New Listings aren't keeping up with the rate at which homes are going off-market.

Current Listing Price	Inventory	Percent Change Year-over-Year
Less than \$50,000	1	-50.0%
\$50,000 - \$99,999	0	-100.0%
\$100,000 - \$149,999	4	-60.0%
\$150,000 - \$199,999	16	-68.0%
\$200,000 - \$249,999	40	-49.4%
\$250,000 - \$299,999	51	-82.6%
\$300,000 - \$399,999	247	-58.4%
\$400,000 - \$599,999	215	-61.9%
\$600,000 - \$999,999	148	-47.0%
\$1,000,000 or more	133	-40.1%

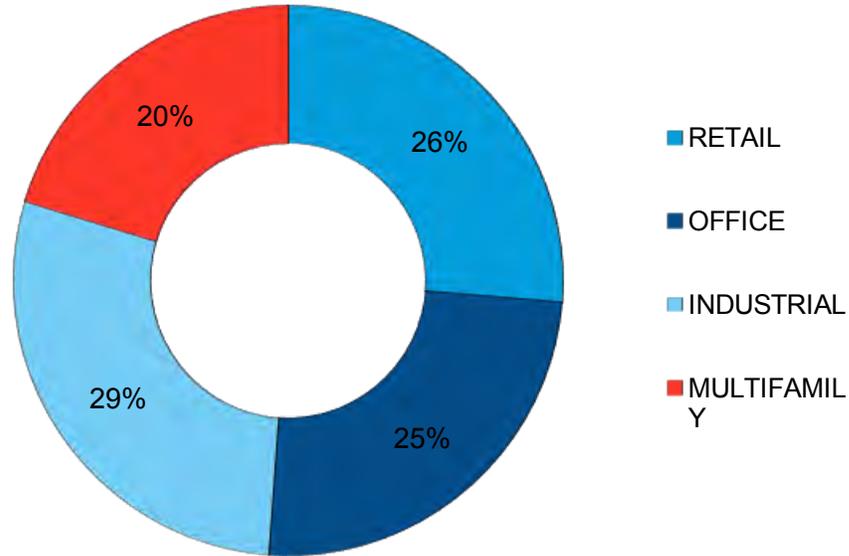


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Predominant Commercial Land Uses

The nearest supportive commercial development has historically been 10-15 minutes to the north and/or east of the area, although commercial development is ongoing and continues to be closer to the subject's location. The local area has a mix of commercial uses nearby and the composition is shown in the following graph.

COMMERCIAL AREA COMPOSITION



©CoStar

Multi-Family Development

The following chart shows a summary of multi-family data by type in the immediate area from CoStar.

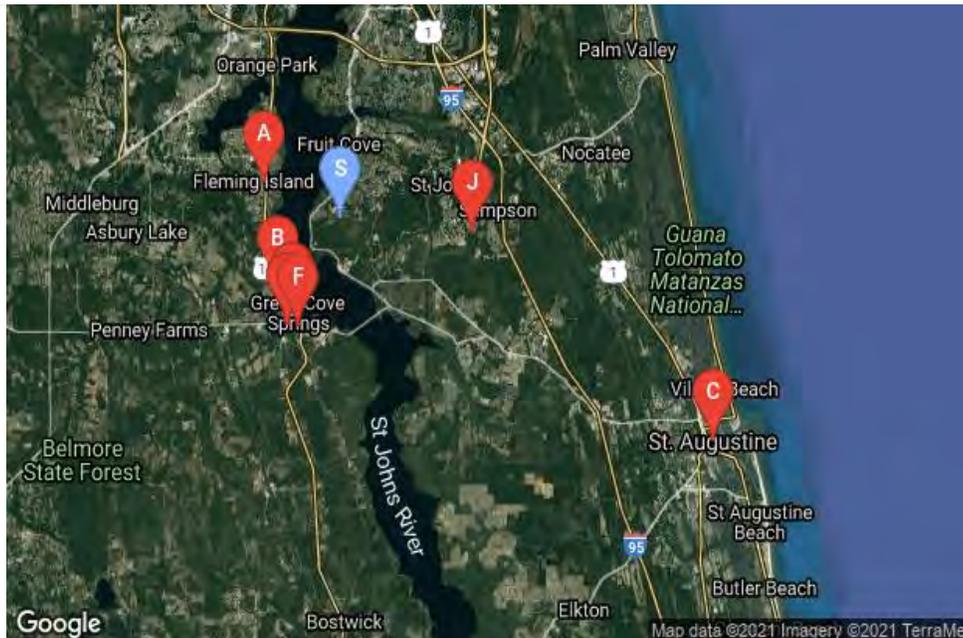
MULTIFAMILY SUMMARY			
CLASS	PROPERTIES	NRA (SF)	AVG YR BLT
A	1	100,000	2020
B	2	587,766	1996
C	7	455,907	1968
TOTAL	10	1,143,673	1979

Source: CoStar

The largest three multi-family properties are at 2285 Marsh Hawk Lane, 1408 North Orange Avenue and 27 Sapphire Lane with an NRA of 556,110 SF, 337,900 SF and 100,000 SF that were built in 2003, 1953 and 2020, respectively. The closest large multi-family property in proximity to the subject is at 2285 Marsh Hawk Lane. The majority of properties were constructed before 2000. The following chart and map show the subject property and its location relative to the 10 largest multi-family properties in the immediate area from CoStar.

LARGEST MULTIFAMILY PROPERTIES						
NAME	DISTANCE	MAP PIN	CLASS	NRA (SF)	STORIES	YEAR BUILT
Lighthouse at Fleming Island	4.3 Miles	A	B	556,110	3	2003
St Johns Landing	4.7 Miles	B	C	337,900	2	1953
360 Communities at Shearwater	22.5 Miles	C	A	100,000	0	2020
Highlands Apartments	5.9 Miles	D	C	58,807	1	1985
Clay Springs Apartments	5.9 Miles	E	C	35,000	1	1978
Cove Apartments	5.7 Miles	F	B	31,656	2	1988
Multifamily Building	5.4 Miles	G	C	13,850	2	-
Multifamily Building	5.3 Miles	H	C	5,603	1	1947
Ramblewood Apartments	5.3 Miles	I	C	3,144	2	1978
Multifamily Building	7.0 Miles	J	-	1,800	1	2005

Source: CoStar



Retail Development

The following chart shows a summary of retail data by type in the immediate area from CoStar.

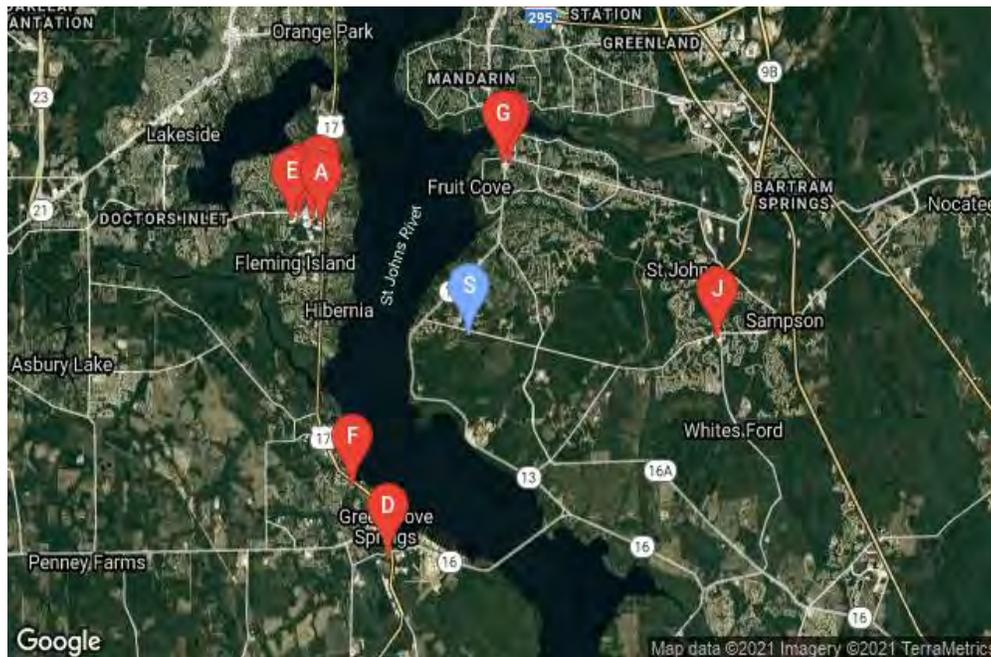
RETAIL SUMMARY					
TYPE	PROPERTIES	NRA (SF)	AVG YR BLT	OCCUPANCY	AVG RENT
General Retail	169	1,482,705	1984	98.7	\$25.00
TOTAL	169	1,482,705	1984	98.7	\$25.00

Source: CoStar

The largest three retail properties are at 1505 Cr-220, 1490 South County Road 220 and 1605-1615 County Road 220 with an NRA of 208,906 SF, 130,843 SF and 113,380 SF that were built in 0, 2002 and 1998, respectively. The closest large retail property in proximity to the subject is at 450 State Road 13 with an NRA of 84,020 SF that was built in 1988. The majority of properties were constructed before 2000. The following chart and map show the subject property and its location relative to the 10 largest retail properties in the immediate area from CoStar.

LARGEST SHOPPING CENTERS							
NAME	DISTANCE	MAP PIN	TYPE	NRA (SF)	% LEASED	YEAR BUILT	AVG RENT
Wal-Mart	4.8 Miles	A	General Retail	208,906	100.0	-	N/Av
Fleming Island Shopping Cente	5.1 Miles	B	Community Center	130,843	100.0	2002	N/Av
Fleming Plaza	5.3 Miles	C	Community Center	113,380	100.0	1998	N/Av
Cove Plaza	5.7 Miles	D	Neighborhood Center	103,034	22.5	1982	\$4.90
Island Walk	5.4 Miles	E	Community Center	89,794	100.0	2005	N/Av
Magnolia Layne	4.8 Miles	F	Community Center	87,454	100.0	1989	N/Av
Julington Village	4.3 Miles	G	Neighborhood Center	84,020	100.0	1988	N/Av
Julington Square	4.4 Miles	H	Neighborhood Center	80,139	100.0	1988	N/Av
Town Center at Eagle Harbor	5.0 Miles	I	Community Center	76,260	89.0	1999	N/Av
Johns Creek Center	6.6 Miles	J	Neighborhood Center	75,100	100.0	2005	N/Av

Source: CoStar



Office Development

The following chart shows a summary of office data by class in the immediate area from CoStar.

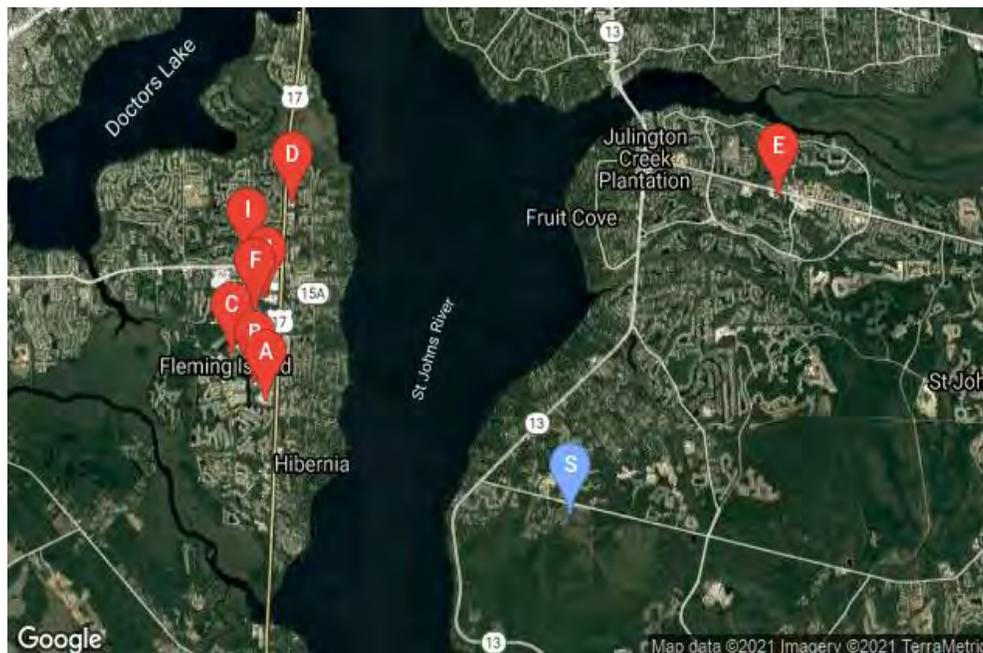
OFFICE SUMMARY					
CLASS	PROPERTIES	NRA (SF)	AVG YR BLT	OCCUPANCY	AVG RENT
A	3	258,948	2011	100.0	-
B	93	1,004,723	2001	95.8	\$16.06
C	44	137,329	1971	93.2	\$16.79
TOTAL	140	1,401,000	1992	95.1	\$16.29

Source: CoStar

The largest three office properties are at 1747 Baptist Clay Drive, 2310 Village Square Parkway and 2000 Town Center Boulevard with an NRA of 116,066 SF, 85,000 SF and 80,613 SF that were built in 2013, 2001 and 2001, respectively. The closest large office property in proximity to the subject is at 1747 Baptist Clay Drive. All of the properties were constructed after 2000. The following chart and map show the subject property and its location relative to the 10 largest office properties in the immediate area from CoStar.

LARGEST OFFICE BUILDINGS							
NAME	DISTANCE	MAP PIN	CLASS	NRA (SF)	% LEASED	YEAR BUILT	AVG RENT
Office Building	4.2 Miles	A	A	116,066	100.0	2013	N/Av
Office Building	4.5 Miles	B	A	85,000	100.0	2001	N/Av
AT&T	4.9 Miles	C	B	80,613	100.0	2001	N/Av
Fleming Island Medical Plaza	5.3 Miles	D	B	70,000	65.6	2016	N/Av
Office Building	4.8 Miles	E	A	57,882	100.0	2019	N/Av
Fleming Island Business Park	4.9 Miles	F	B	37,834	61.3	2002	\$15.74
Fleming Island Business Park	4.9 Miles	G	B	37,834	100.0	2002	N/Av
Fleming Island Business Park	4.9 Miles	H	B	27,804	100.0	2008	N/Av
Office Building	5.3 Miles	I	B	26,167	100.0	2003	N/Av
Office Building	4.8 Miles	J	B	26,000	85.1	2008	\$12.00

Source: CoStar



Industrial Development

The following chart shows a summary of industrial data by type in the immediate area from CoStar.

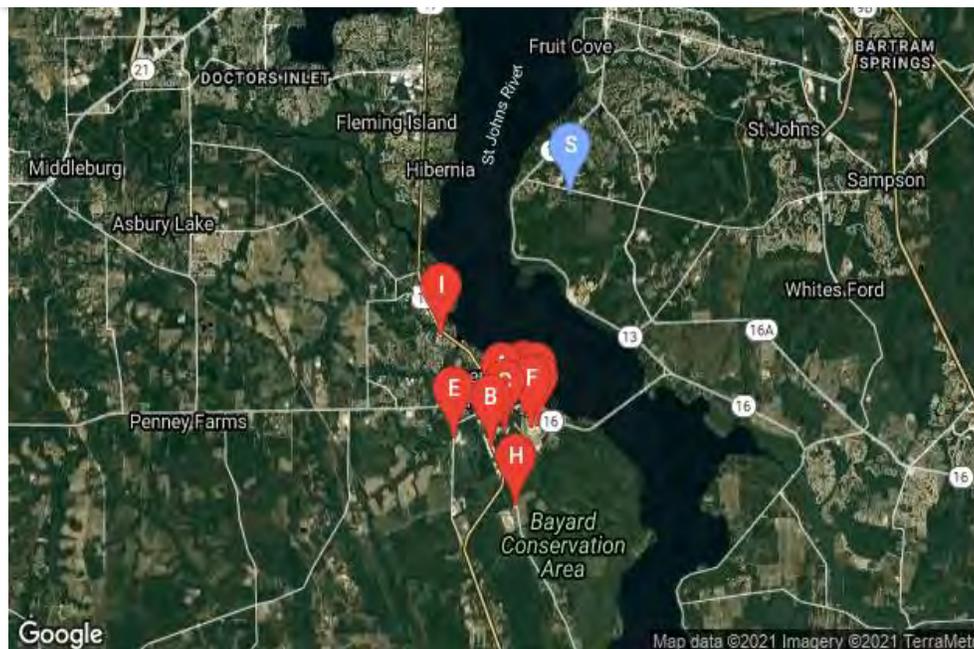
INDUSTRIAL SUMMARY					
TYPE	PROPERTIES	NRA (SF)	AVG YR BLT	OCCUPANCY	AVG RENT
Industrial	54	1,605,124	1980	99.5	\$7.00
Flex	1	5,378	1968	100.0	-
TOTAL	55	1,610,502	1979	99.5	\$7.00

Source: CoStar

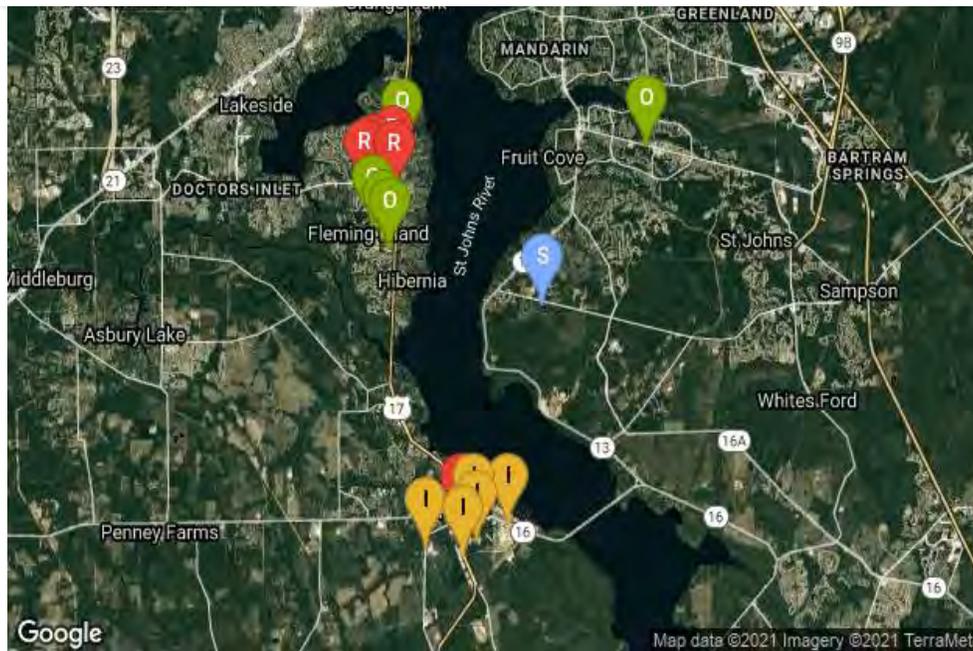
The largest three industrial properties are at 965 Leonard C Taylor Parkway, 4190 US Highway 17 and 914 Hall Park Drive with an NRA of 175,634 SF, 140,928 SF and 138,935 SF that were built in 1964, 1985 and 1982, respectively. The closest large industrial property in proximity to the subject is at 3525 Enterprise Way with an NRA of 46,841 SF that was built in 2005. The majority of properties were constructed before 2000. The following chart and map show the subject property and its location relative to the 10 largest industrial properties in the immediate area from CoStar.

LARGEST INDUSTRIAL PROPERTIES							
NAME	DISTANCE	MAP PIN	TYPE	NRA (SF)	% LEASED	YEAR BUILT	AVG RENT
Industrial Building	5.6 Miles	A	Industrial	175,634	100.0	1964	N/Av
Industrial Building	6.4 Miles	B	Industrial	140,928	100.0	1985	N/Av
Industrial Building	6.0 Miles	C	Industrial	138,935	100.0	1982	N/Av
Reynolds Industrial Park	5.4 Miles	D	Industrial	106,265	100.0	1991	N/Av
Industrial Building	6.6 Miles	E	Industrial	88,000	100.0	1950	\$4.00
Reynolds Industrial Park	5.7 Miles	F	Industrial	66,000	100.0	1940	N/Av
Reynolds Industrial Park	5.7 Miles	G	Industrial	65,041	100.0	1940	N/Av
Industrial Building	7.7 Miles	H	Industrial	61,000	100.0	2007	N/Av
Industrial Building	4.8 Miles	I	Industrial	46,841	100.0	2005	N/Av
Industrial Building	5.4 Miles	J	Industrial	39,993	100.0	1940	N/Av

Source: CoStar



The following map shows the subject property and the five largest retail, office, and industrial properties in the immediate area from CoStar.



SUBJECT PROPERTY ANALYSIS

The following discussion draws context and analysis on how the subject property is influenced by the local and immediate areas.

Subject Property Analysis

The uses adjacent to the property are noted below:

- › **North** - Vacant land
- › **South** - Single-family residential uses and St. Johns River
- › **East** - Existing portions of RiverTown
- › **West** - Single-family residential uses

Access

RiverTown as a whole has primary access from both SR 13N and Longleaf Pine Parkway; an extensive internal roadway system is in place within the existing portions of the community, and these roads are being extended to reach the subject sites in the near future. It is assumed that this work will be completed as planned, and once this is complete, the subject's access will be rated average compared to other properties with which it competes.

Visibility

In comparison to competitive properties, the subject property has average visibility.

Subject Conclusion

Trends in the local and immediate areas, adjacent uses and the property's specific location features indicate an overall positive external influence for the subject, which is concluded to have a good position in context of competing properties.

SUMMARY

The subject property has a good location within northwestern St. Johns County. The area is in the growth stage of its life cycle and has seen increasing construction levels in recent years, especially in the residential sector. Most properties in the area have been developed to be compatible with each other and their general appearance is average to good. Population and income levels continue to increase in the market area, with above average income levels. The subject's general area has been one of the more popular areas of the Jacksonville MSA for new development in recent years, and this is expected to continue moving forward. Even though COVID-19 has

negatively affected some property types and/or locations, it appears that the residential market in the subject's area has continued to improve through the pandemic.

General Description

The subject property consists of two parcels; the sites are currently portions of a larger tax parcel (000970-0000) as identified by St. Johns County. The northern subject parcel contains 24.55 acres and is planned as a site for additional recreational amenities within RiverTown, while the southern subject parcel contains 6.50 acres and is planned as an additional park. The respective site sizes were provided by the owner, and each site is all uplands per this information. Going forward, our valuation analyses will utilize the usable site area for each parcel. The following discussion summarizes the subject site size and characteristics. The northern parcel is internally known as Parcel 31 within RiverTown while the southern parcel is a portion Parcel 32 per the owner.

MULTIPLE PARCEL SITE DESCRIPTION GRID

PARCEL	USABLE		UNUSABLE	
	SF	AC	SF	AC
North parcel-Parcel 31 within RiverTown (potential amenity site)	1,069,398	24.55	0	0.00
South parcel-Portion of Parcel 32 within RiverTown (potential park)	283,140	6.50	0	0.00
TOTAL	1,352,538	31.05	0	0.00

Shape North parcel is somewhat irregular while south parcel is rectangular

Topography Generally level

Drainage Assumed Adequate

Utilities All available to the site once extensions are complete as planned

Frontage As previously noted, the subject sites do not currently have road frontage although the existing spine road within RiverTown is located approximately 3,600 feet east of the subject; this road is in the process of being extended to the sites, and another roundabout along SR 13N immediately southwest of the sites is currently being permitted. It is assumed that access will be available in the near future as planned.

Access/Exposure **Average** - The subject sites will have typical access and exposure for residential use once the planned improvements are complete.

Seismic The subject is in Low Risk. The seismic zone factor (or Z factor) corresponds numerically to the effective horizontal peak bedrock acceleration (or equivalent velocity) that is estimated as a component of the design base shear calculation. In each seismic zone an earthquake-related event would create an effective peak bedrock acceleration of 0.1 times the force of gravity for Zone 1, 0.15 times the force of gravity for Zone 2A, 0.2 times the force of gravity for Zone 2B, 0.3 times the force of gravity for Zone 3 and 0.4 times the force of gravity for Zone 4. These values correspond to ground motion values with a 10% probability of being exceeded in 50 years.

Flood Zone Zone X (Unshaded). This is referenced by Community Number 125147, Panel Number 12109C0142K, dated December 07, 2018. Zone X (unshaded) is a Non-Special Flood Hazard Area (NSFHA) of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRM) as above the 500-year flood level. This is an area in a low to moderate risk flood zone that is not in any immediate danger from

flooding caused by overflowing rivers or hard rains. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone.

Site Rating

Overall, the subject sites are considered to have good marketability for residential use in terms of their location and access to employment, education and shopping centers. The sites are relatively small for each to be developed with a residential subdivision which could put some upward pressure on development costs if they were to be developed for residential use instead of being used as an amenity site and a park for the overall community.

Easements

A preliminary title report was not available for review. During the on-site inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there is no negative value impact on the subject improvements. If questions arise regarding easements, encroachments, or other encumbrances, further research is advised.

Soils

A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.

Hazardous Waste

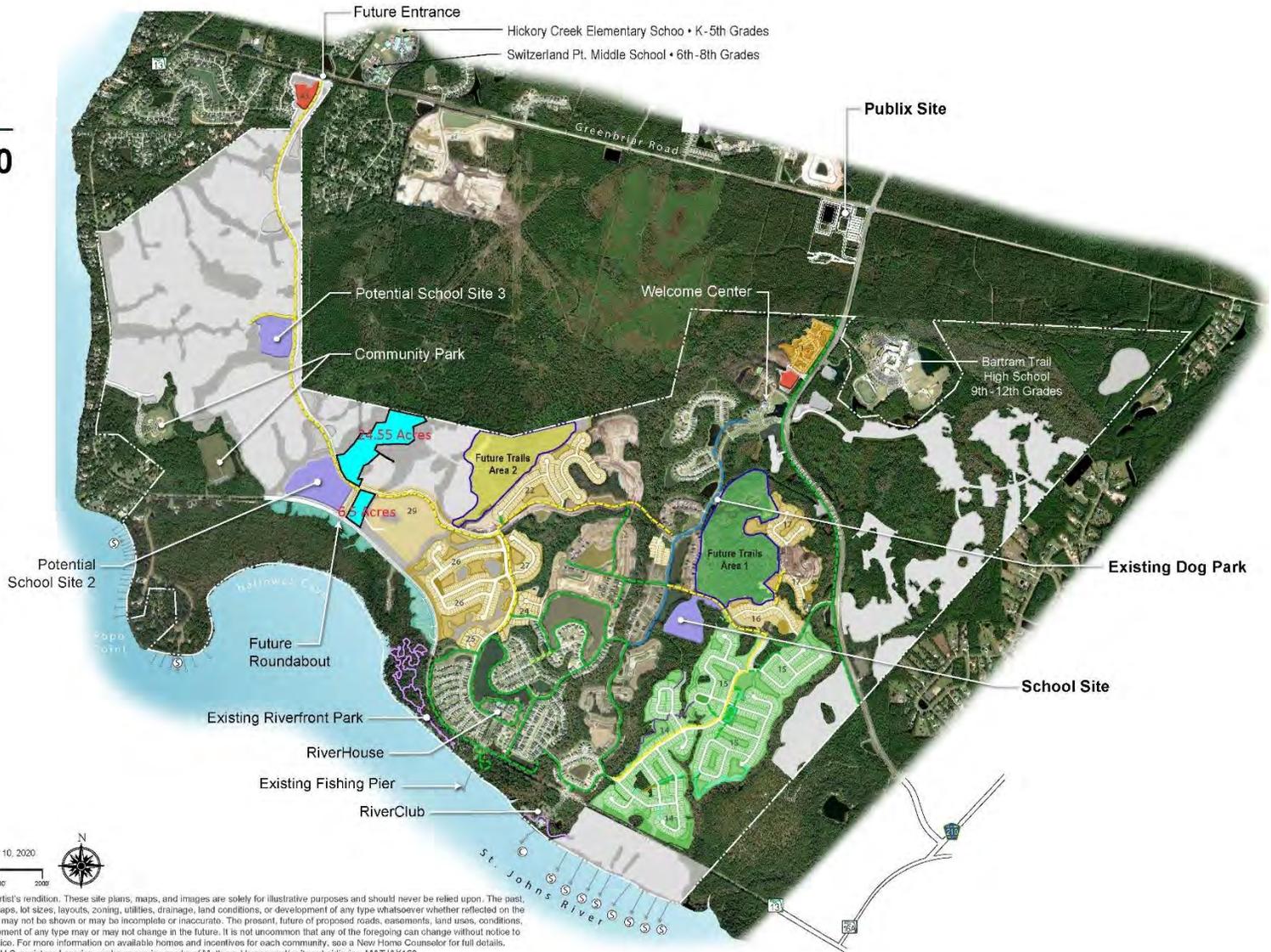
We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

SITE PLAN

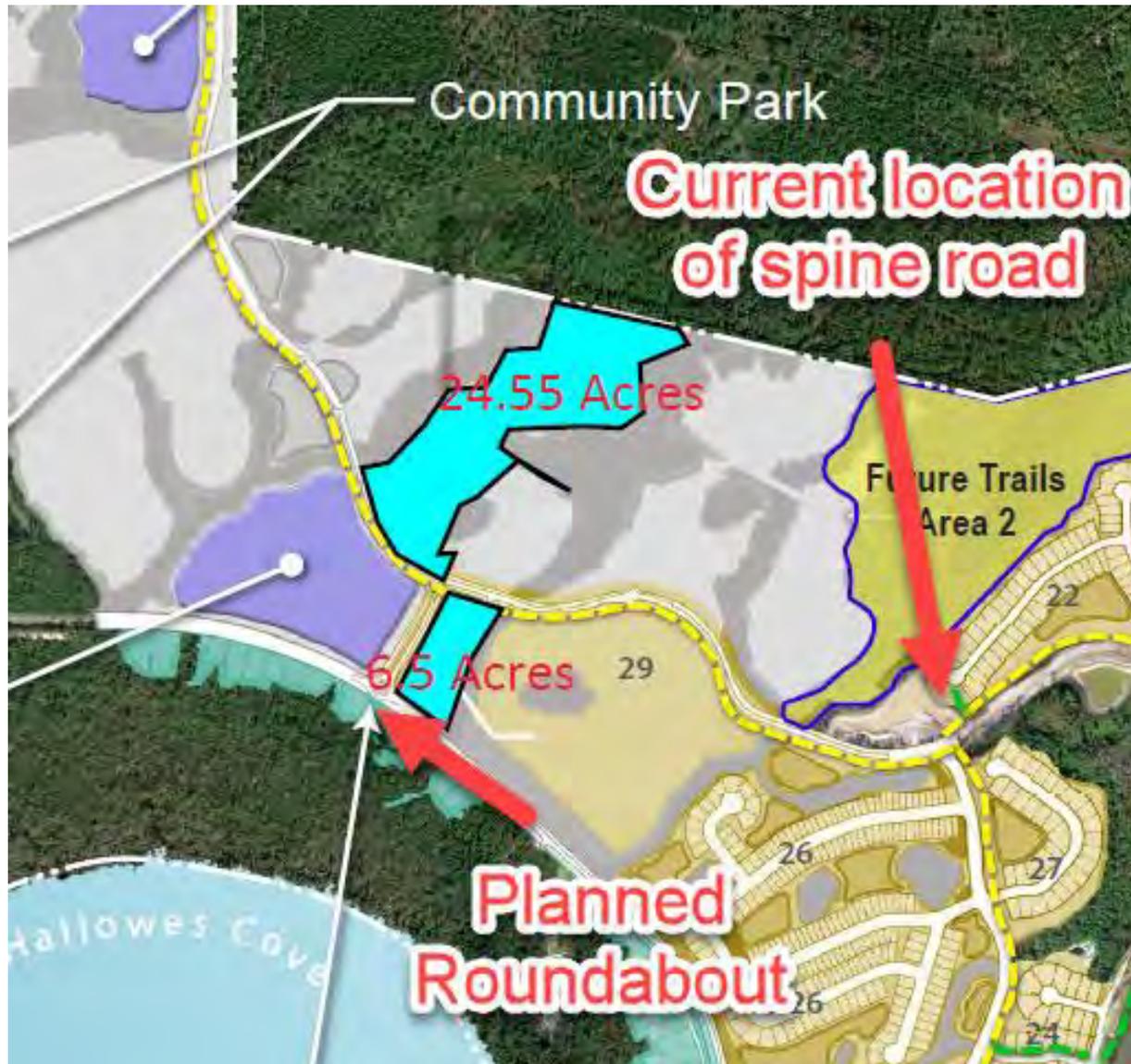
RIVERTOWN

Master Plan 2020

- Future Development
 - Apartments
 - Single Family
 - Active Adult
 - School Site
 - Site Commercial
 - Estates
-
- 15' Multipurpose (Includes cart use)
 - 12' Multiuse Path (Includes cart use)
 - 10' Multiuse Path
 - 8' Multiuse Path
 - Mountain Bike Trails, Woodland Trails
 - 4'-6" Shell Rock Trail



The subject parcels are shaded in light blue. A closer look at them on the site plan is shown on the following page.



National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
		Area of Minimal Flood Hazard <i>Zone X</i>
OTHER AREAS		Effective LOMRs
		Area of Undetermined Flood Hazard <i>Zone D</i>
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/25/2021 at 3:06 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and nonmodernized areas cannot be used for regulatory purposes.

INTRODUCTION

Zoning requirements typically establish permitted and prohibited uses, building height, lot coverage, setbacks, parking and other factors that control the size and location of improvements on a site. The zoning characteristics for the subject property are summarized below:

ZONING SUMMARY	
Municipality Governing Zoning	St. Johns County Planning & Zoning Department
Current Zoning	Planned Unit Development (PUD)
Permitted Uses	mostly single-family residential uses with some multi-family and commercial uses also allowed.
Current Use	vacant land
Is Current Use Legally Permitted?	Yes
Zoning Change	Not Likely

RiverTown is a Development of Regional Impact (DRI) that is approved for mixed-use development. The DRI includes the subject's PUD. According to the DRI/PUD, the overall property was originally approved for the development of up to 4,500 residential units, 500,000 square feet of commercial/industrial uses, and supportive/common areas such as open space, parks, amenities and schools. It is noted that the DRI allows for a modification of overall uses and densities. According to Mattamy, they plan mostly single-family units which has represented the bulk of development to date. There will be some multi-family units and the amount allocated to commercial and industrial uses will likely be limited.

ZONING CONCLUSIONS

Based on the allowable uses within the subject's DRI and PUD, the subject sites could legally be developed with a variety of economic uses including both residential and/or commercial uses; it could also be used for common areas such as amenities or parks which is the current plan for the sites. However, these uses are not considered to be an economic use as they benefit the overall development but do not result in residual value to the underlying land as separate parcels. If desired, the owner/developer could relocate such common areas to other locations within RiverTown and develop the subject parcels with an economic use.

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our analysis correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence. Please note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

INTRODUCTION

As previously mentioned, the subject property has a good location in northwestern St. Johns County. The immediate area is developed with a combination of single-family residential and supportive commercial uses. Growth and development are ongoing as noted earlier in the market area section.

The COVID-19 virus (aka coronavirus) is a serious illness and pandemic that has affected the world and more specifically the United States. The effects thus far include volatility in the stock and capital markets. The impact to demand and ultimately values for real estate is also developing. Real estate as an investment type historically takes a longer period of time to be impacted in comparison to alternative investment types, such as stocks and bonds. CIVAS professionals have consulted with market participants in preparation of this assignment to understand and best address how the subject property may be impacted.

The subject property is vacant land within the larger RiverTown mixed-use community. The overall development has been successful in recent years, and this has continued through the pandemic with ongoing new construction and sales activity.

We have had numerous discussions with market participants (both developers and homebuilders) in the area to gauge the potential impact on properties such as the subject. In addition, we have reviewed numerous sources that report market indicators especially as they relate to the area's residential market sector. All of this information indicates that although the coronavirus pandemic might have had negative effects on certain property types and/or geographical areas, the residential market in the subject's area has continued to improve despite COVID-19.

EXPOSURE TIME & MARKETING PERIOD

Exposure time is defined as "The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market" (The Dictionary of Real Estate Appraisal, Appraisal Institute, 2015). Reasonable exposure time is impacted by the aggressiveness and effectiveness of a property's exposure to market participants, availability and cost of financing, and demand for similar investments. Exposure time is best established based the recent history of marketing periods for comparable sales, discussions with market participants and information from published surveys.

Land parcels within the subject's general area are typically sold within one year when properly priced and adequately exposed to the market. The availability of acquisition financing factors into exposure time. In recent quarters, financing has been available for well-positioned commercial real estate, particularly for stabilized assets within core MSAs and owner/user deals. For second tier or marginal properties, financing has been available but subject to more stringent requirements. Based on review of the local capital market, we conclude that adequate financing options would have been available to consummate a sale of the property on the date of value.

Exposure Time Conclusion

The preceding information generally supports an exposure time range from 6 to 12 months for sites similar to the subject. Based on its overall physical and locational characteristics, the subject site has average overall appeal to developers and/or builders. Considering these factors, a reasonable estimate of exposure time for the subject property is 12 months or less.

Marketing Period Conclusion

Marketing period is very similar to exposure time, but reflects a projected time period to sell the property, rather than a retrospective estimate. Having reviewed open listings and discussed the market with local participants,

and given the nature of this site, we feel that a time period of 12 months or less is supported for the subject's marketing period.

INTRODUCTION

The highest and best use of an improved property is defined as that reasonable and most probable use that will support its highest present value. The highest and best use, or most probable use, must be legally permissible, physically possible, financially feasible, and maximally productive. This section develops the highest and best use of the subject property As-Vacant.

AS-VACANT ANALYSIS

Legal Factors

The legal factors that possibly influence the highest and best use of the subject site are discussed in this section. Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. Permitted uses of the subject's Planned Unit Development (PUD) zoning were listed in the Zoning Analysis section. As noted earlier, the subject sites could legally be used for residential and/or commercial development; in addition, the sites could be used as common area tracts for the larger RiverTown development.

Physical & Locational Factors

The subject property is located within an area that is mostly residential in nature. Regarding physical characteristics, the subject sites do not currently have road access although access is under development and will be provided in the near future. Access will be provided from within RiverTown, so given the limited exposure of the sites from secondary/internal roads it is unlikely that either would be used for commercial purposes. The northern subject parcel has a slightly irregular shape, while the southern parcel is rectangular. Both sites are reportedly all usable/upland area, and each is assumed to have suitable overall development potential based on soils and topography etc. Each of the subject sites is relatively small as a residential subdivision site which could place upward pressure on development costs when considered on a price per planned unit basis, although it is likely that both sites could be used for residential purposes. The sites also have average utility for use as common areas such as amenities and/or parks within RiverTown. Of the outright permitted uses, physical and locational features support both residential and/or common area use.

Maximally Productive/Feasibility Factors

The subject sites are currently planned for use as an amenity site and a park to serve the larger RiverTown community. Neither of these is a separate economic use, as it would not provide a residual value to the underlying land although it would benefit the larger community as a whole. Residential use would however result in a positive/significant land value, so this is considered to be the maximally productive use of each site.

Regarding financial feasibility, residential market trends were previously discussed in the Market Analysis section. Residential development in the area is ongoing, and it is likely that this will continue for at least the near to medium term. Financial feasibility factors generally support near-term development of the subject site.

As-Vacant Conclusion

Based on the previous discussion, the subject's highest and best use as-vacant is concluded to be residential use.

INTRODUCTION

The following presentation of the appraisal process deals directly with the valuation of the subject property. The As-Is Market Value of the subject's fee simple interest is estimated using the Sales Comparison Approach, which is recognized as the standard appraisal technique for residential land. The Cost and Income Capitalization Approaches are not applicable when valuing unimproved land and are therefore excluded. Their exclusion is not detrimental to the reliability or credibility of the final value conclusion.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the principle of substitution, which asserts that no one would pay more for a property than the value of similar properties in the market. This approach analyzes comparable sales by applying transactional and property adjustments in order to bracket the subject property on an appropriate unit value comparison. The sales comparison approach is applicable when sufficient data on recent market transactions is available. Alternatively, this approach may offer limited reliability because many properties have unique characteristics that cannot be accounted for in the adjustment process.

LAND VALUATION

The subject property consists of two separate land parcels and per the client's request we have provided a separate value for each. Land value is influenced by a number of factors; most prominent of which is development and use potential. These factors, as well as others, are considered in the following analysis.

UNIT OF COMPARISON

The most relevant unit of comparison is the price per usable/upland acre. This indicator best reflects the analysis used by buyers and sellers in this market for land with similar utility and zoning in this marketplace.

COMPARABLE SELECTION

A thorough search was made for similar land sales in terms of proximity to the subject, size, location, development potential, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of commercial sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales selected represent the best comparables available for this analysis.

The same set of comparable sales will be used to estimate the value of each of the subject parcels. Given their similar locations/highest and best use, the only different adjustments that would be applicable consider the size/physical utility of the respective sites.

ADJUSTMENT PROCESS

Quantitative adjustments are made to the comparable sales. The following adjustments or general market trends were considered for the basis of valuation.

Transactional Adjustments

Dollar adjustments to the comparable sales were considered and made when warranted for transactional adjustments in the sequence shown below:

Property Rights Transferred	The valuation of the subject site was completed on a fee simple basis. If warranted, leased fee, leasehold and/or partial interest land sales were adjusted accordingly.
Financing Terms	The subject site was valued on a cash equivalent basis. Adjustments were made to the comparables involving financing terms atypical of the marketplace.
Conditions of Sale	This adjustment accounts for extraordinary motivation on the part of the buyer or seller often associated with distressed sales and/or assemblages.

Expenditures After Purchase Adjustments were applied if site conditions warranted expenditures on the part of the buyer to create a buildable site. Examples include costs for razing pre-existing structures, general site clearing and/or mitigation of environmental issues.

Market Conditions Market conditions adjustments were based on a review of historical sale data, market participant interviews and review of current versus historical pricing. Based on our research, the following table summarizes the market conditions adjustment applied in this analysis.

MARKET CONDITIONS ADJUSTMENT		
Per Year As Of	February 2021	4%

The analysis applies an upward market conditions adjustment of 4% annually reflecting the conditions between the oldest comparable sale date up through the current/effective date; as noted previously in the report, it appears that residential values have continued to increase through the pandemic so a separately adjustment for COVID-19 is not warranted.

Property Adjustments

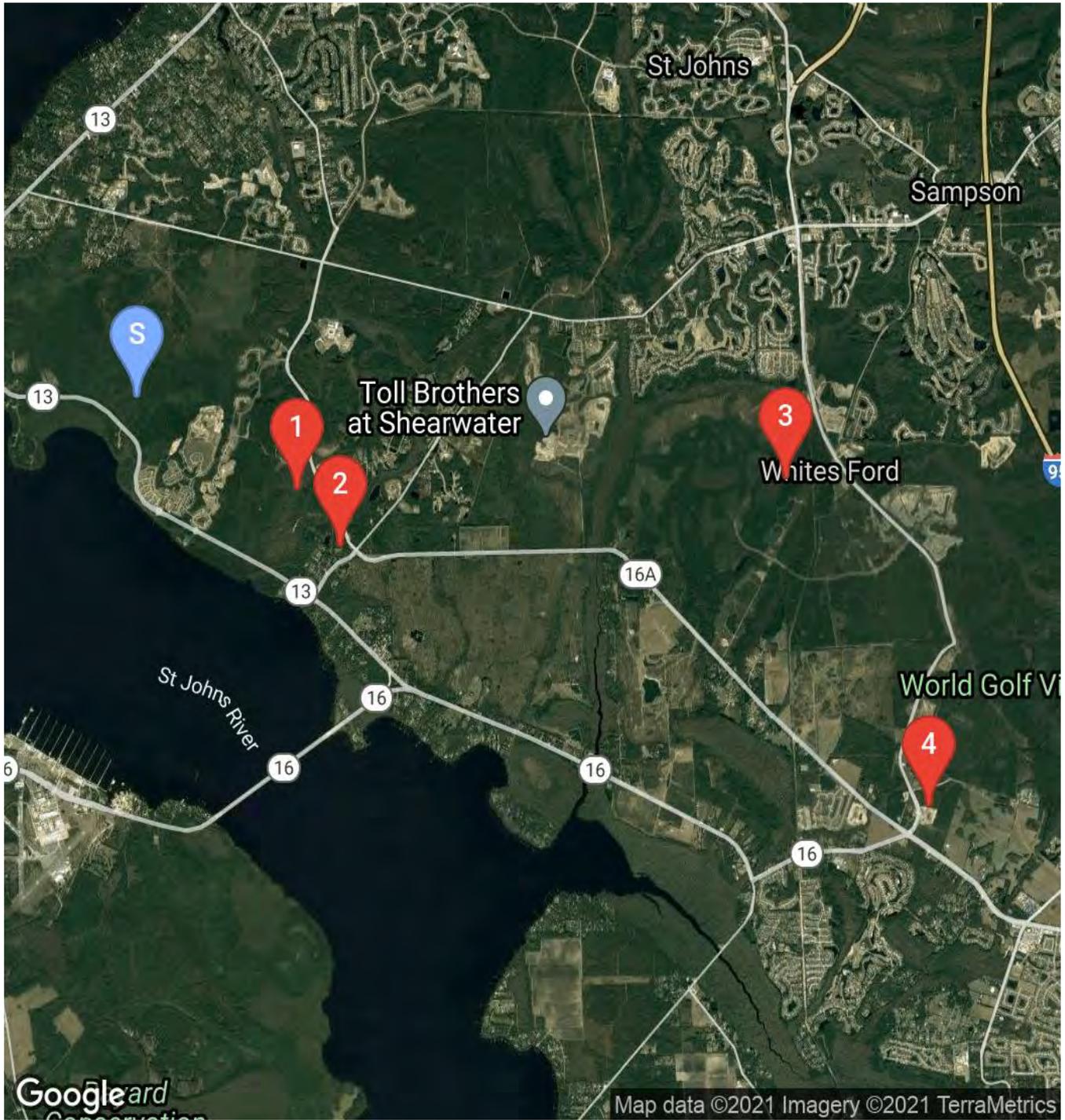
Quantitative percentage adjustments are also made for location and physical characteristics such as size, shape, access, exposure, topography, zoning and overall utility. Where possible the adjustments applied are based on paired data or other statistical analysis. For example, location adjustments are based primarily on review of land values in the market areas for the comparables relative to the subject. It should be stressed that the adjustments are subjective in nature and are meant to illustrate our logic in deriving a value opinion for the subject site.

LAND VALUATION PRESENTATION

The following Land Sales Summation Table, Location Map and datasheets summarize the sales data used in this analysis. Following these items, the comparable land sales are adjusted for applicable elements of comparison and the opinion of site value is concluded.

LAND SALES SUMMATION TABLE					
COMPARABLE	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4
Name	RiverTown Potential Amenity/Park Sites	Grande Creek subdivision site-Lennar	Grande Creek subdivision site-RAH	Silverleaf Parcel 13	Silverleaf Parcel 29B-1
Address	SR 13N and Longleaf Pine Parkway	Longleaf Pine Parkway	Longleaf Pine Parkway	St. Johns Parkway	St. Johns Parkway
City	St. Johns	Saint Johns	Saint Johns	Saint Augustine	Saint Augustine
State	FL	FL	FL	FL	FL
Zip	32259	32259	32259	32092	32092
County	St. Johns	St. Johns	St. Johns	St. Johns	St. Johns
PHYSICAL INFORMATION					
Usable Acres	24.55 & 6.50	104.00	65.00	50.00	65.00
Zoning	PUD	PUD	PUD	PUD	PUD
SALE INFORMATION					
Date		10/10/2019	10/10/2019	7/9/2020	2/17/2021
Status		Recorded	Recorded	Recorded	Recorded
Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Transaction Price		\$8,310,800	\$4,726,500	\$8,640,000	\$7,264,000
Analysis Price		\$8,310,800	\$4,726,500	\$8,640,000	\$7,264,000
\$/Acre		\$79,912	\$72,715	\$172,800	\$111,754

LAND SALES LOCATION MAP



COMPARABLE KEY

COMP	DISTANCE	ADDRESS	SALE DATE	ACRES	\$/ACRE
SUBJECT	-	SR 13N and Longleaf Pine Parkway, St. Johns, FL	-	24.55 & 6.50	
No. 1	1.9 Miles	Longleaf Pine Parkway, Saint Johns, FL	10/10/2019	104.00	\$79,912
No. 2	2.5 Miles	Longleaf Pine Parkway, Saint Johns, FL	10/10/2019	65.00	\$72,715
No. 3	6.7 Miles	St. Johns Parkway, Saint Augustine, FL	7/9/2020	50.00	\$172,800
No. 4	9.0 Miles	St. Johns Parkway, Saint Augustine, FL	2/17/2021	65.00	\$111,754

COMPARABLE 1

LOCATION INFORMATION

Name	Grande Creek subdivision site-Lennar
Address	Longleaf Pine Parkway
City, State, Zip Code	Saint Johns, FL, 32259
County	St. Johns
MSA	Jacksonville, FL
APN	010080-0040

SALE INFORMATION

Buyer	Lennar Homes
Seller	Longleaf Partners, LLC
Transaction Date	10/10/2019
Transaction Status	Recorded
Transaction Price	\$8,310,800
Analysis Price	\$8,310,800
Recording Number	4812/771
Rights Transferred	Fee Simple
Financing	Cash at Settlement
Conditions of Sale	Arms-Length

PHYSICAL INFORMATION

Intended Use	Subdivision	
Location	Average	
Frontage	Average	
Site Size	Acres	SF
Net	104.00	4,530,240
Gross	125.34	5,459,810
Zoning	PUD	
Shape	Irregular	
Topography	Generally Level	
Access	Average	
Exposure	Average	
Utilities	All available	



GRANDE CREEK SUBDIVISION SITE-LENNAR

ANALYSIS INFORMATION

Price	\$/Acre	\$/SF
Gross	\$66,306	\$1.52
Net	\$79,912	\$1.83

CONFIRMATION

Name	Gary Hannon
Company	The Hutson Companies
Source	Seller
Date / Phone Number	04/7/2020

REMARKS

October 2019 sale of entitled/vacant land planned for a portion of the Grande Creek subdivision which will contain a total of 400 single-family lots upon development. Lennar bought the northern portion of the planned development which included 263 planned lots at a price of \$31,600 per lot.

COMPARABLE 2

LOCATION INFORMATION

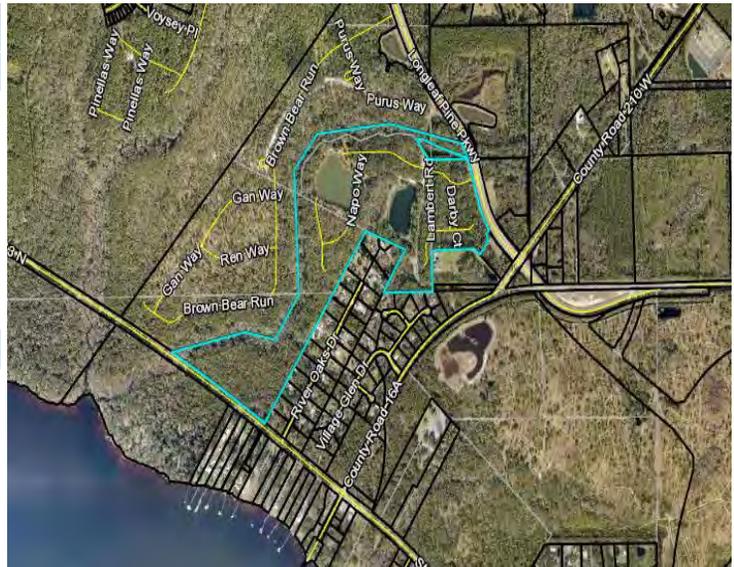
Name	Grande Creek subdivision site-RAH
Address	Longleaf Pine Parkway
City, State, Zip Code	Saint Johns, FL, 32259
County	St. Johns
MSA	Jacksonville, FL
APN	010080-0050

SALE INFORMATION

Buyer	Richmond American Homes
Seller	Longleaf Partners, LLC
Transaction Date	10/10/2019
Transaction Status	Recorded
Transaction Price	\$4,726,500
Analysis Price	\$4,726,500
Recording Number	4812/1556
Rights Transferred	Fee Simple
Financing	Cash at Settlement
Conditions of Sale	Arms-Length

PHYSICAL INFORMATION

Intended Use	Subdivision	
Location	Average	
Frontage	Average	
Site Size	Acres	SF
Net	65.00	2,831,400
Gross	98.02	4,269,751
Zoning	PUD	
Shape	Irregular	
Topography	Generally Level	
Access	Average	
Exposure	Average	
Utilities	All available	



GRANDE CREEK SUBDIVISION SITE-RAH

ANALYSIS INFORMATION

Price	<u>\$/Acre</u>	<u>\$/SF</u>
Gross	\$48,220	\$1.11
Net	\$72,715	\$1.67

CONFIRMATION

Name	Gary Hannon
Company	The Hutson Companies
Source	Seller
Date / Phone Number	04/7/2020

REMARKS

October 2019 sale of vacant/entitled land planned for the development of a portion of the Grande Creek subdivision. The overall community will contain 400 lots upon completion of development. Richmond American bought the proposed southern portion of the community approved for 137 lots at a price of \$34,500 per lot in this transaction.

COMPARABLE 3

LOCATION INFORMATION

Name Silverleaf Parcel 13
 Address St. Johns Parkway
 City, State, Zip Code Saint Augustine, FL, 32092
 County St. Johns
 MSA Jacksonville, FL
 APN 026570-0015

SALE INFORMATION

Buyer Forestar USA Real Estate Group, Inc.
 Seller Whites Ford Timber, LLC
 Transaction Date 07/9/2020
 Transaction Status Recorded
 Transaction Price \$8,640,000
 Analysis Price \$8,640,000
 Recording Number 4987/936
 Rights Transferred Fee Simple
 Financing Cash at Settlement
 Conditions of Sale Arms-Length

PHYSICAL INFORMATION

Intended Use Subdivision
 Location Average
 Site Size Acres SF
 Net 50.00 2,178,000
 Gross 105.00 4,573,800
 Zoning PUD
 Shape Irregular
 Topography Generally Level
 Access Average
 Exposure Average
 Utilities all available



SILVERLEAF PARCEL 13

ANALYSIS INFORMATION

Price	\$/Acre	\$/SF
Gross	\$82,286	\$1.89
Net	\$172,800	\$3.97

CONFIRMATION

Name Gary Hannon
 Company The Hutson Companies
 Source Seller
 Date / Phone Number 02/24/2021

REMARKS

July 2020 sale of Parcel 13 within the larger Silverleaf mixed-use development. The site is located along the west side of St. Johns Parkway near the middle of the overall community. It was purchased by Forestar for the development of 400 townhome style lots. The lots will reportedly be transferred to DR Horton once they are developed who will build the homes in the subdivision.

COMPARABLE 4

LOCATION INFORMATION

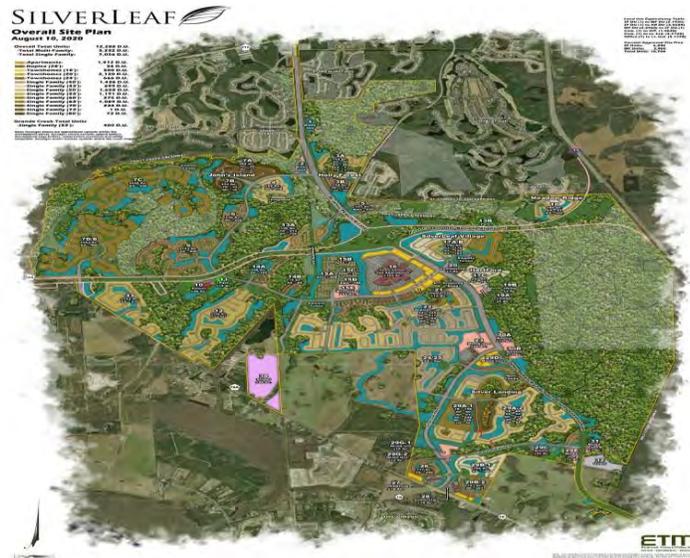
Name Silverleaf Parcel 29B-1
 Address St. Johns Parkway
 City, State, Zip Code Saint Augustine, FL, 32092
 County St. Johns
 MSA Jacksonville, FL
 APN 027980-0000

SALE INFORMATION

Buyer Richmond American Homes
 Seller Whites Ford Timber, LLC
 Transaction Date 02/17/2021
 Transaction Status Recorded
 Transaction Price \$7,264,000
 Analysis Price \$7,264,000
 Recording Number N/A
 Rights Transferred Fee Simple
 Financing Cash at Settlement
 Conditions of Sale Arms-Length

PHYSICAL INFORMATION

Intended Use Subdivision
 Location Average
 Site Size Acres SF
 Net 65.00 2,831,400
 Gross 68.00 2,962,080
 Zoning PUD
 Shape Generally Rectangular
 Topography Generally Level
 Access Average
 Exposure Average
 Utilities all available



SILVERLEAF PARCEL 29B-1

ANALYSIS INFORMATION

Price	\$/Acre	\$/SF
Gross	\$106,824	\$2.45
Net	\$111,754	\$2.57

CONFIRMATION

Name Gary Hannon
 Company The Hutson Companies
 Source Seller
 Date / Phone Number 02/24/2021

REMARKS

February 2021 sale of a vacant parcel known as 29B-1 within the larger Silverleaf development. This parcel is located in the extreme southern portion of the overall community near the CR 16A frontage. It was purchased by Richmond American which will self-develop horizontal infrastructure and then build homes in the subdivision. The site was originally planned for 204 lots although the buyer might slightly reduce the actual number to 201.

LAND SALES ANALYSIS

The same set of comparable sales were utilized for each of the subject parcels. These sales are all located in close proximity to the subject; each was purchased since late 2019 for use as a residential subdivision. Prior to making any adjustments, the sales reflect prices per acre ranging from \$72,715 to \$172,800. After applying the upward adjustment for improving market conditions the range increased to a low of \$77,078 and a high of \$177,984.

Sales 1 and 2 are located just to the southeast of the subject with similar locations. Sales 3 and 4 are located to the east within the larger Silverleaf mixed-use development. This community has a slightly superior location which is closer to primary roadways, supportive commercial development and employment centers. These sales were adjusted slightly downward for their superior location, although Sale 3 has a superior location within Silverleaf when compared to Sale 4.

There is oftentimes an inverse relationship between parcel size and price per acre which yields a higher value for smaller sites as compared to larger sites. Both of the subject parcels are smaller than the comparable sales, and each would be relatively small for the development of a separate residential subdivision. Smaller subdivision sites usually have higher development costs when considered on a price per lot basis as opposed to larger subdivisions where certain fixed costs can be spread over a larger number of lots. In the case of the subject parcels, we would expect their smaller sizes to be a negative factor as a result. Downward adjustments were applied to compensate, and we would expect the subject's southern site to have a larger downward adjustment as compared to the northern site since the northern site contains 24.55 acres while the southern site is much smaller at 6.50 acres.

The subject sites are generally similar to the comparable sales in all other aspects such as access, shape and zoning with no other adjustments required.

In addition to the four sales shown previously that were included in the adjustment grids, we have also considered details of two pending land sales from within RiverTown. These sites are currently under contract to third parties unrelated to Mattamy and are scheduled to close later in 2021. We were provided with specifics of each which have been retained in our workfile, but due to the sensitive nature of this information we have kept certain details confidential at the request of the developer.

One of the sites is being purchased for multi-family residential use, while the other is being purchased for single-family residential use. Both of the sites have superior physical attributes when compared to the subject sites given their respective sizes and locations within the community. It is noted that both have contract prices in excess of \$150,000 per usable acre, but we would expect the subject parcels to have values well below this level given the superiority of the pending sales.

Based on a review of the comparable data, it is our opinion that the value of the subject's larger/northern parcel is \$100,000 per usable acre; we would expect the smaller/southern parcel to have a lower value of \$90,000 per acre given it's smaller size and inferior site utility. The adjustment grids and conclusion of value for each parcel are shown on the following pages.

LAND SALES ADJUSTMENT TABLE-NORTH PARCEL

COMPARABLE	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4
Name	RiverTown Potential Amenity/Park Sites	Grande Creek subdivision site-Lennar	Grande Creek subdivision site-RAH	Silverleaf Parcel 13	Silverleaf Parcel 29B-1
Address	SR 13N and Longleaf Pine Parkway	Longleaf Pine Parkway	Longleaf Pine Parkway	St. Johns Parkway	St. Johns Parkway
City	St. Johns	Saint Johns	Saint Johns	Saint Augustine	Saint Augustine
Usable Acres	24.55	104.00	65.00	50.00	65.00
Zoning	PUD	PUD	PUD	PUD	PUD

SALE INFORMATION

Date	10/10/2019	10/10/2019	7/9/2020	2/17/2021
Status	Recorded	Recorded	Recorded	Recorded
Rights Transferred	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Analysis Price	\$8,310,800	\$4,726,500	\$8,640,000	\$7,264,000
Price/Acre	\$79,912	\$72,715	\$172,800	\$111,754

TRANSACTIONAL ADJUSTMENTS

Property Rights	0%	0%	0%	0%
Financing	0%	0%	0%	0%
Conditions of Sale	0%	0%	0%	0%
Expenditures After the Sale	0%	0%	0%	0%
Market Conditions	6%	6%	3%	0%
COVID-19 Market Impact	0%	0%	0%	0%
Subtotal Transactional Adj Price	\$84,706	\$77,078	\$177,984	\$111,754

PROPERTY ADJUSTMENTS

Location	0%	0%	-10%	-5%
Size/Utility	-5%	-5%	-5%	-5%
Access	0%	0%	0%	0%
Shape	0%	0%	0%	0%
Zoning	0%	0%	0%	0%
Subtotal Property Adjustment	-5%	-5%	-15%	-10%

TOTAL ADJUSTED PRICE	\$80,471	\$73,224	\$151,286	\$100,578
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STATISTICS	UNADJUSTED	ADJUSTED
LOW	\$72,715	\$73,224
HIGH	\$172,800	\$151,286
MEDIAN	\$95,833	\$90,525
AVERAGE	\$109,295	\$101,390

¹ Market Conditions Adjustment: 4%

Date of Value (for adjustment calculations): 2/24/21

CALCULATION OF VALUE-NORTHERN PARCEL

The following table summarizes the analysis of the comparables, reports the reconciled price per acre value conclusion, and presents the concluded value of the subject site.

CALCULATION OF LAND VALUE-NORTHERN PARCEL

COMP	ANALYSIS PRICE	ADJUSTMENT				NET GROSS		OVERALL COMPARISON
		TRANSACTIONAL ¹	ADJUSTED	PROPERTY ²	FINAL	ADJ %	ADJ %	
1	\$79,912	6%	\$84,706	-5%	\$80,471	1%	11%	PRIMARY
2	\$72,715	6%	\$77,078	-5%	\$73,224	1%	11%	PRIMARY
3	\$172,800	3%	\$177,984	-15%	\$151,286	-12%	18%	PRIMARY
4	\$111,754	0%	\$111,754	-10%	\$100,578	-10%	10%	PRIMARY
LOW	\$73,224					AVERAGE		\$101,390
HIGH	\$151,286					MEDIAN		\$90,525
COMPONENT		SUBJECT ACRES		\$/ACRE CONCLUSION		VALUE		
Usable		24.55	x	\$100,000	=			\$2,460,000

¹Cumulative ²Additive

Rounded to nearest \$10,000

LAND SALES ADJUSTMENT TABLE-SOUTHERN PARCEL

COMPARABLE	SUBJECT	COMPARABLE 1	COMPARABLE 2	COMPARABLE 3	COMPARABLE 4
Name	RiverTown Potential Amenity/Park Sites	Grande Creek subdivision site-Lennar	Grande Creek subdivision site-RAH	Silverleaf Parcel 13	Silverleaf Parcel 29B-1
Address	SR 13N and Longleaf Pine Parkway	Longleaf Pine Parkway	Longleaf Pine Parkway	St. Johns Parkway	St. Johns Parkway
City	St. Johns	Saint Johns	Saint Johns	Saint Augustine	Saint Augustine
Usable Acres	6.50	104.00	65.00	50.00	65.00
Zoning	PUD	PUD	PUD	PUD	PUD
SALE INFORMATION					
Date		10/10/2019	10/10/2019	7/9/2020	2/17/2021
Status		Recorded	Recorded	Recorded	Recorded
Rights Transferred		Fee Simple	Fee Simple	Fee Simple	Fee Simple
Analysis Price		\$8,310,800	\$4,726,500	\$8,640,000	\$7,264,000
Price/Acre		\$79,912	\$72,715	\$172,800	\$111,754
TRANSACTIONAL ADJUSTMENTS					
Property Rights		0%	0%	0%	0%
Financing		0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%
Expenditures After the Sale		0%	0%	0%	0%
Market Conditions		6%	6%	3%	0%
COVID-19 Market Impact		0%	0%	0%	0%
Subtotal Transactional Adj Price		\$84,706	\$77,078	\$177,984	\$111,754
PROPERTY ADJUSTMENTS					
Location		0%	0%	-10%	-5%
Size/Utility		-15%	-15%	-15%	-15%
Access		0%	0%	0%	0%
Shape		0%	0%	0%	0%
Zoning		0%	0%	0%	0%
Subtotal Property Adjustment		-15%	-15%	-25%	-20%
TOTAL ADJUSTED PRICE		\$72,000	\$65,517	\$133,488	\$89,403
STATISTICS	UNADJUSTED	ADJUSTED			
LOW	\$72,715	\$65,517			
HIGH	\$172,800	\$133,488			
MEDIAN	\$95,833	\$80,702			
AVERAGE	\$109,295	\$90,102			

¹ Market Conditions Adjustment: 4%

Date of Value (for adjustment calculations): 2/24/21

CALCULATION OF VALUE-SOUTHERN PARCEL

The following table summarizes the analysis of the comparables, reports the reconciled price per acre value conclusion, and presents the concluded value of the subject site.

CALCULATION OF LAND VALUE-SOUTHERN PARCEL								
COMP	ANALYSIS PRICE	ADJUSTMENT				NET GROSS		OVERALL COMPARISON
		TRANSACTIONAL ¹	ADJUSTED	PROPERTY ²	FINAL	ADJ %	ADJ %	
1	\$79,912	6%	\$84,706	-15%	\$72,000	-10%	21%	PRIMARY
2	\$72,715	6%	\$77,078	-15%	\$65,517	-10%	21%	PRIMARY
3	\$172,800	3%	\$177,984	-25%	\$133,488	-23%	28%	PRIMARY
4	\$111,754	0%	\$111,754	-20%	\$89,403	-20%	20%	PRIMARY
LOW	\$65,517					AVERAGE		\$90,102
HIGH	\$133,488					MEDIAN		\$80,702
COMPONENT			SUBJECT ACRES	\$/ACRE CONCLUSION				VALUE
Usable			6.50	x	\$90,000	=		\$590,000

¹Cumulative ²Additive

Rounded to nearest \$10,000

LAND VALUE CONCLUSION

The Sales Comparison Approach was utilized for valuation of the subject site, as it best reflects the decision-making of buyers and sellers of development land in the local marketplace. The purpose of this appraisal is to develop an opinion of the As-Is Market Value of the subject property's fee simple interest. The following table conveys the final opinion of market value of the subject property that is developed within this appraisal report:

Our opinion of value reflects current conditions and the likely actions of market participants as of the date of value. It is based on the available information gathered and provided to us, as presented in this report, and does not predict future performance. Changing market or property conditions can and likely will have an effect on the subject's value.

ANALYSIS OF VALUE CONCLUSIONS		
VALUATION INDICES	AS-IS MARKET VALUE OF NORTHERN PARCEL	AS-IS MARKET VALUE OF SOUTHERN PARCEL
INTEREST APPRAISED	FEE SIMPLE	FEE SIMPLE
DATE OF VALUE	FEBRUARY 24, 2021	FEBRUARY 24, 2021
FINAL VALUE CONCLUSION	\$2,460,000	\$590,000
\$/Acre	\$100,000	\$90,000
Exposure Time	12 Months or Less	12 Months or Less
Marketing Period	12 Months or Less	12 Months or Less

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions of the signers are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The signers of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- John Mullen, MAI has provided real property valuation services as an appraiser for the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Patrick R. Phipps, MAI has provided real property valuation services as an appraiser for the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. The previous valuation services were related to the overall RiverTown development, but the subject parcels were not specifically appraised.
- The signers are not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute.
- John Mullen, MAI inspected the property that is the subject of this report. Patrick R. Phipps, MAI did not inspect the property that is the subject of this report.
- No one provided significant real property appraisal assistance to appraisers signing this certification.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report John Mullen, MAI and Patrick R. Phipps, MAI completed the continuing education program for Designated Members of the Appraisal Institute.



John Mullen, MAI
 Valuation Services Director
 State-Certified General Real Estate Appraiser
 License #RZ3496
 +1 904 861 1154
 sean.mullen@colliers.com

February 28, 2021

Date



February 28, 2021

Patrick R. Phipps, MAI
Managing Director | Jacksonville
State-Certified General Real Estate Appraiser
License #RZ2954
+1 904 861 1114
patrick.phipps@colliers.com

Date

This appraisal is subject to the following assumptions and limiting conditions:

- The appraisers may or may not have been provided with a survey of the subject property. If further verification is required, a survey by a registered surveyor is advised.
- We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- The exhibits in this report are included to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility in connection with such matters.
- Unless otherwise noted herein, it is assumed that there are no encroachments, zoning, or restrictive violations existing in the subject property.
- The appraisers assume no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein.
- Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- The appraisers may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made therefore.
- The statements of value and all conclusions shall apply as of the dates shown herein.
- There is no present or contemplated future interest in the property by the appraisers which is not specifically disclosed in this report.
- Without the written consent or approval of the authors neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraisers and the firm with which the appraisers are connected.
- This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.
- The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- The liability of Colliers International Valuation & Advisory Services, its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- The appraisers are not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. Colliers International Valuation & Advisory Services and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal

injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.

- The appraisers assume no responsibility for determining if the subject property complies with the *Americans with Disabilities Act (ADA)*. Colliers International Valuation & Advisory Services, its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance. This appraisal assumes that the subject meets an acceptable level of compliance with *ADA* standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- An on-site inspection of the subject property was conducted. No evidence of asbestos materials on-site was noted. A Phase 1 Environmental Assessment was not provided for this analysis. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- A detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.
- This analysis assumes that the financial information provided for this appraisal, including rent rolls and historical income and expense statements; accurately reflect the current and historical operations of the subject property.

Engagement Letter

Valuation Glossary

Qualifications of Appraisers

Qualifications of Colliers International Valuation & Advisory Services

PROFESSIONAL SERVICE AGREEMENT

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES

76 South Laura Street, Suite 1500
Jacksonville, FL 32202
DIR +1 904.861.1154
WEB www.colliers.com/valuationadvisory



February 23, 2021

John "Sean" Mullen, MAI
Valuation Services Director
Direct +1 904.861.1154
Mobile +1 912.674.6995
Sean.Mullen@colliers.com

Rivers Edge III CDD, Board of Supervisors

c/o GMS
Jacob O'Keefe
475 West Town Place, Suite 114
St. Augustine, FL 32092
JenK@hgslaw.com
jperry@gmsnf.com
etorres@gmsnf.com

RE: Appraisal of RIVERTOWN PROPOSED PARK/AMENITY SITES, SAINT JOHNS, FLORIDA

Dear Mr. O'Keefe:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

<u>PROFESSIONAL SERVICE AGREEMENT</u> ("Agreement")	
Project	RiverTown Proposed Park/Amenity Sites (6.5 & 24.5 acres respectively per site plan emailed on 2/20/2021) ("Property")
Location	SR 13 North, Saint Johns, FL 32259, Saint Johns County
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and RIVERS EDGE III CDD, BOARD OF SUPERVISORS, (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for RIVERS EDGE III CDD, BOARD OF SUPERVISORS. Intended users include the Client. No other users are intended.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in Internal Decision Making. The report is not intended for any other use.
Purpose	Market Value
Type of Appraisal	CIVAS will produce an Appraisal Report in which the appraiser's analysis and conclusions will be summarized within this document.
Rights Appraised	Fee Simple
Date of Value	Date of inspection (or other date defined by appraiser)

Scope of Work	<p>CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results.</p> <p>Based on our discussions with the Client, the Client has requested the following valuation scenarios:</p> <ul style="list-style-type: none"> › As Is <p>CIVAS anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none"> › Land Value <p>An inspection of the subject property will be performed.</p> <p>Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.</p> <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p>
Delivery	<p>Draft Appraisal: Delivered one (1) weeks from the date of authorization and receipt of property specific information.</p> <p>Final Appraisal: Delivered three (3) days after completion of client review and authorization to deliver final report(s).</p>
Professional Fee	\$7,500
Expenses	Fees include all associated expenses.
No. of Reports	One (1) Electronic Draft Appraisal and One (1) Electronic Final Appraisal. No printed copies will be delivered to the client.
Retainer	No retainer is required.
Payment Terms	<p>CIVAS will invoice Client for the Appraisal in its entirety at the delivery of the draft appraisal.</p> <p>Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the Final Appraisal or within thirty (30) days of your receipt of our Draft Appraisal, whichever is sooner. If a Draft Appraisal is requested, the fee is considered earned upon delivery of our Draft Appraisal.</p>
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information needed to begin and complete our analysis. The Client signing this Agreement or the party sending the specific property data certifies that all the information provided is accurate and complete as of the date of this request, and that any updates, revisions or additional relevant information that comes into control or possession of the Client prior to the date on which the Appraisal is delivered shall be provided to CIVAS immediately. Please forward with the Agreement or as soon as possible.

- | | |
|---|--|
| › Survey with Legal Description & Site Size | › Three year & YTD Income & Expenses |
| › Title Report | › Current Budget |
| › Wetland Delineation Map (if applicable) | › Detailed occupancy report for the past 3 years and YTD |
| › Engineering studies, soil tests or environmental assessments | › Detailed current certified rent roll indicating any vacant units and in-place rents |
| › Ground lease (if applicable) | › Details regarding any pending changes to the rent roll including any negotiated side deals to delay or forgive rent payments |
| › Existing Building or Improvement Plans | › Aged Accounts/Delinquency Report |
| › Individual Floor or Unit Plans | › Details regarding any concessions currently being offered for new and existing tenants |
| › Current County Property Tax Bill | › Marketing plan and/or local competitive study, if available |
| › Details on any Sale, Contract, or listing of the property in the past 3 years | › Copy of recent Appraisals or Market Studies |
| › Construction Cost/Budget (within past 3 years) | › Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process |
| › Detailed list of personal property items | › Property Contact _____ |
| › Property Condition Report | |
| › Details regarding the historical and future replacement schedule (i.e., carpets, appliances, cabinetry, laundry facilities, HVAC, etc.) | |
| › Capital improvements history (2 years) & budget | |

In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.

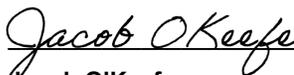
Reliance Language

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

The Appraisal requires CIVAS to submit a Summation of the Appraisal Findings in the form of a Letter of Transmittal along with the Summary of Salient Facts and Special/Limiting Conditions applicable to the Appraisal. This will be completed in conjunction with the Appraisal at the above stated fee.

If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you.

I, **Jacob O'Keefe/Rivers Edge III CDD, Board of Supervisors**, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.

 _____ Date: 2/24/2021

Jacob O'Keefe
Rivers Edge III CDD, Board of Supervisors

Respectfully,

Colliers International Valuation & Advisory Services, LLC



John "Sean" Mullen, MAI
Valuation Services Director
Direct +1 904.861.1154
Mobile +1 912.674.6995
Sean.Mullen@colliers.com

TERMS AND CONDITIONS**“T&C”**

- 1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum \$500 or at a rate of \$250 per hour for associate time, \$300 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within with this time period.
- 7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client. In the event that any such information is inaccurate, misleading or incomplete, CIVAS shall have no responsibility or liability for any matters relating thereto (whether to the Client or to any third party).
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.
- 14) Client agrees that its only remedy for losses or damages relating to the Agreement shall be limited to the amount of the appraisal fee paid by the Client and in no circumstances shall CIVAS be liable for any losses or damages in excess of this amount. Should the Client, or any other entitled party, make a claim against CIVAS, its directors, officers, employees and other affiliates and shareholders, relating to this engagement or the appraisal(s), the maximum damages recoverable from CIVAS, its directors, officers, employees and other affiliates and shareholders, shall be the amount of funds actually collected by CIVAS under the Agreement, and no claim shall be made for any consequential or punitive damages.
- 15) If CIVAS or any of its employees receives a subpoena or other judicial notification to produce documents or provide testimony involving the Appraisal in connection with a lawsuit or related proceeding, CIVAS will notify the Client of receipt of the subpoena or

notification. However, if CIVAS is not part of the lawsuit or proceedings, Client agrees to compensate CIVAS for the professional time required and to reimburse CIVAS for the expenses incurred in responding to any such subpoena or judicial notification, including any attorneys' fees, as they are incurred. CIVAS is to be compensated at the prevailing hourly rates of the personnel responding to the subpoena or command for testimony.

- 16) If expert witness testimony is required in connection with the Appraisal, the following hourly rates will apply. The Client will be billed at the rate of \$250 per hour for associate time, \$350 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.
- 17) Client shall indemnify and hold CIVAS, its parent, subsidiaries, affiliates, its officers, directors, employees and agents ("CIVAS Indemnities"), fully harmless against all losses, damages, claims, and expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client (including any failure to perform any duty imposed by law), any misrepresentation, distortion or if Client fails to provide complete and accurate information to CIVAS, for which recovery is sought against the CIVAS Indemnities; however, such obligation to defend and indemnify shall not apply to the extent caused by the negligent act or willful misconduct of CIVAS. Client shall indemnify and hold CIVAS Indemnities harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the Appraisal to any third party. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION PROVISION ABOVE, ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.
- 18) CIVAS agrees to maintain Professional Liability Insurance in the amount of \$1,000,000 and General Liability insurance in the amount of \$2,000,000, as well as Workers Compensation per local regulatory requirements. CIVAS will endeavor to provide Client with written notice regarding any cancellation of any such insurance. CIVAS will provide Client with certificates of insurance naming Client as an additional insured on the General Liability policy upon request.
- 19) The Appraisal and the name Colliers International Valuation & Advisory Services may not be used in any marketing or investment material or offering memoranda without CIVAS' prior written consent. CIVAS, its employees and appraisers have no liability to any recipients of any prepared material and disclaim all liability to any party other than the Client.
- 20) Unless CIVAS consents in writing, the Appraisal cannot be used by any party or for any purpose other than the Client for the purposes specified in the Agreement. Should the Client provide a copy of this Appraisal to any person or entity not authorized by CIVAS in writing, Client hereby agrees to hold CIVAS, its directors, officers, employees and other affiliates and shareholders, harmless from all damages, expenses, claims and costs, including any attorney's fees. The Client acknowledges that any opinions and conclusions expressed by the professionals of CIVAS pursuant to the Agreement are made as employees and not as individuals. CIVAS' responsibility is limited to the Client, and the use of the Appraisal or related product by third parties shall be solely at the risk of the Client and/or third parties.
- 21) The use of this appraisal shall be used only for the purpose as set forth in the Intended Use section of the Agreement. In the event that the client wishes to use this report or portions of this report for any other purpose such as, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at the Client's sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS and the Client, by a party satisfactory to CIVAS and the Client. CIVAS does consent to Client submission of the complete Appraisal to rating agencies, loan participants or your accountants/auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

ADDENDUM TO THE PROFESSION SERVICE AGREEMENT BETWEEN THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT AND COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES, LLC FOR PROFESSIONAL REAL PROPERTY APPRAISAL SERVICES

This Agreement (the “Agreement”) is made and entered into this 24 day of February, 2021, by and between:

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

Colliers International Valuation & Advisory Services, LLC, a foreign limited liability company, with a mailing address of 76 South Laura Street, Suite 1500, Jacksonville, Florida 32202 (the “**Appraiser**” and collectively with the District, the “**Parties**”).

RECITALS

WHEREAS, the Parties simultaneously are into that *Professional Service Agreement by and between Rivers Edge III Community Development District and Colliers International Valuation & Advisory Services, LLC* dated February 23, 2021 (the “Agreement”) attached hereto as **Exhibit A**; and

WHEREAS, the Parties desire to amend the Agreement to specify certain additional provisions.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. COMPLIANCE WITH PUBLIC RECORDS LAWS. Appraiser understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Appraiser agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Appraiser acknowledges that the designated public records custodian for the District is James Perry (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Appraiser shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the

District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Appraiser does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Appraiser's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Appraiser, the Appraiser shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE APPRAISER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE APPRAISER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092, PHONE: (904) 940-5850, E-MAIL JPERRY@GMSNF.COM.

SECTION 3. E-VERIFY REQUIREMENTS. The Appraiser shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Appraiser shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Appraiser has knowingly violated Section 448.091, Florida Statutes.

If the Appraiser anticipates entering into agreements with a subcontractor for the Work, Appraiser will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Appraiser shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Appraiser has otherwise complied with its obligations hereunder, the District shall promptly notify the Appraiser. The Appraiser agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Appraiser or any subcontractor who has a good faith belief that a person or entity with

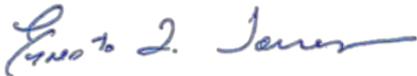
which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Appraiser represents that no public employer has terminated a contract with the Appraiser under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. Appraiser further represents that it is independent appraiser.

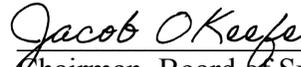
IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the day and year first written above.

Attest:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary



Chairman, Board of Supervisors

Witness:

**COLLIERS INTERNATIONAL
VALUATION & ADVISORY
SERVICES, LLC**

(Signature of Witness)

By: 

Print: John "Sean" Mullen, MAI
Its: Valuation Services Director

Exhibit A: Professional Service Agreement

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT

COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES

76 South Laura Street, Suite 1500
Jacksonville, FL 32202
DIR +1 904.861.1154
WEB www.colliers.com/valuationadvisory



February 23, 2021

John "Sean" Mullen, MAI
Valuation Services Director
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Mobile +1 912.674.6995
Sean.Mullen@colliers.com

Rivers Edge III CDD, Board of Supervisors
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475 West Town Place, Suite 114
St. Augustine, FL 32092
JenK@hgslaw.com
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RE: Appraisal of RIVERTOWN PROPOSED PARK/AMENITY SITES, SAINT JOHNS, FLORIDA

Dear Mr. O'Keefe:

Thank you for considering Colliers International Valuation & Advisory Services, LLC for the assignment identified in the below stated Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

PROFESSIONAL SERVICE AGREEMENT	
("Agreement")	
Project	RiverTown Proposed Park/Amenity Sites (6.5 & 24.5 acres respectively per site plan emailed on 2/20/2021) ("Property")
Location	SR 13 North, Saint Johns, FL 32259, Saint Johns County
Parties	Colliers International Valuation & Advisory Services, LLC ("CIVAS") and RIVERS EDGE III CDD, BOARD OF SUPERVISORS, (herein at times referred to as "Client")
Intended User	The appraisal will be prepared for RIVERS EDGE III CDD, BOARD OF SUPERVISORS. Intended users include the Client. No other users are intended.
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended only for use in Internal Decision Making. The report is not intended for any other use.
Purpose	Market Value
Type of Appraisal	CIVAS will produce an Appraisal Report in which the appraiser's analysis and conclusions will be summarized within this document.
Rights Appraised	Fee Simple
Date of Value	Date of inspection (or other date defined by appraiser)

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Scope of Work	<p>CIVAS and/or its designated affiliate will provide the Appraisal in accordance with USPAP and the Code of Ethics and Certifications Standards of the Appraisal Institute and State Licensing Laws. CIVAS will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results.</p> <p>Based on our discussions with the Client, the Client has requested the following valuation scenarios:</p> <ul style="list-style-type: none"> › As Is <p>CIVAS anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none"> › Land Value <p>An inspection of the subject property will be performed.</p> <p>Please note if it's a requirement per the client's underwriting guidelines to analyze and report all approaches to value, this will be performed although some approaches may be limited in application.</p> <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p>
Delivery	<p>Draft Appraisal: Delivered one (1) weeks from the date of authorization and receipt of property specific information.</p> <p>Final Appraisal: Delivered three (3) days after completion of client review and authorization to deliver final report(s).</p>
Professional Fee	\$7,500
Expenses	Fees include all associated expenses.
No. of Reports	One (1) Electronic Draft Appraisal and One (1) Electronic Final Appraisal. No printed copies will be delivered to the client.
Retainer	No retainer is required.
Payment Terms	<p>CIVAS will invoice Client for the Appraisal in its entirety at the delivery of the draft appraisal.</p> <p>Final payment is due and payable within five (5) business days upon delivery of the electronic copy of the Final Appraisal or within thirty (30) days of your receipt of our Draft Appraisal, whichever is sooner. If a Draft Appraisal is requested, the fee is considered earned upon delivery of our Draft Appraisal.</p>
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within three (3) business days from the date of this letter.

Terms and Conditions

The attached Terms and Conditions and Specific Property Data Request are deemed a part of this Agreement as though set forth in full herein. The following is a list of information needed to begin and complete our analysis. The Client signing this Agreement or the party sending the specific property data certifies that all the information provided is accurate and complete as of the date of this request, and that any updates, revisions or additional relevant information that comes into control or possession of the Client prior to the date on which the Appraisal is delivered shall be provided to CIVAS immediately. Please forward with the Agreement or as soon as possible.

- | | |
|---|--|
| › Survey with Legal Description & Site Size | › Three year & YTD Income & Expenses |
| › Title Report | › Current Budget |
| › Wetland Delineation Map (if applicable) | › Detailed occupancy report for the past 3 years and YTD |
| › Engineering studies, soil tests or environmental assessments | › Detailed current certified rent roll indicating any vacant units and in-place rents |
| › Ground lease (if applicable) | › Details regarding any pending changes to the rent roll including any negotiated side deals to delay or forgive rent payments |
| › Existing Building or Improvement Plans | › Aged Accounts/Delinquency Report |
| › Individual Floor or Unit Plans | › Details regarding any concessions currently being offered for new and existing tenants |
| › Current County Property Tax Bill | › Marketing plan and/or local competitive study, if available |
| › Details on any Sale, Contract, or listing of the property in the past 3 years | › Copy of recent Appraisals or Market Studies |
| › Construction Cost/Budget (within past 3 years) | › Name and telephone number of property contact for physical inspection and additional information needed during the appraisal process |
| › Detailed list of personal property items | › Property Contact _____ |
| › Property Condition Report | |
| › Details regarding the historical and future replacement schedule (i.e., carpets, appliances, cabinetry, laundry facilities, HVAC, etc.) | |
| › Capital improvements history (2 years) & budget | |

In addition to the items requested above, please forward any additional materials you would consider relevant in the analysis of the subject property.

Reliance Language

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with the stated Intended Use. CIVAS is not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by CIVAS or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS, by a party satisfactory to CIVAS. CIVAS hereby expressly grants to client the right to copy the Appraisal and distribute it to employees of client and to your accountants/auditors in its entirety (but not component parts) without the need to provide CIVAS with an Indemnification Agreement and/or Non-Reliance letter.

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The Appraisal requires CIVAS to submit a Summation of the Appraisal Findings in the form of a Letter of Transmittal along with the Summary of Salient Facts and Special/Limiting Conditions applicable to the Appraisal. This will be completed in conjunction with the Appraisal at the above stated fee.

If you have questions regarding the enclosed, please feel free to contact me. CIVAS appreciates this opportunity to be of service to you on this assignment and looks forward to serving you.

I, **Jacob O'Keefe/Rivers Edge III CDD, Board of Supervisors**, agree to the above stated terms and authorize Colliers International Valuation & Advisory Services, LLC to prepare the above referenced appraisal.

Date: _____

Jacob O'Keefe
Rivers Edge III CDD, Board of Supervisors

Respectfully,

Colliers International Valuation & Advisory Services, LLC



John "Sean" Mullen, MAI
Valuation Services Director
Direct +1 904.861.1154
Mobile +1 912.674.8995
Sean.Mullen@colliers.com

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TERMS AND CONDITIONS

"T&C"

- 1) The Appraisal will be subject to Colliers International Valuation & Advisory Services, LLC's ("CIVAS") Assumptions and Limiting Conditions that are incorporated into each appraisal, and any Extraordinary Assumptions and Hypothetical Conditions that may be incorporated into each appraisal.
- 2) Any capitalized, non-defined words shall have the same meaning as defined in the Agreement to which these T&Cs are attached.
- 3) Client is defined as the party signing the Agreement and shall be responsible for payment of the fees stipulated in the Agreement. Payment of the fee for the Appraisal is not contingent on the appraised value(s) or the outcome of the report(s). Additional fees will be charged on an hourly basis for any work that may exceed the scope of this proposal, including performing additional valuation scenarios, additional research, and conference calls, meetings, deposition preparation, deposition, trial testimony or travel that may exceed the time allotted by CIVAS for an assignment of this nature. If CIVAS is requested to cease working on the Appraisal for any reason prior to the completion of the appraisal(s), CIVAS will be entitled to bill the Client for the time spent to date at CIVAS' hourly rates for the personnel involved. The Client will be billed a minimum \$500 or at a rate of \$250 per hour for associate time, \$300 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. If the Client delays completion of the assignment beyond ninety (90) days, the fee may be renegotiated. This may result in the total fee exceeding the original agreed fee agreed upon cost.
- 4) Client agrees to pay all fees and expenses, including attorney's fees, incurred by CIVAS in connection with the collection or attempted collection of the fees and expenses. In the event Client fails to make payments when due and payable, the amount due shall bear interest at 1.5% per month or the maximum rate permitted in the state in which the CIVAS office executing the Agreement is located, whichever is lesser.
- 5) The fee is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. If a draft is requested, the fee is considered earned upon delivery of our draft report.
- 6) In the event that either party commences any legal action relating to the provisions of the Agreement, including collection, the prevailing party shall be entitled to its actual attorneys' fees and costs. The Agreement shall be governed by and construed in accordance with the laws of the state where the CIVAS office executing the Agreement is located. The venue of any action arising out of the Agreement shall be the county where the CIVAS office executing the Agreement is located. Client will have up to thirty (30) days from receipt of the Draft Appraisal to review and communicate its review to CIVAS. CIVAS reserves the right to bill Client for additional appraisal efforts that may arise from the Client not responding within this time period.
- 7) CIVAS does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the state of affairs of the Property furnished to CIVAS by Client. In the event that any such information is inaccurate, misleading or incomplete, CIVAS shall have no responsibility or liability for any matters relating thereto (whether to the Client or to any third party).
- 8) CIVAS shall have no responsibility for legal matters, questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The Appraisal will not constitute a survey of the Property analyzed.
- 9) Client shall provide CIVAS with such materials with respect to the Appraisal as requested by CIVAS and which are in the possession or under the control of Client. Client shall provide CIVAS with sufficient access to the Property to be analyzed and hereby grants permission for entry, unless discussed in advance to the contrary.
- 10) The data gathered in the course of the Appraisal (except data furnished by Client) and the Appraisal prepared pursuant to the Agreement are, and will remain, the property of CIVAS. With respect to data provided by Client, such data shall be confidential, and CIVAS shall not disclose any information identified as confidential furnished to CIVAS. Notwithstanding the foregoing, CIVAS is authorized by Client to disclose all or any portion of the Appraisal and the related data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable CIVAS to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
- 11) Unless specifically noted, CIVAS does not assume any duty to analyze or examine the Property or adjacent property for the possible presence of toxic and/or hazardous substances or materials (including but not exclusive to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof) and accepts no liability regarding the issue. If such materials exist, CIVAS defers to the expertise of professionals specifically trained in analyzing the cost to remediate, which will not be a part of the appraisal fee proposal. The Appraisal will contain a comprehensive disclaimer to this effect.
- 12) CIVAS understands that there is no major or significant deferred maintenance in the Property which would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, and are not a part of the fee contemplated in the Agreement.
- 13) Client acknowledges that CIVAS is being retained hereunder as an independent contractor to perform the services described herein and nothing in the Agreement shall be deemed to create any other relationship between Client and CIVAS. The Agreement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal discussed herein.
- 14) Client agrees that its only remedy for losses or damages relating to the Agreement shall be limited to the amount of the appraisal fee paid by the Client and in no circumstances shall CIVAS be liable for any losses or damages in excess of this amount. Should the Client, or any other entitled party, make a claim against CIVAS, its directors, officers, employees and other affiliates and shareholders, relating to this engagement or the appraisal(s), the maximum damages recoverable from CIVAS, its directors, officers, employees and other affiliates and shareholders, shall be the amount of funds actually collected by CIVAS under the Agreement, and no claim shall be made for any consequential or punitive damages.
- 15) If CIVAS or any of its employees receives a subpoena or other judicial notification to produce documents or provide testimony involving the Appraisal in connection with a lawsuit or related proceeding, CIVAS will notify the Client of receipt of the subpoena or

PROFESSIONAL SERVICE AGREEMENT

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notification. However, if CIVAS is not part of the lawsuit or proceedings, Client agrees to compensate CIVAS for the professional time required and to reimburse CIVAS for the expenses incurred in responding to any such subpoena or judicial notification, including any attorneys' fees, as they are incurred. CIVAS is to be compensated at the prevailing hourly rates of the personnel responding to the subpoena or command for testimony.

- 16) If expert witness testimony is required in connection with the Appraisal, the following hourly rates will apply. The Client will be billed at the rate of \$250 per hour for associate time, \$350 per hour for valuation services director, \$400 per hour for managing director, and \$450 per hour for executive managing director. The hourly billings pertain to court preparation, waiting and travel time, document review and preparation (excludes appraisal report) and all meetings related to court testimony.
- 17) Client shall indemnify and hold CIVAS, its parent, subsidiaries, affiliates, its officers, directors, employees and agents ("CIVAS Indemnities"), fully harmless against all losses, damages, claims, and expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligence or intentional acts or omissions of Client (including any failure to perform any duty imposed by law), any misrepresentation, distortion or if Client fails to provide complete and accurate information to CIVAS, for which recovery is sought against the CIVAS Indemnities; however, such obligation to defend and indemnify shall not apply to the extent caused by the negligent act or willful misconduct of CIVAS. Client shall indemnify and hold CIVAS Indemnities harmless from any claims, expenses, judgments or other items or costs arising as a result of the Client's failure or the failure of any of the Client's agents to provide a complete copy of the Appraisal to any third party. LIMITATION OF LIABILITY. EXCEPT FOR THE INDEMNIFICATION PROVISION ABOVE, ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER.
- 18) CIVAS agrees to maintain Professional Liability Insurance in the amount of \$1,000,000 and General Liability insurance in the amount of \$2,000,000, as well as Workers Compensation per local regulatory requirements. CIVAS will endeavor to provide Client with written notice regarding any cancellation of any such insurance. CIVAS will provide Client with certificates of insurance naming Client as an additional insured on the General Liability policy upon request.
- 19) The Appraisal and the name Colliers International Valuation & Advisory Services may not be used in any marketing or investment material or offering memoranda without CIVAS' prior written consent. CIVAS, its employees and appraisers have no liability to any recipients of any prepared material and disclaim all liability to any party other than the Client.
- 20) Unless CIVAS consents in writing, the Appraisal cannot be used by any party or for any purpose other than the Client for the purposes specified in the Agreement. Should the Client provide a copy of this Appraisal to any person or entity not authorized by CIVAS in writing, Client hereby agrees to hold CIVAS, its directors, officers, employees and other affiliates and shareholders, harmless from all damages, expenses, claims and costs, including any attorney's fees. The Client acknowledges that any opinions and conclusions expressed by the professionals of CIVAS pursuant to the Agreement are made as employees and not as individuals. CIVAS' responsibility is limited to the Client, and the use of the Appraisal or related product by third parties shall be solely at the risk of the Client and/or third parties.
- 21) The use of this appraisal shall be used only for the purpose as set forth in the Intended Use section of the Agreement. In the event that the client wishes to use this report or portions of this report for any other purpose such as, to become part of or be referenced in, any offering or other material intended for the review of others, or to be submitted to others, will be at the Client's sole and absolute discretion and, if given, will be on condition that CIVAS will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to CIVAS and the Client, by a party satisfactory to CIVAS and the Client. CIVAS does consent to Client submission of the complete Appraisal to rating agencies, loan participants or your accountants/auditors without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

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Unless specified otherwise, these definitions were extracted from the following sources or publications:

The Dictionary of Real Estate Appraisal, Sixth Edition, Appraisal Institute, Chicago, Illinois, 2015 (*Dictionary*).

Uniform Standards of Professional Appraisal Practice, 2020-2021 Edition (USPAP).

The Appraisal of Real Estate, Fourteenth Edition, Appraisal Institute, Chicago, Illinois, 2013 (*14th Edition*).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (*Dictionary*)

Ad Valorem Tax

A real estate tax based on the assessed value of the property, which is not necessarily equivalent to its market value. (*14th Edition*)

Aggregate of Retail Values (ARV)

The sum of the separate and distinct market value opinions for each of the units in a condominium; subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as sold together in a single transaction; it is simply the total of the individual market value conclusions. Also called *sum of the retail values*. (*Dictionary*)

Arm's-length Transaction

A transaction between unrelated parties who are each acting in his or her own best interest. (*Dictionary*)

As-Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (*Dictionary*)

Assessed Value

The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value. (*14th Edition*)

Average Daily Room Rate (ADR)

In the lodging industry, the net rooms revenue derived from the sale of guest rooms divided by the number of paid occupied rooms. (*Dictionary*)

Band of Investment

A technique in which the capitalization rates attributable to components of an investment are weighted and combined to derive a weighted-average rate attributable to the total investment. (*Dictionary*)

Cash-Equivalent Price

The price of a property with nonmarket financing expressed as the price that would have been paid in an all-cash sale. (*Dictionary*)

Common Area

The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities. (*Dictionary*)

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Contract Rent

The actual rental income specified in a lease. *(14th Edition)*

Cost Approach

A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised. *(14th Edition)*

Curable Functional Obsolescence

An element of depreciation; a curable defect caused by a flaw in the structure, materials, or design, which can be practically and economically corrected. *(Dictionary)*

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service, which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR)*. *(Dictionary)*

Deferred Maintenance

Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of a property. *(Dictionary)*

Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. *(Dictionary)*

Direct Costs

Expenditures for the labor and materials used in the construction of improvements; also called *hard costs*. *(Dictionary)*

Discounted Cash Flow (DCF) Analysis

The procedure in which a discount rate is applied to a set of projected income streams and a reversion. The analyst specifies the quantity, variability, timing, and duration of the income streams and the quantity and timing of the reversion, and discounts each to its present value at a specified yield rate. *(Dictionary)*

Discount Rate

A rate of return on capital used to convert future payments or receipts into present value; usually considered to be a synonym for *yield rate*. *(Dictionary)*

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider their best interests.
7. An adequate marketing effort will be made during the exposure time.

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8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.

9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. *(Dictionary)*

Easement

The right to use another's land for a stated purpose. Access or right-of-way easements may be acquired by private parties or public utilities. Governments may be the beneficiaries of easements placed on privately owned land that is dedicated to conservation, open space, or preservation. *(14th Edition)*

Economic Life

The period over which improvements to real property contribute to property value. *(Dictionary)*

Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. *(Dictionary)*

Effective Date

The date on which the appraisal or review opinion applies (SVP) *(Dictionary)*

Effective Gross Income (EGI)

The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. *(Dictionary)*

Effective Gross Income Multiplier (EGIM)

The ratio between the sale price (or value) of a property and its effective gross income. *(Dictionary)*

Effective Rent

The rental rate net of financial concessions such as periods of free rent during the lease term and above or below-market tenant improvements (TIs). *(14th Edition)*

Eminent Domain

The right of government to take private property for public use upon the payment of just compensation. The Fifth Amendment of the U.S. Constitution, also known as the *takings clause*, guarantees payment of just compensation upon appropriation of private property. *(Dictionary)*

Entrepreneurial Incentive

The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called *developer's profit*) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. *(Dictionary)*

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Entrepreneurial Profit

A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses. *(Dictionary)*

Excess Land

Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. *(Dictionary)*

Excess Rent

The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. Due to the higher risk inherent in the receipt of excess rent, it may be calculated separately and capitalized or discounted at a higher rate in the income capitalization approach. *(14th Edition)*

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. *(Dictionary)*

Exposure Time

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. *(USPAP)*

External Obsolescence

A type of depreciation; a diminution in value caused by negative external influences and generally incurable on the part of the owner, landlord, or tenant. The external influence may be temporary or permanent. *(Dictionary)*

Extraordinary Assumption

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions. *(USPAP)*

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Fair Market Value

In nontechnical usage, a term that is equivalent to the contemporary usage of *market value*.

As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency. (*Dictionary*)

Feasibility Analysis

A study of the cost-benefit relationship of an economic endeavor. (*USPAP*)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. (*Dictionary*)

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area. (*Dictionary*)

Functional Obsolescence

The impairment of functional capacity of improvements according to market tastes and standards. (*Dictionary*)

Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (*Dictionary*)

Furniture, Fixtures, and Equipment (FF&E)

Business trade fixtures and personal property, exclusive of inventory. (*Dictionary*)

Going-concern

An established and operating business having an indefinite future life. (*Dictionary*)

Going-concern Value

An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern or market value of the total assets of the business*. (*Dictionary*)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved. (*Dictionary*)

Gross Leasable Area (GLA) - Commercial

Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (*Dictionary*)

Gross Living Area (GLA) - Residential

Total area of finished, above-grade residential area; calculated by measuring the outside perimeter of the structure and includes only finished, habitable, above-grade living space. (Finished basements and attic areas are not generally included in total gross living area. Local practices, however, may differ.) (*Dictionary*)

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Highest & Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for that asset when formulating the price that it would be willing to bid (IVS). (*Dictionary*)

Hypothetical Condition

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (*USPAP*)

Income Capitalization Approach

In the income capitalization approach, an appraiser analyzes a property's capacity to generate future benefits and capitalizes the income into an indication of present value. The principle of anticipation is fundamental to this approach. Techniques and procedures from this approach are used to analyze comparable sales data and to measure obsolescence in the cost approach. (*14th Edition*)

Incurable Functional Obsolescence

An element of depreciation; a defect caused by a deficiency or superadequacy in the structure, materials, or design that cannot be practically or economically corrected as of the effective date of the appraisal. (*Dictionary*)

Indirect Costs

Expenditures or allowances for items other than labor and materials that are necessary for construction, but are not typically part of the construction contract. Indirect costs may include administrative costs, professional fees, financing costs and the interest paid on construction loans, taxes and the builder's or developer's all-risk insurance during construction, and marketing, sales, and lease-up costs incurred to achieve occupancy or sale. Also called *soft costs*. (*Dictionary*)

Insurable Replacement Cost

The cost estimate, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design and layout for insurance coverage purposes guaranteeing that damaged property is replaced with a new property (i.e., depreciation is not deducted). (*Dictionary*)

Interim Use

The temporary use to which a site or improved property is put until a different use becomes maximally productive. (*Dictionary*)

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Investment Value

The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. *(Dictionary)*

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.

9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. *(Dictionary)*

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversion right when the lease expires. *(Dictionary)*

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. *(Dictionary)*

Legally Nonconforming Use

A use that was lawfully established and maintained, but no longer conforms to the use regulations of its current zoning; also known as a *grandfathered use*. *(Dictionary)*

Market Area

The geographic region from which a majority of demand comes and in which the majority of competition is located. Depending on the market, a market area may be further subdivided into components such as primary, secondary, and tertiary market areas. *(Dictionary)*

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting the conditions and restrictions of a specific lease agreement, including the rental adjustment and revaluation, permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). *(Dictionary)*

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Market Study

An analysis of the market conditions of supply, demand, and pricing for a specific property type in a specific area. (*Dictionary*)

Market Value (Most Common Non-FRT)

The most probable price, as of a specific date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue distress. (*Dictionary*)

Market Value (Interagency Guidelines)

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales

Market Value (Inter. Guidelines con't)

concessions granted by anyone associated with the sale. (*Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472*)

Marketability Analysis

The study of how a specific property is expected to perform in a specific market. A marketability analysis expands on a market analysis by addressing a specific property. (*Dictionary*)

Neighborhood Analysis

The objective analysis of observable or quantifiable data indicating discernible patterns of urban growth, structure, and change that may detract from or enhance property values; focuses on four sets of considerations that influence value: social, economic, governmental, and environmental factors. (*Dictionary*)

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization). (*14th Edition*)

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (*Dictionary*)

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Off-site Costs

Costs incurred in the development of a project, excluding on-site costs such as grading and construction of the building and other improvements; also called *common costs* or *off-site improvement costs*. (*Dictionary*)

On-site Costs

Costs incurred for the actual construction of buildings and improvements on a particular site. (*Dictionary*)

Overage Rent

The percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a percentage of sales in excess of a specified breakeven sales volume. (*14th Edition*)

Overall Capitalization Rate (OAR)

The relationship between a single year's net operating income expectancy and the total property price or value. (*Dictionary*)

Parking Ratio

The ratio of parking area or parking spaces to an economic or physical unit of comparison. Minimum required parking ratios for various land uses are often stated in zoning ordinances. (*Dictionary*)

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (*Dictionary*)

Potential Gross Income Multiplier (PGIM)

The ratio between the sale price (or value) of a property and its annual potential gross income. (*Dictionary*)

Present Value (PV)

The value of a future payment or series of future payments discounted to the current date or to time period zero. (*Dictionary*)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy. (*Dictionary*)

Qualitative Adjustment

An indication that one property is superior, inferior, or the same as another property. Note that the common usage of the term is a misnomer in that an adjustment to the sale price of a comparable property is not made. Rather, the indication of a property's superiority or inferiority to another is used in relative comparison analysis, bracketing, and other forms of qualitative analysis. (*Dictionary*)

Quantitative Adjustment

A numerical (dollar or percentage) adjustment to the indicated value of the comparable property to account for the effect of a difference between two properties on value. (*Dictionary*)

Rentable Area

The amount of space on which the rent is based; calculated according to local practice. (*Dictionary*)

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Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (*Dictionary*)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the deficiencies, superadequacies, and obsolescence of the subject building. (*Dictionary*)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (*Dictionary*)

Sales Comparison Approach

The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered vacant when an adequate supply of comparable sales is available. (*Dictionary*)

Scope of Work

The type and extent of research and analysis in an appraisal or appraisal review assignment. Scope of work includes, but is not limited to:

The extent to which the property is identified;

The extent to which tangible property is inspected;

The type and extent of data researched; and

The type and extent of analysis applied to arrive at opinions or conclusions. (*USPAP*)

Shopping Center Types

Neighborhood Shopping Center: The smallest type of shopping center, generally with a gross leasable area of between 30,000 and 100,000 square feet. Typical anchors include supermarkets. Neighborhood shopping centers offer convenience goods and personal services and usually depend on a market population support of 3,000 to 40,000 people.

Community Shopping Center: A shopping center of 100,000 to 400,000 square feet that usually contains one junior department store, a variety store, discount or department store. A community shopping center generally has between 20 and 70 retail tenants and a market population support of 40,000 to 150,000 people.

Regional Shopping Center: A shopping center of 300,000 to 900,000 square feet that is built around one or two full-line department stores of approximately 200,000 square feet each plus small tenant spaces. This type of center is typically supported by a minimum population of 150,000 people.

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Shopping Center Types (cont.)

Super-Regional Center: A large center of 600,000 to 2.0 million square feet anchored by three or more full-line department stores. This type of center is typically supported by a population area of 300,000 people. (14th Edition)

Superadequacy

An excess in the capacity or quality of a structure or structural component; determined by market standards. (Dictionary)

Surplus Land

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary)

Triple Net Lease

An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called *NNN*, *triple net lease*, or *fully net lease*. (Dictionary)

Usable Area

The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas. (Dictionary)

Useful Life

The period of time over which a structure or a component of a property may reasonably be expected to perform the function for which it was designed. (Dictionary)

Vacancy and Collection Loss

A deduction from potential gross income (PGI) made to reflect income deductions due to vacancies, tenant turnover, and non-payment of rent; also called *vacancy and credit loss* or *vacancy and contingency loss*. (Dictionary)

Yield Capitalization

A method used to convert future benefits into present value by 1) discounting each future benefit at an appropriate yield rate, or 2) developing an overall rate that explicitly reflects the investment's income pattern, holding period, value change, and yield rate. (Dictionary)



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Sean Mullen is a Valuation Services Director in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. He specializes in the appraisal of vacant land, residential subdivisions and multifamily developments. Since beginning his real estate appraisal career in 2003, Sean has appraised properties including vacant land, subdivisions, condominiums, multifamily (conventional, student housing and manufactured home parks), industrial warehouses and manufacturing facilities, office buildings (professional and medical), both freestanding retail and multitenant retail properties, eminent domain, as well as special purpose properties. In addition to his appraisal work, Sean has been qualified as an expert witness in multiple counties of both Florida and Georgia, as well as in U.S. Bankruptcy Court.

Affiliations or Memberships

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February 2019 - present – Colliers International Valuation & Advisory Services, Valuation Services Director (Jacksonville, FL)

May 2017 - February 2019 – Jones Lang LaSalle (JLL) Valuation & Advisory Services, Senior Vice President (Jacksonville, FL)

January 2012 - May 2017 – Integra Realty Resources – Jacksonville, Director (Jacksonville, FL)

March 2006 - January 2012 – Crenshaw Williams Appraisal Company, Senior Appraiser (Jacksonville, FL)

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TD Bank
Wells Fargo
BBVA Compass
Fifth Third Bank
Fidelity Bank
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Mattamy Homes
Nassau County (Florida)
Quest Diagnostics
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Mr. Phipps has extensive specialized expertise in hospitality properties with over 200 properties appraised throughout the Southeast and New York.

He also focuses on appraisals for litigation, including specializing in eminent domain. He is an Appraiser of Record for the Florida Department of Transportation and has been qualified as an expert witness throughout Florida, preparing appraisals for condemnors and private property owners.

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CenterState Bank
BankUnited
PNC Bank
Hancock Whitney Bank
Trustmark Bank
Renasant Bank
City of Jacksonville
St. Johns County & St. Johns County School Board
Nassau County
Florida Department of Transportation
Williams Gas Pipeline
Doyle Land Services
Duke Energy



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Real estate valuations play a pivotal role in today's business climate. An accurate and well supported opinion of property value can mean the difference between reaching a critical goal—securing a loan, closing a sale, reporting to investors, choosing the best asset—or failing to achieve it altogether.

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This instrument was prepared by:

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

(This space reserved for Clerk)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the ____ day of March, 2021, by and between **Mattamy Jacksonville, LLC**, a foreign profit limited liability company, with an address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**Grantor**”), and the **Rivers Edge III Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) 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, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESS

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor has in and to the lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida, and more particularly described in **Exhibit A** attached hereto (“**Property**”).

Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same. The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, Florida Statutes.

RESERVATION OF EASEMENT

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.

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

WITNESSES

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

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

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

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2021, by _____, as _____ of MATTAMY JACKSONVILLE, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A
Legal Description

DRAFT

GENERAL NOTES:

1) BEARINGS SHOWN HEREIN ARE BASED ON THE PLAT OF "ESTATES AT RIVERTOWN", AND ARE BASED ON THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL GEODETIC SURVEY (NGS) DATUM, NORTH AMERICA (GAM) OF 1983 (2011) OR NAD83 (2011), FOR THE STATE OF FLORIDA, STATE PLANE COORDINATE SYSTEM, FOR ZONE 801 (FL EAST), PJAND AS DESCRIBED IN THAT (TYPE OF DEED) RECORDED IN OFFICIAL RECORDS BOOK (9999), PAGE (9999) OF THE PUBLIC RECORDS OF SAID COUNTY.

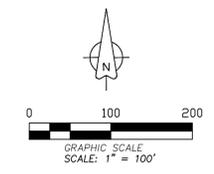
2) THIS SKETCH IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE ENTITIES LISTED ON THIS SKETCH AND ONLY FOR THIS PARTICULAR TRANSACTION AND SCOPE OF WORK. ANY USE OF THIS SKETCH WITHOUT THE EXPRESS WRITTEN PERMISSION OF THIS SURVEYOR AND/OR FIRM IS STRICTLY PROHIBITED. USE OF THIS SKETCH IN ANY SUBSEQUENT TRANSACTION(S) IS EXPRESSLY PROHIBITED AND IS NOT AUTHORIZED BY THIS SURVEYOR AND/OR FIRM. THIS SURVEYOR AND/OR FIRM EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS, NO ENTITY OTHER THAN THOSE LISTED ON THIS SKETCH SHOULD RELY UPON THIS SURVEY FOR ANY PURPOSE.

3) NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS, ENTITIES AND/OR FIRMS AS SHOWN ON THE FACE OF THIS SURVEY. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. THIS SURVEYING FIRM AND THE SIGNING SURVEYOR IS RESPONSIBLE ONLY TO THOSE THAT APPEAR IN THE CERTIFICATION AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF OTHERS, (INDIVIDUAL OR ENTITIES) TO USE THIS SURVEY WITHOUT THE EXPRESS WRITTEN CONSENT OF THIS FIRM AND/OR SURVEYOR.

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

5) THIS MAP DOES NOT REPRESENT A "BOUNDARY" SURVEY, AS PER THE CURRENT FLORIDA STATUTES REGARDING THE STATE OF FLORIDA, MINIMUM TECHNICAL STANDARDS.

6) THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL DRAWING. THEREFORE THE GRAPHIC SCALE SHOULD BE UTILIZED TO DETERMINE IF THIS MAP IS TO THE ORIGINAL SIZE AND SCALE.



CURVE TABLE FOR THIS SKETCH

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	153.62'	2803.37"	75.24'	S 17°23'32" W	74.48'
C2	35.06'	4636.06"	28.52'	S 36°02'14" W	27.74'
C3	108.00'	1745.35"	33.48'	S 62°38'05" W	33.34'
C4	70.72'	9316.22"	115.13'	N 85°57'41" W	102.83'
C5	48.07'	13408.47"	112.40'	S 89°46'38" W	88.43'
C6	44.59'	5833.37"	45.58'	S 67°19'53" W	43.62'
C7	86.49'	5909.37"	89.30'	S 72°56'00" W	85.39'
C8	24.80'	6525.44"	28.32'	N 72°12'27" W	26.81'
C9	38.67'	11403.06"	76.98'	S 89°42'55" W	64.89'
C10	60.77'	8040.42"	85.57'	S 51°36'13" W	78.42'
C11	49.60'	5713.25"	49.54'	S 86°13'22" W	47.50'
C12	147.11'	1731.09"	44.98'	N 56°09'32" W	44.81'
C13	124.14'	3321.36"	72.28'	N 48°14'19" W	71.27'
C14	50.24'	13545.53"	119.05'	S 67°05'17" W	93.09'
C15	196.21'	1138.40"	39.88'	S 42°03'20" W	39.81'
C16	760.00'	4343.28"	579.98'	N 38°53'24" W	566.01'
C17	710.00'	2547.23"	319.58'	S 72°07'13" E	316.89'

Jonathan B. Bowan
State of Florida
Registered Land Surveyor
Certificate No. 4600

Job No. 51912
March 1, 2021
Cad File Name: Rivertown/Parcel 32/Parcel 32.Dwg

LINE TABLE FOR THIS SKETCH

LINE	BEARING	DISTANCE
L1	S 30°40'45" W	50.41'
L2	S 79°48'16" W	59.78'
L3	S 42°52'29" W	19.04'
L4	S 11°43'21" W	73.15'
L5	S 24°59'04" W	33.29'
L6	S 17°30'04" E	34.01'
L7	S 65°49'55" E	32.41'
L8	S 63°40'52" W	29.46'
L9	S 30°31'21" E	27.77'
L10	S 49°00'17" E	10.84'
L11	S 24°32'23" E	44.34'
L12	S 32°59'43" E	15.59'
L13	S 04°15'12" W	27.50'
L14	N 69°54'49" W	26.09'
L15	S 36°42'58" W	47.73'
L16	S 81°03'40" W	28.15'
L17	N 59°18'08" W	19.67'
L18	N 36°03'52" E	17.49'
L19	N 28°30'25" W	6.41'
L20	S 62°03'42" W	15.44'
L21	N 79°17'13" W	25.43'
L22	S 19°57'17" W	19.73'
L23	S 30°27'56" W	15.67'
L24	S 09°11'46" W	28.73'
L25	S 53°22'32" W	2.79'
L26	S 13°19'00" E	24.47'
L27	S 18°29'57" W	349.58'
L28	S 71°20'04" W	49.29'
L29	S 57°50'53" W	63.31'
L30	S 34°39'44" W	44.53'
L31	S 12°29'18" W	51.74'
L32	S 44°57'41" W	78.27'
L33	S 33°01'21" W	254.88'
L34	N 17°01'40" W	227.49'
L35	N 88°55'09" E	24.60'
L36	S 47°26'57" E	38.36'
L37	S 79°38'14" E	88.85'
L38	N 64°58'49" E	88.85'
L39	N 45°48'28" E	136.14'
L40	N 47°04'39" E	55.52'
L41	N 58°38'37" E	78.27'
L42	N 21°24'04" E	60.09'
L43	N 14°12'27" E	36.14'
L44	N 28°26'04" E	42.29'
L45	N 35°29'54" E	43.36'
L46	N 26°39'21" E	71.42'
L47	N 52°54'21" E	42.69'
L48	N 50°57'19" E	68.46'
L49	N 88°10'46" E	39.90'
L50	N 69°08'20" E	51.47'
L51	N 60°25'54" E	46.48'
L52	N 82°34'43" E	29.90'
L53	S 76°40'26" E	26.04'
L54	S 27°31'04" E	28.58'
L55	S 48°04'17" E	27.31'
L56	S 60°05'33" E	19.76'
L57	N 79°42'39" E	59.32'
L58	S 22°45'59" E	66.06'
L59	S 89°44'22" E	67.72'
L60	S 70°57'23" E	40.80'
L61	S 46°41'18" E	42.34'
L62	S 71°51'06" E	9.83'
L63	S 58°28'08" E	36.40'
L64	N 85°29'42" E	78.08'
L65	N 53°42'48" E	49.04'
L66	N 25°50'05" E	55.43'
L67	N 03°43'44" E	57.94'
L68	N 34°20'54" W	111.74'
L69	N 13°26'26" E	30.06'
L70	N 18°55'21" W	56.63'
L71	N 68°20'17" W	58.52'
L72	N 79°33'23" W	55.77'
L73	N 60°06'51" W	19.30'
L74	N 72°59'53" E	107.15'
L75	N 04°21'52" E	60.09'
L76	N 21°58'04" E	51.77'
L77	N 00°00'01" E	69.69'
L78	N 55°16'52" E	61.93'
L79	N 13°25'14" E	33.24'
L80	S 76°35'21" E	67.38'
L81	S 12°08'01" W	57.13'
L82	S 85°00'54" E	51.61'
L83	S 59°13'31" E	287.25'

A portion of the Francis P. Fatio Grant, in Section 44, Township 5, Johns County, Florida

PARCEL 32
(1,028,994 SQUARE FEET OR 23.62 ACRES,±)

MAP SHOWING SKETCH OF

PARCEL 32
LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO" GRANT, SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHWESTERLY TERMINUS OF "RIVERTOWN MAIN STREET", AS SHOWN ON THE PLAT OF "ESTATES AT RIVERTOWN", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 105, PAGES 50-58 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, NORTH 33°45'30" WEST, A DISTANCE OF 3,065.50 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE, THE FOLLOWING FORTY-EIGHT (48) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 30°40'45" WEST, A DISTANCE OF 50.41 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, SOUTH 79°48'16" WEST, A DISTANCE OF 59.78 FEET, TO A POINT;

COURSE No. 3: RUN THENCE, SOUTH 42°52'29" WEST, A DISTANCE OF 19.04 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, SOUTH 11°43'21" WEST, A DISTANCE OF 73.15 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, SOUTH 24°59'04" WEST, A DISTANCE OF 33.29 FEET, TO A POINT;

COURSE No. 6: RUN THENCE, SOUTH 17°30'04" EAST, A DISTANCE OF 34.01 FEET, TO A POINT;

COURSE No. 7: RUN THENCE, SOUTH 65°49'55" EAST, A DISTANCE OF 32.41 FEET, TO A POINT;

COURSE No. 8: RUN THENCE, SOUTH 63°40'52" WEST, A DISTANCE OF 29.46 FEET, TO A POINT;

COURSE No. 9: RUN THENCE, SOUTH 30°31'21" EAST, A DISTANCE OF 27.77 FEET, TO A POINT;

COURSE No. 10: RUN THENCE, SOUTH 49°00'17" EAST, A DISTANCE OF 10.84 FEET, TO A POINT;

COURSE No. 11: RUN THENCE, SOUTH 24°32'23" EAST, A DISTANCE OF 44.34 FEET, TO A POINT;

COURSE No. 12: RUN THENCE, SOUTH 32°59'43" EAST, A DISTANCE OF 15.59 FEET, TO A POINT;

COURSE No. 13: RUN THENCE, SOUTH 04°15'12" WEST, A DISTANCE OF 27.50 FEET, TO A POINT;

COURSE No. 14: RUN THENCE, NORTH 69°54'49" WEST, A DISTANCE OF 26.09 FEET, TO A POINT;

COURSE No. 15: RUN THENCE, SOUTH 36°42'58" WEST, A DISTANCE OF 47.73 FEET, TO A POINT;

COURSE No. 16: RUN THENCE, NORTH 81°03'40" WEST, A DISTANCE OF 28.15 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY;

COURSE No. 17: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 153.62 FEET, THROUGH A CENTRAL ANGLE OF 2803.37" TO THE LEFT, AN ARC DISTANCE OF 75.24 FEET, TO THE POINT OF REVERSE CURVATURE, OF A NON-TANGENTIAL CURVE LEADING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°23'32" WEST, 74.49 FEET;

COURSE No. 18: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 35.06 FEET, THROUGH A CENTRAL ANGLE OF 4636.06" TO THE RIGHT, AN ARC DISTANCE OF 28.52 FEET, TO THE POINT OF REVERSE CURVATURE, OF A NON-TANGENTIAL CURVE CONTINUING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36°02'14" WEST, 27.74 FEET;

COURSE No. 19: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 108.00 FEET, THROUGH A CENTRAL ANGLE OF 1745.35" TO THE LEFT, AN ARC DISTANCE OF 33.48 FEET, TO THE POINT OF REVERSE CURVATURE, OF A NON-TANGENTIAL CURVE LEADING WESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62°38'05" WEST, 33.34 FEET;

COURSE No. 20: RUN THENCE, WESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 70.72 FEET, THROUGH A CENTRAL ANGLE OF 9316.22" TO THE RIGHT, AN ARC DISTANCE OF 115.13 FEET, TO THE POINT OF TANGENCY, OF A NON-TANGENTIAL CURVE LEADING WESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°57'41" WEST, 102.83 FEET;

COURSE No. 21: RUN THENCE, NORTH 59°18'08" WEST, ALONG LAST SAID NON-TANGENTIAL LINE, A DISTANCE OF 19.67 FEET, TO A POINT;

COURSE No. 22: RUN THENCE, NORTH 36°03'52" EAST, A DISTANCE OF 17.49 FEET, TO THE POINT OF CURVATURE, OF A NON-TANGENTIAL CURVE, LEADING WESTERLY;

COURSE No. 23: RUN THENCE, WESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 48.07 FEET, THROUGH A CENTRAL ANGLE OF 13408.47" TO THE LEFT, AN ARC DISTANCE OF 112.40 FEET, TO THE POINT OF REVERSE CURVATURE, OF A NON-TANGENTIAL CURVE, LEADING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°46'38" WEST, 88.43 FEET;

COURSE No. 24: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 44.59 FEET, THROUGH A CENTRAL ANGLE OF 5833.37" TO THE RIGHT, AN ARC DISTANCE OF 45.58 FEET, TO THE POINT OF TANGENCY, OF A NON-TANGENTIAL CURVE, CONTINUING SOUTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°19'53" WEST, 43.62 FEET;

COURSE No. 25: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 86.49 FEET, THROUGH A CENTRAL ANGLE OF 5909.37" TO THE RIGHT, AN ARC DISTANCE OF 89.30 FEET, TO A POINT ON A NON-TANGENTIAL LINE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°12'27" WEST, 85.39 FEET;

COURSE No. 26: RUN THENCE, WESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 24.80 FEET, THROUGH A CENTRAL ANGLE OF 6525.44" TO THE RIGHT, AN ARC DISTANCE OF 28.32 FEET, TO A POINT ON A NON-TANGENTIAL LINE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72°12'27" WEST, 26.81 FEET;

COURSE No. 27: RUN THENCE, NORTH 28°30'25" WEST, ALONG LAST SAID NON-TANGENTIAL LINE, A DISTANCE OF 6.41 FEET, TO THE POINT OF CURVATURE, OF A NON-TANGENTIAL CURVE, LEADING WESTERLY;

COURSE No. 28: RUN THENCE WESTERLY, ALONG AND AROUND THE ARC OF A NON-TANGENTIAL CURVE, LEADING WESTERLY, AND HAVING A RADIUS OF 38.67 FEET, THROUGH A CENTRAL ANGLE OF 11403.06" TO THE LEFT, AN ARC DISTANCE OF 76.98 FEET, TO THE POINT OF CUSP OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 89°42'55" WEST, 64.89 FEET;

COURSE No. 29: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 60.77 FEET, THROUGH A CENTRAL ANGLE OF 8040.42" TO THE LEFT, AN ARC DISTANCE OF 85.57 FEET, TO A POINT OF TANGENCY, OF A

NON-TANGENTIAL LINE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°36'13" WEST, 78.67 FEET;

COURSE No. 30: RUN THENCE, SOUTH 62°03'42" WEST, ALONG SAID NON-TANGENTIAL LINE, A DISTANCE OF 15.44 FEET, TO THE POINT OF CURVATURE, OF A NON-TANGENTIAL CURVE LEADING WESTERLY;

COURSE No. 31: RUN THENCE, WESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 49.60 FEET, THROUGH A CENTRAL ANGLE OF 5713.25" TO THE LEFT, AN ARC DISTANCE OF 49.54 FEET, TO THE POINT OF TANGENCY, OF A NON-TANGENTIAL LINE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86°13'22" WEST, 47.50 FEET;

COURSE No. 32: RUN THENCE, NORTH 79°17'13" WEST, ALONG SAID NON-TANGENTIAL LINE, A DISTANCE OF 25.43 FEET, TO THE POINT OF CURVATURE, OF A NON-TANGENTIAL CURVE LEADING NORTHWESTERLY;

COURSE No. 33: RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 147.11 FEET, THROUGH A CENTRAL ANGLE OF 1731.09" TO THE LEFT, TO THE POINT OF REVERSE CURVATURE, OF A NON-TANGENTIAL CURVE, CONTINUING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°09'32" WEST, 44.81 FEET;

COURSE No. 34: RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A NON-RADIAL CURVE, AND HAVING A RADIUS OF 50.24 FEET, THROUGH A CENTRAL ANGLE OF 13545.53" TO THE LEFT, AN ARC DISTANCE OF 119.05 FEET, TO A POINT ON A NON-TANGENTIAL LINE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°05'17" WEST, 93.09 FEET;

COURSE No. 35: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A NON-RADIAL CURVE, AND HAVING A RADIUS OF 124.14 FEET, THROUGH A CENTRAL ANGLE OF 3321.36" TO THE RIGHT, AN ARC DISTANCE OF 72.28 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 48°14'19" WEST, 71.27 FEET;

COURSE No. 36: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A NON-TANGENTIAL CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 196.21 FEET, THROUGH A CENTRAL ANGLE OF 1138.40" TO THE RIGHT, AN ARC DISTANCE OF 39.88 FEET, TO A POINT ON A NON-TANGENTIAL LINE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°03'20" WEST, 39.81 FEET;

COURSE No. 37: RUN THENCE, SOUTH 30°27'56" WEST, A DISTANCE OF 15.67 FEET, TO A POINT ON A NON-TANGENTIAL CURVE LEADING SOUTHWESTERLY;

COURSE No. 38: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A NON-TANGENTIAL CURVE, BEING CONCAVE NORTHWESTERLY, AND HAVING A RADIUS OF 124.14 FEET, THROUGH A CENTRAL ANGLE OF 1731.09" TO THE LEFT, TO THE POINT OF REVERSE CURVATURE, OF A NON-TANGENTIAL CURVE, CONTINUING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 56°09'32" WEST, 44.81 FEET;

COURSE No. 39: RUN THENCE, SOUTH 09°11'46" WEST, ALONG LAST SAID NON-TANGENTIAL LINE, A DISTANCE OF 28.73 FEET;

COURSE No. 40: RUN THENCE, SOUTH 53°22'32" WEST, A DISTANCE OF 2.79 FEET, TO A POINT;

COURSE No. 41: RUN THENCE, SOUTH 13°19'00" EAST, A DISTANCE OF 24.47 FEET, TO A POINT;

COURSE No. 42: RUN THENCE, SOUTH 18°29'57" WEST, A DISTANCE OF 349.58 FEET, TO A POINT;

COURSE No. 43: RUN THENCE, SOUTH 71°20'04" WEST, A DISTANCE OF 49.29 FEET, TO A POINT;

COURSE No. 44: RUN THENCE, SOUTH 57°50'53" WEST, A DISTANCE OF 63.31 FEET, TO A POINT;

COURSE No. 45: RUN THENCE, SOUTH 34°39'44" WEST, A DISTANCE OF 44.53 FEET, TO A POINT;

COURSE No. 46: RUN THENCE, SOUTH 12°29'18" WEST, A DISTANCE OF 51.74 FEET, TO A POINT;

COURSE No. 47: RUN THENCE, SOUTH 44°57'41" WEST, A DISTANCE OF 78.27 FEET, TO A POINT;

COURSE No. 48: RUN THENCE, SOUTH 33°01'21" WEST, A DISTANCE OF 254.88 FEET, TO A POINT ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF "RIVERTOWN MAIN STREET", A PROPOSED 80 FOOT PUBLIC ROAD RIGHT-OF-WAY; RUN THENCE, ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF "RIVERTOWN MAIN STREET", (A PROPOSED 80 FOOT PUBLIC ROAD RIGHT-OF-WAY), THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 760.00 FEET, THROUGH A CENTRAL ANGLE OF 4343.28" TO THE RIGHT, AN ARC DISTANCE OF 579.98 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 38°53'24" WEST, 566.01 FEET;

COURSE No. 2: RUN THENCE, NORTH 17°01'40" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 227.49 FEET, TO A POINT; THENCE DEPARTING FROM AFORESAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF "RIVERTOWN MAIN STREET", (A PROPOSED 80 FOOT PUBLIC ROAD RIGHT-OF-WAY), THE FOLLOWING FIFTY (50) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 88°55'09" EAST, A DISTANCE OF 24.60 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, SOUTH 47°26'57" EAST, A DISTANCE OF 38.36 FEET, TO A POINT;

COURSE No. 3: RUN THENCE, SOUTH 79°38'14" EAST, A DISTANCE OF 88.85 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, NORTH 64°58'49" EAST, A DISTANCE OF 88.85 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, NORTH 45°48'28" EAST, A DISTANCE OF 136.14 FEET, TO A POINT;

COURSE No. 6: RUN THENCE, NORTH 47°04'39" EAST, A DISTANCE OF 55.52 FEET, TO A POINT;

COURSE No. 7: RUN THENCE, NORTH 58°38'37" EAST, A DISTANCE OF 60.09 FEET, TO A POINT;

COURSE No. 8: RUN THENCE, NORTH 21°24'04" EAST, A DISTANCE OF 60.09 FEET, TO A POINT;

COURSE No. 9: RUN THENCE, NORTH 14°12'27" EAST, A DISTANCE OF 36.14 FEET, TO A POINT;

COURSE No. 10: RUN THENCE, NORTH 28°26'04" EAST, A DISTANCE OF 42.29 FEET, TO A POINT;

COURSE No. 11: RUN THENCE, NORTH 35°29'54" EAST, A DISTANCE OF 43.36 FEET, TO A POINT;

COURSE No. 12: RUN THENCE, NORTH 26°39'21" EAST, A DISTANCE OF 71.42 FEET, TO A POINT;

COURSE No. 13: RUN THENCE, NORTH 52°54'21" EAST, A DISTANCE OF 42.69 FEET, TO A POINT;

COURSE No. 14: RUN THENCE, NORTH 50°57'19" EAST, A DISTANCE OF 68.46 FEET, TO A POINT;

COURSE No. 15: RUN THENCE, NORTH 88°10'46" EAST, A DISTANCE OF 39.90 FEET, TO A POINT;

COURSE No. 16: RUN THENCE, NORTH 69°08'20" EAST, A DISTANCE OF 51.47 FEET, TO A POINT;

COURSE No. 17: RUN THENCE, NORTH 60°25'54" EAST, A DISTANCE OF 46.48 FEET, TO A POINT;

COURSE No. 18: RUN THENCE, NORTH 82°34'43" EAST, A DISTANCE OF 29.90 FEET, TO A POINT;

COURSE No. 19: RUN THENCE, SOUTH 76°40'26" EAST, A DISTANCE OF 26.04 FEET, TO A POINT;

COURSE No. 20: RUN THENCE, SOUTH 27°31'04" EAST, A DISTANCE OF 28.58 FEET, TO A POINT;

COURSE No. 21: RUN THENCE, SOUTH 48°04'17" EAST, A DISTANCE OF 27.31 FEET, TO A POINT;

COURSE No. 22: RUN THENCE, SOUTH 60°05'33" EAST, A DISTANCE OF 19.76 FEET, TO A POINT;

COURSE No. 23: RUN THENCE, NORTH 79°42'39" EAST, A DISTANCE OF 59.32 FEET, TO A POINT;

COURSE No. 24: RUN THENCE, SOUTH 22°45'59" EAST, A DISTANCE OF 66.06 FEET, TO A POINT;

COURSE No. 25: RUN THENCE, SOUTH 89°44'22" EAST, A DISTANCE OF 67.72 FEET, TO A POINT;

COURSE No. 26: RUN THENCE, SOUTH 70°57'23" EAST, A DISTANCE OF 40.80 FEET, TO A POINT;

COURSE No. 27: RUN THENCE, SOUTH 46°41'18" EAST, A DISTANCE OF 42.34 FEET, TO A POINT;

COURSE No. 28: RUN THENCE, SOUTH 71°51'06" EAST, A DISTANCE OF 9.83 FEET, TO A POINT;

COURSE No. 29: RUN THENCE, SOUTH 58°28'08" EAST, A DISTANCE OF 36.40 FEET, TO A POINT;

COURSE No. 30: RUN THENCE, NORTH 85°29'42" EAST, A DISTANCE OF 78.05 FEET, TO A POINT;

COURSE No. 31: RUN THENCE, NORTH 53°42'48" EAST, A DISTANCE OF 49.04 FEET, TO A POINT;

COURSE No. 32: RUN THENCE, NORTH 25°50'05" EAST, A DISTANCE OF 55.43 FEET, TO A POINT;

COURSE No. 33: RUN THENCE, NORTH 03°43'44" EAST, A DISTANCE OF 57.94 FEET, TO A POINT;

COURSE No. 34: RUN THENCE, NORTH 34°20'54" WEST, A DISTANCE OF 111.74 FEET, TO A POINT;

COURSE No. 35: RUN THENCE, NORTH 13°26'26" EAST, A DISTANCE OF 30.06 FEET, TO A POINT;

COURSE No. 36: RUN THENCE, NORTH 18°55'21" EAST, A DISTANCE OF 107.15 FEET, TO A POINT;

COURSE No. 37: RUN THENCE, NORTH 68°20'17" WEST, A DISTANCE OF 58.52 FEET, TO A POINT;

COURSE No. 38: RUN THENCE, NORTH 79°33'23" WEST, A DISTANCE OF 55.77 FEET, TO A POINT;

COURSE No. 39: RUN THENCE, NORTH 60°06'31" WEST, A DISTANCE OF 19.30 FEET, TO A POINT;

COURSE No. 40: RUN THENCE, NORTH 72°59'53" EAST, A DISTANCE OF 107.15 FEET, TO A POINT;

COURSE No. 41

LINE TABLE FOR THIS SKETCH

LINE	BEARING	DISTANCE
L1	S 32°26'09" W	44.28'
L2	S 27°28'36" W	45.39'
L3	S 63°03'03" W	48.55'
L4	S 13°56'28" W	62.69'
L5	S 09°14'38" W	33.65'
L6	S 47°09'13" W	62.04'
L7	S 25°42'26" W	35.27'
L8	S 38°00'45" W	88.17'
L9	S 14°21'42" W	220.87'
L10	S 10°13'55" W	146.27'
L11	S 17°57'42" W	109.64'
L12	N 55°55'57" W	28.35'
L13	N 32°16'56" E	257.19'
L14	N 21°04'31" E	131.01'
L15	S 71°55'30" E	222.51'
L16	S 71°55'30" E	60.00'
L17	S 71°55'30" E	7.66'

A portion of the Francis P. Fatio Grant, in Section 44, Township 5 South, Range 26 East, St. Johns County, Florida

GENERAL NOTES:

- 1) BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF "ESTATES AT RIVERTOWN", AND ARE BASED ON THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL GEODETIC SURVEY (NGS) DATUM, NORTH AMERICA DATUM OF 1983 (2011) OR NAD83 (2011), FOR THE STATE OF FLORIDA, STATE PLANE COORDINATE SYSTEM, FOR ZONE 901 (FL EAST), b) AND AS DESCRIBED IN THAT (TYPE OF DEED) RECORDED IN OFFICIAL RECORDS BOOK (9999), PAGE (9999) OF THE PUBLIC RECORDS OF SAID COUNTY.
- 2) THIS SKETCH IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE ENTITIES LISTED ON THIS SKETCH AND ONLY FOR THIS PARTICULAR TRANSACTION AND SCOPE OF WORK. ANY USE OF THIS SKETCH WITHOUT THE EXPRESS WRITTEN PERMISSION OF THIS SURVEYOR AND/OR FIRM IS STRICTLY PROHIBITED. USE OF THIS SKETCH IN ANY SUBSEQUENT TRANSACTION(S) IS EXPRESSLY PROHIBITED AND IS NOT AUTHORIZED BY THIS SURVEYOR AND/OR FIRM. THIS SURVEYOR AND/OR FIRM EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS, NO ENTITY OTHER THAN THOSE LISTED ON THIS SKETCH SHOULD RELY UPON THIS SURVEY FOR ANY PURPOSE.
- 3) NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER; ADDITIONS AND/OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OF PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 4) NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS, ENTITIES AND/OR FIRMS AS SHOWN ON THE FACE OF THIS SURVEY, ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. THIS SURVEYING FIRM AND THE SIGNING SURVEYOR IS RESPONSIBLE ONLY TO THOSE THAT APPEAR IN THE CERTIFICATION AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF OTHERS, (INDIVIDUAL OR ENTITIES) TO USE THIS SURVEY WITHOUT THE EXPRESS WRITTEN CONSENT OF THIS FIRM AND/OR SURVEYOR.
- 5) THIS DRAWING DOES NOT REPRESENT A "BOUNDARY" SURVEY, AS PER THE CURRENT FLORIDA STATUTES, REGARDING THE STATE OF FLORIDA, MINIMUM TECHNICAL STANDARDS.
- 6) THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL DRAWING, THEREFORE THE GRAPHIC SCALE SHOULD BE UTILIZED TO DETERMINE IF THIS MAP IS TO THE ORIGINAL SIZE AND SCALE.

RIVERTOWN PARCEL 31

Closure Report
Wed Feb 24 12:26:27 2021

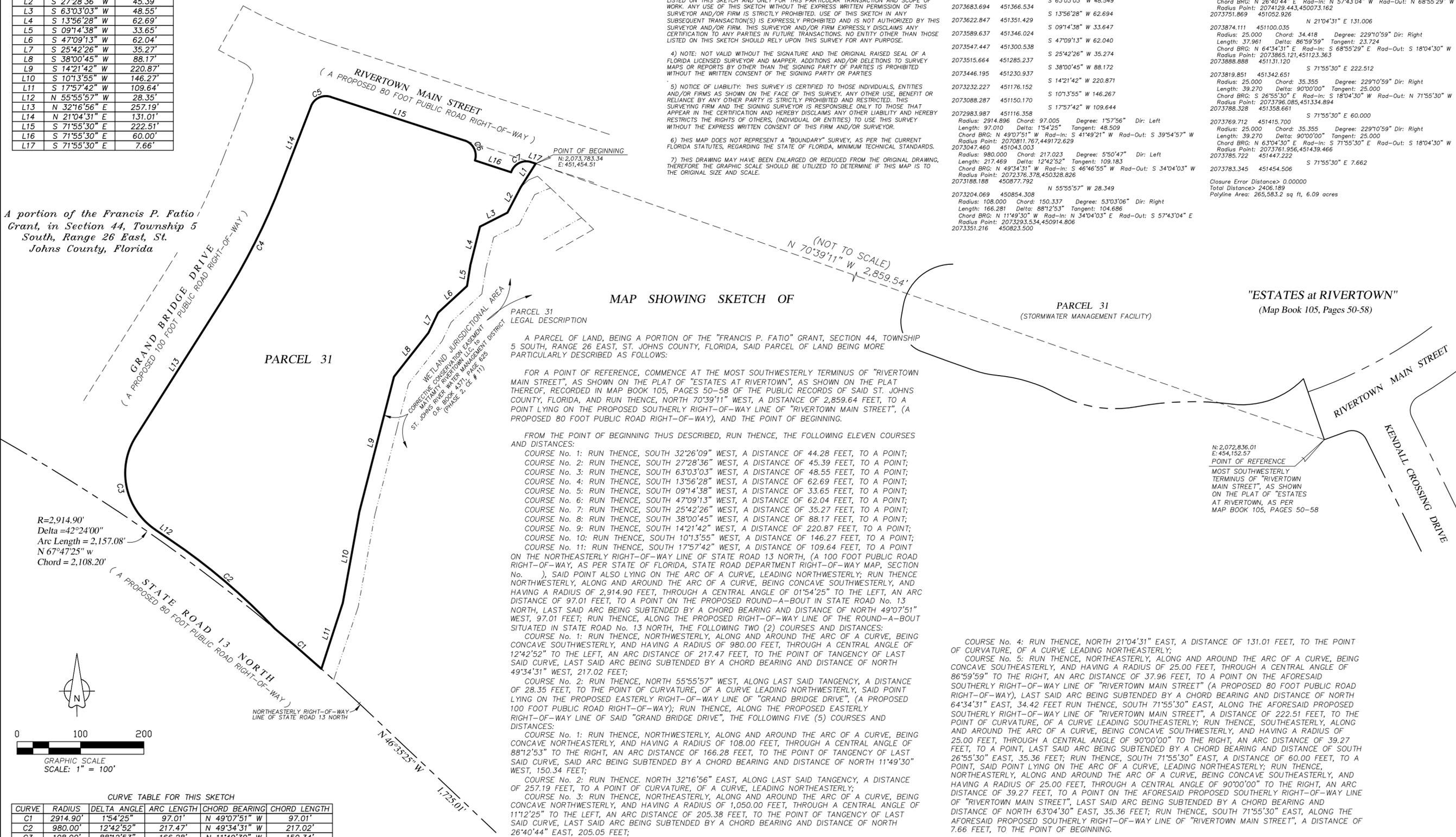
Northing	Easting	Bearing	Distance
2073783.345	451454.506		
2073745.970	451430.755	S 32°26'09" W	44.284
2073705.697	451409.811	S 27°28'36" W	45.393
2073683.694	451366.534	S 63°03'03" W	48.549
2073622.847	451351.429	S 13°56'28" W	62.694
2073589.637	451346.024	S 09°14'38" W	33.647
2073547.447	451300.538	S 47°09'13" W	62.040
2073515.664	451285.237	S 25°42'26" W	35.274
2073446.195	451230.937	S 38°00'45" W	88.172
2073232.227	451176.152	S 14°21'42" W	220.871
2073088.287	451150.170	S 10°13'55" W	146.267
2072983.987	451116.358	S 17°57'42" W	109.644
2072914.896	451070.000	Radius: 2914.896 Chord: 97.005 Degree: 1°57'56" Dir: Left	
2072814.896	451070.000	Length: 97.010 Delta: 1°54'25" Tangent: 48.509	
2073047.460	451043.003	Chord BRG: N 49°07'51" W Rad-In: S 41°49'21" W Rad-Out: S 39°54'57" W	
2073047.460	451043.003	Radius Point: 2070811.767, 449172.629	
2073047.460	451043.003	Radius: 980.000 Chord: 217.023 Degree: 5°50'47" Dir: Left	
2073047.460	451043.003	Length: 217.469 Delta: 12°42'52" Tangent: 109.183	
2073188.188	450877.792	Chord BRG: N 49°34'31" W Rad-In: S 46°46'55" W Rad-Out: S 34°04'03" W	
2073188.188	450877.792	Radius Point: 2072376.378, 450328.826	
2073204.069	450854.308	N 55°55'57" W	28.349
2073204.069	450854.308	Radius: 108.000 Chord: 150.337 Degree: 5°30'06" Dir: Right	
2073204.069	450854.308	Length: 166.281 Delta: 88°12'53" Tangent: 104.686	
2073204.069	450854.308	Chord BRG: N 11°42'30" W Rad-In: N 34°04'03" E Rad-Out: S 57°43'04" E	
2073204.069	450854.308	Radius Point: 2073293.534, 450914.606	
2073351.216	450823.500		

RIVERTOWN PARCEL 31

Closure Report (Continued)
Wed Feb 24 12:26:27 2021

Northing	Easting	Bearing	Distance
2073351.216	450823.500		
2073568.647	450960.861	N 32°16'56" E	257.186
2073568.647	450960.861	Radius: 1050.000 Chord: 205.051 Degree: 5°27'24" Dir: Left	
2073568.647	450960.861	Length: 205.379 Delta: 11°2'25" Tangent: 103.018	
2073751.869	451052.926	Chord BRG: N 26°40'44" E Rad-In: S 68°55'29" E Rad-Out: N 68°55'29" W	
2073751.869	451052.926	Radius Point: 2074129.443, 450073.162	
2073874.111	451100.035	N 21°04'31" E	131.006
2073874.111	451100.035	Radius: 25.000 Chord: 34.418 Degree: 229°10'59" Dir: Right	
2073874.111	451100.035	Length: 37.961 Delta: 86°59'59" Tangent: 23.724	
2073874.111	451100.035	Chord BRG: N 64°34'31" E Rad-In: S 68°55'29" E Rad-Out: S 18°04'30" W	
2073874.111	451100.035	Radius Point: 2073865.121, 451123.363	
2073888.888	451131.120	S 71°55'30" E	222.512
2073819.851	451342.651	Radius: 25.000 Chord: 35.355 Degree: 229°10'59" Dir: Right	
2073819.851	451342.651	Length: 39.270 Delta: 90°00'00" Tangent: 25.000	
2073819.851	451342.651	Chord BRG: S 26°55'30" E Rad-In: S 18°04'30" W Rad-Out: N 71°55'30" W	
2073819.851	451342.651	Radius Point: 2073796.085, 451334.894	
2073768.328	451358.661	S 71°55'30" E	60.000
2073768.328	451358.661	Radius: 25.000 Chord: 35.355 Degree: 229°10'59" Dir: Right	
2073768.328	451358.661	Length: 39.270 Delta: 90°00'00" Tangent: 25.000	
2073768.328	451358.661	Chord BRG: N 63°04'30" E Rad-In: S 71°55'30" E Rad-Out: S 18°04'30" W	
2073768.328	451358.661	Radius Point: 2073761.956, 451439.466	
2073785.722	451447.222	S 71°55'30" E	7.662
2073785.722	451447.222	Total Distance: 2406.189	
2073785.722	451447.222	Polyline Area: 265,583.2 sq ft, 6.09 acres	
2073785.722	451447.222	Closure Error Distance: 0.00000	
2073785.722	451447.222		

MAP SHOWING SKETCH OF



A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO" GRANT, SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHWESTERLY TERMINUS OF "RIVERTOWN MAIN STREET", AS SHOWN ON THE PLAT OF "ESTATES AT RIVERTOWN", AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 105, PAGES 50-58 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, NORTH 70°39'11" WEST, A DISTANCE OF 2,859.64 FEET, TO A POINT LYING ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF "RIVERTOWN MAIN STREET", (A PROPOSED 80 FOOT PUBLIC ROAD RIGHT-OF-WAY), AND THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE, THE FOLLOWING ELEVEN COURSES AND DISTANCES:

- COURSE No. 1: RUN THENCE, SOUTH 32°26'09" WEST, A DISTANCE OF 44.28 FEET, TO A POINT;
- COURSE No. 2: RUN THENCE, SOUTH 27°28'36" WEST, A DISTANCE OF 45.39 FEET, TO A POINT;
- COURSE No. 3: RUN THENCE, SOUTH 63°03'03" WEST, A DISTANCE OF 48.55 FEET, TO A POINT;
- COURSE No. 4: RUN THENCE, SOUTH 13°56'28" WEST, A DISTANCE OF 62.69 FEET, TO A POINT;
- COURSE No. 5: RUN THENCE, SOUTH 09°14'38" WEST, A DISTANCE OF 33.65 FEET, TO A POINT;
- COURSE No. 6: RUN THENCE, SOUTH 47°09'13" WEST, A DISTANCE OF 62.04 FEET, TO A POINT;
- COURSE No. 7: RUN THENCE, SOUTH 25°42'26" WEST, A DISTANCE OF 35.27 FEET, TO A POINT;
- COURSE No. 8: RUN THENCE, SOUTH 38°00'45" WEST, A DISTANCE OF 88.17 FEET, TO A POINT;
- COURSE No. 9: RUN THENCE, SOUTH 14°21'42" WEST, A DISTANCE OF 220.87 FEET, TO A POINT;
- COURSE No. 10: RUN THENCE, SOUTH 10°13'55" WEST, A DISTANCE OF 146.27 FEET, TO A POINT;
- COURSE No. 11: RUN THENCE, SOUTH 17°57'42" WEST, A DISTANCE OF 109.64 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 13 NORTH, (A 100 FOOT PUBLIC ROAD RIGHT-OF-WAY, AS PER STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION No.), SAID POINT ALSO LYING ON THE ARC OF A CURVE, LEADING NORTHWESTERLY; RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 2,914.90 FEET, THROUGH A CENTRAL ANGLE OF 01°54'25" TO THE LEFT, AN ARC DISTANCE OF 97.01 FEET, TO A POINT ON THE PROPOSED ROUND-A-BOUT IN STATE ROAD No. 13 NORTH, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°07'51" WEST, 97.01 FEET; RUN THENCE, ALONG THE PROPOSED RIGHT-OF-WAY LINE OF THE ROUND-A-BOUT SITUATED IN STATE ROAD No. 13 NORTH, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 980.00 FEET, THROUGH A CENTRAL ANGLE OF 12°42'52" TO THE LEFT, AN ARC DISTANCE OF 217.47 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°34'31" WEST, 217.02 FEET;

COURSE No. 2: RUN THENCE, NORTH 55°55'57" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 28.35 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHWESTERLY, SAID POINT LYING ON THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF "GRAND BRIDGE DRIVE", (A PROPOSED 100 FOOT PUBLIC ROAD RIGHT-OF-WAY); RUN THENCE, ALONG THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF SAID "GRAND BRIDGE DRIVE", THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- COURSE No. 1: RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 108.00 FEET, THROUGH A CENTRAL ANGLE OF 88°12'53" TO THE RIGHT, AN ARC DISTANCE OF 166.28 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°49'30" WEST, 150.34 FEET;
- COURSE No. 2: RUN THENCE, NORTH 32°16'56" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 257.19 FEET, TO A POINT OF CURVATURE, OF A CURVE, LEADING NORTHEASTERLY;
- COURSE No. 3: RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 1,050.00 FEET, THROUGH A CENTRAL ANGLE OF 11°12'25" TO THE LEFT, AN ARC DISTANCE OF 205.38 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26°40'44" EAST, 205.05 FEET;

- COURSE No. 4: RUN THENCE, NORTH 21°04'31" EAST, A DISTANCE OF 131.01 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHEASTERLY;
- COURSE No. 5: RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 86°59'59" TO THE RIGHT, AN ARC DISTANCE OF 37.96 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF "RIVERTOWN MAIN STREET" (A PROPOSED 80 FOOT PUBLIC ROAD RIGHT-OF-WAY), LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 64°34'31" EAST, 34.42 FEET RUN THENCE, SOUTH 71°55'30" EAST, ALONG THE AFORESAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF "RIVERTOWN MAIN STREET", A DISTANCE OF 222.51 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 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE RIGHT, AN ARC DISTANCE OF 39.27 FEET, TO A POINT, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26°55'30" EAST, 35.36 FEET; RUN THENCE, SOUTH 71°55'30" EAST, A DISTANCE OF 60.00 FEET, TO A POINT, SAID POINT LYING ON THE ARC OF A CURVE, LEADING NORTHEASTERLY; RUN THENCE, NORTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE RIGHT, AN ARC DISTANCE OF 39.27 FEET, TO A POINT ON THE AFORESAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF "RIVERTOWN MAIN STREET", LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°04'30" EAST, 35.36 FEET; RUN THENCE, SOUTH 71°55'30" EAST, ALONG THE AFORESAID PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF "RIVERTOWN MAIN STREET", A DISTANCE OF 7.66 FEET, TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 265,583 SQUARE FEET, OR 6.09 ACRES, MORE OR LESS, IN AREA.

"ESTATES at RIVERTOWN"
(Map Book 105, Pages 50-58)

N: 2,072,836.01
E: 454,152.57
POINT OF REFERENCE
MOST SOUTHWESTERLY
TERMINUS OF "RIVERTOWN
MAIN STREET", AS SHOWN
ON THE PLAT OF "ESTATES
AT RIVERTOWN", AS PER
MAP BOOK 105, PAGES 50-58

CURVE TABLE FOR THIS SKETCH

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2914.90'	1°54'25"	97.01'	N 49°07'51" W	97.01'
C2	980.00'	12°42'52"	217.47'	N 49°34'31" W	217.02'
C3	108.00'	88°12'53"	166.28'	N 11°49'30" W	150.34'
C4	1050.00'	11°12'25"	205.38'	N 26°40'44" E	205.05'
C5	25.00'	86°59'59"	37.96'	N 64°34'31" E	34.42'
C6	25.00'	90°00'00"	39.27'	S 26°55'30" E	35.36'
C7	25.00'	90°00'00"	39.27'	N 63°04'30" E	35.36'

SIXTH ORDER OF BUSINESS

RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT APPROVING A MAINTENANCE AGREEMENT IN SUBSTANTIAL FORM; AUTHORIZING THE CHAIRMAN AND DISTRICT STAFF TO TAKE THE NECESSARY ACTIONS TO EFFECTUTE THE TERMS OF THE MAINTENANCE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rivers Edge III Community Development District (“**District III**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, pursuant to a Construction & Joint Use Agreement (“**C&JU Agreement**”) previously executed by and between the State of Florida Department of Transportation (“**FDOT**”), the Rivers Edge Community Development District (“**District I**”), and then developer St. Joe Company, District I constructed various improvements as defined in the C&JU Agreement, inclusive of a roundabout located within SR 13 right-of-way, landscaping, irrigation, hardscape, signage, sidewalk/multi-use path, accent landscape lighting, pedestrian crosswalk lighting, rectangular rapid flashing beacon system, stormwater pond, and drainage facilities (collectively, “**Improvements**”); and

WHEREAS, concurrently with the execution of the C&JU Agreement, FDOT and St. Johns County (“**County**”) entered into a Joint Use and Maintenance Agreement, wherein the County agreed to the operation, maintenance & repair of the Improvements; and

WHEREAS, District I assumed the responsibilities for operation, maintenance & repair of the Improvements from the County, as well as constructed an additional roundabout within FDOT property for purposes of facilitating the infrastructure of the Rivertown Community, pursuant to Resolution 2017-10 and the Maintenance Agreement entered into between District I and FDOT; and

WHEREAS, District III, along with District I and Rivers Edge II Community Development District (“**District II**”), now desires to share such operation and maintenance responsibilities for the Improvements, including additional improvements and roundabout(s) proposed to be constructed within FDOT property, pursuant to the Interlocal Maintenance Agreement between FDOT, District I, District II and District III, substantially in the form attached hereto as **Exhibit A (“Maintenance Agreement”)**; and

WHEREAS, upon the execution of the Maintenance Agreement, District III desires to authorize the Chairman and District Staff to take the necessary steps to effectuate the terms of the Maintenance Agreement.

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

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

SECTION 2. APPROVAL OF THE MAINTENANCE AGREEMENT. District III hereby approves the Maintenance Agreement in substantial form and authorizes the Chairman, in connection with the input of District Counsel and staff, to approve and execute said Maintenance Agreement on the District's behalf.

SECTION 3. AUTHORIZATION TO EFFECTUATE THE TERMS OF THE MAINTENANCE AGREEMENT. Upon the execution of the Maintenance Agreement, District III hereby authorizes the Chairman and District Staff to take the necessary steps to effectuate the terms of said Maintenance Agreement.

SECTION 4. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

PASSED AND ADOPTED this 17th day of March, 20201.

ATTEST:

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

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Maintenance Agreement Form

INTERLOCAL MAINTENANCE AGREEMENT

THIS INTERLOCAL MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department"), Rivers Edge Community Development District ("District 1"), Rivers Edge II Community Development District ("District 2"), and Rivers Edge III Community Development District ("District 3" and combined, the "CDDs"), each of the CDDs are special purpose units of local government located in St. Johns County, Florida and established pursuant to Chapter 190, Florida Statutes.

-RECITALS-

1. The CDDs are located along State Road 13 ("SR13") in St. Johns County; and
2. The Department is fee simple owner of SR 13; and
3. Pursuant to a Construction & Joint Use Agreement ("CJ Agreement") previously executed by and between the Department, District 1, and then developer St. Joe Company, a copy of which is attached as Exhibit "A", District 1 constructed various improvements as defined in the CJ Agreement, inclusive of a roundabout located within SR 13 right-of-way ("First Roundabout"); landscaping, irrigation, hardscape, signage, sidewalk/multi-use path, accent landscape lighting, pedestrian crosswalk lighting, and the rectangular rapid flashing beacon system (collectively "Landscaping"); a Stormwater Pond ("Pond"); and Drainage Facilities ("Drainage") (all of which shall collectively be referred to as the "Improvement"), as more particularly described and demonstrated in the Attached Composite Exhibit "B", which exhibit also depicts the property associated with the Additional Improvement (hereinafter defined) (together, the real property associated with the Improvement and the Additional Improvement, the "Department Property"); and
4. Contemporaneously, with the execution of the CJ Agreement, the Department and St. Johns County (the "County") entered into a Maintenance Agreement ("Maintenance Agreement"), attached as Exhibit "C"; wherein, the County agreed to the Operation, Maintenance & Repair of the Improvement, as such requirements are set forth in the Maintenance Agreement; and
5. Pursuant to that certain Maintenance Agreement entered into by the Department and District 1, attached hereto as Exhibit "D" ("Original Maintenance Agreement"), District 1 assumed the responsibilities for Operation, Maintenance & Repair of the Improvement from the County as well as undertook construct an of a second roundabout located within the SR right-of-way ("Second Roundabout"); and
6. Since execution of the Original Maintenance Agreement, District 1's boundaries have been amended and District 2 and District 3 established; and
7. District 3 now desires to construct an additional roundabout within the Department Property ("Third Roundabout") and the CDDs may desire to construct additional roundabouts within certain additional Department property later defined pursuant to this Agreement ("Additional Improvement") for purposes of facilitating the infrastructure of the Rivertown Community; and
8. The Department is amenable to the construction of the Third Roundabout and the Additional Improvement, which is anticipated to be constructed pursuant to Department Permit Number _____ ("Permit"), attached as Exhibit "E"; and
9. Additionally, the CDDs anticipate the necessity to construct additional roundabouts on or within the Department Property in the future, and have requested a means by which to assume the Operation, Maintenance & Repair of any such additions together, pursuant to that certain Interlocal Agreement, recorded at _____ ("Shared Maintenance Agreement"); and

10. The Department is amenable to construction of such additional roundabouts, upon the Department's review and approval of each requested addition, so long as the CDDs execute an Amendment to this Agreement on the form attached as Exhibit "F"; and

4. The CDD's Board of Supervisors, by Resolution No. _____ dated March 17, 2021, attached as Exhibit "G", authorized the CDDs to enter into this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties hereto, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS & EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date on which the last of the parties to this Agreement executes the Agreement ("Effective Date").

3. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department.

4. E-VERIFY

The CDDs (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CDDs during the term of the Agreement; and (B) shall expressly require any contractors performing work or providing direct services required in the performance of this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of the Agreement.

5. COMPLIANCE

The CDDs and its designees shall perform this Agreement, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, St. Johns County, Florida, and other local governmental entities ("Governmental Law").

6. CONSTRUCTION

Any Additional Improvement shall be constructed in accordance with the Permit applicable to such Additional Improvement.

7. OPERATION, MAINTENANCE & REPAIR

A. The CDDs shall assume full responsibility for the operation, maintenance and repair of the Improvement and any Additional Improvement located on or within Department Property and perform the same in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement.

B. As pertaining to any landscaping, including the Landscaping, the locations to be maintained by the CDDs shall be maintained pursuant to the maintenance standards as defined in the Department's Maintenance Rating Program ("MRP") Handbook and in accordance with Department Procedure, *Roadway and*

Roadside Maintenance, Topic No. 850-000-015-i, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Improvement has fallen below the desired maintenance standard, the CDDs agree to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The CDDs will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the CDDs.

C. The CDDs shall maintain all turf and landscaped areas within the Department Property, including, without limitation, performing the following:

(1) Routinely mow, cut and trim all grass and turf (total greenscape), as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Vegetation Management" (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Department Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants; and

(4) Routinely keep litter removed from the Department Property; and

(5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters.

D. The Department and the CDDs shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

E. If the Department determines that the CDDs are not maintaining the Department Property, Improvement, or Additional Improvement in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the CDDs. The CDDs shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the CDDs mutually agree in writing, to commence correction of the deficiency and provide the Department with written notice of the same. However, should the cost associated with the correction require the CDDs to publicly bid such work, the Department agrees that correction commencement shall include commencement of the public bidding process by the CDDs.

F. If the Department reasonably determines that the deficiency remains after receipt of the CDDs written notice indicating that the deficiency was corrected, the Department, within its discretion, may: (1) provide the CDDs with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the CDDs sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the CDD with an invoice for the costs incurred by the Department to correct the deficiency and the CDDs shall pay the invoice in accordance with the "Payment" section of this Agreement.

G. If at any time in the sole determination of the Department, the integrity or safety of the Department Property, Improvement, or Additional Improvement requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the CDDs prior to action under this section, but may

take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

H. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

8. MAINTENANCE OF TRAFFIC

A. The CDDs shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement when required by applicable Governmental Law. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Roadway Design Standards Index 600 Series; and (4) other applicable Governmental Law.

B. If the CDDs fail to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the CDDs sole cost and expense. Should the Department perform MOT, the Department shall provide the CDDs with an invoice for the costs incurred by the Department and the CDDs shall pay the invoice in accordance with the "Payment" section of this Agreement.

9. IMPROVEMENTS & MODIFICATIONS

A. The Department may require the CDDs to improve or modify the Department Property, Improvement or Additional Improvement if the Department determines and demonstrates to the CDDs that the improvements or modifications are required by applicable Governmental Law (which does not include general code updates) such that the public health, safety and welfare are at risk. The CDDs shall not be required to fund or finance any portion of said improvement or modification for other purposes; should the Department determine that it is in the Departments best interests for the CDDs to improve or modify the Improvement or Additional Improvement, it shall request such to the CDDs and, on its own, the Department shall fund such improvement or modification after notification and consent by the CDDs. The CDDs may perform the said work under funding by the Department. Should such modifications or improvements result in increased maintenance costs for the CDDs, the CDDs shall have the right to reasonably object to such modifications or improvements unless the public health, safety and welfare is at risk.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Operation, Maintenance & Repair" section of this Agreement, subject to the limitations set forth herein.

C. Improvements and modifications shall be commenced by the CDDs within ninety (90) days of the date of the Department's written notice requiring improvements or modifications and agreement on the amount of funding for such improvements or modifications.

10. ADDITIONAL LANDSCAPING

The CDDs shall not install additional landscaping within the Department Property without first seeking and obtaining required approvals and permits from the Department. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

11. CONSTRUCTION OF ADDITIONAL ROUNDABOUTS

A. The Department shall be amenable to the construction of additional future roundabouts following review and approval by the Department of each additional location.

B. Upon approval of any additional roundabout construction, the parties shall execute an Amendment to this Agreement by use of the form attached as Exhibit F and such improvement shall become an "Additional Improvement" as set forth herein.

12. PERMISSIVE USE

This Agreement creates a permissive use only. The CDDs shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement. The CDDs are granted such rights as may be required to perform the requirements set forth in this Agreement, which includes requisite property interests to construct, operate, maintain and repair the Improvement and Additional Improvement.

13. EMINENT DOMAIN

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the CDDs to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes except as strictly set forth herein.

14. REMOVAL

The Department may require modification, relocation or removal of the Improvement or Additional Improvement located on or within the Department Property without liability to the CDDs if: (1) any such improvements are not maintained in accordance with the terms and provisions of this Agreement and the CDDs has been provided notice and an opportunity to cure and failed to cure, which would constitute a breach of this Agreement; or (2) modification, relocation or removal of any such improvements is required by applicable Governmental Law such that removal is the only means by which to protect the public health, safety and welfare, as mutually agreed and determined by the Parties. The CDDs shall commence work to modify, relocate or remove improvements designated by the Department for modification, relocation or removal and shall restore the Department Property to a condition that satisfies the requirements of applicable Governmental Law within ninety (90) days of the Department's written notice requiring modification, relocation or removal. Should the work contemplated in this section result from a breach by the CDDs under this Agreement, the CDDs shall bear all cost and expense of the modification, relocation, removal and restorative work, including, without limitation, the cost of required permits.

15. PAYMENTS TO DEPARTMENTS

All Department invoices submitted to the CDDs for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of a timely received and correct invoice received by the CDDs ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to Section 55.03, Florida Statutes, until paid in full.

16. INDEMNIFICATION

A. To the maximum extent permissible under applicable Florida law, the CDDs, each, shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the CDDs performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The CDDs duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for Department's negligence, intentional or wrongful acts, omissions or breach of contract.

B. The CDDs shall notify the Department in writing immediately upon becoming aware of any Liabilities. The CDDs obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written

notice of claim for indemnification to the CDDs. The CDDs inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

17. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department’s sovereign immunity protections, or as increasing the limits of liability set forth in Section 768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the sovereign immunity protections of the CDDs, each, or as increasing the limits of liability set forth in Section 768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department’s limits of liability set forth in Sections 376.305 and 337.27(4), Florida Statutes. The liability for breach of this Agreement for either party is specifically: (1) limited to actual damages incurred by the other party as a direct result of the other party’s breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in Section 768.28(5), Florida Statutes.

18. NOTICE

All notices, communications and determinations between the parties hereto under this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation

CDDs: Rivers Edge, Rivers Edge II and Rivers Edge III CDD’s
C/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: Jim Perry

With a Copy To: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, FL 32303
Attention: CDDs Counsel, Jennifer Kilinski

19. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

20. INITIAL DETERMINATION OF DISPUTES

The Department’s District Two Secretary (“District Secretary”) shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

21. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department’s District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The CDDs and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

22. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of this Agreement, including, without limitation, damages allegedly flowing there from.

23. ASSIGNMENT

The CDDs may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the CDD from delegating its duties hereunder, but such delegation shall not release the CDDs from its obligation to perform this Agreement.

24. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

25. VOLUNTARY EXECUTION OF AGREEMENT

Each party hereto warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of this Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

26. ENTIRE AGREEMENT

This instrument, together with the attached exhibits and documents made part hereof by reference, contains the entire agreement of the parties hereto and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

27. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereto hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

28. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

29. INTERPRETATION

No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

30. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

31. SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this

Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

32. COMPUTATION OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

33. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

34. PUBLIC RECORDS

A. The CDDs and the Department shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CDD and the Department in conjunction with this Agreement. Specifically, the Parties shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the CDDs; and
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law; and
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the CDDs upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

B. Failure by the CDDs to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The CDDs shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the CDDs and shall promptly provide the Department a copy of the CDDs response to each such request.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto execute this Agreement consisting of twelve (12) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____

CDD

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for CDD

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EXHIBIT "A"

DRAFT

EXHIBIT "B"

DRAFT

EXHIBIT "C"

DRAFT

EXHIBIT "D"

DRAFT

SEVENTH ORDER OF BUSINESS

RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT APPROVING THE REQUEST FOR PROPOSAL DOCUMENTS FOR THE STATE ROAD 13 ROUNDABOUT CONSTRUCTION PROJECT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge III Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to maintain systems and facilities for public infrastructure, including roadway improvements; and

WHEREAS, due to the complexity and timing of the State Road 13 Construction Project ("Project"), the District’s Board of Supervisors (“Board”) determined it is in the District’s best interests to competitively solicit Proposals through a Request for Proposals (“RFP”) process; and

WHEREAS, the Board desires to approve in substantial form the RFP notice and Evaluation Criteria attached hereto as **Exhibit A**; and

WHEREAS, the Board desires to authorize the Chairman (the “Authorized Board Member”), in consultation with District staff, to effectuate any revisions to the documents attached as Exhibit A, and the preparation of the additional documents necessary to prepare a final RFP Project Manual for the Project, and other documents that are in the best interests of the District (collectively the “RFP”); and

WHEREAS, the Board further desires to authorize the Authorized Board Member, in consultation with District staff, to approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP.

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

SECTION 1. All of the representations, findings and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby approves in substantial form the documents attached hereto as **Exhibit A**, and subject to further review and revision by District staff as finally approved by the Authorized Board Member.

SECTION 3. The Board hereby authorizes the Authorized Board Member, in consultation with District staff, to 1) effectuate any revisions to the documents attached as Exhibit A, and the preparation of the additional documents necessary to prepare the RFP; and 2)

approve the scope of the Project that will be subject to the RFP, the timing of the RFP notice, and all procedural matters related to the RFP. Consistent with such approvals, the Authorized Board Member, District Manager, District Counsel, Secretary, and Assistant Secretaries are hereby authorized, upon the adoption of this Resolution, to do all acts and things required of them to effect the procurement contemplated by the RFP, and all acts and things that may be desirable or consistent with the RFP's requirements or intent. The Authorized Board Member and Secretary are hereby further authorized to execute any and all documents necessary to affect the RFP. The Vice Chairman shall be authorized to undertake any action herein authorized to be taken by the Authorized Board Member, in the absence or unavailability of the Authorized Board Member, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 17th day of March, 2021.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman/Vice Chairman

**RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSAL FOR
STATE ROAD 13 (“SR 13”) ROADWAY IMPROVEMENTS**

Notice is hereby given that Rivers Edge Community Development District (“District”) will receive proposals for the following District project:

SR 13 Roadway Improvement Project

The contract will require contractors to provide for the construction, labor, materials and equipment required to construct roadway improvements to SR 13, which shall include, but not be limited to, a roadway roundabout, hardscape, signage, sidewalk/multi-use path, lighting, irrigation and landscaping, as more particularly described in the Project Manual.

The Project Manual, consisting of the proposal package, contract, proposal form, plans, and other materials, will be available for public inspection and may be obtained _____, 2021 at 12:00 p.m. from Southside Blue Print Service, 1024 Kings Ave, Jacksonville, FL 32207, (904) 398-0575. Plans may be obtained only as full size (24x36). It is recommended that prospective proposers call and place your order in advance to avoid printing delay and for cost information. Proposers may purchase as many Project Manuals as they would like. No partial Project Manual or plans will be available. The Project Manual will not be available for pickup at the offices of Prosser, Inc..

There will be a **mandatory pre-proposal conference** at the offices of Mattamy Homes, 39 Riverwalk Boulevard, St. Johns, Florida 32259, _____, 2021 at 10:00 a.m. Failure to attend may preclude a proposer from responding to this Request for Proposals.

Proposals will be evaluated in accordance with the criteria included in the Project Manual. **The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so.** Any protest of the terms and specifications must be filed with the District within 72 hours of pickup of the Project Manual, together with a protest bond in a form acceptable to the District and in the amount of 1% of the anticipated contract amount. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District’s costs, expenses and attorney’s fees associated with hearing and defending the protest. Failure to timely file a protest will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law.

Firms desiring to provide construction services for the referenced project must submit one hard copy and one digital copy of the required proposal no later than 1:00 p.m. on _____, 2021 at the offices of Prosser, Inc., 13901 Sutton Park Dr S # 200, Jacksonville, FL 32224. Additionally, as further described in the Project Manual, each proposer shall supply a bid bond or cashier’s check in the sum equal to five percent (5%) of the total amount of the bid with its proposal. Proposals shall be in the form provided in the Project Manual and submitted in a sealed envelope pursuant to the Instructions to Proposers. The District reserves the right to return unopened to the Proposer any Proposals received after the time and date stipulated above. Each proposal shall remain binding for a minimum of one hundred and twenty (120) days after the scheduled Proposal opening.

The successful Proposer will be required upon award to furnish a payment and performance bond for one hundred percent (100%) of the value of the contract, with a Surety acceptable to the District and on a form approved by FDOT, in accordance with section 255.05, Florida Statutes.

All questions regarding the Project Manual or this project shall be directed in writing only to Prosser, Inc., 13901 Sutton Park Dr S # 200, Jacksonville, FL 32224, Ryan Stilwell, P.E., RStilwell@Prosserinc.com. No phone inquiries please.

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS**

**SR 13 Roadway Improvement Project
St. Johns County, Florida**

SECTION 1. DUE DATE. Sealed proposals must be received no later than **1:00 p.m.**, _____, **2021** at the offices of Prosser, Inc., 13901 Sutton Park Dr S # 200, Jacksonville, FL 32224, telephone 904.739.3655. Proposals will be publicly opened at that time.

SECTION 2. MANDATORY PRE-PROPOSAL CONFERENCE. A mandatory pre-proposal conference will be held on this project on _____, 2021 at 10:00 a.m. at the offices of Mattamy Homes, 39 Riverwalk Boulevard, St. Johns, Florida 32259, _____, 2021 at 10:00 a.m. Failure to attend may preclude a proposer from responding to this Request for Proposal. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations and submittal requirements. The District reserves the right to preclude consideration of a Proposal from any Proposer that does not have an authorized representative present at said conference.

SECTION 3. CONTRACT AWARD. Within fourteen (14) days of receipt of the Notice of Award from the District, or longer period if extended by the District in its sole discretion, the Proposer shall enter into and execute the contract in substantially the form included in the Project Manual, unless requested otherwise by the District. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred and twenty (120) days after proposals are received. Upon contract award, the successful Proposer will be required to furnish a payment and performance bond in compliance with section 255.05, Florida Statutes, and executed in a form acceptable to the District and FDOT and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract.

SECTION 4. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt of Documents, Addendum Acknowledgement Form and Proposal Signature Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

SECTION 5. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 6. QUALIFICATIONS OF THE PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 8. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing only to Ryan Stilwell at Prosser, Inc., 13901 Sutton Park Dr S # 200, Jacksonville, FL 32224, telephone 904.739.3655 or at RStillwell@prosserinc.com. All questions must be received no later than 5:00 p.m. on _____, 2021 to be considered. Interpretations or clarifications considered necessary by the District representative in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having received the Project Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors – the Proposer shall be responsible for all queries.

SECTION 9. SUBMISSION OF PROPOSALS. Submit one original hard copy and one digital copy of a completed Project Manual, including any Addenda thereto, at the time and place indicated herein, which shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, “RESPONSE TO REQUEST FOR PROPOSALS – RIVERS EDGE III CDD – SR 13 ROADWAY IMPROVEMENT PROJECT” on the face of it.

SECTION 10. PROPOSAL MODIFICATION; INQUIRIES BY THE DISTRICT. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time Proposals are due. The District reserves the right to ask clarification questions and seek additional information from any of the Proposers at any time.

SECTION 11. PROJECT MANUAL. The Project Manual will be available on _____, 2021 at 12:00 p.m. at Southside Blue Print Service, 1024 Kings Ave, Jacksonville, FL 32207, (904) 398-0575.

SECTION 12. PROPOSAL FORM. All blanks in the Project Manual must be completed in ink or typewritten. The Proposal shall contain an acknowledgement of receipt of all documents and addenda (the number of which must be filled in on an Acknowledgement Form). In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that

the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents.

SECTION 13. PROPOSAL GUARANTY. A certified or cashier's check on any national or state bank, or an executed standard EJCDC No. C-430 Bid Bond Form, a copy of which is included in the Project Manual, in the sum equal to five percent (5%) of the total amount of the bid, made payable to the District, must accompany each Proposal as a guarantee that the Proposer will promptly enter into an agreement to do the work following award of a contract. The Proposal Guaranty shall be submitted with the understanding that the Proposer will not withdraw its Proposal for a period of one hundred twenty (120) days after the Proposals are received.

SECTION 14. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all Proposals, not make a contract award, make modifications to the work, and waive any informalities or irregularities in Proposals as it is deemed in the best interests of the District.

SECTION 15. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage, or some other evidence of insurance or insurability. In the event the Proposer is notified of award, it shall provide proof of insurance identifying the District, its staff and supervisors, the Florida Department of Transportation, Mattamy Jacksonville, LLC and Prosser, Inc., their staff, employees, officers, agents and supervisors as additional insureds, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 16. FINANCIALS. The Proposer should as part of its Proposal submit proof of financial capability. In the event the Proposer is notified of award, it shall provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years, as required in the sole discretion of the District.

SECTION 17. SPECIAL PROJECT/SITE CONDITIONS. By submitting its Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Proposer agrees to take responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, sinkholes, etc. No additional costs will be charged by Proposer for matters associated with unsuitable soils.

SECTION 18. E-VERIFY. The Contractor shall (a) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of employees utilized to perform the Work or any portion thereof; and (b) expressly require any subcontractors performing a portion of the Work to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of any employees utilized by subcontractor to perform a portion of the Work.

SECTION 19. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the contract documents that form part of the Project Manual as provided herein.

SECTION 20. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

SECTION 21. MISCELLANEOUS PROPOSAL REQUIREMENTS. All Proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. Completed Proposal Documents section.
- B. Detailed project construction schedule which shall be used in the Proposal evaluation.
- C. Complete Schedule of Values.
- D. List position or title and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- E. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.
- F. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Highlight previous or currently contracted work with both FDOT District 2 and other community development districts.
- G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the Project Manual.

SECTION 22. ACKNOWLEDGMENTS. In addition to any other requirements set forth in the Project Manual, and with the signature on the Proposal Form, the Proposer acknowledges the following:

- A. All Proposals shall include completed copies of all other forms included within the Project Manual.
- B. The documents contained within the Project Manual, including the standard form of agreement, are complementary; what is called for by one is binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Project Manual, he/she shall call it to the District's and/or the District's designees' attention in writing before proceeding with the work affected thereby.

- C. The Contractor is required to perform all testing and retesting, if necessary, and as required by the State of Florida, including Florida Department of Transportation, St. Johns County, and all other regulatory agencies prior to project acceptance. The entire site is available to any Proposer for surface or subsurface investigation.
- D. The Contractor is responsible for visually inspecting the entire site prior to submitting a Proposal and notifying the District and/or its designee of discrepancies, which may affect the construction and its costs.
- E. The Contractor shall be responsible for coordinating the work necessary with all utility companies and other on site contractors or subcontractors performing work for the District and The St. Joe Company.
- F. The Contractor shall be responsible for coordinating the work necessary to complete and obtain all final approvals and acceptances.
- G. If any are required, Contractor shall secure and pay for all fees associated with, but not limited to, paving and drainage construction permits, right-of-way construction permits, county "clearance sheet" permit, electrical permit, water and electrical meters (if applicable), installation fees, electrical inspection fees, building permit, temporary services and utilities, and other necessary permits or approvals.
- H. The Contractor shall complete the Work herein defined and detailed in a professional and workman like manner typical of his industry. There shall be no sections or parts missing. Furthermore, each portion of the work shall be complete and able to function for its intended use. The work must be continuous. The work, including punch list items, must be acceptable to and accepted by applicable regulatory authorities.
- I. All storm drainage must be maintained to each property adjacent to project during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
- J. Contractor shall be responsible for maintenance of traffic ("MOT") at all times during the performance of the Work when required by applicable governmental law. Such MOT shall be performed in accordance with applicable governmental law and the most current edition of the FDOT's rules and regulations, as more specifically specified in the Project Manual.
- K. Contractor shall be responsible for locating, removing and relocating utilities, both aerial and underground, as required for the performance of the Work. This shall also include the coordination of, safety and protection associated with all aerial and underground facilities related to the Work.

- L. All existing trees, sod, irrigation and other landscaping to remain must be protected and replaced in the event of damage.
- M. All landscape areas shall incorporate clean topsoil.
- N. The Contractor's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished as shown in the Project Manual, or elsewhere, is for illustrative purposes only. The District and/or its designee do not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities or of the character, location of the work or other conditions pertaining thereto. The Contractor shall be solely responsible for computing quantities for the preparation of the Project Manual and the execution of the work.

SECTION 23. PROTESTS. Any protest regarding the Project Manual, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing at the offices of the Engineer, Stantec, within seventy-two (72) hours after the receipt of the Project Manual. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Manual.

Any person who files a notice of protest regarding the Project Manual, or regarding any ranking or intended award by the District, shall post a protest bond in a form acceptable to the District and in an amount equal to 1% of the anticipated contract amount that is the subject of the protest. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

SECTION 24. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Project Manual. Price will be one factor used in determining the Proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced Proposal.

SECTION 25. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, all of the requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead may be taken into account in the evaluation and scoring of the Proposal.

RIVERS EDGE III
COMMUNITY DEVELOPMENT DISTRICT
Request for Proposals
SR 13 Roadway Improvement Project

Evaluation Criteria

1. *Personnel.* (15 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel, including the project manager and field supervisor; present ability to appropriately staff and manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (15 Points)

(E.g. past record and experience of the respondent in similar projects and FDOT projects specifically; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation, of respondent, etc.)

3. *Understanding of Scope of Work.* (10 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Financial Capability.* (10 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity, necessary to complete the services required.

5. *Price.* (25 Total Points)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal , (i.e., the summation of the unit price extensions using quantity estimates provided, the allowances shown, plus the proposal contractor's fee) for completing the work. All other proposals will receive a percentage of this amount based upon the difference between the Proposer's bid and the low bid.

10 Points are allocated for the reasonableness of unit prices and balance of bid.

6. *Schedule.* (25 Points)

Demonstration of Proposer's understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

EIGHTH ORDER OF BUSINESS

COST SHARE REQUEST

This cost share request (the "Request") shall be subject to and governed by the terms of that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, dated November 1, 2019, as may be amended from time to time ("Interlocal Agreement").

Requesting Party: Rivers Edge CDD

Request: Supplemental maintenance services for existing improvements (Methodology Consultant must sign)

Addition of new improvements (Methodology Consultant and Engineer must sign)

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach additional sheets if necessary:

Longleaf Pine Enhancements.

Total Proposed
Compensation: \$82,395.21

Cost Share			
Calculation:	\$27,585.92	Rivers Edge	33.48%
	\$25,402.44	Rivers Edge II	30.83%
	\$29,406.85	Rivers Edge III	35.69%

Methodology
Consultant Approval:

(Signature)

(Date)

If requesting addition of new improvements:

Engineer
Approval:

(Signature)

(Date)

[Party signatures on following page]

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services or additional improvements shall be subject to and governed by the Interlocal Agreement.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Chair Vice-Chair, Board of Supervisors
Date: _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Chair Vice-Chair, Board of Supervisors
Date: _____

RIVERS EDGE III CDD

By: _____
 Chair Vice-Chair, Board of Supervisors
Date: _____



Landscape Maintenance Proposal

**Property Name: RiverTown
Longleaf Pine- RECDD 1**

Contact Name: Zach Davidson

E-mail: zdavidson@vestapropertyservices.com

<u>Services</u>	<u>Frequency</u>	<u>Amount</u>
Full Service Maintenance	38	\$47,416.34
Detail Services: Shrubs and Beds	12	\$6,476.40
Irrigation Management	12	\$4,319.28
Chemical/Fertilization Program - St. Augustine Turf	6	\$18,600.00
Mulch Installation: Qty 125 cu yds	1	\$5,583.19
	MONTHLY INVESTMENT	<u>\$6,866.27</u>
	ANNUAL INVESTMENT	<u>\$82,395.21</u>

COST SHARE REQUEST

This cost share request (the "Request") shall be subject to and governed by the terms of that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, dated November 1, 2019, as may be amended from time to time ("Interlocal Agreement").

Requesting Party: Rivers Edge 2 CDD

Request: Supplemental maintenance services for existing improvements (Methodology Consultant must sign)

Addition of new improvements (Methodology Consultant and Engineer must sign)

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach additional sheets if necessary:

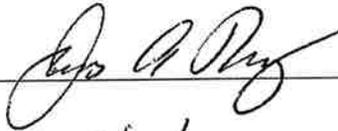
Longleaf Pine Enhancements.

Total Proposed
Compensation: \$33,709.12

Cost Share			
Calculation:	\$11,285.81	Rivers Edge	33.48%
	\$10,392.52	Rivers Edge II	30.83%
	\$12,030.79	Rivers Edge III	35.69%

Methodology
Consultant Approval:

(Signature)



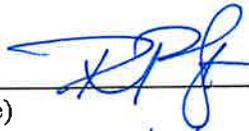
(Date)

3/10/21

If requesting addition of new improvements:

Engineer
Approval:

(Signature)



(Date)

3/10/21

[Party signatures on following page]

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services or additional improvements shall be subject to and governed by the Interlocal Agreement.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Chair Vice-Chair, Board of Supervisors

Date: _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Chair Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

By: _____
 Chair Vice-Chair, Board of Supervisors

Date: _____



Landscape Maintenance Proposal

Property Name: RiverTown
Longleaf Pine- RECDD 2

Contact Name: Zach Davidson

E-mail: zdavidson@vestapropertyservices.com

<u>Services</u>	<u>Frequency</u>	<u>Amount</u>
Full Service Maintenance: St. Augustine Turf	38	\$3,017.96
Full Service Maintenance: Bahia turf	26	\$21,932.86
Detail Services: Shrubs and Beds	12	\$1,731.84
Irrigation Management	12	\$2,159.82
Chemical/Fertilization Program - St. Augustine Turf	6	\$3,750.00
Mulch Installation: Qty 25 cu yds	1	\$1,116.64
		<u>\$2,809.09</u>
		<u>\$33,709.12</u>

TENTH ORDER OF BUSINESS

A.

Rivers Edge III

Community Development District

Unaudited Financial Reporting
February 28, 2021



Rivers Edge III
Community Development District
Combined Balance Sheet
February 28, 2021

	<u>General</u>
<u>Assets:</u>	
Cash	\$132,327
Due From Developer	\$35,216
Due From Other	\$7,286
Total Assets	<u><u>\$174,830</u></u>
<u>Liabilities:</u>	
Accounts Payable	\$14,684
Due to Rivers Edge CDD	\$132,177
<u>Fund Balances:</u>	
Nonspendable	---
Restricted for Debt Service	---
Unassigned	\$27,969
Total Liabilities and Fund Equity	<u><u>\$174,830</u></u>

Rivers Edge III
Community Development District
Statement of Revenues & Expenditures
For The Period Ending February 28, 2021

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/21	ACTUAL THRU 2/28/21	VARIANCE
Revenues:				
Developer Contrubutions	\$436,013	\$178,655	\$178,655	\$0
Miscellaneous Income	\$0	\$0	\$0	\$0
Total Revenues	\$436,013	\$178,655	\$178,655	\$0
Expenditures				
<i>Administrative</i>				
Engineering	\$1,875	\$781	\$698	\$83
Attorney	\$15,000	\$6,250	\$7,244	(\$994)
Management Fees	\$15,000	\$6,250	\$6,250	\$0
Assessment Administration	\$2,500	\$1,042	\$0	\$1,042
Telephone	\$50	\$21	\$19	\$2
Postage	\$175	\$73	\$23	\$50
Printing & Binding	\$250	\$104	\$236	(\$132)
Insurance	\$2,877	\$2,877	\$5,000	(\$2,123)
Legal Advertising	\$1,500	\$625	\$634	(\$9)
Other Current Charges	\$250	\$104	\$179	(\$74)
Office Supplies	\$125	\$52	\$58	(\$6)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Website design/compliance	\$1,250	\$521	\$921	(\$400)
Total Administrative	\$41,027	\$18,875	\$21,435	(\$2,560)
<i>Field Operations</i>				
Landsape Maintenance	\$0	\$0	\$10,109	(\$10,109)
Cost Share Landscaping- Rivers Edge	\$137,373	\$45,791	\$45,791	\$0
Cost Share Amenity- Rivers Edge	\$257,613	\$85,871	\$85,871	\$0
Total Field Operations	\$394,986	\$131,662	\$141,771	(\$10,109)
Total Expenditures	\$436,013	\$150,537	\$163,206	(\$12,669)
Excess Revenues/Expenses	\$0		\$15,449	
Fund Balance - Beginning	\$0		\$12,520	
Fund Balance - Ending	\$0		\$27,969	

**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	2/5/21	\$10,705.35	\$1,578.25	\$0.00
5	11/10/20	1/5/21	\$2,368.97	\$1,564.26	\$0.00
6	12/8/20	1/28/21		\$4,565.06	\$0.00
7	1/12/21	2/5/21		\$4,069.09	\$0.00
8	2/9/21			\$14,895.43	\$14,896.43
CS 2021-01	2/1/21			\$131,662.00	\$0.00
9	3/9/21			\$20,320.05	\$20,320.05
Due from Developer			\$13,074.32	\$178,654.14	\$35,216.48

B.

Rivers Edge III Community Development District

FY2020 Funding Request #9
9-Mar-21

Vendor	Amount
1 Colliers International	
Property Appraisal Inv #JAX210052 2/28/21	\$ 7,500.00
2 Governmental Management Services	
March Invoice Inv #8 3/1/21	\$ 1,460.96
3 Hopping Green & Sams	
January General Counsel Inv #120401 2/18/21	\$ 4,016.32
January Project Construction Inv #120403 2/18/21	\$ 756.00
4 Prosser	
August Services Inv #44521 9/10/20	\$ 370.00
December Services Inv #45198 1/18/21	\$ 218.00
January Services Inv #45370 2/17/21	\$ 593.81
5 Verdego	
March Landscape Maintenance Inv #0303C 3/1/21	\$ 5,404.96
Total Amount Due	\$ 20,320.05

Wiring Instructions:

RBK: Wells Fargo, N.A.

ABA: 121000248

ACCT: 4633849393

ACCT NAME: Rivers Edge III Community Development District

INVOICE FOR SERVICES RENDERED

COLLIERS INTERNATIONAL
VALUATION & ADVISORY SERVICES



26791 Network Place
Chicago, IL 60673-1267
MAIN +1 813 871 8529
FAX +1 604 602 7021
WEB www.colliers.com

CLIENT

Rivers Edge III CDD, Board of Supervisors c/o GMS
Attn: Jacob O'Keefe
475 West Town Place Suite 114
St. Augustine, FL 32092

Please reference Job Number **JAX210052** when remitting

SUBJECT PROPERTY

RiverTown Proposed Park & Amenity Sites
State Road 13 North
Saint Johns, FL 32259

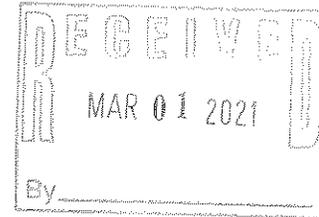
JOB INFORMATION

Job Number JAX210052
Invoice Number JAX210052
Invoice ID 283759
Invoice Date 02/28/2021
Federal Tax ID 41-2227433
Office Jacksonville

INVOICE AMOUNT

Appraisal Job Fee	\$7,500.00
Hourly Fees	\$0.00
Expenses	\$0.00
State Tax	\$0.00
Invoice Total	\$7,500.00
Payments	\$0.00
Retainers/Credits	
Balance Due	\$7,500.00

COMMENTS



Please remit all payments to
Colliers International Valuation & Advisory Services
26791 Network Place
Chicago, IL 60673-1267

For any questions about this invoice
Accounts Receivables Department
Phone +1 813 871 8529
Fax +1 604 602 7021
Email tracy.patterson@colliers.com

Wire Instructions

JP Morgan Chase Bank, NA
Chicago, IL
70-2322/719
Account Name: Colliers International Valuation & Advisory Services, LLC
Account No. 899559074
ABA No. 021000021
ACH Payment Transit Routing Number: 071000013
Swift code for International Wires ONLY: CHASUS33

Please include job/invoice number in addenda/memo payment information

1-300-131-103
9

Late Charges: At the option of Colliers International Valuation & Advisory Services (CIVAS), any amount past due shall bear simple interest at the annual rate of eighteen percent (18%), or 1.5% monthly, provided that in no event shall such interest rate exceed the highest legal interest rate for business loans. Further, to partially compensate CIVAS for banking, administrative and accounting costs, Client shall pay to CIVAS a fee of \$50.00 (which may be increased from time to time) per occurrence for any check received for payments under this Statement that is not immediately honored for any reason whatsoever (including, without limitation, insufficient funds), which fee shall be in addition and without limitation to any other amounts claimed by CIVAS.

Governmental Management Services, LLC

1001 Bradford Way
 Kingston, TN 37763

Invoice**Invoice #:** 8**Invoice Date:** 3/1/21**Due Date:** 3/1/21**Case:****P.O. Number:****Bill To:**

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

Description	Hours/Qty	Rate	Amount
Management Fees - March 2021		1,250.00	1,250.00
Website Administration - March 2021		104.17	104.17
Office Supplies		12.86	12.86
Postage		6.12	6.12
Copies		79.95	79.95
Telephone		7.86	7.86

Total	\$1,460.96
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Payments/Credits	\$0.00
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Balance Due	\$1,460.96
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Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300

P.O. Box 6526

Tallahassee, FL 32314

850.222.7500

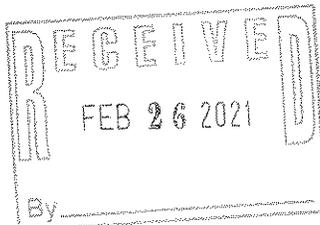
===== STATEMENT =====

February 18, 2021

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

Bill Number 120403
Billed through 01/31/2021

Project Construction
RE3CDD 00103 JLK



1.300-131-103
4

FOR PROFESSIONAL SERVICES RENDERED

01/12/21	LMG	Review status of stormwater ponds; confer with district engineer regarding same; prepare bill of sale for stormwater ponds to Rivers Edge CDD; prepare draft of deed from Mattamy to District for Estates plat tracts.	2.80 hrs
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Total fees for this matter \$756.00

MATTER SUMMARY

Gentry, Lauren M.	2.80 hrs	270 /hr	\$756.00
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TOTAL FEES \$756.00

TOTAL CHARGES FOR THIS MATTER \$756.00

BILLING SUMMARY

Gentry, Lauren M.	2.80 hrs	270 /hr	\$756.00
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TOTAL FEES \$756.00

TOTAL CHARGES FOR THIS BILL \$756.00

Please include the bill number with your payment.

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

February 18, 2021

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

Bill Number 120401
Billed through 01/31/2021



1-31-513-315
4

General Counsel
RE3CDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

01/04/21	LMG	Prepare acquisition documents for signature and incorporate proposed plat reference for identification of improvements.	0.90 hrs
01/07/21	JLK	Conference call regarding construction and ownership options and preparation of options related to same; confer regarding CIP documents and review the same.	0.80 hrs
01/07/21	LMG	Confer with District Engineer and Chair regarding roadway acquisitions; analyze property ownership regarding same.	0.40 hrs
01/08/21	LMG	Review comments from Prosser to acquisition documents; revise final signature versions of documents to incorporate same.	0.50 hrs
01/09/21	JLK	Review and provide comments to supplemental ER.	0.90 hrs
01/12/21	JLK	Multiple calls/reviews of acquisition package details, plat changes, land swap information and related matters.	0.70 hrs
01/13/21	JLK	Confer with landowner team regarding various ownership/plat errors and updates; review revised (multiple) acquisition packages and plat iterations; confer with Gentry on same; review TA and provide edits to same; confer regarding public facilities report.	1.20 hrs
01/14/21	JLK	Plat review with landowner team; review acquisition documents and options for same; review updated deeds and easements and confer with engineer on same.	1.10 hrs
01/14/21	LMG	Revise documents to convey stormwater ponds from Rivers Edge III to Rivers Edge I; prepare developer acknowledgement form for conveyance.	0.60 hrs
01/15/21	JLK	Prepare sunshine/public records presentation materials and review agenda package.	0.30 hrs
01/15/21	LMG	Advise on next steps for roadway acquisition; send stormwater acquisition documents for agenda; update acquisition package to include bills of sale.	0.80 hrs
01/17/21	JLK	Confer regarding e-verify requirements for contractors and revise contract language on same.	0.10 hrs

01/19/21	LMG	Review December minutes and financials; prepare presentation to board regarding ratification of acquisition documents, proposed conveyance of stormwater ponds to District 1, and draft deed for Estates Plat tract.	0.80 hrs
01/20/21	JLK	Attend Board meeting and prepare for same.	3.10 hrs
01/26/21	JLK	Conference call with Stilwell and Wilhelm regarding engineers reports, reimbursement options, property records and related information; transmit same.	0.90 hrs

Total fees for this matter \$3,901.00

DISBURSEMENTS

Travel	62.07
Travel - Meals	18.72
Total disbursements for this matter	\$80.79

MATTER SUMMARY

Kilinski, Jennifer L.	9.10 hrs	310 /hr	\$2,821.00
Gentry, Lauren M.	4.00 hrs	270 /hr	\$1,080.00

TOTAL FEES	\$3,901.00
TOTAL DISBURSEMENTS	\$80.79
INTEREST CHARGE ON PAST DUE BALANCE	\$34.53

TOTAL CHARGES FOR THIS MATTER \$4,016.32

BILLING SUMMARY

Kilinski, Jennifer L.	9.10 hrs	310 /hr	\$2,821.00
Gentry, Lauren M.	4.00 hrs	270 /hr	\$1,080.00

TOTAL FEES	\$3,901.00
TOTAL DISBURSEMENTS	\$80.79
INTEREST CHARGE ON PAST DUE BALANCE	\$34.53

TOTAL CHARGES FOR THIS BILL \$4,016.32

Please include the bill number with your payment.



September 10, 2020
 Project No: 113094.80
 Invoice No: 44521

Rivers Edge Community Development District
 c/o Governmental Management Services
 1001 Bradford Way
 Kingston, TN 37763

Project 113094.80 Rivers Edge III CDD

Professional Services from August 1, 2020 to August 31, 2020

Task 1:

For services including coordination with staff on bond validation and attend August CDD meeting via phone.

Professional Personnel

	Hours	Rate	Amount	
Principal	2.00	185.00	370.00	
Totals	2.00		370.00	
Total Labor				370.00
		Total this Task		\$370.00
		Total this Invoice		\$370.00

Outstanding Invoices

Number	Date	Balance
43096	12/10/2019	1,760.24
43779	4/13/2020	773.35
43932	5/12/2020	2,350.00
44126	6/16/2020	1,387.50
44211	7/14/2020	3,227.50
44385	8/20/2020	370.00
Total		9,868.59

Billings to Date

	Current	Prior	Total
Labor	370.00	9,820.00	10,190.00
Expense	0.00	48.59	48.59
Totals	370.00	9,868.59	10,238.59



January 18, 2021

Project No: 113094.80

Invoice No: 45198

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 December 1, 2020 to December 31, 2020

Expense Billing

Reimbursable Expenses

Mileage-DOT Allowable (.445)		22.25	
Mileage-Additional (.13/mile)		6.50	
Total Reimbursables	1.15 times	28.75	33.06
	Total this Task		\$33.06

Task 1:

For services including attend December 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		\$218.06

Outstanding Invoices

Number	Date	Balance
44521	9/10/2020	370.00
44813	11/11/2020	478.06
45040	12/14/2020	219.79
Total		1,067.85

Billings to Date

	Current	Prior	Total
Labor	185.00	11,097.50	11,282.50
Expense	33.06	116.44	149.50
Totals	218.06	11,213.94	11,432.00



February 17, 2021

Project No: 113094.80

Invoice No: 45370

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 January 1, 2021 to January 31, 2021

Expense Billing

Reimbursable Expenses

Mileage-DOT Allowable (.445)		22.25	
Mileage-Additional (.13/mile)		6.00	
Blueprints/Reproduction		5.50	
Total Reimbursables	1.15 times	33.75	38.81
		Total this Task	\$38.81

Fee Billing

For services including attend January meeting and coordination with staff on pond ownership.

Professional Personnel

		Hours	Rate	Amount	
Principal		3.00	185.00	555.00	
	Totals	3.00		555.00	
	Total Labor				555.00
			Total this Task		\$555.00
			Total this Invoice		\$593.81

Outstanding Invoices

Number	Date	Balance
44521	9/10/2020	370.00
44813	11/11/2020	478.06
45040	12/14/2020	219.79
45198	1/18/2021	218.06
Total		1,285.91

Billings to Date

	Current	Prior	Total
Labor	555.00	11,282.50	11,837.50
Expense	38.81	149.50	188.31
Totals	593.81	11,432.00	12,025.81



Invoice

Invoice #: 0303C

Date: 03/01/2021

Customer PO:

DUE DATE: 03/31/2021

BILL TO

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

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract March 2021

AMOUNT

\$5,404.96

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$5,404.96

C.

Rivers Edge III

Community Development District

Check Run Summary

February 28, 2021

Fund	Date	Check No.	Amount
General Fund			
	2/3/21	38-42	\$ 4,430.43
	2/15/21	43-54	\$ 19,862.25
Total			\$ 24,292.68

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/03/21	00003	12/01/20	5	202012	310-51300-34000			DEC MANAGEMENT FEES	*	1,250.00		
		12/01/20	5	202012	310-51300-35100			DEC WEBSITE ADMIN	*	104.17		
		12/01/20	5	202012	310-51300-51000			OFFICE SUPPLIES	*	12.65		
		12/01/20	5	202012	310-51300-42000			POSTAGE	*	2.50		
		12/01/20	5	202012	310-51300-42500			COPIES	*	27.75		
		12/01/20	5	202012	310-51300-41000			TELEPHONE	*	11.81		
GOVERNMENTAL MANAGEMENT SERVICES											1,408.88	000038
2/03/21	00004	11/23/20	118579	202010	310-51300-31500			OCT GENERAL COUNSEL	*	2,218.00		
HOPPING GREEN & SAMS											2,218.00	000039
2/03/21	00004	11/23/20	118580	202010	300-13100-10300			OCT BOND VALIDATION	*	186.37		
HOPPING GREEN & SAMS											186.37	000040
2/03/21	00005	11/11/20	44813	202010	310-51300-31100			OCT PROFESSIONAL SERVICES	*	478.06		
PROSSER											478.06	000041
2/03/21	00002	11/30/20	I0331783	202011	310-51300-48000			NOTICE MEETING 11/18/2020	*	139.12		
THE ST.AUGUSTINE RECORD											139.12	000042
2/15/21	00003	10/01/20	3	202010	310-51300-34000			OCT MANAGEMENT FEES	*	1,250.00		
		10/01/20	3	202010	310-51300-35100			OCT WEBSITE ADMIN	*	104.17		
		10/01/20	3	202010	310-51300-51000			OFFICE SUPPLIES	*	7.50		
		10/01/20	3	202010	310-51300-42000			POSTAGE	*	16.54		
		10/01/20	3	202010	310-51300-42500			COPIES	*	69.90		
GOVERNMENTAL MANAGEMENT SERVICES											1,448.11	000043
2/15/21	00003	11/01/20	4	202011	310-51300-34000			NOV MANAGEMENT FEES	*	1,250.00		
		11/01/20	4	202011	310-51300-35100			NOV WEBSITE ADMIN	*	104.17		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
11/01/20	4	11/01/20	4	202011	310	51300	51000			*	12.59		
									OFFICE SUPPLIES				
11/01/20	4	11/01/20	4	202011	310	51300	42000			*	1.50		
									POSTAGE				
11/01/20	4	11/01/20	4	202011	310	51300	42500			*	21.00		
									COPIES				
GOVERNMENTAL MANAGEMENT SERVICES												1,389.26	000044
2/15/21	00003	1/01/21	6	202101	310	51300	34000			*	1,250.00		
									JAN MANAGEMENT FEES				
		1/01/21	6	202101	310	51300	35100			*	104.17		
									JAN WEBSITE ADMIN				
		1/01/21	6	202101	310	51300	51000			*	12.56		
									OFFICE SUPPLIES				
		1/01/21	6	202101	310	51300	42000			*	1.00		
									POSTAGE				
		1/01/21	6	202101	310	51300	42500			*	43.95		
									COPIES				
		1/01/21	6	202101	310	51300	41000			*	6.83		
									TELEPHONE				
GOVERNMENTAL MANAGEMENT SERVICES												1,418.51	000045
2/15/21	00004	12/23/20	119403	202011	310	51300	31500			*	1,891.67		
									NOV GENERAL COUNSEL				
HOPPING GREEN & SAMS												1,891.67	000046
2/15/21	00004	9/30/20	117596	202008	300	13100	10300			*	8,184.50		
									AUG BOND VALIDATION				
HOPPING GREEN & SAMS												8,184.50	000047
2/15/21	00004	9/30/20	117608	202008	310	51300	31500			*	2,329.39		
									AUG GENERAL COUNSEL				
HOPPING GREEN & SAMS												2,329.39	000048
2/15/21	00004	10/12/20	117721	202009	310	51300	31500			*	1,339.69		
									SEP GENERAL COUNSEL				
HOPPING GREEN & SAMS												1,339.69	000049
2/15/21	00004	10/12/20	117722	202009	300	13100	10300			*	1,029.28		
									SEP BOND VALIDATION				
HOPPING GREEN & SAMS												1,029.28	000050
2/15/21	00005	12/14/20	45040	202011	310	51300	31100			*	219.79		
									NOV PROFESSIONAL SRVS				
PROSSER												219.79	000051

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
2/15/21	00002	1/11/21 I0333055	202101 310-51300-48000		NOTICE OF MEETING 1/20/21 THE ST.AUGUSTINE RECORD	*	121.17	121.17 000052
2/15/21	00002	12/07/20 I0332492	202012 310-51300-48000		NOTICE MEETING 12/16/20 THE ST.AUGUSTINE RECORD	*	90.88	90.88 000053
2/15/21	00006	12/31/20 2267	202012 310-51300-35200		ADA WEBSITE MAINT VGLOBALTECH	*	400.00	400.00 000054
TOTAL FOR BANK A							24,292.68	
TOTAL FOR REGISTER							24,292.68	

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 5

Invoice Date: 12/1/20

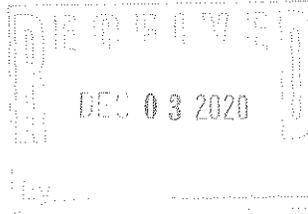
Due Date: 12/1/20

Case:

P.O. Number:

Bill To:

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



Description	Hours/Qty	Rate	Amount
Management Fees - December 2020		1,250.00	1,250.00
Website Administration - December 2020		104.17	104.17
Office Supplies		12.65	12.65
Postage		2.50	2.50
Copies		27.75	27.75
Telephone		11.81	11.81
Total			\$1,408.88
Payments/Credits			\$0.00
Balance Due			\$1,408.88

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

November 23, 2020

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

Bill Number 118579
Billed through 10/31/2020

General Counsel

RE3CDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

10/02/20	JLK	Conference call regarding acquisition and land conveyance status and process for the same; confer regarding direct bill language and statutory requirements for same; confer regarding plat errors and options to remedy same; conference call with staff on parking rules and location issues and amendment to policy for same; confer with amenity management team regarding request for contract amendment and review insurance provisions from same; confer with DM on same; begin amendment draft; confer regarding status of improvements and county turnover.	1.20 hrs
10/07/20	JLK	Review/edit Vesta amendment and confer with staff regarding agenda edits; confer regarding phase 3 reopening provisions.	0.40 hrs
10/07/20	LMG	Review response from auditor regarding engagement letter revisions; advise district manager regarding same.	0.20 hrs
10/08/20	SSW	Conduct on-going research and monitoring of waiver of physical quorum requirement for public meetings and best practices for conducting board meetings upon potential expiration of such waiver.	0.20 hrs
10/13/20	JLK	Review landowner election acreage, proxy, authorization to vote, ballot and related documentation and confer with landowner and DM on same; confer with DM regarding reclaimed water audit and landscaping impacts and review correspondence on same; confer regarding budget adjustments.	0.50 hrs
10/15/20	JLK	Review letter of certificate of no appeal and transmit same.	0.10 hrs
10/19/20	LMG	Analyze financial statements and funding request.	0.40 hrs
10/20/20	JLK	Conference call with Perry regarding agenda call and preparation for board meeting; confer regarding status of landscape and irrigation audit and confer regarding improved processes for work authorization and maintenance areas; review agenda package and prepare for board meeting; confer regarding interlocal standardization forms for districts; confer regarding status of plats and land conveyance.	0.50 hrs
10/20/20	LMG	Prepare master form of cost-share request form; prepare materials for meeting; analyze cost-share processes for supplemental maintenance.	0.40 hrs

Date	Initials	Description	Hours
10/20/20	LMC	Review annual letter from the Department of Economic Opportunity and confirm district information is up-to-date.	0.40 hrs
10/21/20	JLK	Finalize preparations for and attend board meeting; post meeting wrap up.	0.50 hrs
10/21/20	LMG	Travel to and attend board meeting; follow-up from same.	1.00 hrs
10/22/20	JLK	Confer regarding financing timeline and transmit information to MBS on same.	0.10 hrs
10/26/20	JLK	Finalize preparations for and attend board meeting; post meeting wrap up; draft contract assignment package and contractor provisions for CDD assignment; confer with Stilwell on same.	1.20 hrs
10/28/20	LMG	Review October meeting minutes and provide revisions.	0.30 hrs
10/29/20	LMG	Review and revise cost-share request form; prepare communication to staff regarding same.	0.30 hrs
Total fees for this matter			\$2,218.00

MATTER SUMMARY

Kilinski, Jennifer L.	4.50 hrs	310 /hr	\$1,395.00
Clavenna, Lydia M. - Paralegal	0.40 hrs	160 /hr	\$64.00
Gentry, Lauren M.	2.60 hrs	270 /hr	\$702.00
Warren, Sarah S.	0.20 hrs	285 /hr	\$57.00

TOTAL FEES \$2,218.00

TOTAL CHARGES FOR THIS MATTER \$2,218.00

BILLING SUMMARY

Kilinski, Jennifer L.	4.50 hrs	310 /hr	\$1,395.00
Clavenna, Lydia M. - Paralegal	0.40 hrs	160 /hr	\$64.00
Gentry, Lauren M.	2.60 hrs	270 /hr	\$702.00
Warren, Sarah S.	0.20 hrs	285 /hr	\$57.00

TOTAL FEES \$2,218.00

TOTAL CHARGES FOR THIS BILL \$2,218.00

Please include the bill number with your payment.

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

November 23, 2020

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

Bill Number 118580
Billed through 10/31/2020



Bond Validation

RE3CDD 00102 JLK

FOR PROFESSIONAL SERVICES RENDERED

10/01/20	LMC	Call Clerk's office regarding docket to confirm additional entry (per Clerk, entry was docketed in error); transmit draft certificate of no appeal.	0.80 hrs
10/08/20	LMC	Save certified copy of certificate of no appeal to files.	0.20 hrs
Total fees for this matter			\$160.00

DISBURSEMENTS

United Parcel Service	26.37
Total disbursements for this matter	\$26.37

MATTER SUMMARY

Clavenna, Lydia M. - Paralegal	1.00 hrs	160 /hr	\$160.00
TOTAL FEES			\$160.00
TOTAL DISBURSEMENTS			\$26.37
TOTAL CHARGES FOR THIS MATTER			\$186.37

BILLING SUMMARY

Clavenna, Lydia M. - Paralegal	1.00 hrs	160 /hr	\$160.00
TOTAL FEES			\$160.00
TOTAL DISBURSEMENTS			\$26.37
TOTAL CHARGES FOR THIS BILL			\$186.37

Please include the bill number with your payment.

PROSSER

November 11, 2020
 Project No: 113094.80
 Invoice No: 44813

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 October 1, 2020 to October 31, 2020

Expense Billing

Reimbursable Expenses

Mileage-DOT Allowable (.445)		22.25	
Mileage-Additional (.13/mile)		6.50	
Total Reimbursables	1.15 times	28.75	33.06
	Total this Task		\$33.06

Task 1:
 For services including coordination with staff on landscape exhibits and attend October CDD meeting.

Professional Personnel

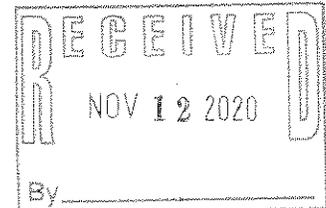
	Hours	Rate	Amount	
Principal	1.00	185.00	185.00	
Landscape Architect/GIS Analyst	2.00	130.00	260.00	
Totals	3.00		445.00	
Total Labor				445.00
		Total this Task		\$445.00
		Total this Invoice		\$478.06

Outstanding Invoices

Number	Date	Balance
44385	8/20/2020	370.00
44521	9/10/2020	370.00
44789	10/27/2020	277.50
Total		1,017.50

Billings to Date

	Current	Prior	Total
Labor	445.00	10,467.50	10,912.50
Expense	33.06	48.59	81.65
Totals	478.06	10,516.09	10,994.15



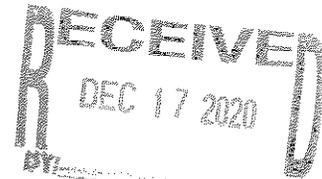
10	11	12	13	14	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
10/31		Balance Forward						\$1,005.06	
11/12	P154905	Payment - Lockbox 28						\$-139.12	
11/12	P154906	Payment - Lockbox 29						\$-89.75	
11/30	P156568	Payment - Lockbox 30						\$-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.



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

25 ADVERTISER INFORMATION							
1	BILLING PERIOD	6	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 Dept 1261
 PO Box 121261
 Dallas, TX 75312-1261

Payment is due upon receipt.

The St. Augustine Record

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	3	TERMS OF PAYMENT			
SA 7		\$560.42		\$0.00		NET 15 DAYS			
21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS				
	\$143.23	\$143.45	\$273.74	\$0.00					
4	PAGE #	5	BILLING DATE	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	24	STATEMENT NUMBER
			11/30/2020		48211		48211		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

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



8 - 2067

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



Governmental Management Services, LLC

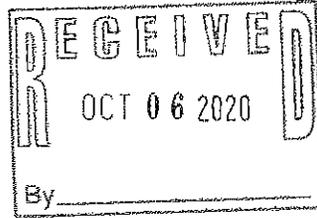
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 3
Invoice Date: 10/1/20
Due Date: 10/1/20
Case:
P.O. Number:

Bill To:

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



Description	Hours/Qty	Rate	Amount
Management Fees - October 2020 1-31-513-34		1,250.00	1,250.00
Website Administration - October 2020 1-31-513-351		104.17	104.17
Office Supplies 1-31-513-51		7.50	7.50
Postage 1-31-513-42		16.54	16.54
Copies 1-31-513-425 3		69.90	69.90
Total			\$1,448.11
Payments/Credits			\$0.00
Balance Due			\$1,448.11

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

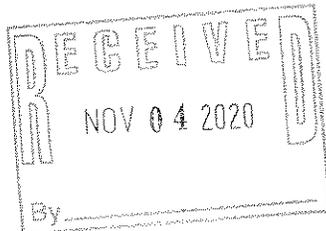
Invoice

Invoice #: 4
Invoice Date: 11/1/20
Due Date: 11/1/20
Case:
P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees - November 2020 <i>1-31-513-34</i>		1,250.00	1,250.00
Website Administration - November 2020 <i>1-31-513-351</i>		104.17	104.17
Office Supplies <i>1-31-513-51</i>	<i>3</i>	12.59	12.59
Postage <i>1-31-513-42</i>		1.50	1.50
Copies <i>1-31-513-425</i>		21.00	21.00



Total	\$1,389.26
Payments/Credits	\$0.00
Balance Due	\$1,389.26

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 6

Invoice Date: 1/1/21

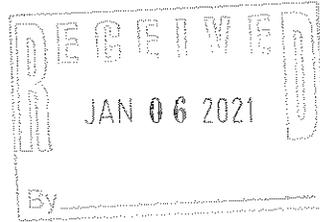
Due Date: 1/1/21

Case:

P.O. Number:

Bill To:

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



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 =====

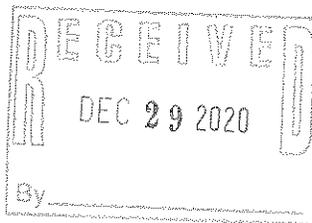
December 23, 2020

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.

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

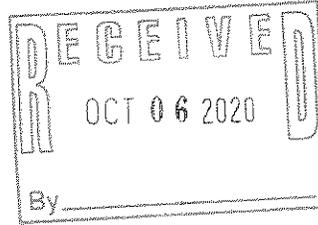
September 30, 2020

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

Bill Number 117596
Billed through 08/31/2020

Bond Validation

RE3CDD 00102 JLK



1-300-131-103
4

FOR PROFESSIONAL SERVICES RENDERED

08/03/20	JLK	Review memorandum of law and validation outline and confer with staff on same; begin review of draft testimony and confer regarding schedule for preparation calls on same; begin review of final judgment draft and review ASA correspondence on same; review updated NOSC and correspondence on same; review agreement for remote hearings application on SJC circuit court and confer regarding court closures for hurricane and deadline for NOSC publications related to same.	2.40 hrs
08/03/20	LMG	Finalize notice and order to show cause and motion for entry of order; coordinate with opposing counsel regarding same; confer with Clavenna regarding same.	0.60 hrs
08/03/20	LMC	Prepare case law for pre-hearing memorandum of law.	0.50 hrs
08/04/20	JLK	Review correspondence to ASA on NOSC; confer with Gentry on same; review memorandum of law.	0.60 hrs
08/04/20	LMG	Follow up with opposing counsel regarding approval for notice and order to show cause and motion for entry of order; confer with Clavenna regarding statutory deadlines for publication.	0.40 hrs
08/04/20	LMC	Call and email court regarding Zoom information for hearing.	0.50 hrs
08/05/20	LMG	Communicate with opposing counsel regarding notice and order to show cause and motion for entry of order, coordinate filing of same.	0.80 hrs
08/05/20	JLK	Review NOSC filing requirements and court correspondence and transmit pleadings.	0.30 hrs
08/06/20	JLK	Review JA and timing correspondence; review ASA correspondence and confer with Gentry on same.	0.60 hrs
08/06/20	LMC	Keep checking docket for filed notice and order to show cause; call court to discuss publication deadline; arrange with the paper to have notice tentatively scheduled in advance.	1.10 hrs
08/07/20	JLK	Confer with court regarding NOSC, publication deadline, memo of law, final judgment, testimony filings and related matters.	1.10 hrs

08/13/20	LMC	Update pre-hearing memorandum of law; file same; transmit copy of case law to judge; prepare cover letter to same; update joint stipulation and joint stipulation certificates.	2.90 hrs
08/17/20	LMG	Prepare draft proposed final judgment; draft COVID-19 language for final judgment.	1.30 hrs
08/17/20	LMC	Book court reporter for hearing.	0.30 hrs
08/18/20	LMC	Request affidavit of publication for the notice and order to show cause.	0.30 hrs
08/19/20	LMG	Review and revise proposed final judgment; advise on compilation of joint stipulation exhibits.	0.80 hrs
08/19/20	LMC	Compile exhibits to joint stipulation; confer with district manager's office regarding same.	2.00 hrs
08/20/20	JLK	Review testimony for hearing; review joint stipulation and filing related to same.	1.10 hrs
08/20/20	LMG	Review and revise draft joint stipulation; advise on signatures necessary for admissibility of evidence; send proposed joint stipulation to opposing counsel for review and signature; prepare hearing presentation; prepare sample bond validation testimony for district manager, engineer, landowner representative, and bond counsel.	1.90 hrs
08/24/20	LMG	Coordinate timeline and filings for validation hearing; coordinate with group regarding Zoom preparation call.	0.40 hrs
08/25/20	JLK	Preparation call and documents for validation hearing.	0.80 hrs
08/25/20	LMG	Review document certificate; advise on signatures regarding same; review Judge Smith's hearing procedures and preferences; attend conference call regarding preparation for validation hearing; recirculate sample testimony and hearing connection information to group; review exhibits 1-24 in joint stipulation; prepare same for filing.	1.90 hrs
08/25/20	LMC	Confer with Hancock regarding clarity of certificate PDF; update joint stipulation; prepare hearing outline and index to same; compile binder of materials.	2.20 hrs
08/26/20	JLK	Review and edit final judgment and transmit same.	0.50 hrs
08/26/20	LMG	Review updated joint stipulation; prepare presentation to court regarding validation of bonds and assessments; review and edit final draft of proposed final judgment; transmit same to opposing counsel for approval.	1.70 hrs
08/26/20	LMC	File joint stipulation with the clerk of court.	1.00 hrs
08/27/20	LMG	Review courtesy copy submission of joint stipulation to chambers.	0.30 hrs
08/30/20	JLK	Finalize validation preparations.	0.80 hrs
08/31/20	JLK	Finalize preparation for, review outline for and attend validation hearing.	2.60 hrs

08/31/20 LMC Transmit proposed final judgment to court; add no-appeal date to calendar. 0.50 hrs

Total fees for this matter \$7,883.00

DISBURSEMENTS

Document Reproduction 275.00

United Parcel Service 26.50

Total disbursements for this matter \$301.50

MATTER SUMMARY

Kilinski, Jennifer L.	10.80 hrs	310 /hr	\$3,348.00
Clavenna, Lydia M. - Paralegal	11.30 hrs	160 /hr	\$1,808.00
Gentry, Lauren M.	10.10 hrs	270 /hr	\$2,727.00

TOTAL FEES			\$7,883.00
TOTAL DISBURSEMENTS			\$301.50

TOTAL CHARGES FOR THIS MATTER \$8,184.50

BILLING SUMMARY

Kilinski, Jennifer L.	10.80 hrs	310 /hr	\$3,348.00
Clavenna, Lydia M. - Paralegal	11.30 hrs	160 /hr	\$1,808.00
Gentry, Lauren M.	10.10 hrs	270 /hr	\$2,727.00

TOTAL FEES			\$7,883.00
TOTAL DISBURSEMENTS			\$301.50

TOTAL CHARGES FOR THIS BILL \$8,184.50

Please include the bill number with your payment.

Hopping Green & Sams

Attorneys and Counselors

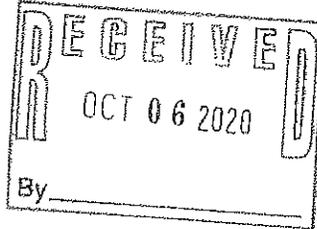
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

September 30, 2020

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

Bill Number 117608
Billed through 08/31/2020



1-31-513-315
4

General Counsel
RE3CDD 00001 JLK

FOR PROFESSIONAL SERVICES RENDERED

08/01/20	KSB	Prepare correspondence to Property Appraiser regarding release of assessment rolls; prepare form of indemnification agreement with property appraiser.	0.20 hrs
08/04/20	JLK	Review tentative meeting agenda; conference call with DM regarding meeting agenda, workshop and historical documentation; review acquisition packages for RF park and confer with staff on same; review sheriff's questions on operation and maintenance/ownership of improvements.	0.40 hrs
08/06/20	LMG	Review VGlobalTech audit proposal; review draft agenda and send comments.	0.50 hrs
08/07/20	LMG	Revise VGlobalTech agreement to reflect new scope; draft amendment to GMS agreement to define Website Services.	1.20 hrs
08/10/20	LMC	Confer with Clerk's office to confirm that publication of order has been scheduled; transmit proof of same to Clerk for docketing.	0.90 hrs
08/11/20	SSW	Monitor and review executive orders regarding requirements for budget and assessment hearings and waiver of physical quorum requirement for conducting same due to COVID-19 public health emergency; research and respond to questions regarding same; monitor and review executive orders extending waiver of physical quorum requirement for local government public meetings.	0.20 hrs
08/11/20	LMG	Revise VGlobalTech agreement and GMS website amendment; transmit to staff for inclusion in agenda; finalize and transmit budget appropriation resolution and budget funding agreement for same.	0.70 hrs
08/12/20	JLK	Review/edit and transmit parking and towing policy and confer regarding general location map; confer regarding interim rate resolutions; confer with Vesta regarding PPP funds, impacts to JCP budget, and possible credits for same; confer with DM and King related to same.	1.10 hrs
08/14/20	JLK	Call with Vesta management regarding PPP program and feedback on primary questions posed regarding application to CDD contract; transmit information on same.	0.20 hrs
08/17/20	LMG	Analyze meeting minutes, financial statements, budget procedures, and declaration of covenants related to Parcel 26.	0.60 hrs

08/18/20	LMG	Analyze proposed FY 2020 and FY 2021 budgets; confer with district manager regarding amendment to agenda; review proposed auditor selection criteria.	0.60 hrs
08/19/20	JLK	Prepare for board meeting, including agenda review, conference with DM and chair; review and finalize parcel 26 description and maps and confer with engineer on same; attend board meeting.	0.90 hrs
08/21/20	LMG	Follow up from board meeting.	0.30 hrs
08/28/20	LMG	Review and provide comments to August audit committee and regular board meeting minutes.	0.40 hrs
Total fees for this matter			\$2,232.00

MATTER SUMMARY

Kilinski, Jennifer L.	2.60 hrs	310 /hr	\$806.00
Buchanan, Katie S.	0.20 hrs	320 /hr	\$64.00
Clavenna, Lydia M. - Paralegal	0.90 hrs	160 /hr	\$144.00
Gentry, Lauren M.	4.30 hrs	270 /hr	\$1,161.00
Warren, Sarah S.	0.20 hrs	285 /hr	\$57.00
TOTAL FEES			\$2,232.00
INTEREST CHARGE ON PAST DUE BALANCE			\$97.39
TOTAL CHARGES FOR THIS MATTER			\$2,329.39

BILLING SUMMARY

Kilinski, Jennifer L.	2.60 hrs	310 /hr	\$806.00
Buchanan, Katie S.	0.20 hrs	320 /hr	\$64.00
Clavenna, Lydia M. - Paralegal	0.90 hrs	160 /hr	\$144.00
Gentry, Lauren M.	4.30 hrs	270 /hr	\$1,161.00
Warren, Sarah S.	0.20 hrs	285 /hr	\$57.00
TOTAL FEES			\$2,232.00
INTEREST CHARGE ON PAST DUE BALANCE			\$97.39
TOTAL CHARGES FOR THIS BILL			\$2,329.39

Please include the bill number with your payment.

Hopping Green & Sams

Attorneys and Counselors

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

===== STATEMENT =====

October 12, 2020

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

Bill Number 117721
Billed through 09/30/2020

General Counsel
RE3CDD 00001 JLK



1-31-513-315
4

FOR PROFESSIONAL SERVICES RENDERED

09/01/20	SSW	Monitor executive orders regarding public meeting requirements and possible extension of waiver of physical quorum requirement for public meetings; research and confer with district management regarding questions relating to same.	0.20 hrs
09/02/20	JLK	Review multiple correspondence from management company regarding financials, public records, time records and the same; research same; confer with DM on same.	0.30 hrs
09/04/20	JLK	Confer with DM regarding various CDD operational questions and contract administration items; confer regarding outstanding invoices and transmit information for same.	0.30 hrs
09/07/20	JLK	Confer with DM regarding status of workshop advertisement and confer on same.	0.10 hrs
09/09/20	JLK	Review multiple correspondence with DM and amenity management company on contract questions, records and responses to same; confer on same; review contract on same.	0.30 hrs
09/10/20	JLK	Review town hall questions on future development and related information; review questionnaire and respond to same.	1.30 hrs
09/16/20	JLK	Prepare for and attend board meeting.	0.60 hrs
09/16/20	LMC	Prepare award letters for auditing services.	0.80 hrs
09/29/20	LMG	Review September Audit Committee meeting minutes and regular board meeting minutes; provide comments to same.	0.40 hrs
09/30/20	ACW	Review Executive Order 20-246 and prepare summary of meeting requirements.	0.10 hrs
Total fees for this matter			\$1,220.50

MATTER SUMMARY

Willson, Alyssa C.	0.10 hrs	285 /hr	\$28.50
Kilinski, Jennifer L.	2.90 hrs	310 /hr	\$899.00
Clavenna, Lydia M. - Paralegal	0.80 hrs	160 /hr	\$128.00
Gentry, Lauren M.	0.40 hrs	270 /hr	\$108.00
Warren, Sarah S.	0.20 hrs	285 /hr	\$57.00

TOTAL FEES \$1,220.50
INTEREST CHARGE ON PAST DUE BALANCE \$119.19

TOTAL CHARGES FOR THIS MATTER \$1,339.69

BILLING SUMMARY

Willson, Alyssa C.	0.10 hrs	285 /hr	\$28.50
Kilinski, Jennifer L.	2.90 hrs	310 /hr	\$899.00
Clavenna, Lydia M. - Paralegal	0.80 hrs	160 /hr	\$128.00
Gentry, Lauren M.	0.40 hrs	270 /hr	\$108.00
Warren, Sarah S.	0.20 hrs	285 /hr	\$57.00

TOTAL FEES \$1,220.50
INTEREST CHARGE ON PAST DUE BALANCE \$119.19

TOTAL CHARGES FOR THIS BILL \$1,339.69

Please include the bill number with your payment.

Hopping Green & Sams

Attorneys and Counselors

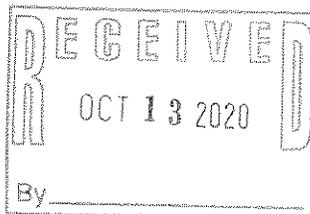
119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

October 12, 2020

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

Bill Number 117722
Billed through 09/30/2020



1.300.131.103
4

Bond Validation

RE3CDD 00102 JLK

FOR PROFESSIONAL SERVICES RENDERED

09/21/20	LMG	Review draft certificate of no appeal and document information regarding final judgment.	0.30 hrs
09/21/20	LMC	Prepare certificate of no appeal.	0.60 hrs
09/29/20	LMC	Prepare letter to clerk and check for certificate of no appeal.	0.50 hrs
Total fees for this matter			\$257.00

DISBURSEMENTS

Certified Copies	4.00
Court Reporter Fee	110.00
Legal Advertisement	646.20
Total disbursements for this matter	\$760.20

MATTER SUMMARY

Clavenna, Lydia M. - Paralegal	1.10 hrs	160 /hr	\$176.00
Gentry, Lauren M.	0.30 hrs	270 /hr	\$81.00

TOTAL FEES	\$257.00
TOTAL DISBURSEMENTS	\$760.20
INTEREST CHARGE ON PAST DUE BALANCE	\$12.08

TOTAL CHARGES FOR THIS MATTER \$1,029.28

BILLING SUMMARY

Clavenna, Lydia M. - Paralegal	1.10 hrs	160 /hr	\$176.00
Gentry, Lauren M.	0.30 hrs	270 /hr	\$81.00

TOTAL FEES	\$257.00
TOTAL DISBURSEMENTS	\$760.20

=====

INTEREST CHARGE ON PAST DUE BALANCE

\$12.08

TOTAL CHARGES FOR THIS BILL

\$1,029.28

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

1-210-51300-31100-5

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



Mon, Jan 11, 2021
9:41:06AM

Legal Ad Invoice

The St. Augustine Record

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

Acct: 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: 0003330558-01 **Caller:** COURTNEY HOGGE **Paytype:** BILL
Start: 01/11/2021 **Issues:** 1 **Stop:** 01/11/2021
Placement: SA Legals **Rep:** Melissa Rhinehart
Copy Line: RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC MEETINGS HELD DURING PUBLIC HE

Lines 80
Depth 6.75
Columns 1
Price \$121.17

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, January 20, 2021 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"). An electronic copy of the agenda may be obtained by contacting the office of the District Manager, c/o Governmental Management Services - North Florida LLC, at (904) 940-5850 or jperry@gmsnf.com ("District Manager's Office") and will also 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.

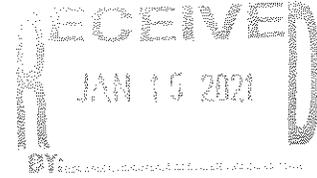
Any person requiring special accommodations at the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, 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, please contact the District Manager's office at (904) 940-5850 or jperry@gmsnf.com for further accommodations.

James Perry
District Manager
0003330558 January 11, 2021

1-31-513-48
2



THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE III CDD
475 WEST TOWN PLACE, SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 48211
AD# 0003330558-01

PO#

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

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF MEETING in the matter of BOS REG MTG 1/20/21 was published in said newspaper on 01/11/2021.

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

RIVERS EDGE 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, January 20, 2021 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida, where the Board may consider any business that may properly come before it ("Meeting"). An electronic copy of the agenda may be obtained by contacting the office of the District Manager, c/o Governmental Management Services - North Florida LLC, at (904) 940-5850 or jperry@gmsnlf.com ("District Manager's Office") and will also 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@gmsnlf.com to facilitate the Board's consideration of such questions and comments during the Meeting. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Meeting may be continued to a date, time, and place to be specified on the record at such Meeting.

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

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James Perry
District Manager
0003330558 January 11, 2021

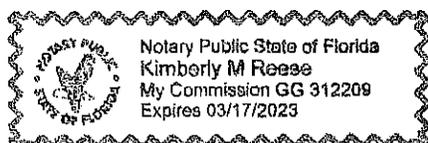
Sworn to (or affirmed) and subscribed before me by means of

physical presence or
 online notarization

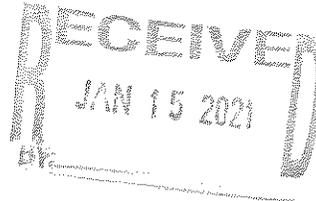
this _____ day of JAN 09 2021

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

Kimberly M Reese
(Signature of Notary Public)



10	11	12	14	13	15	16	17	18	19
START STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
11/30		Balance Forward						\$560.42	
12/15	P158096	Payment - Lockbox 36						-\$130.14	
12/15	P158097	Payment - Lockbox 35						-\$47.86	
12/15	P158098	Payment - Lockbox 34						-\$143.60	
12/15	P158099	Payment - Lockbox 33						-\$139.12	
12/15	P158100	Payment - Lockbox 32						-\$143.45	
12/07 12/07	I03324928-12072020	BOS REG MTG 12/16/20	SA St Augustine Record	1.00 x 7.5000	7.5	1	\$8.98	\$67.35	
12/07 12/07	I03324928-12072020	BOS REG MTG 12/16/20	SA St Aug Record Online	1.00 x 7.5000	7.5	1	\$8.97	\$67.28	
PREVIOUS AMOUNT OWED:								\$560.42	
NEW CHARGES THIS PERIOD:								\$134.63	
CASH THIS PERIOD:								(\$604.17)	
DEBIT ADJUSTMENTS THIS PERIOD:								\$0.00	
CREDIT ADJUSTMENTS THIS PERIOD:								\$0.00	
We appreciate your business.									



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
	\$90.88		\$0.00	\$0.00	\$0.00	\$0.00		\$90.88

25 ADVERTISER INFORMATION							
1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
	12/01/2020 - 12/31/2020		48211		48211		RIVERS EDGE III CDD

MAKE CHECKS PAYABLE TO

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

Payment is due upon receipt.

The St. Augustine Record

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1		BILLING PERIOD		2		ADVERTISER/CLIENT NAME			
		12/01/2020 - 12/31/2020				RIVERS EDGE III CDD			
COMPANY	23	TOTAL AMOUNT DUE		* UNAPPLIED AMOUNT	3	TERMS OF PAYMENT			
SA 7		\$90.88		\$0.00		NET 15 DAYS			
21	CURRENT NET AMOUNT	22	30 DAYS	60 DAYS	OVER 90 DAYS				
	\$90.88	\$0.00	\$0.00	\$0.00	\$0.00				
4	PAGE #	5	BILLING DATE	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	24	STATEMENT NUMBER
			12/31/2020		48211		48211		0000082826

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

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



9
8 - 2255

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



Mon, Dec 7, 2020
9:14:46AM

Legal Ad Invoice

The St. Augustine Record

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

Acct: 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: 0003324928-01

Caller: COURTNEY HOGGE

Paytype: BILL

Start: 12/07/2020

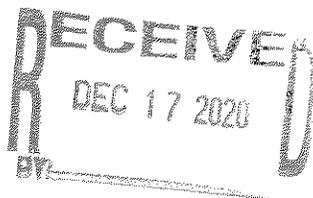
Issues: 1

Stop: 12/07/2020

Placement: SA Legals

Rep: Melissa Rhinehart

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



Legal Ad Invoice

The St. Augustine Record

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

Lines	89
Depth	7.50
Columns	1
Price	\$134.63

**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, December 16, 2020 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida, where the Board may consider any business that may properly come before it ("Meeting"). Alternatively, the Meeting may be conducted remotely, pursuant to Zoom communications media technology and/or by telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis, including any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2, Florida Statutes if such Executive Orders are still in effect. An electronic copy of the 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.

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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
000324928 December 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# 0003324928-01

PO#

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

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a NOTICE OF MEETING in the matter of BOS REG MTG 12/16/20 was published in said newspaper on 12/07/2020.

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

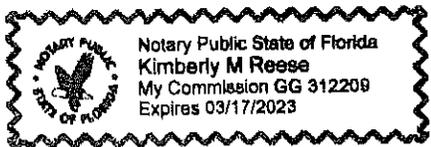
Sworn to (or affirmed) and subscribed before me by means of

physical presence or
 online notarization

this ___ day of 12/7/20

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

Kimberly M Reese
(Signature of Notary Public)



RIVERS EDGE 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
0003324928 December 7, 2020

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 Ongoing website maintenance for ADA and WCAG Compliance	1	400.00	400.00

1-310-51300-35200-6

Invoice for Quarter 4 ADA Audit.

BALANCE DUE

\$400.00

Please make check payable to VGlobalTech.

