

Rivers Edge III
Community Development District

November 16, 2022

AGENDA

**Rivers Edge III
Community Development District**

475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.RiversEdge3CDD.com

November 9, 2022

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 to be held on **Wednesday, November 16, 2022 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.**

Following is the revised agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Organizational Matters
 - A. Oath of Office for Newly Elected Supervisors
 - B. Consideration of Resolution 2023-02, Canvassing and Certifying the Results of the Landowners Election
 - C. Consideration of Resolution 2023-03, Designating Officers
- IV. Approval of Minutes of the October 19, 2022 Meeting
- V. Consideration of Resolution 2023-04, Amending the Fiscal Year 2022 General Fund Budget
- VI. Consideration of Resolution 2023-05, Approving a Conservation Easement for the St. Johns River Water Management District and Authorizing Staff and the Chairman to Review, Revise and Execute the Easement
- VII. Consideration of New Gym Equipment (Cost Share)
- VIII. Consideration of Acceptance of Landscape and Irrigation Maintenance for Whistling Straits (Cost Share)
- IX. Staff Reports
 - A. District Counsel

- B. District Engineer
- C. District Manager
- D. Operations & Maintenance – Pond Report
- E. Landscape Report

X. Other Business

XI. Financial Reports

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

XII. Supervisor Requests and Audience Comments

XIII. Next Scheduled Meetings – December 14, 2022 at 9:30 a.m. at the RiverTown Amenity Center

XIV. Adjournment

THIRD ORDER OF BUSINESS

B.

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Rivers Edge III Community Development District (hereinafter the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within St. Johns County, Florida; and

WHEREAS, pursuant to Section 190.006(2), *Florida Statutes*, a landowners’ meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners’ meeting was held on November 8, 2022, at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

Section 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

Jason Thomas	Votes	<u>795</u>
DJ Smith	Votes	<u>795</u>
Vacant	Votes	<u>0</u>

Section 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

Jason Thomas	4 Year Term	Seat 1
DJ Smith	4 Year Term	Seat 5
Vacant	2 Year Term	Seat 3

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 16TH DAY OF NOVEMBER, 2022.

Attest:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman

C.

RESOLUTION 2023-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
RIVERS EDGE III COMMUNITY DEVELOPMENT
DISTRICT DESIGNATING THE OFFICERS OF THE
DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Rivers Edge III Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the County of St. Johns, Florida; and

WHEREAS, the Board of Supervisors of the District desires to designate the Officers of the District.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Rivers Edge III Community Development District:

- SECTION 1.** _____ is appointed Chairman.
- SECTION 2.** _____ is appointed Vice Chairman.
- SECTION 3.** _____ is appointed Secretary and Treasurer.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Treasurer.
- _____ is appointed Assistant Treasurer.
- _____ is appointed Assistant Secretary.
- _____ is appointed Assistant Secretary.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 16TH DAY OF NOVEMBER, 2022.

ATTEST

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

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, October 19, 2022 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

DJ Smith	Chairman
Jason Thomas	Vice Chairman
Adam Davis	Supervisor
Amber King	Supervisor

Also present were:

Marilee Giles	District Manager
Jennifer Kilinski	District Counsel
Ryan Stilwell	District Engineer
Jason Davidson	Vesta
Johnathan Perry	Vesta
Clint Waugh	Vesta
Dan Fagen	Vesta
Erik Olsen	Vesta
Blake Dougherty	Yellowstone Landscape
Brad Poor	Yellowstone Landscape

The following is a summary of the discussions and actions taken at the October 19, 2022 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Giles called the meeting to order at 9:30 a.m.

SECOND ORDER OF BUSINESS

Public Comment

There being no members of the public present, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes

A. September 7, 2022 Special Joint Meeting

B. September 14, 2022 Board of Supervisors Meeting

Mr. Smith stated that his title is listed as Vice Chairman rather than Chairman in the joint meeting minutes.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor the minutes of the September 7, 2022 special joint meeting and September 14, 2022 Board of Supervisors meeting were approved as revised.

FOURTH ORDER OF BUSINESS

Ratification of Agreement with Yellowstone Landscape, Inc. for Landscape and Irrigation Maintenance Services

Ms. Giles noted the agreement was signed between meetings.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the agreement with Yellowstone Landscape, Inc for landscape and irrigation maintenance services was ratified.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-01, Authorizing Investment of Funds in the Local Government Surplus Funds Trust Fund

Ms. Giles informed the Board the local government surplus funds trust fund is intended to maximize earnings with competitive returns with minimization of risk on the District's funds. The funds would be transferred to the State Board of Administration and invested according to Florida Statute.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2023-01, authorizing investment of funds in the local government surplus funds trust fund was approved.

SIXTH ORDER OF BUSINESS

Acceptance of Audit Engagement Letter from Grau & Associates for Fiscal Year 2022

Ms. Giles noted the engagement letter for audit services from Grau & Associates for Fiscal Year 2022 documents and confirms the auditor's acceptance of the appointment, the objective and scope of the audit, the extent of the auditor's responsibilities to the client and the form of any reports.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the engagement letter from Grau & Associates for Fiscal Year 2022 was accepted.

SEVENTH ORDER OF BUSINESS**Consideration of Cost Share Items****A. Waterslide Repair**

Mr. Davidson informed the Board the check valve on the waterslide has broken off and lodged itself into the piping causing a restriction of water flow. He presented three quotes for the repair ranging from \$4,000 to \$4,650.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the proposal from Epic Pools totaling \$4,000 to repair the waterslide was approved.

B. RiverFront Park Septic System Repair

Mr. Davidson informed the Board the control panel for the septic tank at the RiverFront Park consistently goes into default mode due to damaged equipment causing the pump to backup into the drains. He presented two proposals to make the repair ranging from \$2,363 to \$3,080.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the proposal from Barney's Pumps, Inc. to repair the RiverFront Park septic tank at a total of \$2,363 was approved.

C. Reupholstering of Outdoor Cushions

Mr. Davidson presented two quotes to reupholster the outdoor cushions at the Riverclub ranging from \$1,715.82 to \$2,557.75.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the proposal from Vincent & Son Upholstery, LLC to reupholster cushions at a total of \$1,715.82 was approved.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. District Counsel**

There being nothing to report, the next item followed.

B. District Engineer

Mr. Stilwell informed the Board that he is continuing to work with the field operations staff and the pond maintenance contractor to make sure the outfall structures are clear.

C. District Manager

There being nothing to report, the next item followed.

D. Operations & Maintenance

1. Landscape Update

Mr. Davidson stated that his staff is working diligently with Yellowstone to ensure a smooth transition during the next 90 days.

2. Pond Report

A copy of Charles Aquatics' monthly pond service report was included in the agenda package.

Mr. Smith stated that every month the Board is seeing the same pictures with weeds extending into the pond and getting worse. He asked if there is a plan B since the current treatments don't appear to be working. Mr. Davidson stated that he has asked the aquatic maintenance contractor for an action plan for each of the ponds on what is occurring, why it's occurring and what, if anything, can be done in addition to the current treatments. He noted they must be very careful with what is being applied to the ponds and the timing of the treatments to avoid a fish kill.

E. Landscape - Report

A copy of Yellowstone's monthly landscape maintenance report was included in the agenda package. Mr. Poor provided an overview of the activity that has taken place since they began servicing the District.

NINTH ORDER OF BUSINESS

Financial Reports

A. Balance Sheet and Statement of Revenues and Expenditures

Copies of the financial statements as of September 30, 2022 were included in the agenda package for the Board's review.

B. Approval of Check Register

A copy of the check register totaling \$134,532.48 was included in the agenda package.

Mr. Thomas asked if the \$108,000 in excess revenue gets rolled over to use during the next year. Ms. Giles responded that it does.

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

C. Consideration of Funding Request No. 28

A copy of funding request 28 totaling \$36,661.67 was included in the agenda package.

Ms. Giles asked the Board if they were in agreeance with releasing the final payment to VerdeGo for the month of September. Mr. Smith asked for staff's input. Mr. Davidson stated that VerdeGo was very informative and readily accessible during the transition. He noted there are still some items that they could have completed prior to the meeting, but he would like to work with Yellowstone on identifying those items before releasing the full payment. Mr. Smith suggested releasing half of the amount due for September landscape maintenance until Mr. Davidson provides an update on the items in question.

On MOTION by Mr. Smith seconded by Mr. Davis with all in favor funding request number 28 was approved.

TENTH ORDER OF BUSINESS**Supervisor Requests and Audience Comments**

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Next Scheduled Meeting – Landowner's Election on November 8, 2022 at 2:00 p.m. at the offices of GMS and Regular Board of Supervisors Meeting on November 16, 2022 at 9:30 a.m. at the RiverTown Amenity Center

TWELFTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FIFTH ORDER OF BUSINESS

RESOLUTION 2023-04

WHEREAS, the Board of Supervisors, hereinafter referred to as the "Board", of the Rivers Edge III Community Development District, hereinafter referred to as "District", adopted General Fund Budget for fiscal year 2022, and

WHEREAS, the Board desires to reallocate funds budgeted to re-appropriate Revenues and Expenses approved during the Fiscal Year.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT TO THE FOLLOWING:

1. The General Fund Budget is hereby amended in accordance with Exhibit "A" attached.
2. This resolution shall become effective this 16th day of November 2022 and be reflected in the monthly and fiscal Year End 9/30/22 Financial Statements and Audit Report of the District

*Rivers Edge III
Community Development District*

by: _____
Chairman

Attest:

by: _____
Secretary

RIVERS EDGE III CDD
RESOLUTION 2023-04

EXHIBIT A

Rivers Edge III
Community Development District
FY2022 Budget Amendment
General Fund

Adopted FY22 Budget	Increase/ (Decrease)	Amended FY22 Budget	Actual 9/30/22
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Revenues

Developer Contrubutions	\$512,928	\$252,654	\$765,581	\$765,581
Assessments-Tax Roll	\$138,244	\$2,110	\$140,353	\$140,353
Miscellaneous Income/Interest	\$0	\$28	\$28	\$28
Total Revenues	\$651,172	\$254,791	\$905,963	\$905,963

Expenditures

Administrative

Engineering	\$1,875	\$7,625	\$9,500	\$7,542
Arbitrage	\$600	(\$600)	\$0	\$0
Dissemination Agent	\$3,500	\$0	\$3,500	\$3,358
Attorney	\$25,000	\$12,000	\$37,000	\$31,445
Trustee Fees	\$4,000	(\$2,000)	\$2,000	\$1,853
Management Fees	\$22,500	\$0	\$22,500	\$22,500
Annual Audit	\$4,500	\$1,000	\$5,500	\$5,500
Assessment Administration	\$5,000	\$0	\$5,000	\$5,000
Information Technology	\$1,800	(\$600)	\$1,200	\$1,200
Website Administration	\$1,200	\$450	\$1,650	\$1,650
Telephone	\$150	(\$35)	\$115	\$115
Postage	\$175	\$1	\$176	\$176
Printing & Binding	\$1,000	(\$176)	\$824	\$824
Insurance	\$5,500	(\$325)	\$5,175	\$5,175
Legal Advertising	\$1,500	(\$300)	\$1,200	\$901
Other Current Charges	\$500	\$100	\$600	\$581
Office Supplies	\$150	(\$118)	\$32	\$32
Dues, Licenses & Subscriptions	\$175	\$0	\$175	\$175
Website Administration/Compliance	\$1,963	(\$763)	\$1,200	\$1,200
Total Administrative	\$81,088	\$16,260	\$97,347	\$89,227

Grounds Maintenance

Landscape Maintenance	\$76,905	\$123,095	\$200,000	\$189,377
Lake Maintenance	\$2,200	\$4,808	\$7,008	\$7,008
Electric	\$4,590	\$2,910	\$7,500	\$6,767
Sewer/Water/Irrigation	\$12,500	\$1,000	\$13,500	\$11,673
Cost Share Landscaping- Rivers Edge	\$129,731	\$0	\$129,731	\$129,731
Repair & Replacements	\$0	\$5,000	\$5,000	\$895
Total Grounds Maintenance	\$225,926	\$136,813	\$362,739	\$345,451

Rivers Edge III
Community Development District
FY2022 Budget Amendment
General Fund

	Adopted FY22 Budget	Increase/ (Decrease)	Amended FY22 Budget	Actual 9/30/22
<u>Amenity Center - River House</u>				
Cost Share Amenity- Rivers Edge	\$261,848	\$0	\$261,848	\$261,748
Cost Share Amenity- Rivers Edge II	\$82,310	\$0	\$82,310	\$82,310
Total Amenity Center Expenses	\$344,158	\$0	\$344,158	\$344,058
Total Expenses	\$651,172	\$153,073	\$804,244	\$778,737
Excess Revenues (Expenditures)	\$0.00	\$101,719	\$101,719	\$127,226
NET CHANGE IN FUND BALANCE	\$0.00	\$101,719	\$101,719	\$127,226
Fund Balance - Beginning	\$0	\$0	\$0	\$11,092
Fund Balance - Ending	\$0	\$0	\$0	\$138,318

SIXTH ORDER OF BUSINESS

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT APPROVING A CONSERVATION EASEMENT FOR THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, REVISE, AND EXECUTE THE EASEMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge III Community Development District (the “**District**”) is a local unit of special-purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), for the purpose of, among other things, financing and managing the acquisition, construction, reconstruction, maintenance and operation of certain infrastructure improvements within and without the boundaries of the district; and

WHEREAS, the District has the authority pursuant to Section 190.012, Florida Statutes, to acquire interests in real property and improvements for, among other things, the purposes of operation and maintaining systems, facilities, and basic infrastructures within the District; and

WHEREAS, the District has the authority pursuant to Section 190.011(7)(a), Florida Statutes, to acquire and/or dispose of any interests in real property and dedications or platted reservations for purposes authorized by the Act, including the authorizing provided in Section 190.012, Florida Statutes; and

WHEREAS, pursuant to that certain Special Warranty Deed dated April 26, 2021 and recorded in Official Records Book 5254, Page 176, Public Records of St. Johns County Florida, certain real property was conveyed to the District (the “**Property**”); and

WHEREAS, the District desires to convey to the St. Johns River Water Management District (“**SJRWMD**”) a Conservation Easement over a portion of the Property; and

WHEREAS, subject to the terms set forth in this Resolution, the District desires to approve the inclusion of a portion of the Property in the Conservation Easement in favor of SJRWMD.

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

1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Resolution.

2. Approval of the Conservation Easement. The Conservation Easement is hereby approved in substantial form and authority is given to District staff and the Chairman to review, revise and execute the Easement.

3. 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 to be in full force and effect.

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

PASSED AND ADOPTED on this _____ day of _____, 2022.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

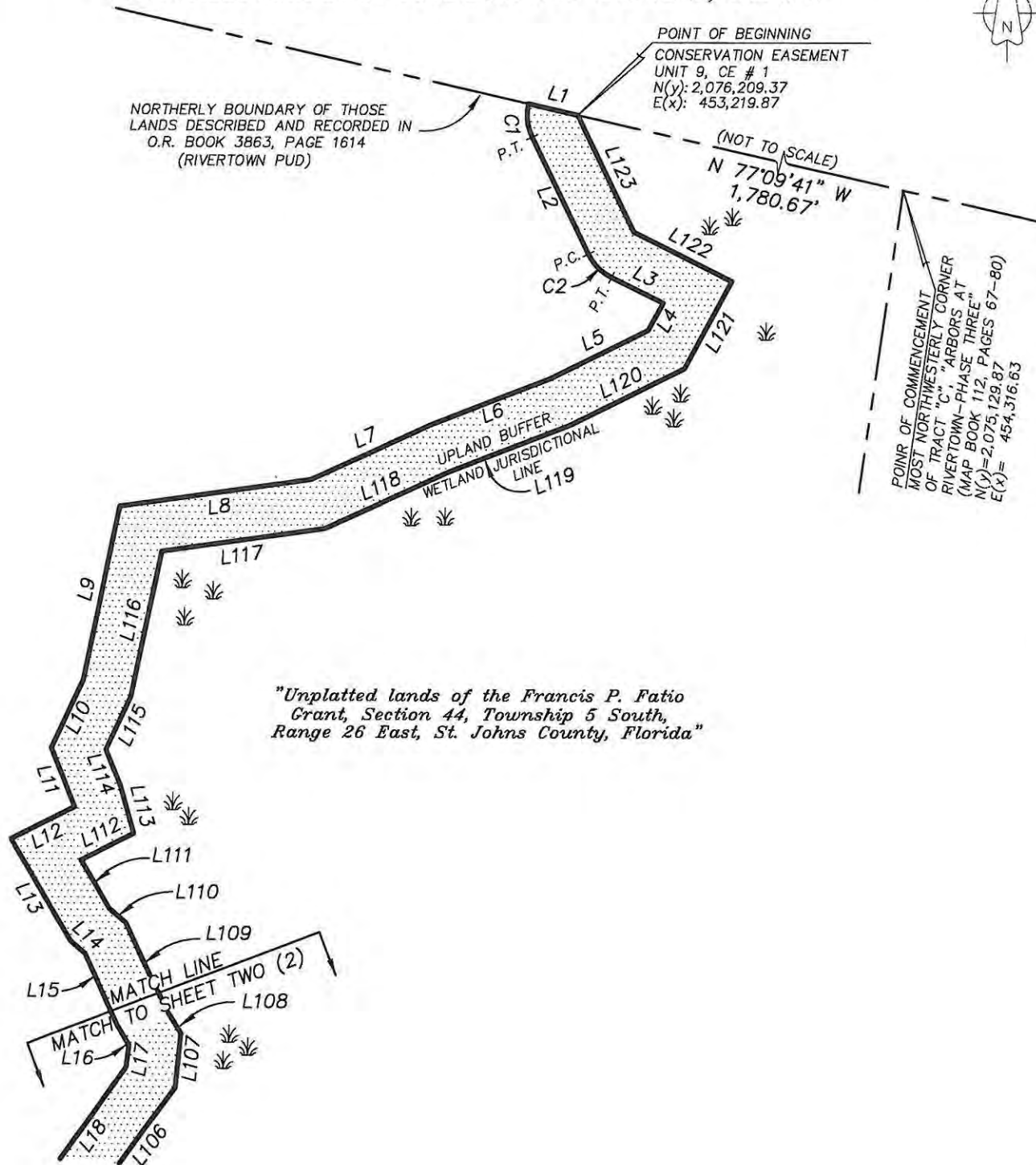
Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A Map of the Property
Exhibit B Conservation Easement

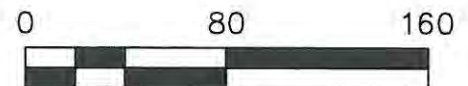
EXHIBIT A

MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 1



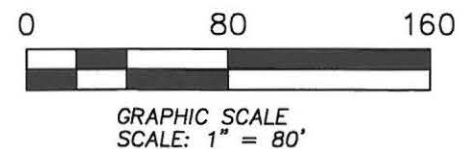
JOB No. 56152
MAP DATE: OCTOBER 11, 2022
CAD FILE: RIVERTOWN/CONSERVATION
EASEMENTS/UNIT 9/UNIT 9 CE 1.Dwg
SCALE: 1" = 80'

PREPARED BY
A & J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

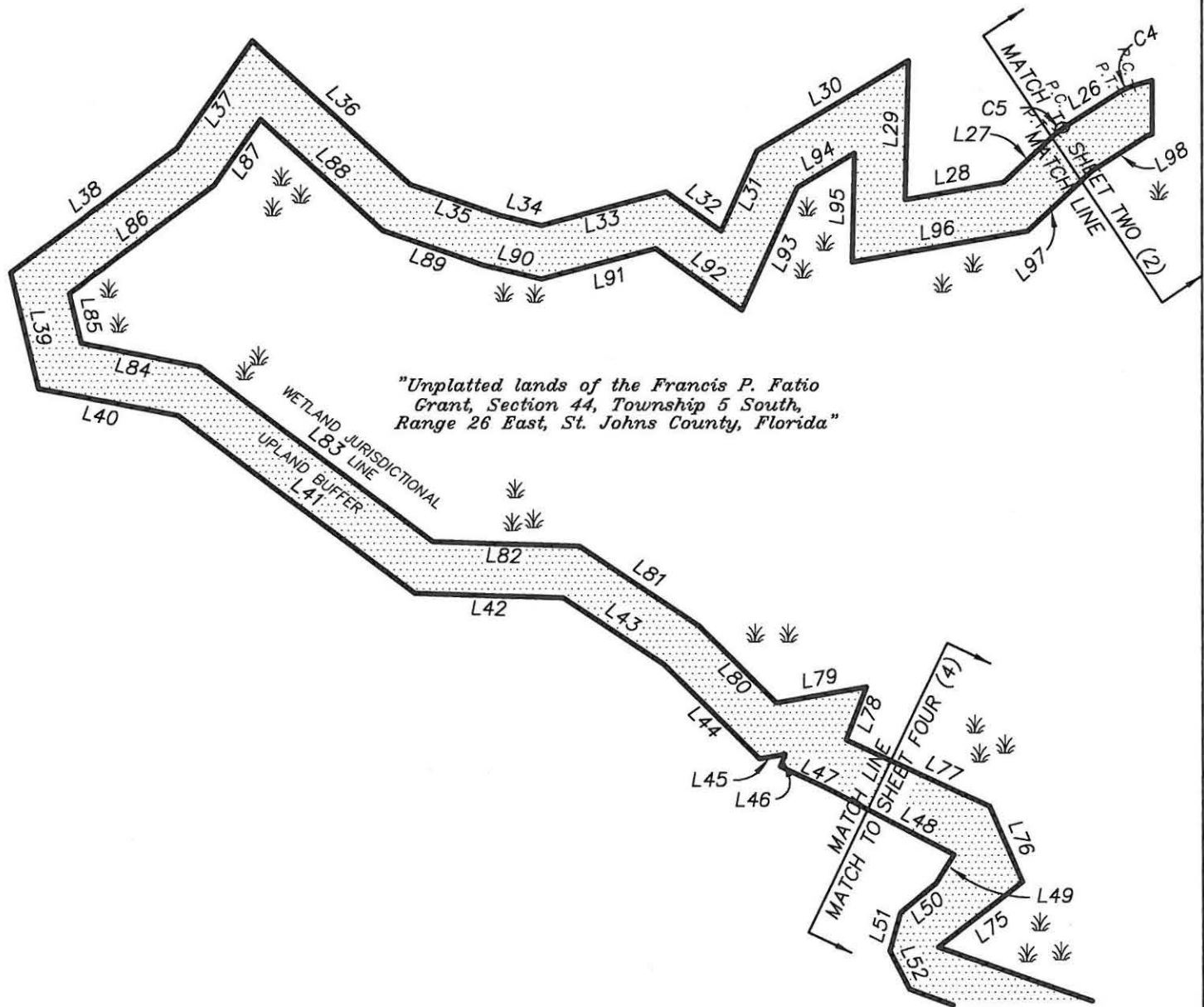
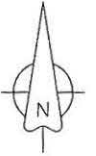


GRAPHIC SCALE
SCALE: 1" = 80'

JONATHAN B. BOWAN, STATE OF FLORIDA
REGISTERED LAND SURVEYOR
CERTIFICATE No. 4600

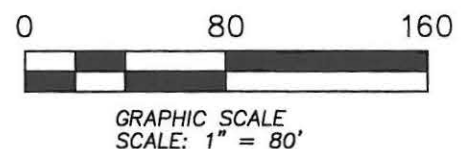


MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 1

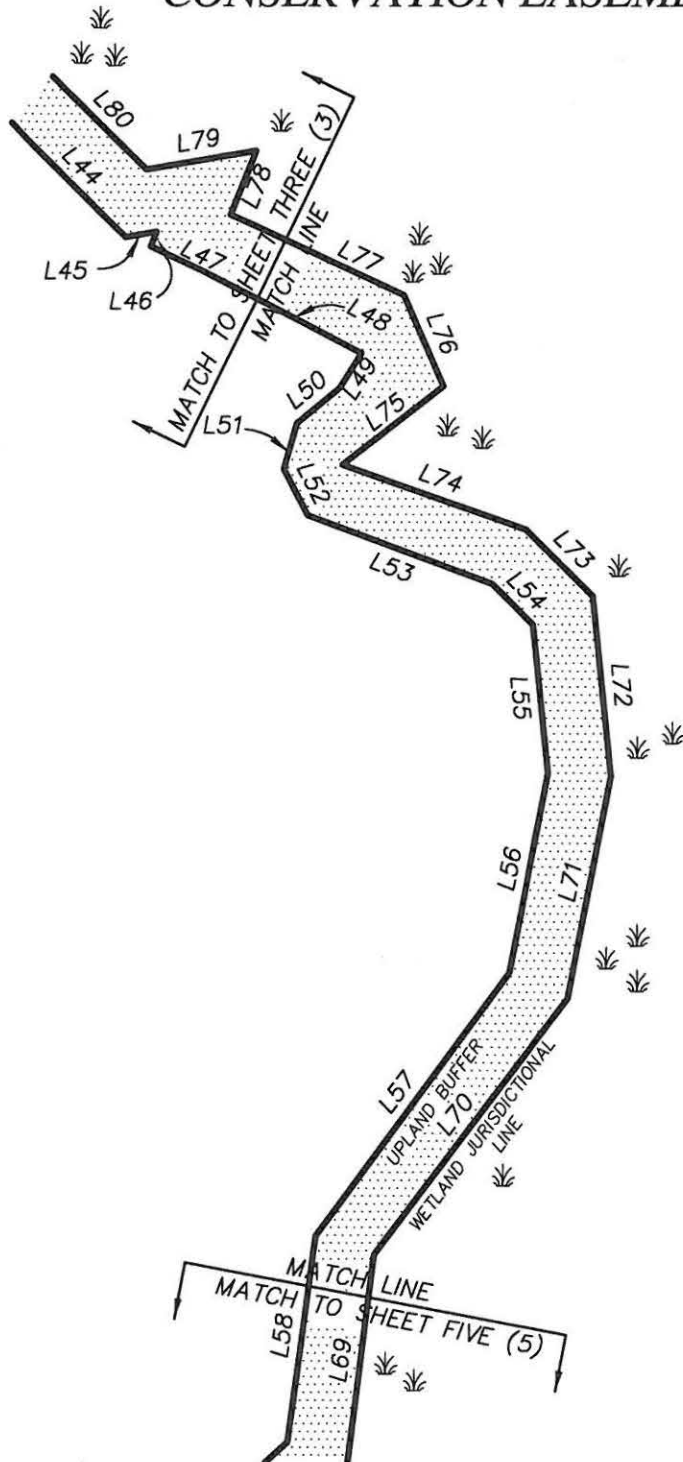
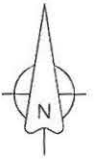


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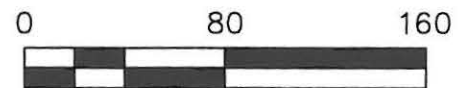
MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 1



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

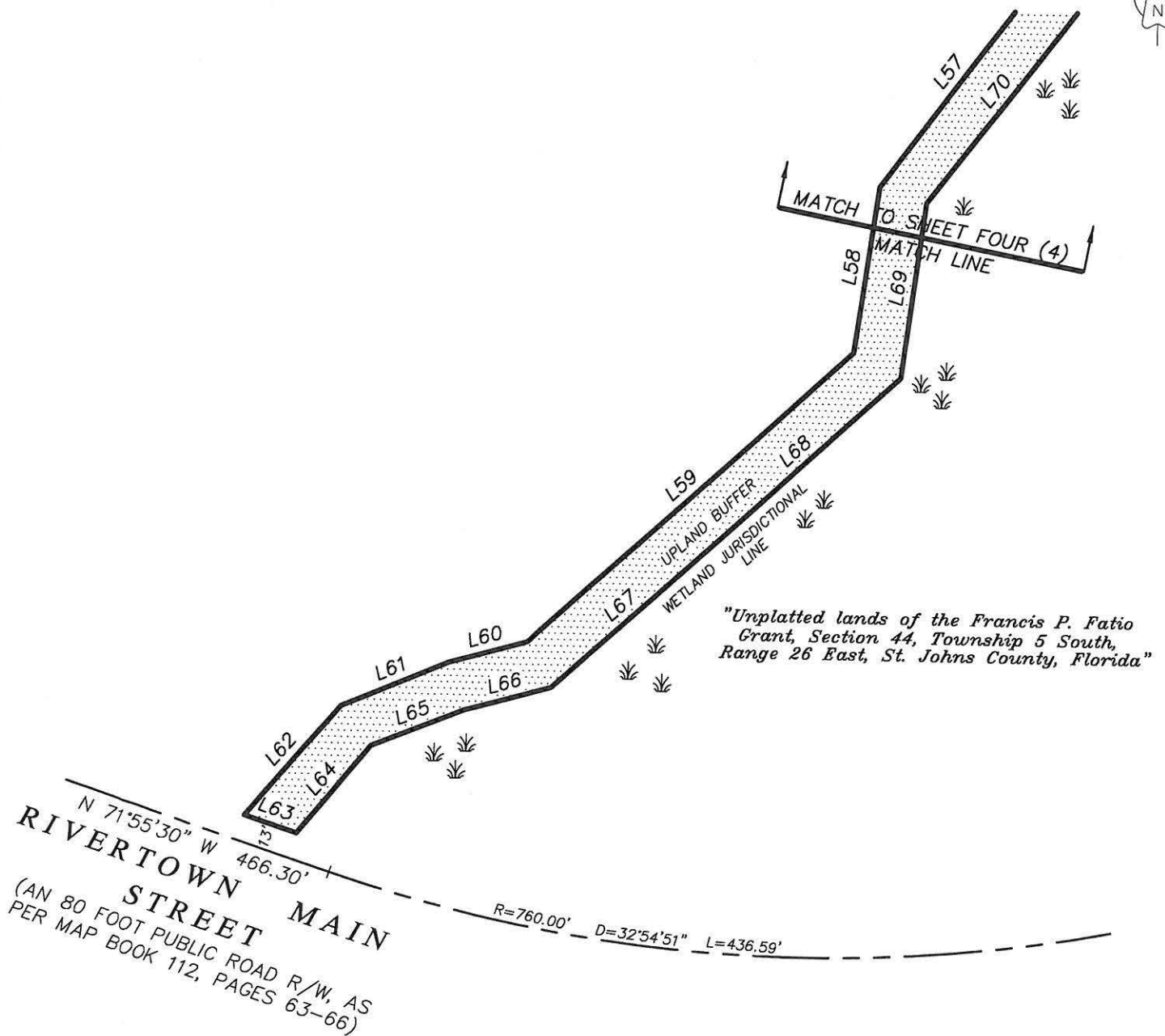
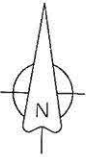
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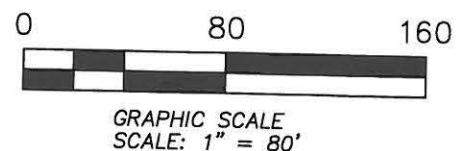
GRAPHIC SCALE
SCALE: 1" = 80'

MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 1



JOB No. 56152
 MAP DATE: OCTOBER 11, 2022
 CAD FILE: RIVERTOWN/CONSERVATION
 EASEMENTS/UNIT 9/UNIT 9 CE 1.Dwg
 SCALE: 1" = 80'

PREAPRED BY
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MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 1

LINE TABLE FOR THIS SKETCH

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 77°09'41" W	25.00'	L41	S 52°59'07" E	141.83'
L2	S 25°53'15" E	64.03'	L42	S 88°09'06" E	71.80'
L3	S 63°36'15" E	28.50'	L43	S 56°27'12" E	57.85'
L4	S 28°40'00" W	15.41'	L44	S 45°17'37" E	64.58'
L5	S 63°29'13" W	53.80'	L45	N 79°59'14" E	12.48'
L6	S 68°48'35" W	63.71'	L46	S 21°10'20" W	6.28'
L7	S 65°20'30" W	65.24'	L47	S 64°51'19" E	23.59'
L8	S 81°50'09" W	94.89'	L48	S 62°31'57" E	70.09'
L9	S 11°47'28" W	88.13'	L49	S 32°07'45" W	16.28'
L10	S 24°59'13" W	37.00'	L50	S 50°41'57" W	22.17'
L11	S 21°33'31" E	31.31'	L51	S 15°48'19" W	18.98'
L12	S 63°11'16" W	35.41'	L52	S 27°29'49" E	20.72'
L13	S 30°29'32" E	58.51'	L53	S 69°36'11" E	78.76'
L14	S 48°59'55" E	9.48'	L54	S 45°00'52" E	23.03'
L15	S 24°32'25" E	38.92'	L55	S 05°46'33" E	59.59'
L16	S 30°43'09" E	11.39'	L56	S 10°59'59" W	81.10'
L17	S 07°17'45" W	10.98'	L57	S 36°21'46" W	130.33'
L18	S 35°45'47" W	73.24'	L58	S 07°50'00" W	82.77'
L19	S 03°07'27" E	23.57'	L59	S 47°21'54" W	215.21'
L20	S 30°27'37" W	60.66'	L60	S 74°29'46" W	40.42'
L21	S 59°20'51" W	51.47'	L61	S 66°43'41" W	57.02'
L22	S 55°21'37" W	43.19'	L62	S 40°08'36" W	71.82'
L23	N 84°56'32" W	46.15'	L63	S 71°55'30" E	27.13'
L24	N 45°44'35" W	109.71'	L64	N 38°46'07" E	56.36'
L25	S 74°31'02" W	142.05'	L65	N 67°59'09" E	49.27'
L26	S 57°48'05" W	31.35'	L66	N 74°38'16" E	44.70'
L27	S 46°45'30" W	34.83'	L67	N 47°22'06" E	104.25'
L28	S 80°03'25" W	47.67'	L68	N 47°21'59" E	126.12'
L29	N 01°16'02" E	66.77'	L69	N 07°16'05" E	87.36'
L30	S 59°24'26" W	84.96'	L70	N 37°09'04" E	128.01'
L31	S 24°17'51" W	42.21'	L71	N 10°59'44" E	90.59'
L32	N 54°22'24" W	32.13'	L72	N 05°46'25" W	72.17'
L33	S 75°01'09" W	62.14'	L73	N 45°00'46" W	37.61'
L34	N 76°20'27" W	20.73'	L74	N 70°38'05" W	77.83'
L35	N 71°09'10" W	45.74'	L75	N 52°16'44" E	51.06'
L36	N 47°30'15" W	102.07'	L76	N 23°34'46" W	39.63'
L37	S 35°13'42" W	63.21'	L77	N 65°09'48" W	76.01'
L38	S 53°22'30" W	99.95'	L78	N 21°10'25" E	27.31'
L39	S 13°18'59" E	57.41'	L79	S 79°59'23" W	43.90'
L40	S 79°16'25" E	68.88'	L80	N 45°17'18" W	52.60'

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MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 1

LINE TABLE FOR THIS SKETCH

LINE	BEARING	DISTANCE
L81	N 56°12'33" W	68.83'
L82	N 88°09'05" W	70.96'
L83	N 52°58'54" W	139.73'
L84	N 79°02'19" W	58.60'
L85	N 13°18'50" W	24.47'
L86	N 53°22'37" E	87.49'
L87	N 35°13'54" E	38.81'
L88	S 47°30'08" E	78.91'
L89	S 70°58'01" E	50.37'
L90	S 76°20'41" E	29.98'
L91	N 75°01'22" E	56.69'
L92	S 54°22'21" E	50.81'
L93	N 24°18'02" E	64.80'
L94	N 59°24'36" E	32.08'
L95	S 01°16'12" W	52.23'
L96	N 80°03'35" E	85.58'
L97	N 46°45'41" E	42.30'
L98	N 57°48'14" E	31.34'
L99	N 74°21'38" E	126.96'
L100	S 45°56'35" E	104.82'
L101	S 84°56'21" E	64.18'
L102	N 55°21'46" E	52.21'
L103	N 59°25'12" E	56.15'
L104	N 30°27'46" E	74.66'
L105	N 03°07'17" W	31.12'
L106	N 36°12'08" E	79.28'
L107	N 06°02'46" E	26.97'
L108	N 31°41'44" W	13.95'
L109	N 24°58'08" W	47.16'
L110	N 49°00'03" W	10.83'
L111	N 30°30'17" W	27.77'
L112	N 63°11'23" E	29.24'
L113	N 15°27'28" W	24.45'
L114	N 22°05'26" W	19.36'
L115	N 24°59'31" E	29.00'
L116	N 11°47'35" E	73.56'
L117	N 81°53'35" E	80.93'
L118	N 65°18'12" E	67.39'
L119	N 68°48'45" E	64.87'
L120	N 63°29'23" E	62.80'
L121	N 28°40'09" E	49.26'
L122	N 63°36'13" W	54.51'
L123	N 25°39'21" W	63.99'

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY BOUNDARY AS MONUMENTED, AS BEING NORTH 77°09'41" WEST, AND VARIOUS PLATS LYING INSIDE THE RIVERTOWN DEVELOPMENT, PREPARED BY THIS FIRM, AND ARE BASED ON THE US 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).

2) THIS MAP SHOWING SKETCH IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE ENTITIES LISTED ON THIS MAP SHOWING SKETCH AND ONLY FOR THIS PARTICULAR TRANSACTION AND SCOPE OF WORK. ANY USE OF THIS MAP SHOWING SKETCH WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE SURVEYOR AND/OR FIRM IS STRICTLY PROHIBITED. USE OF THIS MAP SHOWING SKETCH IN ANY SUBSEQUENT TRANSACTIONS 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 MAP SHOWING SKETCH SHOULD RELY UPON THIS SURVEY FOR ANY PURPOSE.

3) UNLESS A TITLE COMMITMENT IS REFERENCED GRAPHICALLY ON THE FACE OF THIS SURVEY, THERE MAY BE ADDITIONAL COVENANTS AND RESTRICTIONS, EASEMENTS OF RECORD, BUILDING RESTRICTION LINE RESTRICTIONS, AND OTHER MATTERS, EVIDENCED BY TITLE EXAMINATION BY A TITLE COMPANY, THAT HAVE NOT BEEN SHOWN HEREON. THESE ITEMS ARE NOT REQUIRED BY A STATE OF FLORIDA MINIMUM TECHNICAL STANDARDS SURVEY, AS OUTLINED IN THE STATE OF FLORIDA, ADMINISTRATIVE CODE, 5J-17.051.

4) THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY, AS PER THE CURRENT FLORIDA STATUTES, REGARDING THE STATE OF FLORIDA, MINIMUM TECHNICAL STANDARDS. 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.

5) THIS FIRM UTILIZED A CAD FILE PROVIDED TO THIS FIRM BY THE ENVIRONMENTAL CONSULTANT, ENVIRONMENTAL SERVICES, INC. (ESI), AND CORRECTED IT VERSUS EXISTING PLATS AND/OR RECORDED CONSERVATION EASEMENTS. FOR INQUIRIES OR QUESTIONS REGARDING THIS CONSERVATION EASEMENT, PLEASE CONTACT THE ENVIRONMENTAL CONSULTANT.

CURVE TABLE FOR THIS SKETCH

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	38°43'55"	16.90'	S 06°31'17" E	16.58'
C2	25.00'	37°43'01"	16.46'	S 44°44'45" E	16.16'
C3	25.00'	38°53'14"	16.97'	S 16°19'10" W	16.64'
C4	25.00'	16°42'57"	7.29'	S 66°09'33" W	7.27'
C5	25.00'	11°02'35"	4.82'	S 52°16'47" W	4.81'

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Jon Bowan, PLS Jeff Ward, PLS

SHEET EIGHT (8) OF FOURTEEN (14) SHEETS

RIVERTOWN DEVELOPMENT

CONSERVATION EASEMENT

UNIT 9, CONSERVATION EASEMENT # 1

A CONSERVATION EASEMENT OVER A PORTION OF THE "RIVERTOWN DEVELOPMENT", AND BEING A PORTION OF THE "FRANCIS P. FATIO" GRANT, IN SECTION 44, TOWNSHIP 5 SOUTH, RANGER 26 EAST, ST. JOHNS COUNTY, FLORIDA, SAID CONSERVATION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHWESTERLY CORNER OF TRACT "C", AS SHOWN ON THE PLAT OF "ARBORS AT RIVERTOWN-PHASE THREE", AS RECORDED IN MAP BOOK 112, PAGES 67 THROUGH 80 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE NORTH 77°09'41" WEST, ALONG THE NORTHERLY BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1,780.67 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE, THE FOLLOWING ONE HUNDRED AND TWENTY-EIGHT (128) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, NORTH 77°09'41" WEST, CONTINUING ALONG THE AFORESAID NORTHERLY BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 25.00 FEET, TO A POINT, ON THE ARC OF A CURVE LEADING SOUTHERLY;

COURSE No. 2: RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 38°43'55" TO THE LEFT, AN ARC DISTANCE OF 16.90 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°31'17" EAST, 16.58 FEET;

COURSE No. 3: RUN THENCE, SOUTH 25°53'15" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 64.03 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 4: RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 37°43'01" TO THE

SHEET NINE (9) OF FOURTEEN (14) SHEETS

LEFT, AN ARC DISTANCE OF 16.46 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°44'45" EAST, 16.16 FEET;

COURSE No. 5: RUN THENCE, SOUTH 63°36'15" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 28.50 FEET, TO A POINT;

COURSE No. 6: RUN THENCE, SOUTH 28°40'00" WEST, A DISTANCE OF 15.41 FEET, TO A POINT;

COURSE No. 7: RUN THENCE, SOUTH 63°29'13" WEST, A DISTANCE OF 53.80 FEET, TO A POINT;

COURSE No. 8: RUN THENCE, SOUTH 68°48'35" WEST, A DISTANCE OF 63.71 FEET, TO A POINT;

COURSE No. 9: RUN THENCE, SOUTH 65°20'30" WEST, A DISTANCE OF 65.24 FEET, TO A POINT;

COURSE No. 10: RUN THENCE, SOUTH 81°50'09" WEST, A DISTANCE OF 94.89 FEET, TO A POINT;

COURSE No. 11: RUN THENCE, SOUTH 11°47'28" WEST, A DISTANCE OF 88.13 FEET, TO A POINT;

COURSE No. 12: RUN THENCE, SOUTH 24°59'13" WEST, A DISTANCE OF 37.00 FEET, TO A POINT;

COURSE No. 13: RUN THENCE, SOUTH 21°33'31" EAST, A DISTANCE OF 31.31 FEET, TO A POINT;

COURSE No. 14: RUN THENCE, SOUTH 63°11'16" WEST, A DISTANCE OF 35.41 FEET, TO A POINT;

COURSE No. 15: RUN THENCE, SOUTH 30°29'32" EAST, A DISTANCE OF 58.51 FEET, TO A POINT;

COURSE No. 16: RUN THENCE, SOUTH 48°59'55" EAST, A DISTANCE OF 9.48 FEET, TO A POINT;

COURSE No. 17: RUN THENCE, SOUTH 24°32'25" EAST, A DISTANCE OF 38.92 FEET, TO A POINT;

COURSE No. 18: RUN THENCE, SOUTH 30°43'09" EAST, A DISTANCE OF 11.39 FEET, TO A POINT;

COURSE No. 19: RUN THENCE, SOUTH 07°17'45" WEST, A DISTANCE OF 10.98 FEET, TO A POINT;

COURSE No. 20: RUN THENCE, SOUTH 35°45'47" WEST, A DISTANCE OF 73.24 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHERLY;

COURSE No. 21: RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 25.00', THROUGH A CENTRAL ANGLE OF 38°53'14" TO THE LEFT, AN ARC DISTANCE OF 16.97 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 16°19'10" WEST, 16.64 FEET;

COURSE No. 22: RUN THENCE, SOUTH 03°07'27" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 23.57 FEET, TO A POINT;

COURSE No. 23: RUN THENCE, SOUTH 30°27'37" WEST, A DISTANCE OF 60.66 FEET, TO A POINT;

COURSE No. 24: RUN THENCE, SOUTH 59°20'51" WEST, A DISTANCE OF 51.47 FEET, TO A POINT;

COURSE No. 25: RUN THENCE, SOUTH 55°21'37" WEST, A DISTANCE OF 43.19 FEET, TO A POINT;

COURSE No. 26: RUN THENCE, NORTH 84°56'32" WEST, A DISTANCE OF 46.15 FEET, TO A POINT;

SHEET TEN (10) OF FOURTEEN (14) SHEETS

COURSE No. 27: RUN THENCE, NORTH 45°44'35" WEST, A DISTANCE OF 109.71 FEET, TO A POINT;

COURSE No. 28: RUN THENCE, SOUTH 74°31'02" WEST, A DISTANCE OF 142.05 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY;

COURSE No. 29: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 16°42'57" TO THE LEFT, AN ARC DISTANCE OF 7.29 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°09'33" WEST, 7.27 FEET;

COURSE No. 30: RUN THENCE, SOUTH 57°48'05" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 31.35 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY;

COURSE No. 31: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 11°02'35" TO THE LEFT, AN ARC DISTANCE OF 4.82 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°16'47" WEST, 4.81 FEET;

COURSE No. 32: RUN THENCE, SOUTH 46°45'30" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 34.83 FEET, TO A POINT;

COURSE No. 33: RUN THENCE, SOUTH 80°03'25" WEST, A DISTANCE OF 47.67 FEET, TO A POINT;

COURSE No. 34: RUN THENCE, NORTH 01°16'02" EAST, A DISTANCE OF 66.77 FEET, TO A POINT;

COURSE No. 35: RUN THENCE, SOUTH 59°24'26" WEST, A DISTANCE OF 84.96 FEET, TO A POINT;

COURSE No. 36: RUN THENCE, SOUTH 24°17'51" WEST, A DISTANCE OF 42.21 FEET, TO A POINT;

COURSE No. 37: RUN THENCE, NORTH 54°22'24" WEST, A DISTANCE OF 32.13 FEET, TO A POINT;

COURSE No. 38: RUN THENCE, SOUTH 75°01'09" WEST, A DISTANCE OF 62.14 FEET, TO A POINT;

COURSE No. 39: RUN THENCE, NORTH 76°20'27" WEST, A DISTANCE OF 20.73 FEET, TO A POINT;

COURSE No. 40: RUN THENCE, NORTH 71°09'10" WEST, A DISTANCE OF 45.74 FEET, TO A POINT;

COURSE No. 41: RUN THENCE, NORTH 47°30'15" WEST, A DISTANCE OF 102.07 FEET, TO A POINT;

COURSE No. 42: RUN THENCE, SOUTH 35°13'42" WEST, A DISTANCE OF 63.21 FEET, TO A POINT;

COURSE No. 43: RUN THENCE, SOUTH 53°22'30" WEST, A DISTANCE OF 99.95 FEET, TO A POINT;

COURSE No. 44: RUN THENCE, SOUTH 13°18'59" EAST, A DISTANCE OF 57.41 FEET, TO A POINT;

COURSE No. 45: RUN THENCE, SOUTH 79°16'25" EAST, A DISTANCE OF 68.88 FEET, TO A POINT;

COURSE No. 46: RUN THENCE, SOUTH 52°59'07" EAST, A DISTANCE OF 141.83 FEET, TO A POINT;

SHEET ELEVEN (11) OF FOURTEEN (14) SHEETS

COURSE No. 47: RUN THENCE, SOUTH 88°09'06" EAST, A DISTANCE OF 71.80 FEET, TO A POINT;
COURSE No. 48: RUN THENCE, SOUTH 56°27'12" EAST, A DISTANCE OF 57.85 FEET, TO A POINT;
COURSE No. 49: RUN THENCE, SOUTH 45°17'37" EAST, A DISTANCE OF 64.58 FEET, TO A POINT;
COURSE No. 50: RUN THENCE, NORTH 79°59'14" EAST, A DISTANCE OF 12.48 FEET, TO A POINT;
COURSE No. 51: RUN THENCE, SOUTH 21°10'20" WEST, A DISTANCE OF 6.28 FEET, TO A POINT;
COURSE No. 52: RUN THENCE, SOUTH 64°51'19" EAST, A DISTANCE OF 23.59 FEET, TO A POINT;
COURSE No. 53: RUN THENCE, SOUTH 62°31'57" EAST, A DISTANCE OF 70.09 FEET, TO A POINT;
COURSE No. 54: RUN THENCE, SOUTH 32°07'45" WEST, A DISTANCE OF 16.28 FEET, TO A POINT;
COURSE No. 55: RUN THENCE, SOUTH 50°41'57" WEST, A DISTANCE OF 22.17 FEET, TO A POINT;
COURSE No. 56: RUN THENCE, SOUTH 15°48'19" WEST, A DISTANCE OF 18.98 FEET, TO A POINT;
COURSE No. 57: RUN THENCE, SOUTH 27°29'49" EAST, A DISTANCE OF 20.72 FEET, TO A POINT;
COURSE No. 58: RUN THENCE, SOUTH 69°36'11" EAST, A DISTANCE OF 78.76 FEET, TO A POINT;
COURSE No. 59: RUN THENCE, SOUTH 45°00'52" EAST, A DISTANCE OF 23.03 FEET, TO A POINT;
COURSE No. 60: RUN THENCE, SOUTH 05°46'33" EAST, A DISTANCE OF 59.59 FEET, TO A POINT;
COURSE No. 61: RUN THENCE, SOUTH 10°59'59" WEST, A DISTANCE OF 81.10 FEET, TO A POINT;
COURSE No. 62: RUN THENCE, SOUTH 36°21'46" WEST, A DISTANCE OF 130.33 FEET, TO A POINT;
COURSE No. 63: RUN THENCE, SOUTH 07°50'00" WEST, A DISTANCE OF 82.77 FEET, TO A POINT;
COURSE No. 64: RUN THENCE, SOUTH 47°21'54" WEST, A DISTANCE OF 215.21 FEET, TO A POINT;
COURSE No. 65: RUN THENCE, SOUTH 74°29'46" WEST, A DISTANCE OF 40.42 FEET, TO A POINT;
COURSE No. 66: RUN THENCE, SOUTH 66°43'41" WEST, A DISTANCE OF 57.02 FEET, TO A POINT;
COURSE No. 67: RUN THENCE, SOUTH 40°08'36" WEST, A DISTANCE OF 71.82 FEET, TO A POINT;
COURSE No. 68: RUN THENCE, SOUTH 71°55'30" EAST, A DISTANCE OF 27.13 FEET, TO A POINT;
COURSE No. 69: RUN THENCE, NORTH 38°46'07" EAST, A DISTANCE OF 56.36 FEET, TO A POINT;
COURSE No. 70: RUN THENCE, NORTH 67°59'09" EAST, A DISTANCE OF 49.27 FEET, TO A POINT;
COURSE No. 71: RUN THENCE, NORTH 74°38'16" EAST, A DISTANCE OF 44.70 FEET, TO A POINT;
COURSE No. 72: RUN THENCE, NORTH 47°22'06" EAST, A DISTANCE OF 104.25 FEET, TO A POINT;
COURSE No. 73: RUN THENCE, NORTH 47°21'59" EAST, A DISTANCE OF 126.12 FEET, TO A POINT;
COURSE No. 74: RUN THENCE, NORTH 07°16'05" EAST, A DISTANCE OF 87.36 FEET, TO A POINT;

SHEET TWELVE (12) OF FOURTEEN (14) SHEETS

COURSE No. 75: RUN THENCE, NORTH 37°09'04" EAST, A DISTANCE OF 128.01 FEET, TO A POINT;
COURSE No. 76: RUN THENCE, NORTH 10°59'44" EAST, A DISTANCE OF 90.59 FEET, TO A POINT;
COURSE No. 77: RUN THENCE, NORTH 05°46'25" WEST, A DISTANCE OF 72.17 FEET, TO A POINT;
COURSE No. 78: RUN THENCE, NORTH 45°00'46" WEST, A DISTANCE OF 37.61 FEET, TO A POINT;
COURSE No. 79: RUN THENCE, NORTH 70°38'05" WEST, A DISTANCE OF 77.83 FEET, TO A POINT;
COURSE No. 80: RUN THENCE, NORTH 52°16'44" EAST, A DISTANCE OF 51.06 FEET, TO A POINT;
COURSE No. 81: RUN THENCE, NORTH 23°34'46" WEST, A DISTANCE OF 39.63 FEET, TO A POINT;
COURSE No. 82: RUN THENCE, NORTH 65°09'48" WEST, A DISTANCE OF 76.01 FEET, TO A POINT;
COURSE No. 83: RUN THENCE, NORTH 21°10'25" EAST, A DISTANCE OF 27.31 FEET, TO A POINT;
COURSE No. 84: RUN THENCE, SOUTH 79°59'23" WEST, A DISTANCE OF 43.90 FEET, TO A POINT;
COURSE No. 85: RUN THENCE, NORTH 45°17'18" WEST, A DISTANCE OF 52.60 FEET, TO A POINT;
COURSE No. 86: RUN THENCE, NORTH 56°12'33" WEST, A DISTANCE OF 68.83 FEET, TO A POINT;
COURSE No. 87: RUN THENCE, NORTH 88°09'05" WEST, A DISTANCE OF 70.96 FEET, TO A POINT;
COURSE No. 88: RUN THENCE, NORTH 52°58'54" WEST, A DISTANCE OF 139.73 FEET, TO A POINT;
COURSE No. 89: RUN THENCE, NORTH 79°02'19" WEST, A DISTANCE OF 58.60 FEET, TO A POINT;
COURSE No. 90: RUN THENCE, NORTH 13°18'50" WEST, A DISTANCE OF 24.47 FEET, TO A POINT;
COURSE No. 91: RUN THENCE, NORTH 53°22'37" EAST, A DISTANCE OF 87.49 FEET, TO A POINT;
COURSE No. 92: RUN THENCE, NORTH 35°13'54" EAST, A DISTANCE OF 38.81 FEET, TO A POINT;
COURSE No. 93: RUN THENCE, SOUTH 47°30'08" EAST, A DISTANCE OF 78.91 FEET, TO A POINT;
COURSE No. 94: RUN THENCE, SOUTH 70°58'01" EAST, A DISTANCE OF 50.37 FEET, TO A POINT;
COURSE No. 95: RUN THENCE, SOUTH 76°20'41" EAST, A DISTANCE OF 29.98 FEET, TO A POINT;
COURSE No. 96: RUN THENCE, NORTH 75°01'22" EAST, A DISTANCE OF 56.69 FEET, TO A POINT;
COURSE No. 97: RUN THENCE, SOUTH 54°22'21" EAST, A DISTANCE OF 50.81 FEET, TO A POINT;
COURSE No. 98: RUN THENCE, NORTH 24°18'02" EAST, A DISTANCE OF 64.80 FEET, TO A POINT;
COURSE No. 99: RUN THENCE, NORTH 59°24'36" EAST, A DISTANCE OF 32.08 FEET, TO A POINT;
COURSE No. 100: RUN THENCE, SOUTH 01°16'12" WEST, A DISTANCE OF 52.23 FEET, TO A POINT;
COURSE No. 101: RUN THENCE, NORTH 80°03'35" EAST, A DISTANCE OF 85.58 FEET, TO A POINT;

SHEET THIRTEEN (13) OF FOURTEEN (14) SHEETS

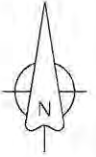
COURSE No. 102: RUN THENCE, NORTH 46°45'41" EAST, A DISTANCE OF 42.30 FEET, TO A POINT;
COURSE No. 103: RUN THENCE, NORTH 57°48'14" EAST, A DISTANCE OF 31.34 FEET, TO A POINT;
COURSE No. 104: RUN THENCE, NORTH 74°21'38" EAST, A DISTANCE OF 126.96 FEET, TO A POINT;
COURSE No. 105: RUN THENCE, SOUTH 45°56'35" EAST, A DISTANCE OF 104.82 FEET, TO A POINT;
COURSE No. 106: RUN THENCE, SOUTH 84°56'21" EAST, A DISTANCE OF 64.18 FEET, TO A POINT;
COURSE No. 107: RUN THENCE, NORTH 55°21'46" EAST, A DISTANCE OF 52.21 FEET, TO A POINT;
COURSE No. 108: RUN THENCE, NORTH 59°25'12" EAST, A DISTANCE OF 56.15 FEET, TO A POINT;
COURSE No. 109: RUN THENCE, NORTH 30°27'46" EAST, A DISTANCE OF 74.66 FEET, TO A POINT;
COURSE No. 110: RUN THENCE, NORTH 03°07'17" WEST, A DISTANCE OF 31.12 FEET, TO A POINT;
COURSE No. 111: RUN THENCE, NORTH 36°12'08" EAST, A DISTANCE OF 79.28 FEET, TO A POINT;
COURSE No. 112: RUN THENCE, NORTH 06°02'46" EAST, A DISTANCE OF 26.97 FEET, TO A POINT;
COURSE No. 113: RUN THENCE, NORTH 31°41'44" WEST, A DISTANCE OF 13.95 FEET, TO A POINT;
COURSE No. 114: RUN THENCE, NORTH 24°58'08" WEST, A DISTANCE OF 47.16 FEET, TO A POINT;
COURSE No. 115: RUN THENCE, NORTH 49°00'03" WEST, A DISTANCE OF 10.83 FEET, TO A POINT;
COURSE No. 116: RUN THENCE, NORTH 30°30'17" WEST, A DISTANCE OF 27.77 FEET, TO A POINT;
COURSE No. 117: RUN THENCE, NORTH 63°11'23" EAST, A DISTANCE OF 29.24 FEET, TO A POINT;
COURSE No. 118: RUN THENCE, NORTH 15°27'28" WEST, A DISTANCE OF 24.45 FEET, TO A POINT;
COURSE No. 119: RUN THENCE, NORTH 22°05'26" WEST, A DISTANCE OF 19.36 FEET, TO A POINT;
COURSE No. 120: RUN THENCE, NORTH 24°59'31" EAST, A DISTANCE OF 29.00 FEET, TO A POINT;
COURSE No. 121: RUN THENCE, NORTH 11°47'35" EAST, A DISTANCE OF 73.56 FEET, TO A POINT;
COURSE No. 122: RUN THENCE, NORTH 81°53'35" EAST, A DISTANCE OF 80.93 FEET, TO A POINT;
COURSE No. 123: RUN THENCE, NORTH 65°18'12" EAST, A DISTANCE OF 67.39 FEET, TO A POINT;
COURSE No. 124: RUN THENCE, NORTH 68°48'45" EAST, A DISTANCE OF 64.87 FEET, TO A POINT;
COURSE No. 125: RUN THENCE, NORTH 63°29'23" EAST, A DISTANCE OF 62.80 FEET, TO A POINT;
COURSE No. 126: RUN THENCE, NORTH 28°40'09" EAST, A DISTANCE OF 49.26 FEET, TO A POINT;
COURSE No. 127: RUN THENCE, NORTH 63°36'13" WEST, A DISTANCE OF 54.51 FEET, TO A POINT;
COURSE No. 128: RUN THENCE, NORTH 25°39'21" WEST, A DISTANCE OF 63.99 FEET, TO A POINT, ON
THE AFORESAID NORTHERLY BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL

SHEET FOURTEEN (14) OF FOURTEEN (14) SHEETS

RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 88,409 SQUARE FEET, OR 2.02 ACRES, MORE OR LESS, IN AREA

MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 2



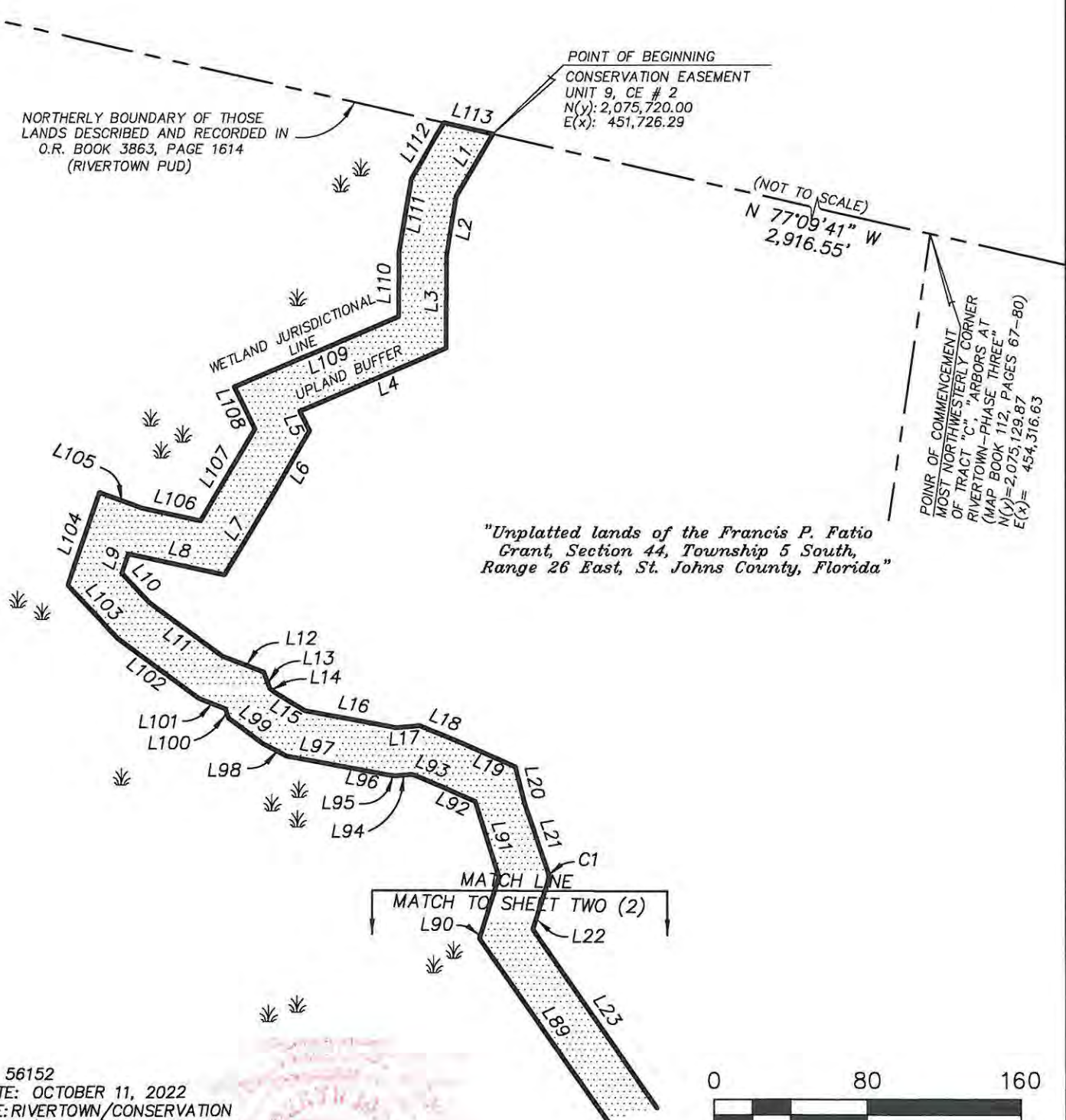
NORTHERLY BOUNDARY OF THOSE
LANDS DESCRIBED AND RECORDED IN
O.R. BOOK 3863, PAGE 1614
(RIVERTOWN PUD)

POINT OF BEGINNING
CONSERVATION EASEMENT
UNIT 9, CE # 2
N(y): 2,075,720.00
E(x): 451,726.29

(NOT TO SCALE)
N 77°09'41" W
2,916.55'

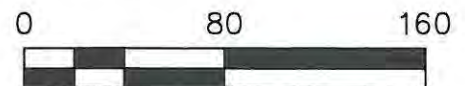
POINT OF COMMENCEMENT
MOST NORTHWESTERLY CORNER
OF TRACT "C", "ARBORS AT
RIVERTOWN—PHASE THREE"
(MAP BOOK 112, PAGES 67-80)
N(y)=2,075,129.87
E(x)= 454,316.63

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




JOB No. 56152
MAP DATE: OCTOBER 11, 2022
CAD FILE: RIVERTOWN/CONSERVATION
EASEMENTS/UNIT 9/UNIT 9 CE 2.Dwg
SCALE: 1" = 80'

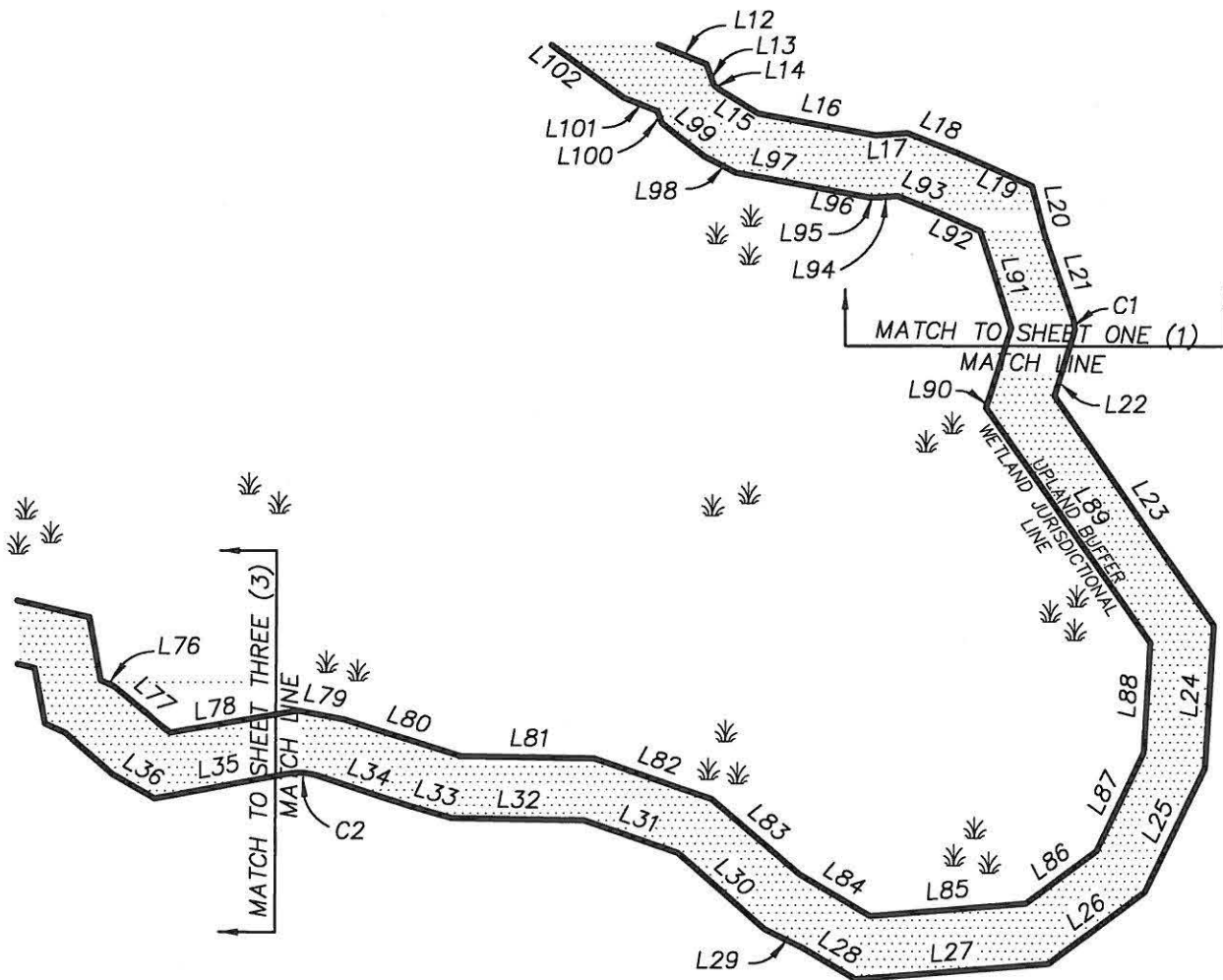
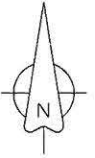
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F 904.346.1736



GRAPHIC SCALE
SCALE: 1" = 80'


JONATHAN B. BOWMAN, STATE OF FLORIDA
REGISTERED LAND SURVEYOR
CERTIFICATE No. 4600

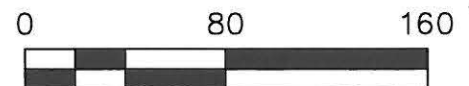
MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 2



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

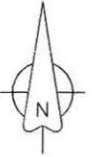
JOB No. 56152
MAP DATE: OCTOBER 11, 2022
CAD FILE: RIVERTOWN/CONSERVATION
EASEMENTS/UNIT 9/UNIT 9 CE 2.Dwg
SCALE: 1" = 80'

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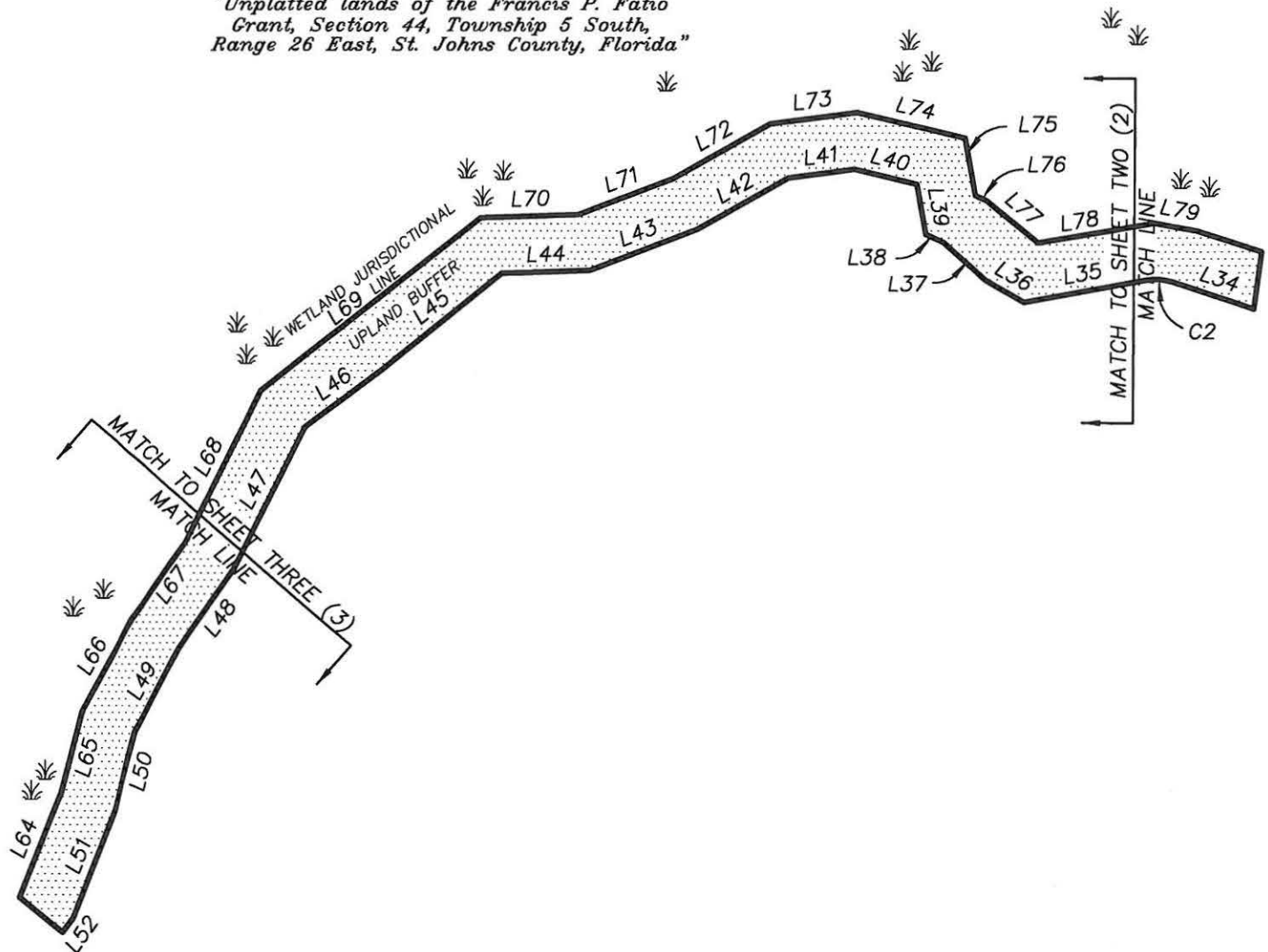


GRAPHIC SCALE
SCALE: 1" = 80'

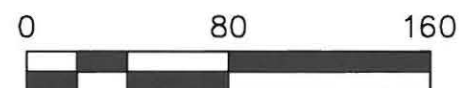
MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 2



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



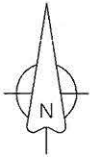
JOB No. 56152
MAP DATE: OCTOBER 11, 2022
CAD FILE: RIVERTOWN/CONSERVATION
EASEMENTS/UNIT 9/UNIT 9 CE 2.Dwg
SCALE: 1" = 80'



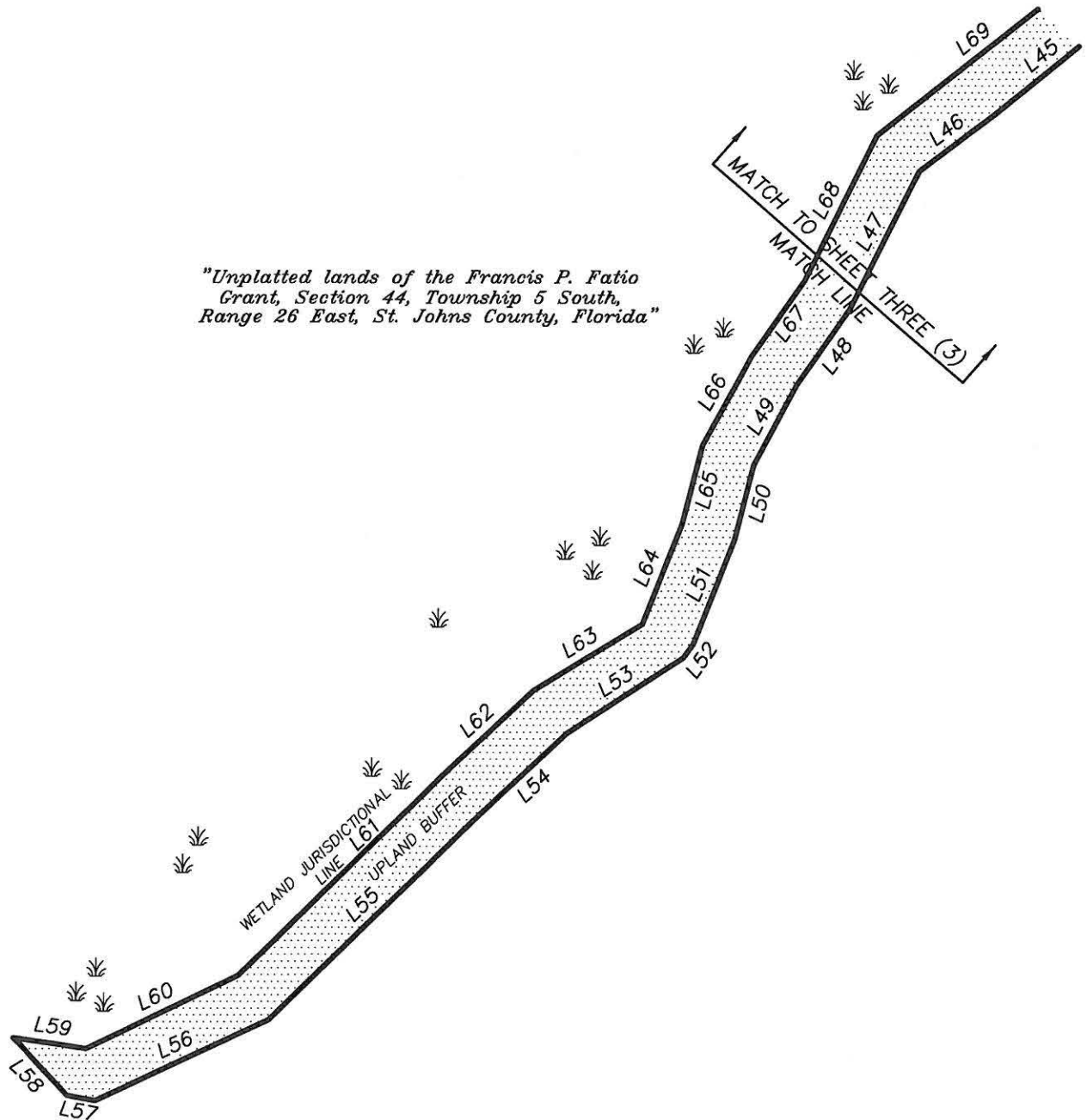
GRAPHIC SCALE
SCALE: 1" = 80'

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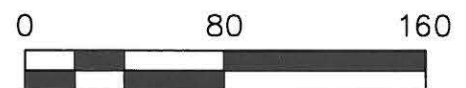
MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 2



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



JOB No. 56152
MAP DATE: OCTOBER 11, 2022
CAD FILE: RIVERTOWN/CONSERVATION
EASEMENTS/UNIT 9/UNIT 9 CE 2.Dwg
SCALE: 1" = 80'



GRAPHIC SCALE
SCALE: 1" = 80'

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MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 2

LINE TABLE FOR THIS SKETCH

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 30°30'53" W	37.59'	L41	S 82°34'38" W	29.90'
L2	S 09°22'23" W	31.49'	L42	S 60°25'56" W	46.48'
L3	S 00°11'51" W	48.09'	L43	S 69°08'19" W	51.47'
L4	S 66°41'08" W	83.23'	L44	S 88°10'43" W	39.90'
L5	S 25°31'29" E	11.39'	L45	S 50°57'47" W	68.59'
L6	S 29°29'37" W	40.96'	L46	S 52°53'57" W	42.56'
L7	S 30°54'53" W	46.07'	L47	S 26°46'03" W	71.65'
L8	N 77°50'53" W	51.35'	L48	S 35°21'47" W	43.10'
L9	S 18°54'09" W	10.60'	L49	S 28°26'03" W	42.29'
L10	S 43°31'36" E	21.00'	L50	S 14°19'23" W	36.01'
L11	S 53°44'12" E	47.22'	L51	S 21°18'08" W	51.79'
L12	S 68°20'17" E	23.02'	L52	S 34°45'53" W	7.90'
L13	S 19°31'24" E	9.03'	L53	S 56°57'37" W	64.72'
L14	S 52°40'34" E	2.82'	L54	S 47°04'37" W	55.49'
L15	S 58°12'30" E	18.72'	L55	S 45°48'28" W	136.17'
L16	S 79°33'24" E	48.34'	L56	S 64°58'49" W	88.85'
L17	N 85°40'25" E	12.58'	L57	N 79°39'16" W	13.43'
L18	S 67°55'09" E	21.95'	L58	N 42°53'51" W	36.61'
L19	S 66°06'52" E	32.50'	L59	S 81°25'29" E	34.36'
L20	S 14°13'04" E	20.08'	L60	N 64°18'35" E	78.41'
L21	S 18°55'11" E	36.37'	L61	N 45°34'45" E	132.14'
L22	S 17°35'54" W	25.66'	L62	N 47°04'39" E	58.35'
L23	S 34°45'23" E	113.13'	L63	N 58°38'36" E	59.32'
L24	S 03°43'43" W	57.94'	L64	N 21°24'06" E	50.09'
L25	S 25°50'06" W	55.43'	L65	N 14°12'26" E	37.69'
L26	S 53°42'48" W	49.04'	L66	N 28°26'04" E	46.96'
L27	S 85°29'42" W	77.85'	L67	N 35°29'55" E	42.97'
L28	N 59°17'41" W	24.54'	L68	N 26°39'20" E	75.31'
L29	N 63°36'28" W	17.56'	L69	N 51°42'31" E	124.53'
L30	N 48°22'28" W	46.44'	L70	N 88°10'46" E	44.13'
L31	N 70°57'23" W	40.62'	L71	N 69°08'18" E	45.38'
L32	N 88°49'59" W	53.05'	L72	N 60°25'55" E	49.47'
L33	N 74°04'07" W	18.30'	L73	N 82°34'43" E	39.36'
L34	N 71°25'19" W	37.84'	L74	S 76°40'27" E	49.77'
L35	S 79°42'39" W	55.14'	L75	S 10°05'15" E	26.04'
L36	N 60°05'36" W	19.76'	L76	S 65°41'39" E	5.56'
L37	N 48°04'16" W	25.22'	L77	S 50°33'41" E	29.72'
L38	N 65°41'38" W	8.90'	L78	N 80°23'52" E	52.73'
L39	N 10°05'12" W	22.81'	L79	S 79°21'38" E	19.09'
L40	N 76°40'26" W	28.77'	L80	S 72°11'52" E	49.15'

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MAP SHOWING SKETCH OF RIVERTOWN DEVELOPMENT, ST. JOHNS COUNTY, FLORIDA CONSERVATION EASEMENT UNIT 9, CE # 2

LINE TABLE FOR THIS SKETCH

LINE	BEARING	DISTANCE
L81	S 88°53'48" E	53.57'
L82	S 70°57'23" E	50.31'
L83	S 49°20'57" E	46.81'
L84	S 59°17'43" E	33.22'
L85	N 85°29'42" E	62.80'
L86	N 53°42'48" E	35.72'
L87	N 25°50'06" E	44.34'
L88	N 03°43'43" E	44.43'
L89	N 35°04'52" W	116.15'
L90	N 17°35'53" E	33.76'
L91	N 17°36'38" W	41.11'
L92	N 65°57'42" W	20.31'
L93	N 67°55'09" W	15.66'
L94	S 85°40'20" W	9.05'
L95	N 85°01'08" W	2.41'
L96	N 79°33'22" W	26.91'
L97	N 79°33'24" W	28.02'
L98	N 62°00'06" W	14.18'
L99	N 52°40'40" W	21.85'
L100	N 19°31'22" W	5.13'
L101	N 68°20'16" W	14.88'
L102	N 53°44'12" W	52.66'
L103	N 43°31'37" W	38.38'
L104	N 19°02'55" E	51.31'
L105	S 69°49'04" E	24.20'
L106	S 77°55'59" E	31.16'
L107	N 30°12'27" E	55.51'
L108	N 25°31'30" W	24.39'
L109	N 66°41'50" E	92.83'
L110	N 00°11'52" E	33.66'
L111	N 09°32'44" E	38.48'
L112	N 30°30'53" E	33.96'
L113	S 77°09'41" E	26.24'

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY BOUNDARY AS MONUMENTED, AS BEING NORTH 77°09'41" WEST, AND VARIOUS PLATS LYING INSIDE THE RIVERTOWN DEVELOPMENT, PREPARED BY THIS FIRM, AND ARE BASED ON THE US 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).

2) THIS MAP SHOWING SKETCH IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE ENTITIES LISTED ON THIS MAP SHOWING SKETCH AND ONLY FOR THIS PARTICULAR TRANSACTION AND SCOPE OF WORK. ANY USE OF THIS MAP SHOWING SKETCH WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE SURVEYOR AND/OR FIRM IS STRICTLY PROHIBITED. USE OF THIS MAP SHOWING SKETCH IN ANY SUBSEQUENT TRANSACTIONS 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 MAP SHOWING SKETCH SHOULD RELY UPON THIS SURVEY FOR ANY PURPOSE.

3). UNLESS A TITLE COMMITMENT IS REFERENCED GRAPHICALLY ON THE FACE OF THIS SURVEY, THERE MAY BE ADDITIONAL COVENANTS AND RESTRICTIONS, EASEMENTS OF RECORD, BUILDING RESTRICTION LINE RESTRICTIONS, AND OTHER MATTERS, EVIDENCED BY TITLE EXAMINATION BY A TITLE COMPANY, THAT HAVE NOT BEEN SHOWN HEREON. THESE ITEMS ARE NOT REQUIRED BY A STATE OF FLORIDA MINIMUM TECHNICAL STANDARDS SURVEY, AS OUTLINED IN THE STATE OF FLORIDA, ADMINISTRATIVE CODE, 5J-17.051.

4) THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY, AS PER THE CURRENT FLORIDA STATUTES, REGARDING THE STATE OF FLORIDA, MINIMUM TECHNICAL STANDARDS. 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.

5) THIS FIRM UTILIZED A CAD FILE PROVIDED TO THIS FIRM BY THE ENVIRONMENTAL CONSULTANT, ENVIRONMENTAL SERVICES, INC. (ESI), AND CORRECTED IT VERSUS EXISTING PLATS AND/OR RECORDED CONSERVATION EASEMENTS. FOR INQUIRIES OR QUESTIONS REGARDING THIS CONSERVATION EASEMENT, PLEASE CONTACT THE ENVIRONMENTAL CONSULTANT.

CURVE TABLE FOR THIS SKETCH

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	10.00'	36°31'05"	6.37'	S 00°39'38" E	6.27'
C2	25.00'	28°52'02"	12.60'	N 85°51'20" W	12.46'

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5847 Luella Street

Jacksonville, Florida 32207

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

Jon Bowan, PLS Jeff Ward, PLS

SHEET SEVEN (7) OF TWELVE (12) SHEETS

RIVERTOWN DEVELOPMENT

CONSERVATION EASEMENT

UNIT 9, CONSERVATION EASEMENT # 2

A CONSERVATION EASEMENT OVER A PORTION OF THE "RIVERTOWN DEVELOPMENT", AND BEING A PORTION OF THE "FRANCIS P. FATIO" GRANT, IN SECTION 44, TOWNSHIP 5 SOUTH, RANGER 26 EAST, ST. JOHNS COUNTY, FLORIDA, SAID CONSERVATION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHWESTERLY CORNER OF TRACT "C", AS SHOWN ON THE PLAT OF "ARBORS AT RIVERTOWN-PHASE THREE", AS RECORDED IN MAP BOOK 112, PAGES 67 THROUGH 80 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE NORTH 77°09'41" WEST, ALONG THE NORTHERLY BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 2,916.55 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE, THE FOLLOWING ONE HUNDRED AND FIFTEEN (115) COURSES AND DISTANCES:

COURSE No. 1: RUN THENCE, SOUTH 30°30'53" WEST, DEPARTING FROM THE AFORESAID NORTHERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 37.59 FEET, TO A POINT;

COURSE No. 2: RUN THENCE, SOUTH 09°22'23" WEST, A DISTANCE OF 31.49 FEET, TO A POINT;

COURSE No. 3: RUN THENCE, SOUTH 00°11'51" WEST, A DISTANCE OF 48.09 FEET, TO A POINT;

COURSE No. 4: RUN THENCE, SOUTH 66°41'08" WEST, A DISTANCE OF 83.23 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, SOUTH 25°31'29" EAST, A DISTANCE OF 11.39 FEET, TO A POINT;

COURSE No. 6: RUN THENCE, SOUTH 29°29'37" WEST, A DISTANCE OF 40.96 FEET, TO A POINT;

COURSE No. 7: RUN THENCE, SOUTH 30°54'53" WEST, A DISTANCE OF 46.07 FEET, TO A POINT;

SHEET EIGHT (8) OF TWELVE (12) SHEETS

COURSE No. 8: RUN THENCE, NORTH 77°50'53" WEST, A DISTANCE OF 51.35 FEET, TO A POINT;

COURSE No. 9: RUN THENCE, SOUTH 18°54'09" WEST, A DISTANCE OF 10.60 FEET, TO A POINT;

COURSE No. 10: RUN THENCE, SOUTH 43°31'36" EAST, A DISTANCE OF 21.00 FEET, TO A POINT;

COURSE No. 11: RUN THENCE, SOUTH 53°44'12" EAST, A DISTANCE OF 47.22 FEET, TO A POINT;

COURSE No. 12: RUN THENCE, SOUTH 68°20'17" EAST, A DISTANCE OF 23.02 FEET, TO A POINT;

COURSE No. 13: RUN THENCE, SOUTH 19°31'24" EAST, A DISTANCE OF 9.03 FEET, TO A POINT;

COURSE No. 14: RUN THENCE, SOUTH 52°40'34" EAST, A DISTANCE OF 2.82 FEET, TO A POINT;

COURSE No. 15: RUN THENCE, SOUTH 58°12'30" EAST, A DISTANCE OF 18.72 FEET, TO A POINT;

COURSE No. 16: RUN THENCE, SOUTH 79°33'24" EAST, A DISTANCE OF 48.34 FEET, TO A POINT;

COURSE No. 17: RUN THENCE, NORTH 85°40'25" EAST, A DISTANCE OF 12.58 FEET, TO A POINT;

COURSE No. 18: RUN THENCE, SOUTH 67°55'09" EAST, A DISTANCE OF 21.95 FEET, TO A POINT;

COURSE No. 19: RUN THENCE, SOUTH 66°06'52" EAST, A DISTANCE OF 32.50 FEET, TO A POINT;

COURSE No. 20: RUN THENCE, SOUTH 14°13'04" EAST, A DISTANCE OF 20.08 FEET, TO A POINT;

COURSE No. 21: RUN THENCE, SOUTH 18°55'11" EAST, A DISTANCE OF 36.37 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING SOUTHERLY;

COURSE No. 22: RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 10.00, THROUGH A CENTRAL ANGLE OF 36°31'05" TO THE RIGHT, AN ARC DISTANCE OF 6.37 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°39'38" EAST, 6.27 FEET;

COURSE No. 23: RUN THENCE, SOUTH 17°35'54" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 25.66 FEET, TO A POINT;

COURSE No. 24: RUN THENCE, SOUTH 34°45'23" EAST, A DISTANCE OF 113.13 FEET, TO A POINT;

COURSE No. 25: RUN THENCE, SOUTH 03°43'43" WEST, A DISTANCE OF 57.94 FEET, TO A POINT;

COURSE No. 26: RUN THENCE, SOUTH 25°50'06" WEST, A DISTANCE OF 55.43 FEET, TO A POINT;

COURSE No. 27: RUN THENCE, SOUTH 53°42'48" WEST, A DISTANCE OF 49.04 FEET, TO A POINT;

COURSE No. 28: RUN THENCE, SOUTH 85°29'42" WEST, A DISTANCE OF 77.85 FEET, TO A POINT;

COURSE No. 29: RUN THENCE, NORTH 59°17'41" WEST, A DISTANCE OF 24.54 FEET, TO A POINT;

COURSE No. 30: RUN THENCE, NORTH 63°36'28" WEST, A DISTANCE OF 17.56 FEET, TO A POINT;

SHEET NINE (9) OF TWELVE (12) SHEETS

COURSE No. 31: RUN THENCE, NORTH 48°22'28" WEST, A DISTANCE OF 46.44 FEET, TO A POINT;

COURSE No. 32: RUN THENCE, NORTH 70°57'23" WEST, A DISTANCE OF 40.62 FEET, TO A POINT;

COURSE No. 33: RUN THENCE, NORTH 88°49'59" WEST, A DISTANCE OF 53.05 FEET, TO A POINT;

COURSE No. 34: RUN THENCE, NORTH 74°04'07" WEST, A DISTANCE OF 18.30 FEET, TO A POINT;

COURSE No. 35: RUN THENCE, NORTH 71°25'19" WEST, A DISTANCE OF 37.84 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING WESTERLY;

COURSE No. 36: RUN THENCE WESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 25.00, THROUGH A CENTRAL ANGLE OF 28°52'02" TO THE LEFT, HAVING AN ARC DISTANCE OF 12.60 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°51'20" WEST, 12.46 FEET;

COURSE No. 37: RUN THENCE, SOUTH 79°42'39" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 55.14 FEET, TO A POINT;

COURSE No. 38: RUN THENCE, NORTH 60°05'36" WEST, A DISTANCE OF 19.76 FEET, TO A POINT;

COURSE No. 39: RUN THENCE, NORTH 48°04'16" WEST, A DISTANCE OF 25.22 FEET, TO A POINT;

COURSE No. 40: RUN THENCE, NORTH 65°41'38" WEST, A DISTANCE OF 8.90 FEET, TO A POINT;

COURSE No. 41: RUN THENCE, NORTH 10°05'12" WEST, A DISTANCE OF 22.81 FEET, TO A POINT;

COURSE No. 42: RUN THENCE, NORTH 76°40'26" WEST, A DISTANCE OF 28.77 FEET, TO A POINT;

COURSE No. 43: RUN THENCE, SOUTH 82°34'38" WEST, A DISTANCE OF 29.90 FEET, TO A POINT;

COURSE No. 44: RUN THENCE, SOUTH 60°25'56" WEST, A DISTANCE OF 46.48 FEET, TO A POINT;

COURSE No. 45: RUN THENCE, SOUTH 69°08'19" WEST, A DISTANCE OF 51.47 FEET, TO A POINT;

COURSE No. 46: RUN THENCE, SOUTH 88°10'43" WEST, A DISTANCE OF 39.90 FEET, TO A POINT;

COURSE No. 47: RUN THENCE, SOUTH 50°57'47" WEST, A DISTANCE OF 68.59 FEET, TO A POINT;

COURSE No. 48: RUN THENCE, SOUTH 52°53'57" WEST, A DISTANCE OF 42.56 FEET, TO A POINT;

COURSE No. 49: RUN THENCE, SOUTH 26°46'03" WEST, A DISTANCE OF 71.65 FEET, TO A POINT;

COURSE No. 50: RUN THENCE, SOUTH 35°21'47" WEST, A DISTANCE OF 43.10 FEET, TO A POINT;

COURSE No. 51: RUN THENCE, SOUTH 28°26'03" WEST, A DISTANCE OF 42.29 FEET, TO A POINT;

COURSE No. 52: RUN THENCE, SOUTH 14°19'23" WEST, A DISTANCE OF 36.01 FEET, TO A POINT;

COURSE No. 53: RUN THENCE, SOUTH 21°18'08" WEST, A DISTANCE OF 51.79 FEET, TO A POINT;

SHEET TEN (10) OF TWELVE (12) SHEETS

COURSE No. 54: RUN THENCE, SOUTH 34°45'53" WEST, A DISTANCE OF 7.90 FEET, TO A POINT;
COURSE No. 55: RUN THENCE, SOUTH 56°57'37" WEST, A DISTANCE OF 64.72 FEET, TO A POINT;
COURSE No. 56: RUN THENCE, SOUTH 47°04'37" WEST, A DISTANCE OF 55.49 FEET, TO A POINT;
COURSE No. 57: RUN THENCE, SOUTH 45°48'28" WEST, A DISTANCE OF 136.17 FEET, TO A POINT;
COURSE No. 58: RUN THENCE, SOUTH 64°58'49" WEST, A DISTANCE OF 88.85 FEET, TO A POINT;
COURSE No. 59: RUN THENCE, NORTH 79°39'16" WEST, A DISTANCE OF 13.43 FEET, TO A POINT;
COURSE No. 60: RUN THENCE, NORTH 42°53'51" WEST, A DISTANCE OF 36.61 FEET, TO A POINT;
COURSE No. 61: RUN THENCE, SOUTH 81°25'29" EAST, A DISTANCE OF 34.36 FEET, TO A POINT;
COURSE No. 62: RUN THENCE, NORTH 64°18'35" EAST, A DISTANCE OF 78.41 FEET, TO A POINT;
COURSE No. 63: RUN THENCE, NORTH 45°34'45" EAST, A DISTANCE OF 132.14 FEET, TO A POINT;
COURSE No. 64: RUN THENCE, NORTH 47°04'39" EAST, A DISTANCE OF 58.35 FEET, TO A POINT;
COURSE No. 65: RUN THENCE, NORTH 58°38'36" EAST, A DISTANCE OF 59.32 FEET, TO A POINT;
COURSE No. 66: RUN THENCE, NORTH 21°24'06" EAST, A DISTANCE OF 50.09 FEET, TO A POINT;
COURSE No. 67: RUN THENCE, NORTH 14°12'26" EAST, A DISTANCE OF 37.69 FEET, TO A POINT;
COURSE No. 68: RUN THENCE, NORTH 28°26'04" EAST, A DISTANCE OF 46.96 FEET, TO A POINT;
COURSE No. 69: RUN THENCE, NORTH 35°29'55" EAST, A DISTANCE OF 42.97 FEET, TO A POINT;
COURSE No. 70: RUN THENCE, NORTH 26°39'20" EAST, A DISTANCE OF 75.31 FEET, TO A POINT;
COURSE No. 71: RUN THENCE, NORTH 51°42'31" EAST, A DISTANCE OF 124.53 FEET, TO A POINT;
COURSE No. 723: RUN THENCE, NORTH 88°10'46" EAST, A DISTANCE OF 44.13 FEET, TO A POINT;
COURSE No. 73: RUN THENCE, NORTH 69°08'18" EAST, A DISTANCE OF 45.38 FEET, TO A POINT;
COURSE No. 74: RUN THENCE, NORTH 60°25'55" EAST, A DISTANCE OF 49.47 FEET, TO A POINT;
COURSE No. 75: RUN THENCE, NORTH 82°34'43" EAST, A DISTANCE OF 39.36 FEET, TO A POINT;
COURSE No. 76: RUN THENCE, SOUTH 76°40'27" EAST, A DISTANCE OF 49.77 FEET, TO A POINT;
COURSE No. 77: RUN THENCE, SOUTH 10°05'15" EAST, A DISTANCE OF 26.04 FEET, TO A POINT;
COURSE No. 78: RUN THENCE, SOUTH 65°41'39" EAST, A DISTANCE OF 5.56 FEET, TO A POINT;
COURSE No. 79: RUN THENCE, SOUTH 50°33'41" EAST, A DISTANCE OF 29.72 FEET, TO A POINT;
COURSE No. 80: RUN THENCE, NORTH 80°23'52" EAST, A DISTANCE OF 52.73 FEET, TO A POINT;

SHEET ELEVEN (11) OF TWELVE (12) SHEETS

COURSE No. 81: RUN THENCE, SOUTH 79°21'38" EAST, A DISTANCE OF 19.09 FEET, TO A POINT;
COURSE No. 82: RUN THENCE, SOUTH 72°11'52" EAST, A DISTANCE OF 49.15 FEET, TO A POINT;
COURSE No. 83: RUN THENCE, SOUTH 88°53'48" EAST, A DISTANCE OF 53.57 FEET, TO A POINT;
COURSE No. 84: RUN THENCE, SOUTH 70°57'23" EAST, A DISTANCE OF 50.31 FEET, TO A POINT;
COURSE No. 85: RUN THENCE, SOUTH 49°20'57" EAST, A DISTANCE OF 46.81 FEET, TO A POINT;
COURSE No. 86: RUN THENCE, SOUTH 59°17'43" EAST, A DISTANCE OF 33.22 FEET, TO A POINT;
COURSE No. 87: RUN THENCE, NORTH 85°29'42" EAST, A DISTANCE OF 62.80 FEET, TO A POINT;
COURSE No. 88: RUN THENCE, NORTH 53°42'48" EAST, A DISTANCE OF 35.72 FEET, TO A POINT;
COURSE No. 89: RUN THENCE, NORTH 25°50'06" EAST, A DISTANCE OF 44.34 FEET, TO A POINT;
COURSE No. 90: RUN THENCE, NORTH 03°43'43" EAST, A DISTANCE OF 44.43 FEET, TO A POINT;
COURSE No. 91: RUN THENCE, NORTH 35°04'52" WEST, A DISTANCE OF 116.15 FEET, TO A POINT;
COURSE No. 92: RUN THENCE, NORTH 17°35'53" EAST, A DISTANCE OF 33.76 FEET, TO A POINT;
COURSE No. 93: RUN THENCE, NORTH 17°36'38" WEST, A DISTANCE OF 41.11 FEET, TO A POINT;
COURSE No. 94: RUN THENCE, NORTH 65°57'42" WEST, A DISTANCE OF 20.31 FEET, TO A POINT;
COURSE No. 95: RUN THENCE, NORTH 67°55'09" WEST, A DISTANCE OF 15.66 FEET, TO A POINT;
COURSE No. 96: RUN THENCE, SOUTH 85°40'20" WEST, A DISTANCE OF 9.05 FEET, TO A POINT;
COURSE No. 97: RUN THENCE, NORTH 85°01'08" WEST, A DISTANCE OF 2.41 FEET, TO A POINT;
COURSE No. 98: RUN THENCE, NORTH 79°33'22" WEST, A DISTANCE OF 26.91 FEET, TO A POINT;
COURSE No. 99: RUN THENCE, NORTH 79°33'24" WEST, A DISTANCE OF 28.02 FEET, TO A POINT;
COURSE No. 100: RUN THENCE, NORTH 62°00'06" WEST, A DISTANCE OF 14.18 FEET, TO A POINT;
COURSE No. 101: RUN THENCE, NORTH 52°40'40" WEST, A DISTANCE OF 21.85 FEET, TO A POINT;
COURSE No. 102: RUN THENCE, NORTH 19°31'22" WEST, A DISTANCE OF 5.13 FEET, TO A POINT;
COURSE No. 103: RUN THENCE, NORTH 68°20'16" WEST, A DISTANCE OF 14.88 FEET, TO A POINT;
COURSE No. 104: RUN THENCE, NORTH 53°44'12" WEST, A DISTANCE OF 52.66 FEET, TO A POINT;
COURSE No. 105: RUN THENCE, NORTH 43°31'37" WEST, A DISTANCE OF 38.38 FEET, TO A POINT;
COURSE No. 106: RUN THENCE, NORTH 19°02'55" EAST, A DISTANCE OF 51.31 FEET, TO A POINT;
COURSE No. 107: RUN THENCE, SOUTH 69°49'04" EAST, A DISTANCE OF 24.20 FEET, TO A POINT;
COURSE No. 108: RUN THENCE, SOUTH 77°55'59" EAST, A DISTANCE OF 31.16 FEET, TO A POINT;

SHEET TWELVE (12) OF TWELVE (12) SHEETS

COURSE No. 109: RUN THENCE, NORTH 30°12'27" EAST, A DISTANCE OF 55.51 FEET, TO A POINT;

COURSE No. 110: RUN THENCE, NORTH 25°31'30" WEST, A DISTANCE OF 24.39 FEET, TO A POINT;

COURSE No. 111: RUN THENCE, NORTH 66°41'50" EAST, A DISTANCE OF 92.83 FEET, TO A POINT;

COURSE No. 112: RUN THENCE, NORTH 00°11'52" EAST, A DISTANCE OF 33.66 FEET, TO A POINT;

COURSE No. 113: RUN THENCE, NORTH 09°32'44" EAST, A DISTANCE OF 38.48 FEET, TO A POINT;

COURSE No. 114: RUN THENCE, NORTH 30°30'53" EAST, A DISTANCE OF 33.96 FEET, TO A POINT, ON THE AFORESAID NORTHERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 37.59 FEET, TO A POINT;

COURSE No. 115: RUN THENCE, SOUTH 77°09'41" EAST, ALONG THE AFORESAID NORTHERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 26.24 FEET, TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 58,582 SQUARE FEET, OR 1.34 ACRES, MORE OR LESS, IN AREA.

EXHIBIT B

Return original recorded document to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32178-2529

CONSERVATION EASEMENT
(RiverTown – Unit 9, CEs 1 and 2)

THIS CONSERVATION EASEMENT is made this ____ day of _____, 2022 by **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company, having an address at 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**Mattamy**”), and the Rivers Edge III Community Development District, a local, special purpose local governmental entity created pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**RE III CDD**”, and sometimes collectively referred to along with Mattamy as “**Grantor**”), in favor of the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes, having a mailing address at Post Office Box 1429, Palatka, Florida 32178-1429 (“**Grantee**” or “**District**”).

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in St. Johns County, Florida more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference (the “**Property**”);

WHEREAS, Grantor grants this conservation easement as a condition of Permit No. 4-109-21463-181 issued by the District, solely to off-set adverse impacts to natural resources, fish and wildlife and wetland functions;

WHEREAS, the U.S. Army Corps of Engineers Permit No. SAJ-1989-94771-MRE (“**Corps Permit**”) authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in **Exhibit "A"** as mitigation for such activities; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein and in U.S. Army Corps of Engineers (“**ACOE**”) Permit

Number SAJ-1989-94771-MRE and pursuant to the provisions of Section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "**Conservation Easement**"). Grantor fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, except that Grantor shall be permitted to construct boardwalks and portions of nature trails within certain areas of the Conservation Easement, as generally shown on pages V-22 and V-23 of the RiverTown Conceptual Greenway Management Plan dated December 5, 2005 (the "**Greenway Plan**") and approved by St. Johns County. The nature trails within the Conservation Easement areas will be constructed of pervious materials such as mulch or coquina. Clearing for the boardwalk shall not exceed ten (10) feet in width and shall not include clearing of any trees larger than four (4) inches in diameter breast height (i.e., 4.5 feet above the base of the tree). The purpose of each boardwalk shall be to provide interconnectivity throughout the RiverTown community by connecting paths for pedestrian and bicycle use on uplands and traversing on-site ravine systems and other connected wetland strands to avoid human encroachment into the same. The boardwalks shall be elevated by a minimum of three (3) feet above grade. A management plan for the Property is attached hereto as Exhibit "B" and incorporated by this reference (the "**Management Plan**").

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation, except as provided in Section 2(a) hereof and except that Grantor shall be permitted to selectively thin vegetation within the Conservation Easement to maintain the health of vegetation, to allow for removal of exotic species within certain areas of the Conservation Easement (provided that the Grantee provides advance written

approval of the exotic species activity). Selective thinning may occur in upland areas as described and depicted in the Greenway Plan and in wetland areas as described in the mitigation plan related to Permit No. 4-109-21463-2. Exotic species removal (as approved by the Grantee) may occur in both upland and wetland areas within the Conservation Easement.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Grantee acknowledges that Grantor may propose the installation, use and maintenance of one or more stormwater pond outfall structures and/or overflow structures within the Conservation Easement Property in an application for a new or modified environmental resource permit. Grantor may install, use and maintain such structures with Grantee's approval, which shall be based on Grantee's determination that the structures will be installed, used, and maintained in a manner that minimizes impacts to natural resources and to the ecological value of this Conservation Easement. Grantor acknowledges that any mitigation credit awarded for a Conservation Easement featuring such a structure would be adjusted accordingly. Such structures must be authorized by a permit granted by Grantee, and must be consistent with the engineering plans approved by the District. Notwithstanding the prohibitions in Section 2 herein, Grantor reserves the right to conduct the activities necessary to create, restore, enhance, maintain and monitor the wetland enhancement areas and otherwise implement the wetland mitigation plan approved as a condition of District Permit No. 4-109-21463-181 and ACOE Permit No. SAJ-1989-94771-MRE.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee and ACOE:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Rights of the U.S. Army Corps of Engineers. The Corps, as third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

(a) The right to take action to preserve and protect the environmental value of the Property;

(b) The right to prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use;

(c) The right to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

(d) The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Property that may be damaged by any inconsistent activity or use or unauthorized activities. The Grantor, including their successors or assigns, shall provide the Corps at least sixty (60) days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Corps. The Grantee shall consider any comments or objections from the Corps when making the final decision to release or amend this Conservation Easement.

6. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

7. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

8. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

9. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

10. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

11. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

GRANTOR:

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Signed and sealed in the presence of:

By: Mattamy Florida LLC, a
Delaware limited liability company,
Its Manager

Printed Name

By: Calben (Florida) Corporation, a
Florida corporation,
Its Manager

Printed Name

Authorized Signature

Clifford L. Nelson

Printed Name

Vice President

Title

Date

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2022, by Clifford L. Nelson, as Vice President of Calben (Florida) Corporation, a Florida corporation, as Manager of Mattamy Florida LLC, a Delaware limited liability company, as Manager of Mattamy Jacksonville LLC, a Delaware limited liability company, who:

- ☐ is/are personally known to me.
- ☐ produced a current Florida driver's license as identification.
- ☐ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary Typed, Printed or Stamped)

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed and sealed in the presence of:

Printed Name

Printed Name

GRANTOR:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**, a local, special
purpose local governmental entity created pursuant to
Chapter 190, Florida Statutes

By:

By:

Authorized Signature

Printed Name

Title

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2022, by _____, as _____ of Rivers Edge III Community Development District, a local, special purpose local governmental entity created pursuant to Chapter 190, Florida Statutes, who:

- ☐ is/are personally known to me.
- ☐ produced a current Florida driver's license as identification.
- ☐ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary Typed, Printed or Stamped)

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

(Conservation Easement for Unit 9, CEs 1 and 2)

EXHIBIT “B”
RIVERTOWN
MANAGEMENT PLAN
FOR PRESERVATION ONLY

The preservation areas consist of mixed forested wetlands, bottom land hardwood swamps, cypress/pine wetlands, hydric pine flatwoods, and adjacent upland buffers.

Under this management plan, the Grantor, and any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the preservation area, will manage the preservation area such that coverage of exotic/nuisance vegetation is 5% or less of the overall area at all times. To achieve this management target, the Grantor will remove exotic and nuisance vegetation as defined by the most current Florida Invasive Species Council List of Invasive Plant Species. The most current list can commonly be found at <https://www.fleppc.org/list/list.htm>. Such removal will be conducted, as necessary, in perpetuity using appropriate control methods that include, but are not limited to, cutting, mowing, chemical treatment, hand removal, or any combination thereof. Any removal will be performed in a manner that minimizes damage to non-target sensitive vegetation and shall follow Integrated Pest Management principles and methods including replanting of native vegetation.

The personnel implementing this work will be qualified to identify exotic and nuisance species. In addition, they will be qualified and capable of recognizing key protected species that occur in the local area in order to avoid damage to these species. Exotic plant removal will be performed to minimize damage to non-target sensitive vegetation.



Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Rogers Towers
1301 Riverplace Boulevard, Suite 1500
Jacksonville, FL 32207
ALTA Universal ID: 1054486
LOAN ID Number: None
Issuing Office File Number: FN22-55/Unit 9, CE #1 & 2 (65688; vlc)
Property Address: FL
Order No.: 10799095
Revision Number: 0

Fidelity National Title Insurance Company

SCHEDULE A

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: 10/17/2022 at: 5:00 PM
2. Policy or Policies to be issued:
 - A. 2021 ALTA Owner's Policy with Florida Modifications
Proposed Insured: St. Johns River Water Management District
Proposed Amount of Insurance: \$10,000.00
The estate or interest to be insured:
3. The estate or interest in the Land described or referred to in this Commitment is (Identify estate covered, i.e., fee, leasehold, etc.):

Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Commitment Date vested in:

Mattamy Jacksonville LLC, a Delaware limited liability formerly known as Mattamy Rivertown LLC, a Delaware limited liability company by the Special Warranty Deed recorded in Official Records Book 3863, page 1614 and Official Records Book 3863, page 1633 and Certificate of Merger recorded in Official Records Book 4470, page 234

AND Rivers Edge III Community Development District, a local unit of special purpose government by Special Warranty Deed recorded in Official Records Book 5254, page 176
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

BY: 
Authorized Officer or Agent



**SCHEDULE B SECTION I
REQUIREMENTS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Grant of Easement from Mattamy Jacksonville, LLC, a Florida limited liability company and Rivers Edge III Community Development District, Grantors, to St. Johns River Water Management District, Grantee, conveying the land described on Exhibit A hereof.

The Company will require the following as to Mattamy Jacksonville, LLC, a Florida limited liability company: ("LLC"):

i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.

ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.

iii. **Record an affidavit** from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.

iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

5. Satisfactory evidence must be furnished showing that all homeowner association assessments, dues and/or fees, including special assessments or payments due and others such as a master association, are paid in full through the date of the closing.
6. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price or full value of the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.



**SCHEDULE B SECTION I
Requirements continued**

7. No open mortgage(s) were found of record. **Agent must confirm** with the owner that the property is free and clear.
8. Proof of payment, satisfactory to the Company, of taxes for the year(s) 2022 in the gross amount of \$46,250.24 under Tax Folio Number: 000970-0000, as to Mattamy Jacksonville, LLC.

NOTE: 2022 Real Property Taxes are Exempt, under Tax I.D. No. 000970-0010, as to Rivers Edge III.

NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

END OF SCHEDULE B SECTION I



**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable, and taxes and assessments levied and/or assessed subsequent to the date hereof.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
5. Intentionally deleted. (*Chapter 159 liens not applicable in St. Johns County*)
6. Notice of DRI Development Order (Rivertown) recorded in Official Records Book 2156, Page 807, together with Notice of DRI/Development Order Modification recorded in Official Records Book 3404, Page 789, Notice of Development Order recorded in Official Records Book 4038, page 409; Notice of Development Order recorded in Official Records Book 4364, page 526 and Notice of Development Order recorded in Official Records Book 4458, page 13.
7. Ordinance No. 2005-100 recorded in Official Records Book 2584, Page 547, modified by Small Adjustment to Planned Unit Development Ordinance Number 2005-100 recorded in Official Records Book 2717, Page 449 and Official Records Book 2787, Page 1682 and by Ordinance No. 2006-113, recorded in Official Records Book 2801, Page 1495 and Small Adjustment to Ordinance No. 2005-100 recorded in Official Records Book 2940, Page 628 and Ordinance No. 2007-40, thus modifying Ordinance No. 2005-100 filed in Official Records Book 2956, Page 10, and Small Adjustment recorded in Official Records Book 3313, Page 125, Official Records Book 3376, Page 543 and Official Records Book 3010, Page 1844,



**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

subsequently modified by Ordinance No. 2010-49 being recorded in Official Records Book 3396, Page 144; Official Records Book 3406, Page 788; Official Records Book 3522, Page 1723; Official Records Book 3679, Page 532; Official Records Book 3713, Page 1413 and Major Modification recorded in Official Records Book 4369, page 1809 re recorded in Official Records Book 4372, page 1; assigned by Assignment of Development Rights and Permits recorded in Official Records Book 3863, page 1658.

8. Developer and Utility Service Agreement recorded in Official Records Book 2360, Page 568.
9. Impact Fee Agreement by and between Board of County Commissioners of St. Johns County, Florida, and The St. Joe Company, a Florida corporation, recorded in Official Records Book 2928, Page 1146 as effected by Memorandum of Agreement recorded in Official Records Book 3863, page 1678.
10. Community Charter for RiverTown recorded in Official Records Book 2992, page 568, First Supplement in Official Records Book 3022, Page 356, Second Supplement recorded in Official Records Book 3455, Page 352; Third Supplement recorded in Official Records Book 3763, Page 175; Fourth Supplement recorded in Official Records Book 3763, Page 183; Fifth Supplement recorded in Official Records Book 3925, page 1858; Sixth Supplement recorded in Official Records Book 4355, page 1027; Supplement recorded in Official Records Book 4421, page 1365; Eighth Supplement recorded in Official Records Book 4597, page 552, Ninth Supplement recorded in Official Records Book 4641, Page 1141, Tenth Supplement recorded in Official Records Book 4672, page 1, Eleventh Supplement recorded in Official Records Book 4715, page 1928 and Twelfth Supplement recorded in Official Records Book 4813, page 458, Thirteenth Supplement recorded in Official Records Book 4884, page 717, Fourteenth Supplement recorded in Official Records Book 4901, page 1384; together with First Amendment recorded in Official Records Book 3455, Page 349; Second Amendment recorded in Official Records Book 3701, Page 783; Third Amendment recorded in Official Records Book 4106, page 1577; Fourth Amendment recorded in Official Records Book 4118, page 704; Fifth Amendment recorded in Official Records Book 4198, page 879 Sixth Amendment recorded in Official Records Book 4334, page 1134, Seventh Amendment recorded in Official Records Book 4773, page 1030 and Notice of Amendment to By-Laws recorded in Official Records Book 4106, page 1574.
11. Assignment of Development Rights and Permits as set forth in instrument recorded in Official Records Book 3863, page 1658.
12. Assignment and Assumption of Agreements as set forth in instrument recorded in Official Records Book 3863, page 1673.
13. Recorded Notice of Environmental Resource Permit as set forth in instruments recorded in Official Records Book 4143, page 365, Official Records Book 4165, page 1484, Official Records Book 4414, page 487 and Official Records Book 4391, page 1768, Official Records Book 4458, page 1721 and Recorded Notice of Environmental Resources Permit recorded in Official Records Book 4576, page 31.
14. Cost Share Agreement for Roadway and Surface Water Management as set forth by instrument recorded in Official Records Book 4291, page 1378.
15. Tri Party Interlocal and Cost Share Agreement recorded in Official Records Book 4832, page 854.



**SCHEDULE B SECTION II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT**

16. Notice of Establishment of the Rivers Edge III Community Development District as set forth by instrument recorded in Official Records Book 4901, page 629.
17. Notice of Special Assessments as set forth by instrument recorded in Official Records Book 4990, page 1979.
18. Rivers Edge III Community Development Districts Notice of Series 2021 Special Assessments as set forth by instrument recorded in Official Records Book 5251, page 43.
19. Agreement as set forth by instrument recorded in Official Records Book 5251, page 53.
20. Collateral Assignment and Assumption of Development Rights as set forth by instrument recorded in Official Records Book 5251, page 70.
21. Declaration of Consent as set forth by instrument recorded in Official Records Book 5251, page 88.
22. Easement as set out and reserved in Official Records Book 5254, page 176.
23. This Commitment and/or the Policy to be issued hereunder, does not insure access to the insured land.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of St. Johns County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 6420 Southpoint Parkway Suite 100, Jacksonville, FL 32216; Telephone 904-633-9494.

Searched By: Susan Masdea

END OF SCHEDULE B SECTION II



EXHIBIT "A"

UNIT 9, CONSERVATION EASEMENT # 1

A CONSERVATION EASEMENT OVER A PORTION OF THE "RIVERTOWN DEVELOPMENT", AND BEING A PORTION OF THE "FRANCIS P. FATIO" GRANT, IN SECTION 44, TOWNSHIP 5 SOUTH, RANGER 26 EAST, ST. JOHNS COUNTY, FLORIDA, SAID CONSERVATION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHWESTERLY CORNER OF TRACT "C", AS SHOWN ON THE PLAT OF "ARBORS AT RIVERTOWN-PHASE THREE", AS RECORDED IN MAP BOOK 112, PAGES 67 THROUGH 80 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE NORTH 77°09'41" WEST, ALONG THE NORTHERLY BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 1,780.67 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE, THE FOLLOWING ONE HUNDRED AND TWENTY-EIGHT (128) COURSES AND DISTANCES: COURSE No. 1: RUN THENCE, NORTH 77°09'41" WEST, CONTINUING ALONG THE AFORESAID NORTHERLY BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 25.00 FEET, TO A POINT, ON THE ARC OF A CURVE LEADING SOUTHERLY; COURSE No. 2: RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 38°43'55" TO THE LEFT, AN ARC DISTANCE OF 16.90 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 06°31'17" EAST, 16.58 FEET; COURSE No. 3: RUN THENCE, SOUTH 25°53'15" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 64.03 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY; COURSE No. 4: RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 37°43'01" TO THE LEFT, AN ARC DISTANCE OF 16.46 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44°44'45" EAST, 16.16 FEET; COURSE No. 5: RUN THENCE, SOUTH 63°36'15" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 28.50 FEET, TO A POINT; COURSE No. 6: RUN THENCE, SOUTH 28°40'00" WEST, A DISTANCE OF 15.41 FEET, TO A POINT; COURSE No. 7: RUN THENCE, SOUTH 63°29'13" WEST, A DISTANCE OF 53.80 FEET, TO A POINT; COURSE No. 8: RUN THENCE, SOUTH 68°48'35" WEST, A DISTANCE OF 63.71 FEET, TO A POINT; COURSE No. 9: RUN THENCE, SOUTH 65°20'30" WEST, A DISTANCE OF 65.24 FEET, TO A POINT; COURSE No. 10: RUN THENCE, SOUTH 81°50'09" WEST, A DISTANCE OF 94.89 FEET, TO A POINT; COURSE No. 11: RUN THENCE, SOUTH 11°47'28" WEST, A DISTANCE OF 88.13 FEET, TO A POINT; COURSE No. 12: RUN THENCE, SOUTH 24°59'13" WEST, A DISTANCE OF 37.00 FEET, TO A POINT; COURSE No. 13: RUN THENCE, SOUTH 21°33'31" EAST, A DISTANCE OF 31.31 FEET, TO A POINT; COURSE No. 14: RUN THENCE, SOUTH 63°11'16" WEST, A DISTANCE OF 35.41 FEET, TO A POINT; COURSE No. 15: RUN THENCE, SOUTH 30°29'32" EAST, A DISTANCE OF 58.51 FEET, TO A POINT; COURSE No. 16: RUN THENCE, SOUTH 48°59'55" EAST, A DISTANCE OF 9.48 FEET, TO A POINT; COURSE No. 17: RUN THENCE, SOUTH 24°32'25" EAST, A DISTANCE OF 38.92 FEET, TO A POINT; COURSE No. 18: RUN THENCE, SOUTH 30°43'09" EAST, A DISTANCE OF 11.39 FEET, TO A POINT; COURSE No. 19: RUN THENCE, SOUTH 07°17'45" WEST, A DISTANCE OF 10.98 FEET, TO A POINT; COURSE No. 20: RUN THENCE, SOUTH 35°45'47" WEST, A DISTANCE OF 73.24 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHERLY; COURSE No. 21: RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 25.00', THROUGH A CENTRAL ANGLE OF 38°53'14" TO THE LEFT, AN ARC DISTANCE OF 16.97 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND

Exhibit "A" continued

DISTANCE OF SOUTH 16°19'10" WEST, 16.64 FEET; COURSE No. 22: RUN THENCE, SOUTH 03°07'27" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 23.57 FEET, TO A POINT; COURSE No. 23: RUN THENCE, SOUTH 30°27'37" WEST, A DISTANCE OF 60.66 FEET, TO A POINT; COURSE No. 24: RUN THENCE, SOUTH 59°20'51" WEST, A DISTANCE OF 51.47 FEET, TO A POINT; COURSE No. 25: RUN THENCE, SOUTH 55°21'37" WEST, A DISTANCE OF 43.19 FEET, TO A POINT; COURSE No. 26: RUN THENCE, NORTH 84°56'32" WEST, A DISTANCE OF 46.15 FEET, TO A POINT; COURSE No. 27: RUN THENCE, NORTH 45°44'35" WEST, A DISTANCE OF 109.71 FEET, TO A POINT; COURSE No. 28: RUN THENCE, SOUTH 74°31'02" WEST, A DISTANCE OF 142.05 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 29: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 16°42'57" TO THE LEFT, AN ARC DISTANCE OF 7.29 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°09'33" WEST, 7.27 FEET; COURSE No. 30: RUN THENCE, SOUTH 57°48'05" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 31.35 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING SOUTHWESTERLY; COURSE No. 31: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 11°02'35" TO THE LEFT, AN ARC DISTANCE OF 4.82 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 52°16'47" WEST, 4.81 FEET; COURSE No. 32: RUN THENCE, SOUTH 46°45'30" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 34.83 FEET, TO A POINT; COURSE No. 33: RUN THENCE, SOUTH 80°03'25" WEST, A DISTANCE OF 47.67 FEET, TO A POINT; COURSE No. 34: RUN THENCE, NORTH 01°16'02" EAST, A DISTANCE OF 66.77 FEET, TO A POINT; COURSE No. 35: RUN THENCE, SOUTH 59°24'26" WEST, A DISTANCE OF 84.96 FEET, TO A POINT; COURSE No. 36: RUN THENCE, SOUTH 24°17'51" WEST, A DISTANCE OF 42.21 FEET, TO A POINT; COURSE No. 37: RUN THENCE, NORTH 54°22'24" WEST, A DISTANCE OF 32.13 FEET, TO A POINT; COURSE No. 38: RUN THENCE, SOUTH 75°01'09" WEST, A DISTANCE OF 62.14 FEET, TO A POINT; COURSE No. 39: RUN THENCE, NORTH 76°20'27" WEST, A DISTANCE OF 20.73 FEET, TO A POINT; COURSE No. 40: RUN THENCE, NORTH 71°09'10" WEST, A DISTANCE OF 45.74 FEET, TO A POINT; COURSE No. 41: RUN THENCE, NORTH 47°30'15" WEST, A DISTANCE OF 102.07 FEET, TO A POINT; COURSE No. 42: RUN THENCE, SOUTH 35°13'42" WEST, A DISTANCE OF 63.21 FEET, TO A POINT; COURSE No. 43: RUN THENCE, SOUTH 53°22'30" WEST, A DISTANCE OF 99.95 FEET, TO A POINT; COURSE No. 44: RUN THENCE, SOUTH 13°18'59" EAST, A DISTANCE OF 57.41 FEET, TO A POINT; COURSE No. 45: RUN THENCE, SOUTH 79°16'25" EAST, A DISTANCE OF 68.88 FEET, TO A POINT; COURSE No. 46: RUN THENCE, SOUTH 52°59'07" EAST, A DISTANCE OF 141.83 FEET, TO A POINT; COURSE No. 47: RUN THENCE, SOUTH 88°09'06" EAST, A DISTANCE OF 71.80 FEET, TO A POINT; COURSE No. 48: RUN THENCE, SOUTH 56°27'12" EAST, A DISTANCE OF 57.85 FEET, TO A POINT; COURSE No. 49: RUN THENCE, SOUTH 45°17'37" EAST, A DISTANCE OF 64.58 FEET, TO A POINT; COURSE No. 50: RUN THENCE, NORTH 79°59'14" EAST, A DISTANCE OF 12.48 FEET, TO A POINT; COURSE No. 51: RUN THENCE, SOUTH 21°10'20" WEST, A DISTANCE OF 6.28 FEET, TO A POINT; COURSE No. 52: RUN THENCE, SOUTH 64°51'19" EAST, A DISTANCE OF 23.59 FEET, TO A POINT; COURSE No. 53: RUN THENCE, SOUTH 62°31'57" EAST, A DISTANCE OF 70.09 FEET, TO A POINT; COURSE No. 54: RUN THENCE, SOUTH 32°07'45" WEST, A DISTANCE OF 16.28 FEET, TO A POINT; COURSE No. 55: RUN THENCE, SOUTH 50°41'57" WEST, A DISTANCE OF 22.17 FEET, TO A POINT; COURSE No. 56: RUN THENCE, SOUTH 15°48'19" WEST, A DISTANCE OF 18.98 FEET, TO A POINT; COURSE No. 57: RUN THENCE, SOUTH 27°29'49" EAST, A DISTANCE OF 20.72 FEET, TO A POINT; COURSE No. 58: RUN THENCE, SOUTH 69°36'11" EAST, A DISTANCE OF 78.76 FEET, TO A POINT; COURSE No. 59: RUN THENCE, SOUTH 45°00'52" EAST, A DISTANCE OF 23.03 FEET, TO A POINT; COURSE No. 60: RUN THENCE, SOUTH 05°46'33" EAST, A DISTANCE OF 59.59 FEET, TO A POINT; COURSE No. 61: RUN THENCE, SOUTH 10°59'59" WEST, A DISTANCE OF 81.10 FEET, TO A POINT; COURSE No. 62: RUN THENCE, SOUTH 36°21'46" WEST, A DISTANCE OF 130.33 FEET, TO A POINT; COURSE No. 63: RUN THENCE, SOUTH 07°50'00" WEST, A DISTANCE

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ALTA Commitment (6-17-06)



Exhibit "A" continued

OF 82.77 FEET, TO A POINT; COURSE No. 64: RUN THENCE, SOUTH 47°21'54" WEST, A DISTANCE OF 215.21 FEET, TO A POINT; COURSE No. 65: RUN THENCE, SOUTH 74°29'46" WEST, A DISTANCE OF 40.42 FEET, TO A POINT; COURSE No. 66: RUN THENCE, SOUTH 66°43'41" WEST, A DISTANCE OF 57.02 FEET, TO A POINT; COURSE No. 67: RUN THENCE, SOUTH 40°08'36" WEST, A DISTANCE OF 71.82 FEET, TO A POINT; COURSE No. 68: RUN THENCE, SOUTH 71°55'30" EAST, A DISTANCE OF 27.13 FEET, TO A POINT; COURSE No. 69: RUN THENCE, NORTH 38°46'07" EAST, A DISTANCE OF 56.36 FEET, TO A POINT; COURSE No. 70: RUN THENCE, NORTH 67°59'09" EAST, A DISTANCE OF 49.27 FEET, TO A POINT; COURSE No. 71: RUN THENCE, NORTH 74°38'16" EAST, A DISTANCE OF 44.70 FEET, TO A POINT; COURSE No. 72: RUN THENCE, NORTH 47°22'06" EAST, A DISTANCE OF 104.25 FEET, TO A POINT; COURSE No. 73: RUN THENCE, NORTH 47°21'59" EAST, A DISTANCE OF 126.12 FEET, TO A POINT; COURSE No. 74: RUN THENCE, NORTH 07°16'05" EAST, A DISTANCE OF 87.36 FEET, TO A POINT; COURSE No. 75: RUN THENCE, NORTH 37°09'04" EAST, A DISTANCE OF 128.01 FEET, TO A POINT; COURSE No. 76: RUN THENCE, NORTH 10°59'44" EAST, A DISTANCE OF 90.59 FEET, TO A POINT; COURSE No. 77: RUN THENCE, NORTH 05°46'25" WEST, A DISTANCE OF 72.17 FEET, TO A POINT; COURSE No. 78: RUN THENCE, NORTH 45°00'46" WEST, A DISTANCE OF 37.61 FEET, TO A POINT; COURSE No. 79: RUN THENCE, NORTH 70°38'05" WEST, A DISTANCE OF 77.83 FEET, TO A POINT; COURSE No. 80: RUN THENCE, NORTH 52°16'44" EAST, A DISTANCE OF 51.06 FEET, TO A POINT; COURSE No. 81: RUN THENCE, NORTH 23°34'46" WEST, A DISTANCE OF 39.63 FEET, TO A POINT; COURSE No. 82: RUN THENCE, NORTH 65°09'48" WEST, A DISTANCE OF 76.01 FEET, TO A POINT; COURSE No. 83: RUN THENCE, NORTH 21°10'25" EAST, A DISTANCE OF 27.31 FEET, TO A POINT; COURSE No. 84: RUN THENCE, SOUTH 79°59'23" WEST, A DISTANCE OF 43.90 FEET, TO A POINT; COURSE No. 85: RUN THENCE, NORTH 45°17'18" WEST, A DISTANCE OF 52.60 FEET, TO A POINT; COURSE No. 86: RUN THENCE, NORTH 56°12'33" WEST, A DISTANCE OF 68.83 FEET, TO A POINT; COURSE No. 87: RUN THENCE, NORTH 88°09'05" WEST, A DISTANCE OF 70.96 FEET, TO A POINT; COURSE No. 88: RUN THENCE, NORTH 52°58'54" WEST, A DISTANCE OF 139.73 FEET, TO A POINT; COURSE No. 89: RUN THENCE, NORTH 79°02'19" WEST, A DISTANCE OF 58.60 FEET, TO A POINT; COURSE No. 90: RUN THENCE, NORTH 13°18'50" WEST, A DISTANCE OF 24.47 FEET, TO A POINT; COURSE No. 91: RUN THENCE, NORTH 53°22'37" EAST, A DISTANCE OF 87.49 FEET, TO A POINT; COURSE No. 92: RUN THENCE, NORTH 35°13'54" EAST, A DISTANCE OF 38.81 FEET, TO A POINT; COURSE No. 93: RUN THENCE, SOUTH 47°30'08" EAST, A DISTANCE OF 78.91 FEET, TO A POINT; COURSE No. 94: RUN THENCE, SOUTH 70°58'01" EAST, A DISTANCE OF 50.37 FEET, TO A POINT; COURSE No. 95: RUN THENCE, SOUTH 76°20'41" EAST, A DISTANCE OF 29.98 FEET, TO A POINT; COURSE No. 96: RUN THENCE, NORTH 75°01'22" EAST, A DISTANCE OF 56.69 FEET, TO A POINT; COURSE No. 97: RUN THENCE, SOUTH 54°22'21" EAST, A DISTANCE OF 50.81 FEET, TO A POINT; COURSE No. 98: RUN THENCE, NORTH 24°18'02" EAST, A DISTANCE OF 64.80 FEET, TO A POINT; COURSE No. 99: RUN THENCE, NORTH 59°24'36" EAST, A DISTANCE OF 32.08 FEET, TO A POINT; COURSE No. 100: RUN THENCE, SOUTH 01°16'12" WEST, A DISTANCE OF 52.23 FEET, TO A POINT; COURSE No. 101: RUN THENCE, NORTH 80°03'35" EAST, A DISTANCE OF 85.58 FEET, TO A POINT; COURSE No. 102: RUN THENCE, NORTH 46°45'41" EAST, A DISTANCE OF 42.30 FEET, TO A POINT; COURSE No. 103: RUN THENCE, NORTH 57°48'14" EAST, A DISTANCE OF 31.34 FEET, TO A POINT; COURSE No. 104: RUN THENCE, NORTH 74°21'38" EAST, A DISTANCE OF 126.96 FEET, TO A POINT; COURSE No. 105: RUN THENCE, SOUTH 45°56'35" EAST, A DISTANCE OF 104.82 FEET, TO A POINT; COURSE No. 106: RUN THENCE, SOUTH 84°56'21" EAST, A DISTANCE OF 64.18 FEET, TO A POINT; COURSE No. 107: RUN THENCE, NORTH 55°21'46" EAST, A DISTANCE OF 52.21 FEET, TO A POINT; COURSE No. 108: RUN THENCE, NORTH 59°25'12" EAST, A DISTANCE OF 56.15 FEET, TO A POINT; COURSE No. 109: RUN THENCE, NORTH 30°27'46" EAST, A DISTANCE OF 74.66 FEET, TO A POINT; COURSE No. 110: RUN THENCE, NORTH 03°07'17" WEST, A DISTANCE OF 31.12 FEET, TO A POINT; COURSE No. 111: RUN THENCE, NORTH 36°12'08" EAST, A DISTANCE OF 79.28 FEET, TO A POINT; COURSE No. 112: RUN THENCE, NORTH 06°02'46" EAST, A DISTANCE OF 26.97 FEET, TO A POINT; COURSE No. 113: RUN THENCE, NORTH 31°41'44" WEST, A DISTANCE OF 13.95 FEET, TO A POINT; COURSE No. 114: RUN THENCE,

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Exhibit "A" continued

NORTH 24°58'08" WEST, A DISTANCE OF 47.16 FEET, TO A POINT; COURSE No. 115: RUN THENCE, NORTH 49°00'03" WEST, A DISTANCE OF 10.83 FEET, TO A POINT; COURSE No. 116: RUN THENCE, NORTH 30°30'17" WEST, A DISTANCE OF 27.77 FEET, TO A POINT; COURSE No. 117: RUN THENCE, NORTH 63°11'23" EAST, A DISTANCE OF 29.24 FEET, TO A POINT; COURSE No. 118: RUN THENCE, NORTH 15°27'28" WEST, A DISTANCE OF 24.45 FEET, TO A POINT; COURSE No. 119: RUN THENCE, NORTH 22°05'26" WEST, A DISTANCE OF 19.36 FEET, TO A POINT; COURSE No. 120: RUN THENCE, NORTH 24°59'31" EAST, A DISTANCE OF 29.00 FEET, TO A POINT; COURSE No. 121: RUN THENCE, NORTH 11°47'35" EAST, A DISTANCE OF 73.56 FEET, TO A POINT; COURSE No. 122: RUN THENCE, NORTH 81°53'35" EAST, A DISTANCE OF 80.93 FEET, TO A POINT; COURSE No. 123: RUN THENCE, NORTH 65°18'12" EAST, A DISTANCE OF 67.39 FEET, TO A POINT; COURSE No. 124: RUN THENCE, NORTH 68°48'45" EAST, A DISTANCE OF 64.87 FEET, TO A POINT; COURSE No. 125: RUN THENCE, NORTH 63°29'23" EAST, A DISTANCE OF 62.80 FEET, TO A POINT; COURSE No. 126: RUN THENCE, NORTH 28°40'09" EAST, A DISTANCE OF 49.26 FEET, TO A POINT; COURSE No. 127: RUN THENCE, NORTH 63°36'13" WEST, A DISTANCE OF 54.51 FEET, TO A POINT; COURSE No. 128: RUN THENCE, NORTH 25°39'21" WEST, A DISTANCE OF 63.99 FEET, TO A POINT, ON THE AFORESAID NORTHERLY BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING.

UNIT 9, CONSERVATION EASEMENT # 2

A CONSERVATION EASEMENT OVER A PORTION OF THE "RIVERTOWN DEVELOPMENT", AND BEING A PORTION OF THE "FRANCIS P. FATIO" GRANT, IN SECTION 44, TOWNSHIP 5 SOUTH, RANGER 26 EAST, ST. JOHNS COUNTY, FLORIDA, SAID CONSERVATION EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHWESTERLY CORNER OF TRACT "C", AS SHOWN ON THE PLAT OF "ARBORS AT RIVERTOWN-PHASE THREE", AS RECORDED IN MAP BOOK 112, PAGES 67 THROUGH 80 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE NORTH 77°09'41" WEST, ALONG THE NORTHERLY BOUNDARY OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 2,916.55 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN THENCE, THE FOLLOWING ONE HUNDRED AND FIFTEEN (115) COURSES AND DISTANCES: COURSE No. 1: RUN THENCE, SOUTH 30°30'53" WEST, DEPARTING FROM THE AFORESAID NORTHERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 37.59 FEET, TO A POINT; COURSE No. 2: RUN THENCE, SOUTH 09°22'23" WEST, A DISTANCE OF 31.49 FEET, TO A POINT; COURSE No. 3: RUN THENCE, SOUTH 00°11'51" WEST, A DISTANCE OF 48.09 FEET, TO A POINT; COURSE No. 4: RUN THENCE, SOUTH 66°41'08" WEST, A DISTANCE OF 83.23 FEET, TO A POINT; COURSE No. 5: RUN THENCE, SOUTH 25°31'29" EAST, A DISTANCE OF 11.39 FEET, TO A POINT; COURSE No. 6: RUN THENCE, SOUTH 29°29'37" WEST, A DISTANCE OF 40.96 FEET, TO A POINT; COURSE No. 7: RUN THENCE, SOUTH 30°54'53" WEST, A DISTANCE OF 46.07 FEET, TO A POINT; COURSE No. 8: RUN THENCE, NORTH 77°50'53" WEST, A DISTANCE OF 51.35 FEET, TO A POINT; COURSE No. 9: RUN THENCE, SOUTH 18°54'09" WEST, A DISTANCE OF 10.60 FEET, TO A POINT; COURSE No. 10: RUN THENCE, SOUTH 43°31'36" EAST, A DISTANCE OF 21.00 FEET, TO A POINT; COURSE No. 11: RUN THENCE, SOUTH 53°44'12" EAST, A DISTANCE OF 47.22 FEET, TO A POINT; COURSE No. 12: RUN THENCE, SOUTH 68°20'17" EAST, A DISTANCE OF 23.02 FEET, TO A POINT; COURSE No. 13: RUN THENCE, SOUTH 19°31'24" EAST, A DISTANCE OF 9.03

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ALTA Commitment (6-17-06)



Exhibit "A" continued

FEET, TO A POINT; COURSE No. 14: RUN THENCE, SOUTH 52°40'34" EAST, A DISTANCE OF 2.82 FEET, TO A POINT; COURSE No. 15: RUN THENCE, SOUTH 58°12'30" EAST, A DISTANCE OF 18.72 FEET, TO A POINT; COURSE No. 16: RUN THENCE, SOUTH 79°33'24" EAST, A DISTANCE OF 48.34 FEET, TO A POINT; COURSE No. 17: RUN THENCE, NORTH 85°40'25" EAST, A DISTANCE OF 12.58 FEET, TO A POINT; COURSE No. 18: RUN THENCE, SOUTH 67°55'09" EAST, A DISTANCE OF 21.95 FEET, TO A POINT; COURSE No. 19: RUN THENCE, SOUTH 66°06'52" EAST, A DISTANCE OF 32.50 FEET, TO A POINT; COURSE No. 20: RUN THENCE, SOUTH 14°13'04" EAST, A DISTANCE OF 20.08 FEET, TO A POINT; COURSE No. 21: RUN THENCE, SOUTH 18°55'11" EAST, A DISTANCE OF 36.37 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING SOUTHERLY; COURSE No. 22: RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE WESTERLY, AND HAVING A RADIUS OF 10.00, THROUGH A CENTRAL ANGLE OF 36°31'05" TO THE RIGHT, AN ARC DISTANCE OF 6.37 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°39'38" EAST, 6.27 FEET; COURSE No. 23: RUN THENCE, SOUTH 17°35'54" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 25.66 FEET, TO A POINT; COURSE No. 24: RUN THENCE, SOUTH 34°45'23" EAST, A DISTANCE OF 113.13 FEET, TO A POINT; COURSE No. 25: RUN THENCE, SOUTH 03°43'43" WEST, A DISTANCE OF 57.94 FEET, TO A POINT; COURSE No. 26: RUN THENCE, SOUTH 25°50'06" WEST, A DISTANCE OF 55.43 FEET, TO A POINT; COURSE No. 27: RUN THENCE, SOUTH 53°42'48" WEST, A DISTANCE OF 49.04 FEET, TO A POINT; COURSE No. 28: RUN THENCE, SOUTH 85°29'42" WEST, A DISTANCE OF 77.85 FEET, TO A POINT; COURSE No. 29: RUN THENCE, NORTH 59°17'41" WEST, A DISTANCE OF 24.54 FEET, TO A POINT; COURSE No. 30: RUN THENCE, NORTH 63°36'28" WEST, A DISTANCE OF 17.56 FEET, TO A POINT; COURSE No. 31: RUN THENCE, NORTH 48°22'28" WEST, A DISTANCE OF 46.44 FEET, TO A POINT; COURSE No. 32: RUN THENCE, NORTH 70°57'23" WEST, A DISTANCE OF 40.62 FEET, TO A POINT; COURSE No. 33: RUN THENCE, NORTH 88°49'59" WEST, A DISTANCE OF 53.05 FEET, TO A POINT; COURSE No. 34: RUN THENCE, NORTH 74°04'07" WEST, A DISTANCE OF 18.30 FEET, TO A POINT; COURSE No. 35: RUN THENCE, NORTH 71°25'19" WEST, A DISTANCE OF 37.84 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING WESTERLY; COURSE No. 36: RUN THENCE WESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 25.00, THROUGH A CENTRAL ANGLE OF 28°52'02" TO THE LEFT, HAVING AN ARC DISTANCE OF 12.60 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°51'20" WEST, 12.46 FEET; COURSE No. 37: RUN THENCE, SOUTH 79°42'39" WEST, ALONG LAST SAID TANGENCY, A DISTANCE OF 55.14 FEET, TO A POINT; COURSE No. 38: RUN THENCE, NORTH 60°05'36" WEST, A DISTANCE OF 19.76 FEET, TO A POINT; COURSE No. 39: RUN THENCE, NORTH 48°04'16" WEST, A DISTANCE OF 25.22 FEET, TO A POINT; COURSE No. 40: RUN THENCE, NORTH 65°41'38" WEST, A DISTANCE OF 8.90 FEET, TO A POINT; COURSE No. 41: RUN THENCE, NORTH 10°05'12" WEST, A DISTANCE OF 22.81 FEET, TO A POINT; COURSE No. 42: RUN THENCE, NORTH 76°40'26" WEST, A DISTANCE OF 28.77 FEET, TO A POINT; COURSE No. 43: RUN THENCE, SOUTH 82°34'38" WEST, A DISTANCE OF 29.90 FEET, TO A POINT; COURSE No. 44: RUN THENCE, SOUTH 60°25'56" WEST, A DISTANCE OF 46.48 FEET, TO A POINT; COURSE No. 45: RUN THENCE, SOUTH 69°08'19" WEST, A DISTANCE OF 51.47 FEET, TO A POINT; COURSE No. 46: RUN THENCE, SOUTH 88°10'43" WEST, A DISTANCE OF 39.90 FEET, TO A POINT; COURSE No. 47: RUN THENCE, SOUTH 50°57'47" WEST, A DISTANCE OF 68.59 FEET, TO A POINT; COURSE No. 48: RUN THENCE, SOUTH 52°53'57" WEST, A DISTANCE OF 42.56 FEET, TO A POINT; COURSE No. 49: RUN THENCE, SOUTH 26°46'03" WEST, A DISTANCE OF 71.65 FEET, TO A POINT; COURSE No. 50: RUN THENCE, SOUTH 35°21'47" WEST, A DISTANCE OF 43.10 FEET, TO A POINT; COURSE No. 51: RUN THENCE, SOUTH 28°26'03" WEST, A DISTANCE OF 42.29 FEET, TO A POINT; COURSE No. 52: RUN THENCE, SOUTH 14°19'23" WEST, A DISTANCE OF 36.01 FEET, TO A POINT; COURSE No. 53: RUN THENCE, SOUTH 21°18'08" WEST, A DISTANCE OF 51.79 FEET, TO A POINT; COURSE No. 54: RUN THENCE, SOUTH 34°45'53" WEST, A DISTANCE OF 7.90 FEET, TO A POINT; COURSE No. 55: RUN THENCE, SOUTH 56°57'37" WEST, A DISTANCE OF 64.72 FEET, TO A POINT; COURSE No. 56: RUN THENCE, SOUTH 47°04'37" WEST, A DISTANCE OF 55.49 FEET, TO A POINT; COURSE No. 57: RUN THENCE, SOUTH 45°48'28" WEST, A DISTANCE OF 136.17 FEET, TO A

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Exhibit "A" continued

POINT; COURSE No. 58: RUN THENCE, SOUTH 64°58'49" WEST, A DISTANCE OF 88.85 FEET, TO A POINT; COURSE No. 59: RUN THENCE, NORTH 79°39'16" WEST, A DISTANCE OF 13.43 FEET, TO A POINT; COURSE No. 60: RUN THENCE, NORTH 42°53'51" WEST, A DISTANCE OF 36.61 FEET, TO A POINT; COURSE No. 61: RUN THENCE, SOUTH 81°25'29" EAST, A DISTANCE OF 34.36 FEET, TO A POINT; COURSE No. 62: RUN THENCE, NORTH 64°18'35" EAST, A DISTANCE OF 78.41 FEET, TO A POINT; COURSE No. 63: RUN THENCE, NORTH 45°34'45" EAST, A DISTANCE OF 132.14 FEET, TO A POINT; COURSE No. 64: RUN THENCE, NORTH 47°04'39" EAST, A DISTANCE OF 58.35 FEET, TO A POINT; COURSE No. 65: RUN THENCE, NORTH 58°38'36" EAST, A DISTANCE OF 59.32 FEET, TO A POINT; COURSE No. 66: RUN THENCE, NORTH 21°24'06" EAST, A DISTANCE OF 50.09 FEET, TO A POINT; COURSE No. 67: RUN THENCE, NORTH 14°12'26" EAST, A DISTANCE OF 37.69 FEET, TO A POINT; COURSE No. 68: RUN THENCE, NORTH 28°26'04" EAST, A DISTANCE OF 46.96 FEET, TO A POINT; COURSE No. 69: RUN THENCE, NORTH 35°29'55" EAST, A DISTANCE OF 42.97 FEET, TO A POINT; COURSE No. 70: RUN THENCE, NORTH 26°39'20" EAST, A DISTANCE OF 75.31 FEET, TO A POINT; COURSE No. 71: RUN THENCE, NORTH 51°42'31" EAST, A DISTANCE OF 124.53 FEET, TO A POINT; COURSE No. 723: RUN THENCE, NORTH 88°10'46" EAST, A DISTANCE OF 44.13 FEET, TO A POINT; COURSE No. 73: RUN THENCE, NORTH 69°08'18" EAST, A DISTANCE OF 45.38 FEET, TO A POINT; COURSE No. 74: RUN THENCE, NORTH 60°25'55" EAST, A DISTANCE OF 49.47 FEET, TO A POINT; COURSE No. 75: RUN THENCE, NORTH 82°34'43" EAST, A DISTANCE OF 39.36 FEET, TO A POINT; COURSE No. 76: RUN THENCE, SOUTH 76°40'27" EAST, A DISTANCE OF 49.77 FEET, TO A POINT; COURSE No. 77: RUN THENCE, SOUTH 10°05'15" EAST, A DISTANCE OF 26.04 FEET, TO A POINT; COURSE No. 78: RUN THENCE, SOUTH 65°41'39" EAST, A DISTANCE OF 5.56 FEET, TO A POINT; COURSE No. 79: RUN THENCE, SOUTH 50°33'41" EAST, A DISTANCE OF 29.72 FEET, TO A POINT; COURSE No. 80: RUN THENCE, NORTH 80°23'52" EAST, A DISTANCE OF 52.73 FEET, TO A POINT; COURSE No. 81: RUN THENCE, SOUTH 79°21'38" EAST, A DISTANCE OF 19.09 FEET, TO A POINT; COURSE No. 82: RUN THENCE, SOUTH 72°11'52" EAST, A DISTANCE OF 49.15 FEET, TO A POINT; COURSE No. 83: RUN THENCE, SOUTH 88°53'48" EAST, A DISTANCE OF 53.57 FEET, TO A POINT; COURSE No. 84: RUN THENCE, SOUTH 70°57'23" EAST, A DISTANCE OF 50.31 FEET, TO A POINT; COURSE No. 85: RUN THENCE, SOUTH 49°20'57" EAST, A DISTANCE OF 46.81 FEET, TO A POINT; COURSE No. 86: RUN THENCE, SOUTH 59°17'43" EAST, A DISTANCE OF 33.22 FEET, TO A POINT; COURSE No. 87: RUN THENCE, NORTH 85°29'42" EAST, A DISTANCE OF 62.80 FEET, TO A POINT; COURSE No. 88: RUN THENCE, NORTH 53°42'48" EAST, A DISTANCE OF 35.72 FEET, TO A POINT; COURSE No. 89: RUN THENCE, NORTH 25°50'06" EAST, A DISTANCE OF 44.34 FEET, TO A POINT; COURSE No. 90: RUN THENCE, NORTH 03°43'43" EAST, A DISTANCE OF 44.43 FEET, TO A POINT; COURSE No. 91: RUN THENCE, NORTH 35°04'52" WEST, A DISTANCE OF 116.15 FEET, TO A POINT; COURSE No. 92: RUN THENCE, NORTH 17°35'53" EAST, A DISTANCE OF 33.76 FEET, TO A POINT; COURSE No. 93: RUN THENCE, NORTH 17°36'38" WEST, A DISTANCE OF 41.11 FEET, TO A POINT; COURSE No. 94: RUN THENCE, NORTH 65°57'42" WEST, A DISTANCE OF 20.31 FEET, TO A POINT; COURSE No. 95: RUN THENCE, NORTH 67°55'09" WEST, A DISTANCE OF 15.66 FEET, TO A POINT; COURSE No. 96: RUN THENCE, SOUTH 85°40'20" WEST, A DISTANCE OF 9.05 FEET, TO A POINT; COURSE No. 97: RUN THENCE, NORTH 85°01'08" WEST, A DISTANCE OF 2.41 FEET, TO A POINT; COURSE No. 98: RUN THENCE, NORTH 79°33'22" WEST, A DISTANCE OF 26.91 FEET, TO A POINT; COURSE No. 99: RUN THENCE, NORTH 79°33'24" WEST, A DISTANCE OF 28.02 FEET, TO A POINT; COURSE No. 100: RUN THENCE, NORTH 62°00'06" WEST, A DISTANCE OF 14.18 FEET, TO A POINT; COURSE No. 101: RUN THENCE, NORTH 52°40'40" WEST, A DISTANCE OF 21.85 FEET, TO A POINT; COURSE No. 102: RUN THENCE, NORTH 19°31'22" WEST, A DISTANCE OF 5.13 FEET, TO A POINT; COURSE No. 103: RUN THENCE, NORTH 68°20'16" WEST, A DISTANCE OF 14.88 FEET, TO A POINT; COURSE No. 104: RUN THENCE, NORTH 53°44'12" WEST, A DISTANCE OF 52.66 FEET, TO A POINT; COURSE No. 105: RUN THENCE, NORTH 43°31'37" WEST, A DISTANCE OF 38.38 FEET, TO A POINT; COURSE No. 106: RUN THENCE, NORTH 19°02'55" EAST, A DISTANCE OF 51.31 FEET, TO A POINT; COURSE No. 107: RUN THENCE, SOUTH 69°49'04" EAST, A DISTANCE OF 24.20 FEET, TO A POINT; COURSE No. 108: RUN THENCE, SOUTH 77°55'59" EAST, A DISTANCE OF 31.16 FEET, TO A POINT; COURSE

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Exhibit "A" continued

No. 109: RUN THENCE, NORTH 30°12'27" EAST, A DISTANCE OF 55.51 FEET, TO A POINT;
COURSE No. 110: RUN THENCE, NORTH 25°31'30" WEST, A DISTANCE OF 24.39 FEET, TO A
POINT; COURSE No. 111: RUN THENCE, NORTH 66°41'50" EAST, A DISTANCE OF 92.83 FEET, TO
A POINT; COURSE No. 112: RUN THENCE, NORTH 00°11'52" EAST, A DISTANCE OF 33.66 FEET,
TO A POINT; COURSE No. 113: RUN THENCE, NORTH 09°32'44" EAST, A DISTANCE OF 38.48
FEET, TO A POINT; COURSE No. 114: RUN THENCE, NORTH 30°30'53" EAST, A DISTANCE OF
33.96 FEET, TO A POINT, ON THE AFORESAID NORTHERLY BOUNDARY LINE OF THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD),
OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 37.59 FEET, TO
A POINT; COURSE No. 115: RUN THENCE, SOUTH 77°09'41" EAST, ALONG THE AFORESAID
NORTHERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL
RECORDS BOOK 3863, PAGE 1614 (RIVERTOWN PUD), OF THE PUBLIC RECORDS OF SAID ST.
JOHNS COUNTY, FLORIDA, A DISTANCE OF 26.24 FEET, TO A POINT, SAID POINT BEING THE
POINT OF BEGINNING.

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ALTA Commitment (6-17-06)



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 26th day of April, 2021, by and between **Mattamy Jacksonville LLC**, a Delaware 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 and construction purposes over, upon and across the Property conveyed hereby, together with the rights to install, plant, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping and related aesthetic features, and the right to construct, maintain, repair and replace and improve amenity facilities and associated any improvements now or hereafter located on the Property including, but not limited to, clubhouses, playgrounds, recreational fields, lighting, sidewalks, trails, and related ancillary and supporting 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. Grantor covenants that any improvements developed by Grantor on the Property hereunder shall be constructed in a good and workmanlike manner in accordance with plans therefor which have been reviewed and approved by Grantee (whose approval thereof will not be unreasonably withheld, conditioned, or delayed) and only after all required permits and approvals have

been duly obtained by Grantor, which permits and approvals Grantor shall keep in full force in effect until any required certificate of occupancy or similar approval has been issued by all applicable permitting agencies. Grantor further covenants that all such construction upon the Property which Grantor may elect to undertake hereunder shall be at Grantor's sole cost and expense and by its exercise of any rights under this easement Grantor agrees to indemnify and hold Grantee and the Property harmless from and against any liens, costs, expenses, claims, damages, suits, judgments, proceedings, or the like arising from or on account of Grantor's construction activities.

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: M-3
 Name: Naveed Zaerradeh
 Title: Land Analyst

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

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

By: Cfm
 Name: Chanel Miller
 Title: Sales Coordinator

By: Cliff Nelson
 Name: Cliff Nelson
 Title: V.P.

STATE OF FLORIDA
 COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of April, 2021, by Cliff Nelson, as VP of Calben (Florida) Corporation, a Florida corporation, as Manager of Mattamy Florida, LLC, a Delaware limited liability company, as Manager of Mattamy Jacksonville LLC, a Delaware limited liability company, on behalf of the company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

R. Burden
 NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
 (Name of Notary Public, Printed, Stamped or
 Typed as Commissioned)

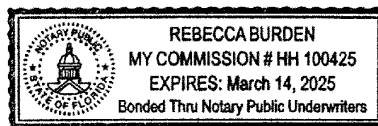


EXHIBIT A
Legal Description

PARCEL 31
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 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 $01^{\circ}54'25''$ TO THE LEFT, AN ARC DISTANCE OF 97.01 FEET, TO A POINT ON THE PROPOSED ROUND-A-BOUNT IN STATE ROAD No. 13 NORTH, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $49^{\circ}07'51''$ WEST, 97.01 FEET; RUN THENCE, ALONG THE PROPOSED RIGHT-OF-WAY LINE OF THE ROUND-A-BOUNT 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 $12^{\circ}42'52''$ 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 $49^{\circ}34'31''$ WEST, 217.02 FEET;

COURSE No. 2: RUN THENCE, NORTH $55^{\circ}55'57''$ 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 $88^{\circ}12'53''$ 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 $11^{\circ}49'30''$ WEST, 150.34 FEET;

COURSE No. 2: RUN THENCE, NORTH $32^{\circ}16'56''$ 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 NORTHWESTERLY, AND HAVING A RADIUS OF 1,050.00 FEET, THROUGH A CENTRAL ANGLE OF $11^{\circ}12'25''$ 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 $26^{\circ}40'44''$ EAST, 205.05 FEET;

COURSE No. 4: RUN THENCE, NORTH $21^{\circ}04'31''$ 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 $86^{\circ}59'59''$ 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 $64^{\circ}34'31''$ EAST, 34.42 FEET RUN THENCE, SOUTH $71^{\circ}55'30''$ 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.

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 FOURTY-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°47'31" WEST, A DISTANCE OF 73.15 FEET, TO A POINT;

COURSE No. 5: RUN THENCE, SOUTH 24°59'04" WEST, A DISTANCE OF 33.28 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, SOUTH 81°03'40" WEST, A DISTANCE OF 28.15 FEET, TO A POINT OF CURVATURE, OF A CURVE LEADING SOUTHERLY;

COURSE No. 17: RUN THENCE, SOUTHERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE EASTERLY, AND HAVING A RADIUS OF 153.62 FEET, THROUGH A CENTRAL ANGLE OF 28°03'37" 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°29'32" 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 46°36'06" 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 SOUTHEASTERLY, AND HAVING A RADIUS OF 108.00 FEET, THROUGH A CENTRAL ANGLE OF 17°45'35" 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°35'05" 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 93°16'22" TO THE RIGHT, AN ARC DISTANCE OF 115.13 FEET, TO THE POINT OF TANGENCY, OF A NON-TANGENTIAL LINE, 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 SAID NON-TANGENTIAL LINE, A DISTANCE OF 19.67 FEET, TO A POINT;

COURSE No. 22: RUN THENCE, NORTH 36°03'52" WEST, 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 SOUTHERLY, AND HAVING A RADIUS OF 48.01 FEET, THROUGH A CENTRAL ANGLE OF 134°08'47" 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 58°33'37" TO THE RIGHT, AN ARC DISTANCE OF 45.58 FEET, TO THE POINT 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 SOUTHEASTERLY, AND HAVING A RADIUS OF 86.49 FEET, THROUGH A CENTRAL ANGLE OF 59°09'37" TO THE LEFT, AN ARC DISTANCE OF 89.30 FEET, TO THE POINT OF CURVATURE, OF A NON-TANGENTIAL CURVE LEADING NORTHWESTERLY, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°56'00" WEST, 85.39 FEET;

COURSE No. 26: RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 24.80 FEET, THROUGH A CENTRAL ANGLE OF 65°25'44" 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 114°03'06" 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 SOUTHEASTERLY, AND HAVING A RADIUS OF 60.77 FEET, THROUGH A CENTRAL ANGLE OF 80°40'42" 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 SOUTHERLY, AND HAVING A RADIUS OF 49.60 FEET, THROUGH A CENTRAL ANGLE OF $57^{\circ}13'25''$ 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 $86^{\circ}13'22''$ WEST, 47.50 FEET;

COURSE No. 32: RUN THENCE, NORTH $79^{\circ}17'13''$ 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 $17^{\circ}31'09''$ 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 $56^{\circ}09'32''$ WEST, 44.81 FEET;

COURSE No. 34: RUN THENCE, NORTHWESTERLY, ALONG AND AROUND THE ARC OF A NON-RADIAL CURVE, AND BEING CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 124.14 FEET, THROUGH A CENTRAL ANGLE OF $33^{\circ}21'36''$ 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 $48^{\circ}14'19''$ WEST, 71.27 FEET;

COURSE No. 35: RUN THENCE, SOUTHWESTERLY, ALONG AND AROUND THE ARC OF A NON-RADIAL CURVE, AND HAVING A RADIUS OF 50.24 FEET, THROUGH A CENTRAL ANGLE OF $135^{\circ}45'53''$ 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 $67^{\circ}05'17''$ WEST, 93.09 FEET;

COURSE No. 36: RUN THENCE, SOUTH $19^{\circ}57'17''$ WEST, ALONG SAID NON-TANGENTIAL LINE, A DISTANCE OF 19.73 FEET, TO A POINT;

COURSE No. 37: RUN THENCE, SOUTH $30^{\circ}27'56''$ 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 196.21 FEET, THROUGH A CENTRAL ANGLE OF $11^{\circ}38'40''$ 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 $42^{\circ}03'20''$ WEST, 39.81 FEET;

COURSE No. 39: RUN THENCE, SOUTH $09^{\circ}11'46''$ WEST, ALONG LAST SAID NON-TANGENTIAL LINE, A DISTANCE OF 28.73 FEET;

COURSE No. 40: RUN THENCE, SOUTH $53^{\circ}22'32''$ WEST, A DISTANCE OF 2.79 FEET, TO A POINT;

COURSE No. 41: RUN THENCE, SOUTH $13^{\circ}19'00''$ EAST, A DISTANCE OF 24.47 FEET, TO A POINT;

COURSE No. 42: RUN THENCE, SOUTH $18^{\circ}29'57''$ 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 43°43'28" 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°39'14" EAST, A DISTANCE OF 57.56 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 65.21 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 72°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 51.72 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" WEST, A DISTANCE OF 56.63 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: RUN THENCE, NORTH 04°21'52" EAST, A DISTANCE OF 60.09 FEET, TO A POINT;

COURSE No. 42: RUN THENCE, NORTH 21°58'04" EAST, A DISTANCE OF 51.77 FEET, TO A POINT;

COURSE No. 43: RUN THENCE NORTH 00°00'01" EAST, A DISTANCE OF 69.69 FEET, TO A POINT;

COURSE No. 44: RUN THENCE, NORTH 55°18'52" EAST A DISTANCE OF 61.23 FEET, TO A POINT;

COURSE No. 45: RUN THENCE, NORTH 13°25'14" EAST, A DISTANCE OF 33.24 FEET, TO A POINT;

COURSE No. 46: RUN THENCE, SOUTH 76°35'21" EAST, A DISTANCE OF 67.38 FEET, TO A POINT;

COURSE No. 47: RUN THENCE, SOUTH 12°08'01" WEST, A DISTANCE OF 57.13 FEET, TO A POINT;

COURSE No. 48: RUN THENCE, SOUTH 85°00'54" EAST, A DISTANCE OF 51.61 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING SOUTHEASTERLY;

COURSE No. 49: RUN THENCE, SOUTHEASTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE SOUTHWESTERLY, AND HAVING A RADIUS OF 710.00 FEET, THROUGH A CENTRAL ANGLE OF 25°47'23" TO THE RIGHT, AN ARC DISTANCE OF 319.58 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 72°07'13" EAST, 316.89 FEET;

COURSE No. 50: RUN THENCE, SOUTH 59°13'31" EAST, ALONG LAST SAID TANGENCY, A DISTANCE OF 287.25 FEET, TO THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 1,028,994 SQUARE FEET OR 23.62 ACRES, MORE OR LESS, IN AREA.

SEVENTH ORDER OF BUSINESS

RIVERTOWN

Gym Equipment Request for Funds

Date of request: 11/16/22

Submitted by: Johnathan Perry

Replacement:

Below you will find a break down of leasing options for new gym equipment for consideration. These are in order from least to greatest, price wise.

SofitCo – they use Life Fitness Products and Nautilus Instinct

- Option for leasing would be a financing amount of **\$114,711.45** (\$1 out, 1st and last upfront).
 - 36 months @ \$3,642.40 per month
 - 48 months @ \$2,849.20 per month
- Equipment lead time:
 - Cardio is 4-6 weeks out
 - Strength is 6-8 weeks out
 - Both are initiated once deposit is received.
- Warranty:
 - Included in proposal specific to units.
- Will purchase existing equipment for \$3,500 and is included in the price quote.
- FLOORING :: **\$5,861 buyout** :: \$210 per month for 36 months for leasing option.

Commercial Fitness – they use Matrix equipment.

- Leasing option total cost would be **\$121,803.01**. \$1 buy out at end of the lease. These numbers are relative and are an estimate of.
 - 36-month @ \$3,763.71 per month
 - 48-month @ \$2,935.45 per month
 - 60-month @ \$2,399.52 per month
- Will purchase existing equipment for \$6,000 and is included in price quote
- Lead time for equipment
 - Cardio 5 weeks
 - Strength 8 weeks
 - Combine 8 weeks
 - Other product lead times 4-6 weeks
- Warranty
 - Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel

Assembly - 3 Years. Service provided by factory-trained & authorized Matrix Service Providers.

- Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty: Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr. Matrix Strength (G1 Strength): Warranty: Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Grips - 90 Days
- Circle Fitness Cardio of 3 yrs parts and 1 yr labor. InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.
- BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts. 1 Year - Labor BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor BodyCraft SPX Spin Bike: 10 Year Frame, 3 Year Parts, 1 Year Wear Items, 90 Days Labor
- FLOORING :: \$10,270.22. removal of existing carpet and flooring is included in this price as per the rep.

Techno Gym

- Leasing option total cost would be \$189,376.20 you can do it one of two ways, both option the total cost is the same.
 - One Dollar leasing option: Means at the end of the lease term, Lessee may own the equipment for \$1
 - 36-month @ \$6,199.00 per month
 - 48-month @ \$4,826.00 per month
 - 60-month @ \$4,004.00 per month
 - Fair market value option: At the end of the lease term, Lessee may (1) return the lease equipment with no further obligation, (2) return the leased equipment & acquire new equipment under a new operating lease, (3) purchase the equipment for the then Fair Market Value, or (4) finance the Fair Market Value purchase option for an additional term
 - 36-month option \$5,623.00
 - 48-months option \$4,479.00
 - 60 months option \$3,791.00
- Lead time for equipment is 9 weeks.
- Equipment would also require a software agreement that would cost \$45.15 per month.
 - GENERAL REQUIREMENTS
 - 1. Use a dedicated Internet connection for the Technogym equipment.
 - 2. Connect Technogym equipment preferably by wire where possible
 - 3. Do not use proxy servers to connect Technogym equipment.
 - 4. Use DHCP method for IP address assignment where possible.
 - 5. Install the Wi-Fi access point in the same room of the equipment.

- 6. Do not disable the DNS name list provided by Technogym.

- Limited Warranty:

- All TECHNOGYM® Products are sold with a Limited Warranty Policy. Any Technogym warranty is voided by misuse, accident, modification, unsuitable physical or operating environment, improper installation or maintenance, removal or alteration of any Product or parts identification label, or any failure caused by a product for which Technogym is not responsible. Each Limited Warranty shall be effective only to the original Customer and is nontransferable and is the sole warranty made by Technogym with respect to the Products purchased or provided to Customer and is in lieu of all other warranties by Technogym, express or implied. See Warranty terms for more details.

- FLOORING: *PLEASE NOTE: INSTALL DOES NOT INCLUDE FLOOR PREP, PATCHING, SANDING, 1/4" MOLDING OR BASEBOARDS IF NEEDED, IF THERE ARE EXISTING BASEBOARDS, SPECIALIZED WILL BE BUTTING UP TO THEM. THE CUSTOMER MUST PROVIDE AN ONSITE DUMPSTER. CURRENT LEAD TIME: 3-4 WEEKS TO PRODUCE + 3-4 BUSINESS DAYS IN TRANSIT. SQFT GIVEN BY THE CUSTOMER*

- **\$17,476.68**

- 8mm flooring sport roll (all connected)
- Current lead time 3-4 weeks to produce plus 3-4 business days in transit. Looking at 8-9 week for project completion.

- Payment Terms:

- 50% of total order due on signing of contract
- 25% of total order due upon shipment of materials. (For Installs Only)
- 25% of total order due upon substantial job completion. (For Installs Only)

COST-SHARE STATUS COVER SHEET

Instructions to Staff: Please complete this form and attach as a cover sheet to each proposal presented for approval.

Proposal: _____

1. Is the cost for this work intended to be shared?

☐ Yes (Please proceed to question 2)

☐ No, the entire cost will be paid by: _____
(Please leave remainder of form blank)

2. If yes, please check one of the following:

☐ This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are “Shared Costs”, as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.

☐ This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]



QUOTE

Number: FL0317KH
Date: Mar 17, 2022

27 Nickajack N, Santa Rosa Beach FL 32459

For questions, please call Kevin Handzel
your Sales Rep: 404-697-5366

Sold To	
River Town Jon Perry 140 Landing St St. Johns, FL 32259	
Phone (904) 301-4200 Fax	

Ship To	
River Town Jon Perry 140 Landing St St. Johns, FL 32259	
Phone (904) 301-4200 Fax	

Salesperson		P.O. Number	Installer	Terms	
Kevin Handzel				50% down / net Install	

Line	Qty	Manufacturer	Description	Unit Price	Ext. Price
1	4	LIFE FITNESS	Integrity S Treadmill w/SE3HD Console	\$9,332.00	\$37,328.00
2	1	LIFE FITNESS	LIFE FITNESS LOWER BODY ARC TRAINER WITH SE3HD CONSOLE	\$9,185.33	\$9,185.33
3	1	LIFE FITNESS	LIFE FITNESS TOTAL BODY ARC TRAINER WITH SE3HD CONSOLE	\$9,612.00	\$9,612.00
4	1	Echelon	Connect EX7s w/22" Touchscreen Display	\$1,999.00	\$1,999.00
5	1	Echelon	1 Year Commercial Subscription (includes standard comm warranty: 2 year parts/2 year labor)	\$699.00	\$699.00
6	1	HYDROW	Commercial Interactive HYDROW Rower	\$2,361.33	\$2,361.33
7	1	HYDROW	HYDROW 1 Year Subscription	\$780.00	\$780.00
8	1	LIFE FITNESS	HEAT ROW	\$2,000.00	\$2,000.00
9	1	LIFE FITNESS	AXIOM Pulldown/Row	\$2,985.33	\$2,985.33
10	1	LIFE FITNESS	AXIOM Chest Press	\$2,612.00	\$2,612.00
11	1	LIFE FITNESS	AXIOM Abdominal Bench	\$510.67	\$510.67
12	4	LIFE FITNESS	AXIOM Front Shroud Option (except OP-DAP)	\$145.33	\$581.32
13	1	LIFE FITNESS	AXIOM Abdominal/Back Extension	\$2,985.33	\$2,985.33
14	1	LIFE FITNESS	AXIOM Hip Abductor/Adductor	\$2,985.33	\$2,985.33
15	1	LIFE FITNESS	AXIOM Seated Leg Curl/Extension	\$3,278.67	\$3,278.67
16	1	LIFE FITNESS	AXIOM Smith Rack	\$2,558.67	\$2,558.67
17	1	LIFE FITNESS	AXIOM Dip Leg Raise	\$937.33	\$937.33
18	3	LIFE FITNESS	AXIOM Adjustable Bench	\$810.67	\$2,432.01
19	1	LIFE FITNESS	AXIOM Dual Adjustable Pulley	\$3,785.33	\$3,785.33
20	1	LIFE FITNESS	AXIOM 3 Tier DB Rack (5-75LB Saddle)	\$1,237.33	\$1,237.33
21	1	LIFE FITNESS	LIFE FITNESS SYNRGY CRATING	\$600.00	\$600.00
22	1	LIFE FITNESS	SYNRGY180 Suspension Chin	\$184.00	\$184.00
23	2	LIFE FITNESS	SYNRGY180 Dual Rail Shelf	\$228.00	\$456.00

Continued On Next Page ...

Equipment Lease Option:

Lease this equipment for an estimated low monthly rate of **\$8,029.80** for 36 months through our leasing partners.

**Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

Line	Qty	Manufacturer	Description	Unit Price	Ext. Price
24	1	LIFE FITNESS	SYNRGY180 Dumbbell Shelf	\$368.00	\$368.00
25	1	LIFE FITNESS	SYNRGY180 Accessory Shelf	\$368.00	\$368.00
26	1	LIFE FITNESS	SYNRGY180 Boxing Connector	\$321.33	\$321.33
27	1	LIFE FITNESS	SYNRGY180 Stability Ball Storage	\$164.00	\$164.00
28	1	LIFE FITNESS	SYNRGY180 CORE	\$1,558.67	\$1,558.67
29	2	TAG	TAG 12lb COLORED PURPLE Rubber HEX Dumbbell (Pair)	\$46.40	\$92.80
30	1	TAG	TAG 10lb COLORED ORANGE Rubber HEX Dumbbell (Pair)	\$38.67	\$38.67
31	1	TAG	TAG 5lb COLORED BLUE Rubber HEX Dumbbell (Pair)	\$20.71	\$20.71
32	1	TAG	TAG 65cm Stability Ball (grey)	\$0.00	\$0.00
33	1	TAG	TAG 55cm Stability Ball (red)	\$0.00	\$0.00
34	1	TAG	One Toning Tube of each Size	\$0.00	\$0.00
35	1	TAG	TRX® Suspension Training® Solutions - CLUB4	\$179.96	\$179.96
36	1	TAG	TAG 20lb Tire Tread Slam Ball	\$38.57	\$38.57
37	1	TAG	TAG 15lb Tire Tread Slam Ball	\$31.43	\$31.43
38	1	TAG	TAG 12lb Tire Tread Slam Ball	\$28.57	\$28.57
39	1	TAG	TAG 10lb Tire Tread Slam Ball	\$25.71	\$25.71
40	1	LIFE FITNESS	LIFE FITNESS CORE BAG, 15KG/33LBS	\$74.67	\$74.67
41	1	LIFE FITNESS	LIFE FITNESS CORE BAG, 10KG/22LBS	\$69.33	\$69.33
42	1	LIFE FITNESS	LIFE FITNESS STUDIO KETTLEBELL - 35LB	\$86.67	\$86.67
43	1	LIFE FITNESS	LIFE FITNESS STUDIO KETTLEBELL - 30LB	\$84.00	\$84.00
44	1	LIFE FITNESS	LIFE FITNESS STUDIO KETTLEBELL - 25LB	\$76.00	\$76.00
45	1	LIFE FITNESS	LIFE FITNESS STUDIO KETTLEBELL - 20LB	\$62.67	\$62.67
46	1	LIFE FITNESS	LIFE FITNESS STUDIO KETTLEBELL - 18LB	\$57.33	\$57.33
47	1	LIFE FITNESS	LIFE FITNESS STUDIO KETTLEBELL - 15LB	\$52.00	\$52.00
48	1	LIFE FITNESS	LIFE FITNESS STUDIO KETTLEBELL - 12LB	\$46.67	\$46.67
49	1	LIFE FITNESS	LIFE FITNESS STUDIO KETTLEBELL - 10LB	\$44.00	\$44.00
50	1	CORE	4' HEAVY BAG	\$259.00	\$259.00
51	4	TAG	TAG 45lb Rubber Olympic Plate	\$77.40	\$309.60
52	1	TAG	TAG Rubber Plate 255lb Set (2ea-2.5,10,25,35,45 & 4ea-5's)	\$469.93	\$469.93
53	1	TAG	Complete set 5-75lbs 8sided Virgin Rubber DB's (15 pairs)	\$2,704.00	\$2,704.00
54	1	TAG	TAG Hyper Extension Bench	\$598.57	\$598.57
55	1	SOFITCO	Trade In Equipment	-\$2,500.00	-\$2,500.00
56	1		LIFE FITNESS PACKAGE DISCOUNT	-\$2,000.00	-\$2,000.00
57	1		Inside Delivery and Installation	\$6,100.00	\$6,100.00

Continued On Next Page ...

Equipment Lease Option:

Lease this equipment for an estimated low monthly rate of \$8,029.80 for 36 months through our leasing partners.

**Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.

Line	Qty	Manufacturer	Description	Unit Price	Ext. Price
Please contact me if I can be of further assistance.					
				SubTotal	\$101,924.84
				Freight	\$3,800.00
				Sales Tax	\$8,986.61
				Total	\$114,711.45
				Deposit Paid	0.00
				Amount Due	\$114,711.45

PRICES ON THIS QUOTE ARE VALID FOR 30 DAYS BUT TAX RATE MAY VARY ON FINAL INVOICE DEPENDING ON INSTALL LOCATION. CANCELLATIONS SUBJECT TO A 20% RESTOCKING FEE AND FORFEITURE OF DEPOSIT. ALL EQUIPMENT COVERED BY MANUFACTURER'S WARRANTY. DELIVERIES PROVIDED BY SOFITCO AUTHORIZED INSTALLERS. PROPERTY REMAINS PROPERTY OF SOFITCO UNTIL PAID IN FULL. LEAD TIMES: CARDIO: 4-6 WEEKS. STRENGTH: 6-8 WEEKS FROM THE DATE DEPOSIT AND SIGNED INVOICE HAVE BOTH BEEN RECEIVED. CUSTOMER IS RESPONSIBLE FOR PROPER ELECTRICAL & NETWORKING REQUIREMENTS.

I accept the terms and conditions of this order:

Signed: _____ Date: _____

Name: _____ Title: _____

Equipment Lease Option:

Lease this equipment for an estimated low monthly rate of for 36 months through our leasing partners.

**Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.



27 Nickajack North, Santa Rosa Beach FL 32459

QUOTE

Number: FL0011KH
Date: Oct 10, 2022

For questions, please call Kevin Handzel
your Sales Rep: 404-697-5366

Sold To
River Town Jon Perry 140 Landing St St. Johns, FL 32259 Phone (904) 301-4200 Email jperry@vestapropertyservices.com Fax

Ship To
River Town Jon Perry 140 Landing St St. Johns, FL 32259 Phone (904) 301-4200 Email jperry@vestapropertyservices.com Fax

Salesperson	P.O. Number	Installer	Terms
Kevin Handzel			50% down / net Install

Line	Qty	Manufacturer	Description	Unit Price	Ext. Price
1	1	Surfaces360	Glue 2.5 Gallon	\$150.00	\$150.00
2	3	Surfaces360	Glue 5.0 Gallon	\$250.00	\$750.00
3	1,400	Surfaces360	Gray/Blue Fleck 9mm 7 Rolls of 4'x 50'	\$2.99	\$4,186.00

Freight is to busines groundside delivery with lift gate

PRICES ON THIS QUOTE ARE VALID FOR 30 DAYS BUT TAX RATE MAY VARY ON FINAL INVOICE DEPENDING ON INSTALL LOCATION. CANCELLATIONS SUBJECT TO A 20% RESTOCKING FEE AND FORFEITURE OF DEPOSIT. ALL EQUIPMENT COVERED BY MANUFACTURER'S WARRANTY. DELIVERIES PROVIDED BY SOFITCO AUTHORIZED INSTALLERS. PROPERTY REMAINS PROPERTY OF SOFITCO UNTIL PAID IN FULL. LEAD TIMES: CARDIO: 4-6 WEEKS. STRENGTH: 6-8 WEEKS FROM THE DATE DEPOSIT AND SIGNED INVOICE HAVE BOTH BEEN RECEIVED. CUSTOMER IS RESPONSIBLE FOR PROPER ELECTRICAL & NETWORKING REQUIREMENTS.

I accept the terms and conditions of this order:

Signed: _____ Date: _____
Name: _____ Title: _____

SubTotal	\$5,086.00
Freight	\$775.00
Sales Tax	\$439.58
Total	\$6,300.58
Deposit Paid	0.00
Amount Due	\$6,300.58

Equipment Lease Option:

Lease this equipment for an estimated low monthly rate of for 36 months through our leasing partners.

**Additional terms are available. Minimum Lease Option purchase required - \$5,000. Payments based on credit and may vary (or change) accordingly.



3.17.2022

Pricing Quote

Prepared For:

River Town

Finance Amount: \$ 114,711.45

\$1 out, 1st and last upfront

Approximate Payment Amounts:

Term	
36	48
Months	Months
\$ 3,642.40 / mo	\$ 2,849.20 / mo

Shaylee Lessig

Program Manager – Fitness and Franchise | Navitas Credit Corp.

A United Community Bank Company www.ucbi.com

203 Fort Wade Road Suite 300 | Ponte Vedra Beach, FL 32082

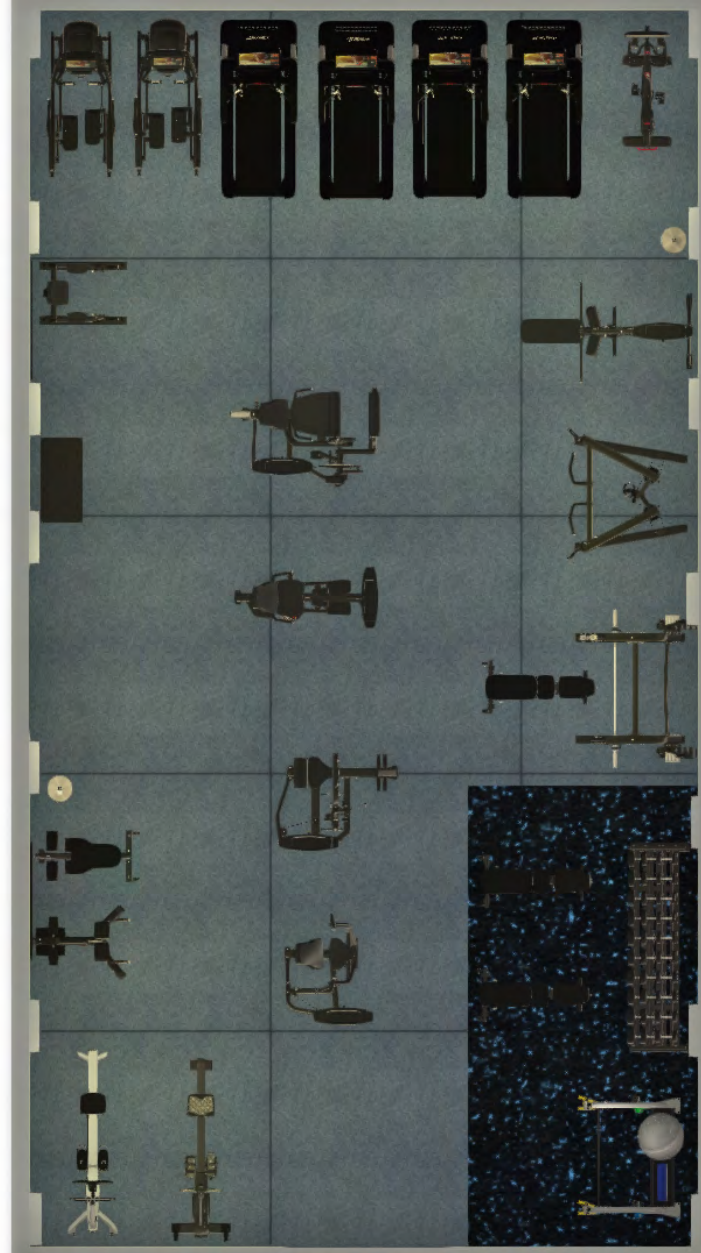
Office: 904.543.2575 ext 219 | www.navitascredit.com

Cell: 609.864.4644

Email: slessig@navitascredit.com

One of the fastest growing companies in the U.S. since 2014





APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



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Cardio

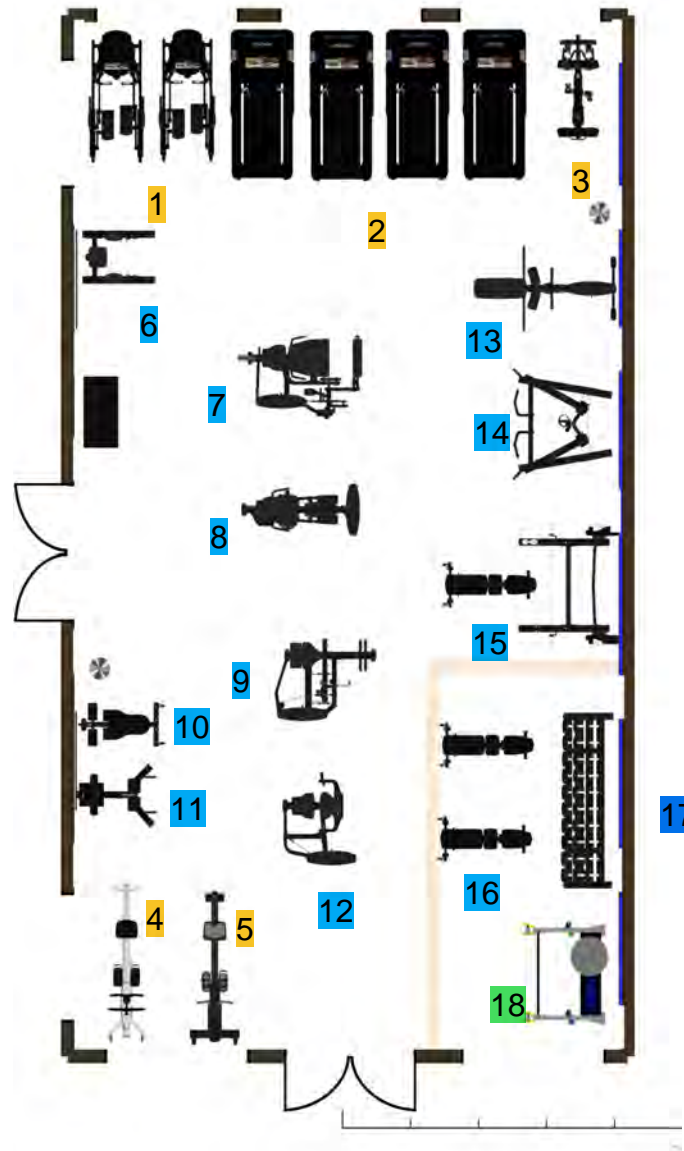
1. Arc Trainers
2. Treadmills
3. Virtual Spin Bike
4. Hydrow Virtual Rower
5. Heat Row

Strength

6. Vkr
7. Leg Extension/Curl
8. Hip Ab/Ad
9. Ab/ Back
10. Ab bench
11. Back Extension
12. Chest Press
13. Lat Pull /Row
14. Dual Adjustabel Pulley
15. Smith Press
16. Adjustable Benches
17. 5-75 DB w Rack

CrossFit Functional

18. SYN 180 rack with MB, KB Trax, Heacy Bag, Physio balls



River Town



OVER 30 YEARS OF SUCCESS

FITNESS EQUIPMENT PROPOSAL

PREPARED EXCLUSIVELY FOR

Rivertown

Johnathan Perry

Monday, October 10, 2022

PREPARED BY

Commercial Fitness Products, Inc

Mark Smilek

SALES * SERVICE * DESIGN * MAINTENANCE



Monday, October 10, 2022

Rivertown
Johnathan Perry
39 Riverwalk Blvd
St. Johns, FL 32259

Dear Johnathan,

Commercial Fitness Products has everything you should look for in a fitness equipment company –

- Over 30 years of success in Florida
- Highest Quality Equipment at Reasonable Prices
- Professional and knowledgeable Sales Representatives
- Factory trained & experienced Service Technicians
- Service, Maintenance & Installation provided by our own technicians located throughout the state.
- Substantially insured for the benefit of you, your residents, management and ourselves.
- A goal and strong desire to exceeding your expectations!!!

Best Regards,
Mark Smilek
Commercial Fitness Products, Inc
mark@commfitnessproducts.com



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the property to determine to your satisfaction as to the suitability of the property for your space requirements.



PROPOSAL

5034 N Hiatus Road, Sunrise, FL 33351

Office:

Cell: 904- 562-8318

Email: mark@commfitnessproducts.co

Fax: 239-938-1462

PROPOSAL # MKDKQ171

Date: Oct 10, 2022

Expiration Date: 11/10/2022

BILL

TO: Rivertown
39 Riverwalk Blvd
St. Johns, FL 32259

SHIP

TO: Rivertown
39 Riverwalk Blvd
St. Johns, FL 32259

ATN Johnathan Perry
Phone (904) 307-8313
Email jperry@vestapropertyservices.co

ATN Johnathan Perry
Phone (904) 307-8313
Email jperry@vestapropertyservices.co
m

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Mark Smilek	Will Advise	Best Way	Origin	50% Deposit, 50% COD	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		CONCEPT 3.1		
		CARDIO UPGRADES - MATRIX LIFESTYLE - TOUCH CONSOLES		
3	T-LS-Touch	Matrix Lifestyle Touch Treadmill	\$7,899.00	\$23,697.00
2	CM-LS-Touch	Matrix Lifestyle Touch Climbmill	\$9,695.00	\$19,390.00
2	EP-LS-Touch	Matrix Lifestyle Touch Elliptical	\$7,295.00	\$14,590.00
1	R-LS-Touch	Matrix Lifestyle Touch Recumbent	\$6,599.00	\$6,599.00
1	U-LS-Touch	Matrix Lifestyle Touch Upright Cycle	\$6,299.00	\$6,299.00
		SubTotal		\$70,575.00
		STRENGTH UPGRADES MATRIX VERSA DUAL SELECTORIZED - BASIC		
1	VS-S70-USB2	Matrix Versa Leg Press Heavy Stack (Standard)	\$4,099.00	\$4,099.00
1	VS-S601-02B2	Matrix Versa Chin/Dip Heavy Stack, Basic	\$4,295.00	\$4,295.00
1	VS-S711-02B1	Matrix Versa Ext/Curl STD Stack	\$3,295.00	\$3,295.00
1	VS-S74-USB1	Matrix Versa Hip Adductor / Abductor STD Stack	\$3,195.00	\$3,195.00
1	VS-S131-02B1	Matrix Versa Multi-Press STD Stack	\$3,150.00	\$3,150.00
1	VS-S531-02B1	Matrix Versa Low Back/AB STD Stack	\$2,899.00	\$2,899.00
1	VS-S331-02B1	Matrix Versa Lat Row STD Stack	\$3,150.00	\$3,150.00
1	VS-VFT LS + VS-FTS30	Matrix Versa Functional Trainer STD Stack, 30" Storage	\$4,899.00	\$4,899.00
1	VS-FTHP (MAS0953-00US)	Matrix Versa Optional Handle Pkg; Includes:(v-bar, curl bar, ropes, ankle strap)	\$399.00	\$399.00

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		<p><i>*VERSA+ OPTIONS AVAILABLE</i> <i>+ Package Upgrade Includes:</i> - Action Specific Grips - Gas-assisted Seat Adjustment - Electronic Rep Counter/Timer - Decorative Top Wing - Ergonomic Adjustment Handles - Incremental Weight</p> <p><i>WEIGHT STACK UPGRADE AVAILABLE</i> Choose between Standard and Heavy Weight Stack (Chin/Dip & Leg Press come standard w/ Heavy Stack)</p> <p><i>OPTIONAL FOOT SUPPORT KIT</i> Available on: Converging Chest Press Converging Shoulder Press Biceps Curl Back Extension</p>		
		SubTotal		\$29,381.00
		BENCHES & RACKS UPGRADES - MATRIX MAGNUM		
1	MG-A690	Matrix Magnum Half Rack 8' (no spotter stands)	\$2,495.00	\$2,495.00
1	MG-A98	Matrix Magnum Barbell Rack	\$1,295.00	\$1,295.00
1	MG-A63C	Matrix Magnum Vertical Knee Raise w/Chin	\$1,695.00	\$1,695.00
1	A77	Matrix Magnum Adjustable Ab Bench	\$1,450.00	\$1,450.00
3	A85	Matrix Magnum Multi-adjustable Bench	\$1,199.00	\$3,597.00
		SubTotal		\$10,532.00
		FREE-WEIGHTS & ACCESSORIES - MATRIX XULT		
1	ZMD4005037	XULT Rubr Barbell Straight 20-110lb Blk	\$2,544.39	\$2,544.39
1	ZMD4004795	XULT Rubber Hex DB 005-050 Set Black	\$1,547.23	\$1,547.23
1	ZMD4004789	XULT Rubber Hex DB Pair 075lb Black	\$405.63	\$405.63
1	ZMD4004788	XULT Rubber Hex DB Pair 070lb Black	\$378.60	\$378.60
1	ZMD4004787	XULT Rubber Hex DB Pair 065lb Black	\$351.56	\$351.56
1	ZMD4004786	XULT Rubber Hex DB Pair 060lb Black	\$324.50	\$324.50
1	ZMD4004785	XULT Rubber Hex DB Pair 055lb Black	\$297.47	\$297.47
2	ZMD4004974	XULT Rubber Plate 02.5lb Black	\$7.06	\$14.12
2	ZMD4004975	XULT Rubber Plate 05lb Black	\$14.13	\$28.26
2	ZMD4004976	XULT Rubber Plate 10lb Black	\$28.23	\$56.46
2	ZMD4004977	XULT Rubber Plate 25lb Black	\$70.56	\$141.12
4	ZMD4004979	XULT Rubber Plate 45lb Black	\$127.02	\$508.08
1	ZMD4012808	XULT Cast Kettlebell 030b Black*	\$70.25	\$70.25
1	ZMD4012807	XULT Cast Kettlebell 025b Black*	\$59.91	\$59.91
1	ZMD4012806	XULT Cast Kettlebell 020b Black*	\$48.17	\$48.17
1	ZMD4012805	XULT Cast Kettlebell 015b Black*	\$36.13	\$36.13
1	ZMD4012804	XULT Cast Kettlebell 010b Black*	\$26.09	\$26.09
1	ZMD4012803	XULT Cast Kettlebell 005b Black*	\$15.04	\$15.04
		<i>*Kettlebells Stored on Versa Functional Trainer Shelves</i>		

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		SubTotal		\$6,853.01
1	Delivery/Install	Inside Delivery, Assembly & Installation - 1st Floor, No Stairs, Elevator or Long Carry Distance (additional fees apply for stairs or elevator)	\$2,800.00	\$2,800.00
1	TRADE	Trade-In Credit for the following items - (3) Matrix T1xTreadmills w/ PVS (3) Matrix E1x Ellipticals w/ PVS (1) Matrix R1x Recumbent w/ PVS (1) Matrix U1x Upright w/ PVS (6) Paramount Weight Machines - Leg Extension, Leg Curl, Chest Press, Lat Pulldown, Ab/Aductor, Abdominal (1) Paramount Functional Trainer (1) Paramount Smith Machine (2) Paramount 2-tier DB Racks w/ 5-50lb Rubber HEX DB (3) Paramount FID Benches (1) Paramount Ab Bench (1) Paramount VKR (1) Paramount Hyper Ext (1) 5 Ball Med Ball Rack w/ BodySolid Med Balls Items must be in proper working order and free from excessive rust to qualify for credit shown. CFP reserves the right to inspect the products, and revise the value as necessary.	-\$6,000.00	-\$6,000.00
4	PM-QTY	Preventive Maintenance - Quarterly Visit	\$0.00	\$0.00

Frame Color	Standard Silver
Upholstery Color	Standard Black
Notes	Customer is responsible for removal & disposal of existing equipment unless otherwise noted. CFP does not provide anchoring or wall mounting.

Subtotal	\$114,141.01
State Tax	\$0.00
Freight	\$7,662.00
Grand Total	\$121,803.01

Lead Times
Due to global supply chain disruption, lead times may be extended. For current lead times, contact your CFP representative.

For Delivery Staff					
Date:		Amount Collected:		Check No.:	
Received By: (Print Name and Sign)					

Terms and Conditions

Acceptance of Proposal

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in Confirmed Orders may be subject to fees and delay in delivery. There is a 3% processing fee on all credit card transactions. Credit Card payments must be preapproved at the sole discretion of CFP.

Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Partial installations require the installed product to be paid per the terms of the purchase. Additional Delivery Fees may apply.

CFP does not provide mounting or anchoring to walls, floors and ceilings for any product.

Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package.

Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a result of any claim arising out of or in connection with the goods sold hereunder that have not been caused solely by CFP's negligence.

Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all requirements fulfilled prior to scheduled equipment installation will result in additional Service Fees & Travel Charge.

Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals ClimbMills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle.

TV Signal - unencrypted digital via RG6 COAX Cable. Each TV requires an RG6 patch cable with F-Type compression fitting. OPTV requirements vary - please check with A/V Technician & Cable/SAT provider.

Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication requirements.

Wellbeats - 110V electric power to both Interactive Touchscreen & TV; 1.5" conduit connecting TV to Touchscreen, with pull string, Hardline internet connection (not WiFi) to WB Touchscreen. For TV Mounting - backing board for TV Bracket.

Warranties

Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel Assembly - 3 Years. Service provided by factory-trained & authorized Matrix Service Providers

Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty: Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr.

Matrix Strength (G1 Strength): Warranty: Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Grips - 90 Days

Circle Fitness Cardio of 3 yrs parts and 1 yr labor.

InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.

BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts. 1 Year - Labor

BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor

BodyCraft SPX Spin Bike: 10 Year Frame, 3 Year Parts, 1 Year Wear Items, 90 Days Labor

Pre-Owned Equipment Warranty: 30 Days Parts & Labor

Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

Make payments to the order of:

Commercial Fitness Products, Inc.

Fed-Ex, UPS, USPS etc.

Commercial Fitness Products, Inc.

**5034 N Hiatus Rd
Sunrise, FL 33351**

**Wire Transfer Bank Information Available
Upon Request.**

Proposal # : MKDKQ171

Proposal Amount: \$121,803.01

Payment Terms: 50% Deposit, 50% COD

Deposit Amount: \$60,901.51

Balance: \$60,901.50

Signature _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

MATRIX



TOUCH XL / TOUCH CONSOLE

Connect your members to stunning entertainment, social media favorites, brand-building communication and much more with the industry's best consoles.

WiFi-enabled Touch Consoles features an app-based interface that mirrors familiar smartphone and tablet operating systems, making it easy for members to connect to the content that keeps them moving. Includes Bluetooth connectivity, single-point user login, touch-free RFID login, power save mode with auto wake-up and more.

Wireless charging and a USB port gives members two ways to charge their personal devices while keeping their screens in view.



Virtual Active transports users to 60 exotic locales with footage that matches their pace and resistance or incline that varies to match terrain.









An immersive version of our exclusive Sprint 8 sprint-intensity program stimulates natural human growth hormone to burn more fat and build lean muscle in short 20-minute workouts.

MATRIX

| TOUCH XL / TOUCH CONSOLE

Our WiFi-enabled Touch Consoles work with our complete digital portfolio of Matrix Connected Solutions, including Engage 360, Community 360, Asset Management, and more.



CONSOLE SPECS	TOUCH XL / TOUCH		
Display	Touch XL: 56 cm/22" class capacitive touchscreen LCD		Touch: 41 cm/16" class capacitive touchscreen LCD
Frame Compatibility	Touch XL: treadmills, ClimbMills		Touch: all frames
Workouts	Go, manual, Sprint 8*, Landmarks**, Virtual Active, target heart rate, interval training, fat burn, rolling hills, constant watts*, glute training*, goal training, fitness tests, custom		
iFIT On-demand Workouts	Optional		
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan		
Fan	Yes		
Analog TV	NTSC, PAL, SECAM		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/S/S2/T/T2		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS		
Pro:Idiom Compatibility	Optional; coax		
WiFi	Yes		
Bluetooth	Yes; smartphones, headphones, heart rate		
ANT+	Yes; heart rate		
RFID Wireless Login	Yes		
Connects to Apple Watch	Yes		
Connects to Samsung Galaxy Watch	Yes		
Made for iPhone®, iPad®, iPod®	Yes		
USB Port	Yes; device charging, device media, software updates		
Wireless Charging (Qi)	Yes		
CSAFE Ready	Yes		
Auto Wake-up	Yes		
COMPATIBILITY			
CONNECTED SOLUTIONS	 ASSET MANAGEMENT	 ENGAGE 360	 COMMUNITY 360
	 SPRINT 8	 VIRTUAL ACTIVE	 LANDMARKS**

*Workout not available on all modalities. **Landmarks only available on ClimbMills and steppers.

MATRIX

ENDURANCE TREADMILL

A fusion of simplicity and durable design makes it easy for anyone to get started while still challenging true running enthusiasts.



Our Endurance Treadmill is ideal for heavy use in professional fitness facilities where space is at a premium and budgets need to stretch further. A precision-engineered drive system and deck stand up to heavy daily use, and smart maintenance features minimize downtime so members of all kinds can get a run just right for their goals.

4.2 HP AC motor with Dynamic Response Drive System fine-tunes response based on footfall pattern for a smooth, consistent workout up to 20 km/h / 12 mph. Conveniently placed speed and incline controls provide tactile feedback with each adjustment.



Self-lubricating Ultimate Deck System with industrial-grade cushioning provides over 25,000 miles of proven performance.

Easily removable side rails, front roller assembly and an easy-to-open motor cover streamline service and maintenance for technicians, minimizing downtime.

MATRIX

| ENDURANCE TREADMILL

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



Console Specs	Touch XL / Touch		Premium LED	LED	Group Training LED
Display	Touch XL: 56 cm / 22" class capacitive touchscreen LCD	Touch: 41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	16		14	12	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan		English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes			No	
Analog TV	NTSC, PAL, SECAM		Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2		Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS		No		
Pro:Idiom Compatibility	Optional; IPTV and coax		Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes			Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate		Yes; heart rate	No	
ANT+	Yes; heart rate		No		
RFID Wireless Login	Yes		Optional		
Connects to Apple Watch	Yes		Optional	No	
Made for iPhone®, iPad®, iPod®	Yes		No		
USB Port	Yes; device charging, device media, software updates		Yes; device charging, software updates		
Wireless Charging (Qi)	Yes		No		
CSAFE Ready	Yes				
Auto Wake-up	Yes		No		
Frame Specs					
Drive System	4.2 hp AC Dynamic Response Drive System				
Speed Range	0.8–20 km/h / 0.5–12 mph				
Incline Range	0–15% (700-lb. thrust-elevation motor)				
Running Surface Area	152 x 56 cm / 60" x 22"				
Running Surface Type	Belt and deck				
Cushioning System	Ultimate Deck				
Handlebar Design	Molded ergo-grip design				
Crossbar Controls	Yes				
Contact & Telemetric HR	Yes				
Step-on Height	23 cm / 9"				
Service Caster	No				
Cast Aluminum End Caps	No				
Max User Weight	182 kg / 400 lbs.				
Ethernet Connectivity	Yes				
Tread Sense	Yes				
Assembled Dimensions	209 x 80 x 160 cm / 82" x 31.5" x 63"				
Power Requirements	20 A dedicated circuit required, non-looped grounded				

MATRIX

ENDURANCE ELLIPTICAL

Choose our durable, streamlined elliptical for low-impact intensity that serves members of all ability levels.



Our Endurance Elliptical is ideal for heavy use in fitness facilities where space is at a premium and budgets need to stretch further. A design that's as durable as it is easy to service minimizes downtime, while optimized ergonomics and constant acceleration provide a smooth, natural workout experience.

Patented suspension design is wheel- and track-free, reducing noise and minimizing friction to extend product life, while top-down levelers makes adjustments easier after installation, maintenance and use.



53 cm / 21" stride length, optimized pedal spacing, oversized pedals, contralateral handlebars and constant rate of acceleration enhance comfort.



Convenience features include low step-on, rear entry, ergonomic grips with contact and telemetric heart rate tracking, water bottle holder and accessory tray.

MATRIX

| ENDURANCE ELLIPTICAL

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



Console Specs	Touch	Premium LED	LED	Group Training LED
Display	41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	12	9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes		No	
Analog TV	NTSC, PAL, SECAM	Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2	Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS	No		
Pro:Idiom Compatibility	Optional; IPTV and coax	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes		Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate	Yes; heart rate	No	
ANT+	Yes; heart rate	No		
RFID Wireless Login	Yes	Optional		
Connects to Apple Watch	Yes	Optional	No	
Made for iPhone®, iPad®, iPod®	Yes	No		
USB Port	Yes; device charging, device media, software updates	Yes; device charging, software updates		
Wireless Charging (Qi)	Yes	No		
CSAFE Ready	Yes			
Auto Wake-up	Yes	No		
Frame Specs				
Resistance System	Brushless generator			
Minimum Watts	5 W powered or 35 W self-powered			
Minimum RPM	10 RPM powered or 25 RPM self-powered			
Stride Length	53.3 cm / 21"			
Step-on Height	24 cm / 9.5"			
Pedal Spacing	6.4 cm / 2.5"			
Watt Range	5–650 W			
Contact and Telemetric HR	Yes			
Top-down Levelers	Yes			
Max User Weight	182 kg / 400 lbs.			
Ethernet Connectivity	Yes			
Assembled Dimensions	178 x 74 x 174 cm / 70" x 29.2" x 68.5"			
Power Requirements*	100–240 V — 50/60 Hz AC	Self-powered or 100–240 V — 50/60 Hz AC		

*Power recommended for connectivity features

MATRIX



ENDURANCE CLIMBMILL

A blend of streamlined design and smooth operation make it easy for beginners to start climbing and enthusiasts to climb further than ever.

Our Endurance Climbmill is ideal for heavy use in fitness facilities where space is at a premium and budgets need to stretch further. Smart, heavy-duty design offers a secure, stable workout and stands up to tough environments. It's even easy to service, minimizing downtime for all your members who love a true climbing workout.

Control Drive stops stairs immediately if anything pushes against the direction of rotation for stair-climbing security, while extra-deep steps and positioning software make quality climbing workouts accessible to members of different ability levels.



Oil-free drive system, anti-rust design and our exclusive Sweat Management System reduce maintenance and enhance durability, extending product life.



The side access panel can be removed quickly, while modular components and an internal service light streamline maintenance.

MATRIX

| ENDURANCE CLIMBMILL

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



Console Specs	Touch XL / Touch		Premium LED	LED	Group Training LED
Display	Touch XL: 56 cm / 22" class capacitive touchscreen LCD	Touch: 41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	13		9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan		English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes			No	
Analog TV	NTSC, PAL, SECAM		Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2		Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS		No		
Pro:Idiom Compatibility	Optional; IPTV and coax		Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes			Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate		Yes; heart rate	No	
ANT+	Yes; heart rate		No		
RFID Wireless Login	Yes		Optional		
Connects to Apple Watch	Yes		Optional	No	
Made for iPhone®, iPad®, iPod®	Yes		No		
USB Port	Yes; device charging, device media, software updates		Yes; device charging, software updates		
Wireless Charging (Qi)	Yes		No		
CSAFE Ready	Yes				
Auto Wake-up	Yes		No		
Frame Specs					
Drive System	Clutched ECB with industrial-grade drive chain and belt				
Step Dimensions	25.4 x 46 x 20.3 cm / 10" x 18" x 8"				
Handlebar Design	Perimeter				
Auto-stop Function	Yes; frame mounted IR				
Control Zone	No				
Locking Staircase	Yes				
Top-down Levelers	Yes				
Contact & Telemetric HR	Yes				
Step-on Height	36 cm / 14"				
Service Caster	No				
Minimum User Weight	45 kg / 99 lbs.				
Max User Weight	182 kg / 400 lbs.				
Ethernet Connectivity	Yes				
Assembled Dimensions	138 x 85 x 212 cm / 54.5" x 33.5" x 83.5"				
Power Requirements	100-240 V — 50/60 Hz AC				

MATRIX



ENDURANCE UPRIGHT CYCLE

Give your members the essentials of an invigorating ride with our race-inspired upright cycle.

Our Endurance Upright Cycle is ideal for heavy use in professional fitness facilities where space is at a premium and budgets need to stretch further. Race-inspired handlebars with elbow rests and refined ergonomic details create the feel of a real outdoor ride, while smart features streamline service and maintenance to maximize uptime.

Intuitive one-handed adjustment fine-tunes the seat to users of different heights, contoured handlebars fit the hand naturally, Ergo Form seat makes even long rides comfortable, and self-balancing pedals make it quicker and easier to get started.



Conveniently placed controls provide tactile feedback, and low step-over height offers easy entry and exit. Includes dual bottle holders.



Top-down leveling, an integrated transport handle and a three-piece crank with forged arms and integrated pullers streamline service and maintenance.

MATRIX

| ENDURANCE UPRIGHT CYCLE

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



CONSOLE SPECS	TOUCH XL / TOUCH	PREMIUM LED	LED	GROUP TRAINING LED
Display	41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	12	9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes		No	
Analog TV	NTSC, PAL, SECAM	Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2	Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS	No		
Pro:Idiom Compatibility	Optional; IPTV and coax	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes		Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate	Yes; heart rate	No	
ANT+	Yes; heart rate	No		
RFID Wireless Login	Yes	Optional		
Connects to Apple Watch	Yes	Optional	No	
Made for iPhone®, iPad®, iPod®	Yes	No		
USB Port	Yes; device charging, device media, software updates	Yes; device charging, software updates		
Wireless Charging (Qi)	Yes	No		
CSAFE Ready	Yes			
Auto Wake-up	Yes	No		
FRAME SPECS				
Resistance System	Brushless generator			
Minimum Watts	2 W powered or 13 W self-powered			
Minimum RPM	10 RPM powered or 25 RPM self-powered			
Pedal Spacing	17.5 cm / 6.9"			
Seat Material	Sewn vinyl over foam			
Seat Adjustment	Single-hand lever			
Handlebar Design	Racing design with elbow support			
Crank Design	Three piece with forged arms and integrated puller			
Top-down Levelers	Yes			
Contact & Telemetric HR	Yes			
Rear-lift Handle	Yes			
Max User Weight	182 kg / 400 lbs.			
Ethernet Connectivity	Yes			
Assembled Dimensions	130.7 x 65.4 x 153.7 cm / 51.5" x 25.7" x 60.5"			
Power Requirements*	100-240 V — 50/60 Hz AC	Self-powered or 100-240 V — 50/60 Hz AC		

*Power recommended for connectivity features

MATRIX

ENDURANCE RECUMBENT CYCLE

Make low-impact cardio possible for members of all kinds with the comfortable design of our recumbent cycle.



Our Endurance Recumbent Cycle is ideal for heavy use in professional fitness facilities where space is at a premium and budgets need to stretch further. A recumbent design with an ergonomic seat and back distributes weight for superior support, while smart features streamline service and maintenance to maximize uptime.

Intuitive one-handed adjustment fine-tunes the seat to users of different heights, contoured handlebars fit the hand naturally, Ergo Form seat and back pad make even long rides comfortable, and self-balancing pedals make it quicker and easier to get started.



Conveniently placed controls provide tactile feedback, and low step-over height offers easy entry and exit. Includes bottle holder and accessory tray.



Top-down leveling, an integrated transport handle and a three-piece crank with forged arms and integrated pullers streamline service and maintenance.

MATRIX

ENDURANCE RECUMBENT CYCLE

Choose what kind of console technology you pair with your equipment, providing experiences that span from beautifully simple to digitally connected and rich with entertainment. You can also access our most powerful Connected Solutions with WiFi-enabled consoles, including Personal Trainer Portal, Workout Tracking Network and Asset Management.



Console Specs	Touch XL / Touch	Premium LED	LED	Group Training LED
Display	41 cm / 16" class capacitive touchscreen LCD	8,000 pixel multi-color LED	Large number LED with message center	
Workouts	12	9	7	Manual
Languages	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish	English, German, French, Italian, Spanish, Dutch, Portuguese, Swedish, Finnish, Turkish, Danish, Polish
Fan	Yes		No	
Analog TV	NTSC, PAL, SECAM	Optional; attachable add-on TV		
Digital TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/C2/S/S2/T/T2	Optional; attachable add-on TV		
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS	No		
Pro:Idiom Compatibility	Optional; IPTV and coax	Optional; attachable add-on Pro:Idiom TV (≠ IPTV)		
WiFi	Yes		Optional; included with Asset Management and/or Workout Tracking Network app	
Bluetooth	Yes; smartphones, headphones, heart rate	Yes; heart rate	No	
ANT+	Yes; heart rate	No		
RFID Wireless Login	Yes	Optional		
Connects to Apple Watch	Yes	Optional	No	
Made for iPhone®, iPad®, iPod®	Yes	No		
USB Port	Yes; device charging, device media, software updates	Yes; device charging, software updates		
Wireless Charging (Qi)	Yes	No		
CSAFE Ready	Yes			
Auto Wake-up	Yes	No		
Frame Specs				
Resistance System	Brushless generator			
Minimum Watts	2 W powered or 13 W self-powered			
Minimum RPM	10 RPM powered or 25 RPM self-powered			
Pedal Spacing	17.5 cm / 6.9"			
Seat Material	Custom one-piece, molded seat back and bottom			
Seat Adjustment	Single-hand lever			
Handlebar Design	Side seat; front ergo bend			
Crank Design	Three piece with forged arms and integrated puller			
Top-down Levelers	Yes			
Contact & Telemetric HR	Yes			
Rear-lift Handle	Yes			
Max User Weight	182 kg / 400 lbs.			
Ethernet Connectivity	Yes			
Assembled Dimensions	154 x 68 x 146 cm / 60.7" x 26.7" x 57.4"			
Power Requirements*	100–240 V — 50/60 Hz AC	Self-powered or 100–240 V — 50/60 Hz AC		

*Power recommended for connectivity features



Versa Functional Trainer w/30" Storage

VS-VFT + VS-FTS30

The smart design of our functional trainer provides a remarkable range of exercise options in a space-saving footprint. Incremental weight adjustment and a 1:2 pulley ratio make it easy to control exercise intensity and create progressions right for everyone from deconditioned users to elite athletes. Everything about our functional trainer — from the multi-grip pull-up bar to the color-coded adjustment points to the professionally illustrated exercise placards — offers intuitive operation for users and trainers alike. Optional storage makes it easy to organize and stow accessories for instant access, and the completely enclosed design protects moving parts while creating a solid, cohesive aesthetic on your floor. A 76 cm / 30" connection provides ample storage for functional training accessories. Options include VS-VFT60 heavy stack for an additional 27.2 kg / 60 lbs. of resistance per side, VS-FTHP handle package with four training handles (v-bar, curl bar, ropes, ankle strap) and VS-FTIW 2.2-kg / 5-lb. incremental weight.

- Optional accessory: VS-FTHP Handle package include four training handles
- Clearly indicated adjustments for ease of use
- One-handed pulley adjustment offers easy operation
- Fully enclosed weight stacks protect the machine's internal components
- Enhanced placards highlight targeted muscle groups and proper user positioning for a wide range of exercises
- Compact design accommodates placement in spaces with ceilings as low as 244 cm / 8'
- Optional: VS-VFT60 Heavy stack for added 13.6 kg / 30 lbs. of effective resistance per side
- 1:2 pulley ratio provides smooth operation
- Frame guards protect against chips and scratches
- Multi-position pull-up handles for greater exercise variety
- 76 cm / 30" connection provides ample storage for functional training accessories
- Also available: VS-FTS18 46 cm / 18" connection accommodates optional training handles

ADJUSTMENTS	
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes
USER ADJUSTMENT RANGE	18 user start options

FRAME & CABLES	
FRAME COLOR	Iced Silver
FRAME FINISH	Proprietary two-coat powder process
CABLE TRANSMISSION	Internally lubricated cables & fittings
MACHINE ANCHORING	Machine anchoring locations
FRAME GUARDS	Bolt-on lower guards protect frame from damage

TECH SPECS	
OVERALL DIMENSIONS (L X W X H)	122.7 x 145.8 x 237.6 cm / 48.3" x 57.4" x 93.5"
PRODUCT WEIGHT (STANDARD STACK)	369 kg / 814 lbs.
PRODUCT WEIGHT (HEAVY STACK)	424 kg / 934 lbs.

USER AMENITIES	
ACCESSORY STORAGE	Integrated storage for attachments, incremental weights, and optional accessories
MULTI-GRIP PULL-UP BARS	Various grip angles for variety of exercise
PLACARDS	Muscle call outs, color-coded, start & finish exercise illustrations
PLACARD COLOR CODING	Yellow (upper body), Blue (lower body), Green (core)
PERSONAL STORAGE	Bottle holder, storage area and towel holder (towel holder on rep counter only)

WARRANTY	
FRAME AND WELDS (NOT COATINGS)	10 years
WEIGHT STACKS	5 years
PULLEYS & PIVOT BEARINGS	5 years
OTHER ITEMS NOT SPECIFIED	3 years
LABOR	3 years
ACCESSORIES	6 months
UPHOLSTERY/CABLES/GRIPS/SPRINGS	1 year

WEIGHT STACK	
WEIGHT STACK GUARDING	Full front and rear shields
INCREMENTAL WEIGHT	5 lbs (2.3 kg)
HEAVY STACK	95 kg / 210 lbs. (47.5 kg / 105 lbs. per side)
STANDARD STACK	68 kg / 150 lbs. (34 kg / 75 lbs. per side)



Versa Chin / Dip Assist

VS-S601

Our Versa Chin / Dip Assist station packs a remarkable range of functionality into a space-efficient footprint. Multi-position pull-up handles offer exercise variety, and ideally angled dip grips encourage proper wrist placement and muscle variation. The gas-assisted knee platform even folds up for unassisted bodyweight exercises. Clearly indicated, conveniently located adjustment points make use intuitive and provide users with a hard stop to help prevent injury. The knee platform features a protective top pad for stability, while the large, textured foot platforms make it easy to get on and off.

- Gas-assisted knee platform folds up for unassisted bodyweight exercises and training variety
- Knee platform features a protective top pad for added training security
- Large, textured foot platforms provide easy entry and exit
- Clearly indicated adjustments for ease of use
- Ideally angled dip grips encourage proper wrist placement and muscle variation
- Multi-position pull-up handles for greater exercise variety
- Conveniently located adjustment point provides user with a hard stop to prevent injury

ADJUSTMENTS	
USER ADJUSTMENT RANGE	2 user start options
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes

FRAME & CABLES	
MACHINE ANCHORING	Machine anchoring locations
CABLE TRANSMISSION	Internally lubricated cables & fittings
FRAME FINISH	Proprietary two-coat powder process
FRAME COLOR	Iced Silver

TECH SPECS	
OVERALL DIMENSIONS (L X W X H)	142.8 x 152.8 x 219.7 cm / 56.2" x 60.2" x 86.5"
PRODUCT WEIGHT	307 kg / 676 lbs.

USER AMENITIES	
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
PERSONAL STORAGE	Bottle holder, storage area and towel holder (towel holder on rep counter only)
PLACARD COLOR CODING	Yellow (upper body)
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
REAR PLACARDS	Color-coded machine identification & machine specific stretching

WARRANTY	
LABOR	3 years
UPHOLSTERY/CABLES/GRIPS/SPRINGS	1 year
OTHER ITEMS NOT SPECIFIED	3 years
ACCESSORIES	6 months
FRAME AND WELDS (NOT COATINGS)	10 years
WEIGHT STACKS	5 years
PULLEYS & PIVOT BEARINGS	5 years

WEIGHT STACK	
WEIGHT STACK	68 kg / 150 lbs.
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
WEIGHT STACK GUARDING	Full front and rear shields
CONSISTENT STACK HEIGHT	Yes



Versa Leg Extension / Leg Curl

VS-S711

Help your users tone and refine the muscles of their legs with the smart design of our Versa Leg Extension/ Leg Curl dual station. Clearly indicated, conveniently located adjustment points make use intuitive and provide users with a hard stop to help prevent injury. Dual-action CAM enables a smooth transition between exercises. Back pad ratchets forward for easy adjustment from the seated position. Angled pads and ideal pivot location promote full muscle contraction and alignment.

- Clearly indicated adjustments for ease of use
- Adjustments are easily performed in the seated position
- Dual-action CAM enables a smooth transition between exercises
- Back pad ratchets forward for easy adjustment from the seated position
- Angled pads and ideal pivot location promote full muscle contraction and alignment

ADJUSTMENTS	
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes
USER ADJUSTMENT RANGE	12 user start options

FRAME & CABLES	
MACHINE ANCHORING	Machine anchoring locations
CABLE TRANSMISSION	Internally lubricated cables & fittings
FRAME COLOR	Iced Silver
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
PRODUCT WEIGHT (STANDARD STACK)	251 kg / 554 lbs.
PRODUCT WEIGHT (HEAVY STACK)	283 kg / 624 lbs.
OVERALL DIMENSIONS (L X W X H)	177.6 x 118.3 x 167.1 cm / 69.9" x 46.6" x 65.8"

USER AMENITIES	
PERSONAL STORAGE	Bottle holder, storage area and towel holder (towel holder on rep counter only)
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
REAR PLACARDS	Color-coded machine identification & machine specific stretching
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
PLACARD COLOR CODING	Blue (lower body)
CONTOURED SEAT	Yes

WEIGHT STACK	
STANDARD STACK	72 kg / 160 lbs.
HEAVY STACK	104 kg / 230 lbs.
WEIGHT STACK GUARDING	Full front and rear shields
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
CONSISTENT STACK HEIGHT	Yes

Versa Ab / Low Back

VS-S531

Designed for efficiency and versatility, our Versa Ab / Low Back station makes a great core workout accessible to virtually anyone. An angled seat and lumbar pad make use comfortable, while low handle positioning offers easy entry, easy exit and enhanced stability. Clearly indicated adjustments make use intuitive, and multi-position foot placement accommodates a variety of users.

- Angled seat and lumbar pad enhance user comfort and stability
- Handle positions enhance user stability
- Multi-position foot placement accommodates a variety of users
- Low handle positions offer easy entry and exit
- Clearly indicated adjustments for ease of use



ADJUSTMENTS	
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes
USER ADJUSTMENT RANGE	8 user start options

FRAME & CABLES	
FRAME COLOR	Iced Silver
MACHINE ANCHORING	Machine anchoring locations
CABLE TRANSMISSION	Internally lubricated cables & fittings
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
PRODUCT WEIGHT (STANDARD STACK)	231 kg / 509 lbs.
PRODUCT WEIGHT (HEAVY STACK)	263 kg / 579 lbs.
OVERALL DIMENSIONS (L X W X H)	132.2 x 131.5 x 167.1 cm / 52.1" x 51.8" x 65.8"

USER AMENITIES	
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
REAR PLACARDS	Color-coded machine identification & machine specific stretching
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
FOOT SUPPORT	Foot support accommodates users of all sizes for additional lower body support
CONTOURED SEAT	Yes
PERSONAL STORAGE	Bottle holder, storage area and towel holder (towel holder on rep counter only)
PLACARD COLOR CODING	Green (core)

WEIGHT STACK	
CONSISTENT STACK HEIGHT	Yes
WEIGHT STACK GUARDING	Full front and rear shields
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
STANDARD STACK	72 kg / 160 lbs.
HEAVY STACK	104 kg / 230 lbs.



Versa Lat Pulldown / Seated Row

VS-S331

Maximize the functionality of your space with the smart, versatile design of our the Versa Lat Pulldown / Seated Row dual station. The thigh pad easily adjusts to provide stability and comfort when building and toning major back muscles, and clearly indicated adjustment points make it easy for virtually anyone to get started. Elevated footrests provide added stability during heavy lifts, and stainless-steel cables offer lasting durability in hard-use environments.

- Elevated foot rests provide stability and comfort during heavy lifts
- Stainless-steel cable guides provide added protection for lasting durability
- Thigh pad easily adjusts to provide stability and comfort
- Clearly indicated adjustments for ease of use

ADJUSTMENTS	
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes

FRAME & CABLES	
FRAME COLOR	Iced Silver
FRAME FINISH	Proprietary two-coat powder process
CABLE TRANSMISSION	Internally lubricated cables & fittings
MACHINE ANCHORING	Machine anchoring locations

TECH SPECS	
PRODUCT WEIGHT (STANDARD STACK)	246 kg / 543 lbs.
PRODUCT WEIGHT (HEAVY STACK)	278 kg / 613 lbs.
OVERALL DIMENSIONS (L X W X H)	180.5 x 157.9 x 226.3 cm / 71.1" x 62.2" x 89.1"

USER AMENITIES	
REAR PLACARDS	Color-coded machine identification & machine specific stretching
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
PLACARD COLOR CODING	Yellow (upper body)
CONTOURED SEAT	Yes
PERSONAL STORAGE	Bottle holder, storage area and towel holder (towel holder on rep counter only)
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
FOOT SUPPORT	Foot support accommodates users of all sizes for additional lower body support

WEIGHT STACK	
WEIGHT STACK GUARDING	Full front and rear shields
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
STANDARD STACK	72 kg / 160 lbs.
HEAVY STACK	104 kg / 230 lbs.



Versa Multi Press

VS-S131

Our Versa Multi-Press station makes building and toning major upper-body muscles accessible, efficient and comfortable. It's specifically designed for easy entry and exit, and the dual-position grips provide excellent training variety. It includes clearly indicated adjustment points for easy use, a reclined position to maximize lumbar support and elevated footrests for superior stability and comfort during heavy lifts.

- Clearly indicated adjustments for ease of use
- Smoothly transition between exercises with one simple adjustment
- Reclined position offers greater lumbar support
- Elevated foot rests provide stability and comfort during heavy lifts
- Dual-position hand grips allow for greater training variety
- Designed for easy entry and exit

ADJUSTMENTS	
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes
USER ADJUSTMENT RANGE	3 user start options

FRAME & CABLES	
FRAME COLOR	Iced Silver
FRAME FINISH	Proprietary two-coat powder process
CABLE TRANSMISSION	Internally lubricated cables & fittings
MACHINE ANCHORING	Machine anchoring locations

TECH SPECS	
PRODUCT WEIGHT (HEAVY STACK)	268 kg / 590 lbs.
OVERALL DIMENSIONS (L X W X H)	154.3 x 157.2 x 199.9 cm / 60.7" x 61.9" x 78.7"
PRODUCT WEIGHT (STANDARD STACK)	236 kg / 520 lbs.

USER AMENITIES	
FOOT SUPPORT	Foot support accommodates users of all sizes for additional lower body support
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
PLACARD COLOR CODING	Yellow (upper body)
CONTOURED SEAT	Yes
PERSONAL STORAGE	Bottle holder, storage area and towel holder (towel holder on rep counter only)
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
REAR PLACARDS	Color-coded machine identification & machine specific stretching

WEIGHT STACK	
STANDARD STACK	72 kg / 160 lbs.
HEAVY STACK	104 kg / 230 lbs.
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
WEIGHT STACK GUARDING	Full front and rear shields
CONSISTENT STACK HEIGHT	Yes



Versa Hip Abductor / Adductor

VS-S74

Offer your people more functionality in less space with our Versa Hip Abductor / Adductor dual station. It transitions smoothly from one exercise to the other, and clearly indicated adjustment points make it easy for virtually anyone to get comfortable and get started. It even includes a reclined position to maximize lumbar support during workouts.

- Dual function machine saves space and increases functionality
- Clearly indicated adjustments for ease of use
- Reclined position for greater lumbar support
- Incremental weight

ADJUSTMENTS	
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes
RANGE OF MOTION ADJUSTMENT	Range of Motion adjustment

FRAME & CABLES	
FRAME FINISH	Proprietary two-coat powder process
MACHINE ANCHORING	Machine anchoring locations
CABLE TRANSMISSION	Internally lubricated cables & fittings
FRAME COLOR	Iced Silver

TECH SPECS	
REP COUNTER POWER SUPPLY	2 AA batteries
REP COUNTER BATTERY LIFE	Approximately 3 years
REP COUNTER MACHINE USAGE TRACKING	Service mode tracks total machine reps and hours of use
OVERALL DIMENSIONS (L X W X H)	169.6 x 159.1 x 167.1 cm / 66.8" x 62.6" x 65.8"
PRODUCT WEIGHT (HEAVY STACK)	266 kg / 586 lbs.
PRODUCT WEIGHT (STANDARD STACK)	235 kg / 516 lbs.

USER AMENITIES	
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
PERSONAL STORAGE	Bottle holder, storage area and towel holder (Towel Holder on Rep Counter Only)
PLACARD COLOR CODING	Blue (lower body)
REAR PLACARDS	Color-coded machine identification & machine specific stretching

WEIGHT STACK	
WEIGHT PLATE INCREMENTS	Heavy: 15 lbs (6.8 kg) & 10 lbs (4.5 kg), Standard: 10 lbs (4.5 kg)
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
TOTAL STACK WEIGHT	Heavy: 230 lbs (104 kg), Standard: 160 lbs (72 kg)
CONSISTENT STACK HEIGHT	Yes
WEIGHT STACK GUARDING	Full front and rear shields



Versa Leg Press / Calf Press

VS-S70

- One-handed start adjustment for ease of use
- Air shock assisted foot platform provides smoother adjustments
- Assistance handle and low step over height for easy access
- Footplate identifies user foot position with unique visual indicators
- Incremental weight

ADJUSTMENTS	
COLOR CODED PIVOTS & POINTS OF ADJUSTMENT	Yes
RANGE OF MOTION ADJUSTMENT	Gas Assisted Foot Platform Adjustment

FRAME & CABLES	
FRAME FINISH	Proprietary two-coat powder process
FRAME COLOR	Iced Silver
CABLE TRANSMISSION	Internally lubricated cables & fittings
MACHINE ANCHORING	Machine anchoring locations

TECH SPECS	
PRODUCT WEIGHT	361 kg / 795 lbs.
OVERALL DIMENSIONS	232.4 x 102.4 x 167.1 cm / 91.5" x 40.3" x 65.8"
REP COUNTER MACHINE USAGE TRACKING	Service mode tracks total machine reps and hours of use
REP COUNTER BATTERY LIFE	Approximately 3 years
REP COUNTER POWER SUPPLY	2 AA batteries

USER AMENITIES	
PERSONAL STORAGE	Bottle holder, storage area and towel holder (Towel Holder on Rep Counter Only)
REP COUNTER	Electronic counter displays reps, exercise time and rest time & provides towel holder hook
FRONT PLACARDS	Muscle call outs, machine specific stretching, start & finish exercise illustrations, proper machine movements
PLACARD COLOR CODING	Blue (lower body)
REAR PLACARDS	Color-coded machine identification & machine specific stretching

WEIGHT STACK	
WEIGHT STACK GUARDING	Full front and rear shields
WEIGHT PLATE INCREMENTS	25 lbs (11 kg)
INCREMENTAL WEIGHT SYSTEM	5 lbs (2.3 kg)
CONSISTENT STACK HEIGHT	Yes
TOTAL STACK WEIGHT	415 lbs (188 kg)



Magnum Half Rack

MG-A690

- Open-front design gives users freedom of movement
- As shown with adjustable safety bars, dual-grip chin bar, bar storage, band storage and weight storage
- J-hooks made of high-density polyethylene (HDPE) to protect bar knurling from scratches
- Visual height indicator and colored locking pin make bar-level changes quick and easy

FRAME	
HEIGHT OPTIONS	Available in 241cm, 256.5 and 287 cm / 95", 101", and 113" tall configurations
FRAME CONSTRUCTION	10.2 x 7.6 cm / 4" x 3"; 7-gauge steel uprights are laser-cut for easy movement of the heavy-duty J-hook system
STORAGE	
WEIGHT	10 weight-storage horns capable of holding both Bumper and Olympic plates

TECH SPECS	
8' OVERALL DIMENSIONS (L X W X H)	166.5 x 187 x 256.5 cm / 65.5" x 73.5" x 101"
MAX. USER WEIGHT	181.5 kg / 400 lbs
9' PRODUCT WEIGHT	202 kg / 445 lbs
8' PRODUCT WEIGHT	195 kg / 430 lbs
MAX. TRAINING WEIGHT	408.5 kg / 900 lbs.
9' OVERALL DIMENSIONS (L X W X H)	166.5 x 187 x 287 cm / 65.5" x 73.5" x 113"
7'6" (LH) OVERALL DIMENSIONS (L X W X H)	166.5 x 187 x 241 cm / 65.5" x 73.5" x 95"
7'6" (LH) PRODUCT WEIGHT	191.5 kg / 422 lbs

Magnum Adjustable Ab Bench

MG-A77

- Elevated knee position reduces low-back stress
- Adjustable leg pad accommodates all users
- Protective molded guards in high wear/scuff areas
- Back support pivots into 6 different positions from 0 to 25 degrees



FRAME	
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
SHIPPING WEIGHT	59 kg / 131 lbs.
OVERALL DIMENSIONS (L X W X H)	155 x 69 x 145 cm / 61" x 27" x 57"

Magnum Barbell Rack

MG-A98

- Upright design provides convenience for barbell accessories
- Rack holds ten barbells, five per side
- Chromed racks provide lasting commercial finish



FRAME	
OVER-SIZED FRAME TUBING	Yes
FRAME COLOR	Iced Silver
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
MAX STORAGE WEIGHT (OVERALL)	294 kg / 650 lbs.
MAX STORAGE WEIGHT (PER SHELF)	50 kg / 110 lbs.
TOTAL WEIGHT	81 kg / 178.6 lbs
OVERALL DIMENSIONS	138.5 x 88.7 x 152.9 cm / 54.5" x 34.9" x 60.2"

Magnum Multi-adjustable Bench

MG-A85

- Wide back pad stabilizes users during heavy lifts
- Integrated wheels provide easy movement within facility
- Drop-away handle and wheels provide easy movement
- Adjustable back pad with 5 positions from 0 to 80 degrees
- Seat automatically adjusts with the back pad for ease of use
- Protective molded guards in high wear/scuff areas



FRAME	
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
MAX USER WEIGHT	159 kg / 350 lbs.
MAX TRAINING WEIGHT	136 kg / 300 lbs.
SHIPPING WEIGHT	43 kg / 95 lbs.
OVERALL DIMENSIONS (L X W X H)	135 x 58 x 51 cm / 53" x 23" x 20"
5 BACK PAD ANGLES	0, 30, 45, 60, 80-degrees

Magnum VKR w/Chin

MG-A63C

- Angled back support, elbow pads and handles provide added stability and comfort
- Multiple chin grips and rock-climbing grips for added exercise variety
- Oversized round handles for added comfort on dip



FRAME	
FRAME FINISH	Proprietary two-coat powder process

TECH SPECS	
OVERALL DIMENSIONS (L X W X H)	135 x 109 x 245 cm / 53" x 43" x 96"
SHIPPING WEIGHT	120 kg / 265 lbs.

XULT RUBBER HEX DUMBBELLS

Classic hex design prevents rolling on flat surfaces. 32 mm (5-50 lbs) or 35 mm (55-100 lbs) handles. Made with virgin rubber to ensure the highest quality. A thick rubber coating is anchored to the solid steel core. Sold as a pair. 3 year limited warranty.

Sizes: 5-100 lbs, 2.5-27.5 lbs

CUSTOM DESIGNS
AVAILABLE! ►



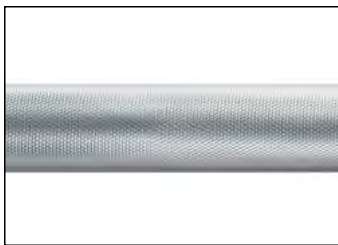
DESIGN

- Flat faces for balance
- Easy to read permanently bonded weight markings
- Plus/minus 2% tolerance of stated weight



COVERING

- Proprietary bonding agent
- Thick virgin rubber – no odor
- Wear resistant matte textured surface



HANDLE

- Durable industrial hard chrome with medium diamond knurling
- Straight, ergonomically correct handle
- Medium diamond knurling
- 32 mm diameter up to 50 lbs / 35 mm over 55 lbs



CORE

- Machined radiuses to prevent damage to casing
- Precision drilled solid steel heads ensure a tight straight fit
- Handles are 60 ton pressed fit into heads and welded for durability
- Sandblasted prior to covering for better adhesion

XULT RUBBER GRIP PLATE

Made with high quality virgin rubber, our metal cores have a machined radius on the edges to eliminate internal sharp edges and cutting from within. Anchor notches and grooves are then cut into the iron and a proper bonding agent applied to allow a thick coating of rubber to permanently bond to the metal. 3 year limited warranty. Sold individually.

Sizes: 2.5, 5, 10, 25, 35 & 45 lbs

CUSTOM DESIGNS
AVAILABLE! ►



DESIGN

- Round, functional design with three comfortable handles
- Large easy to read numbers
- Plus/minus 2% tolerance of stated weight



COVERING

- Proprietary bonding agent
- Thick virgin rubber coating – no odor
- Will not fade or discolor
- Wear resistant matte textured surfaces
- Coated to center hole, no exposed center hub



CORE

- Machined radiuses to prevent damage to casing
- Sandblasted prior to covering for better adhesion

XULT CAST KETTLEBELLS

Help a wide range of users take part in dynamic strength-building exercises with a variety of durable, balanced kettlebells.

Warranty: 90 day limited warranty

Sizes: 5, 10, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60, 70, 80 and 90 lbs.



FEATURES/BENEFITS

- Available in a range of sizes from 5 lbs. to 90 lbs.
- Matte powder finish is smooth while providing excellent grip

LIMITED WARRANTY

This limited warranty covers defects in materials and workmanship for the original owner. This warranty shall not apply to defects caused by normal wear and tear, physical abuse or vandalism of the product. Any modifications or alterations will void the warranty.

SIZES

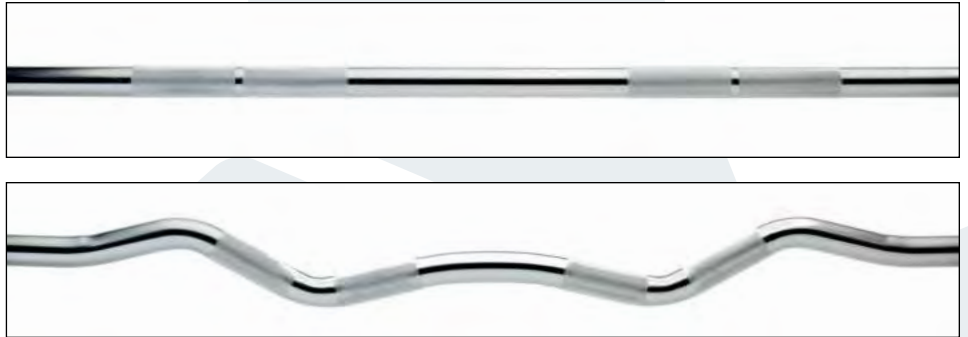
- 5 lb. Cast Kettlebell – XT-005CAST-KB
- 10 lb. Cast Kettlebell – XT-010CAST-KB
- 15 lb. Cast Kettlebell – XT-015CAST-KB
- 20 lb. Cast Kettlebell – XT-020CAST-KB
- 25 lb. Cast Kettlebell – XT-025CAST-KB
- 30 lb. Cast Kettlebell – XT-030CAST-KB
- 35 lb. Cast Kettlebell – XT-035CAST-KB
- 40 lb. Cast Kettlebell – XT-040CAST-KB
- 45 lb. Cast Kettlebell – XT-045CAST-KB
- 50 lb. Cast Kettlebell – XT-050CAST-KB
- 55 lb. Cast Kettlebell – XT-055CAST-KB
- 60 lb. Cast Kettlebell – XT-060CAST-KB
- 70 lb. Cast Kettlebell – XT-070CAST-KB
- 80 lb. Cast Kettlebell – XT-080CAST-KB
- 90 lb. Cast Kettlebell – XT-090CAST-KB

XULT RUBBER ROUND BARBELL

Made with virgin rubber to ensure the highest quality. A thick rubber coating is anchored to the steel core. 32 mm handles. 3 year limited warranty. Barbell heads to match dumbbell heads. All barbells available as a Straight or EZ-Curl.

Sizes: 20-110 lbs

CUSTOM DESIGNS
AVAILABLE!



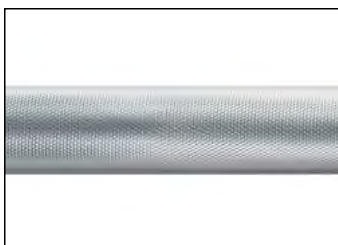
DESIGN

- Flat faces for balance
- Easy to read permanently bonded weight markings
- Plus/minus 2% tolerance of stated weight



COVERING

- Proprietary bonding agent
- Thick virgin rubber - no odor
- Wear resistant matte textured surface



HANDLE

- Durable industrial hard chrome with medium diamond knurling
- Medium diamond knurling
- 32 mm diameter



CORE

- Machined radiuses to prevent damage to casing
- Precision drilled solid steel heads ensure a tight straight fit
- Handles are 60 ton pressed fit into heads and welded for durability
- Sandblasted prior to covering for better adhesion

STANDARD PREVENTIVE MAINTENANCE PROGRAM

During scheduled maintenance, your equipment will receive a thorough check-up including:

- Regularly scheduled maintenance performed by Matrix Certified Technicians (see Machine-Specific Checkpoints to the right)
- Necessary minor adjustments for optimal equipment performance
- Recommended lubrication and cleaning
- A completed checklist for your records

The CFP Preventive Maintenance Program is not a substitute for routine cleaning and periodic adjustments by your staff. Your staff should still follow the cleaning and adjustment procedures as outlined in the Matrix Cardio and Strength Preventive Maintenance documents. If you have any questions, call CFP Service Dept. (954) 747-5128. Monday - Friday, 9am-5pm EST.

CFP maintains & services most major brands of commercial equipment.



Our Preventive Maintenance plans can be tailored to your facility's needs as well.

MACHINE-SPECIFIC CHECKPOINTS:

Ensuring optimal performance of your Matrix equipment is our goal. The following outlines the key tasks performed by Matrix Certified Technicians as a pledge to protect your investment and keep your facility running smoothly.

TREADMILLS

- Adjust running belt
- Inspect running deck and test amp draw
- Inspect and clean deck shocks
- Test all keypads and buttons
- Vacuum under motor cover
- Lubricate elevation motor screw
- Clean entire machine

CLIMBMILLS/STEPPERS

- Test and adjust all operating components
- Test all keypads and buttons
- Test and inspect Control Zone
- Test heart rate grips
- Vacuum inside of shrouds
- Clean and grease chain
- Clean entire machine

ALL OTHER CARDIO

- Test all operating components
- Test all keypads and buttons
- Test heart rate grips
- Lubricate elevation motor screw
- Inspect pedals/foot pads
- Clean entire machine

INDOOR CYCLES

- Grease and lubricate moving parts/ brake pad
- Test for proper function
- Clean entire machine

STRENGTH

- Grease joints
- Lubricate guide rods
- Tighten and adjust pull pins
- Check and tighten hardware
- Tension cables/belts
- Test for proper function
- Clean entire machine

TECHNOLOGY & ENTERTAINMENT

- Test for proper function
- Clean with microfiber cloth and chemical-free screen cleaner
- Check cabling and fix any broken connections



PROPOSAL

5034 N Hiatus Road, Sunrise, FL 33351

Office:

Cell: 904- 562-8318

Email: mark@commfitnessproducts.co

Fax: 239-938-1462

PROPOSAL # F409098M

Date: Oct 10, 2022

Expiration Date: 11/10/2022

BILL

TO: Rivertown
39 Riverwalk Blvd
St. Johns, FL 32259

SHIP

TO: Rivertown
39 Riverwalk Blvd
St. Johns, FL 32259

ATN Johnathan Perry
Phone (904) 307-8313
Email jperry@vestapropertyservices.co

ATN Johnathan Perry
Phone (904) 307-8313
Email jperry@vestapropertyservices.co
m

Prepared By	P.O. Number	Ship Via	F.O.B. Point	Payment Terms	Install Date
Mark Smilek	Will Advise	Dropship	Origin	50% Deposit, 50% COD	

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
		<i>FLOORING UPGRADES</i>		
1,400	Pro8	8mm Rolled Rubber - 7 - 50' x 4' Rolls - 20% Fleck - Color TBT	\$3.03	\$4,242.00
3	5gal	5 Gal Adhesive	\$249.00	\$747.00
1	2.5 gal	2.5 Gal Adhesive	\$175.00	\$175.00
1	Delivery/Install	Professional Installation - Provided by Local Flooring Partner*	\$3,767.50	\$3,767.50
1	TakeUp/Removal	Professional Take-Up/Removal Provided by Local Flooring Partner*	\$494.72	\$494.72
		<i>Recommended Products:</i> <i>Transitions - \$75 each</i> <i>Shoe Molding - Cove or Quarter Round - \$1.50lf</i>		
		<i>*Installation and Take Up Provided by Local Flooring Partner and services paid to them directly.</i> <i>Room will need to be cleared of equipment prior to installation.</i> <i>If not, additonal moving fees will apply.</i> <i>Customer is responsible for removal & disposal of existing equipment unless otherwise noted.</i> <i>Materials will be drop shipped. 24-48hrs required for in room acclimation prior to install.</i>		

QTY	MODEL	DESCRIPTION	UNIT PRICE	LINE TOTAL
	<i>Frame Color</i>	Standard Silver		
	<i>Upholstery Color</i>	Standard Black		
	<i>Notes</i>	*Installation and Take Up Provided by Local Flooring Partner and services paid to them directly. Room will need to be cleared of equipment prior to installation.		
			Subtotal	\$9,426.22
			State Tax	\$0.00
			Freight	\$844.00
			Grand Total	\$10,270.22

Lead Times	
Due to global supply chain disruption, lead times may be extended. For current lead times, contact your CFP representative.	

For Delivery Staff					
Date:		Amount Collected:		Check No.:	
Received By: (Print Name and Sign)					

Terms and Conditions

Acceptance of Proposal

The stated prices, specifications, and conditions are satisfactory and are hereby accepted by the undersigned. This proposal becomes a binding contract when signed. Commercial Fitness Products is authorized to provide the materials as specified. Payment will be made as outlined above, if not finance charges may apply. Special Orders require a 50% Non-Refundable Deposit. Restocking charge fee is 25% on all cancelled orders. Changes in

Scheduled Installations

CFP will make every effort to deliver & install on Purchaser's required date.

Should Purchaser be unable to accept delivery after confirmed Ship Date or scheduled Installation Date, due to - readiness of the site, availability of payment, electrical connections, flooring installation, or other such issues, Redelivery & Storage Charges will apply. Fees will be assessed from volume of equipment, site location, and length of storage.

Confidentiality

Purchaser will keep all of the pricing terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third Party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

Additional Terms of Sale

Prices are guaranteed for 30 Days only. Product and Freight pricing based upon purchase of the total package. Until products are paid for in full ownership of products remains as CFP. Customer grants to, and Commercial Fitness Products, Inc. shall retain, a security interest in and lien on all Products sold to Customer.

Per industry safety standards CFP hereby notifies Purchaser of the need to locate treadmills with a 2-meter-long clear zone behind each treadmill.

Purchaser shall indemnify CFP against any and all losses, liabilities, damages and expenses which may incur as a

Technology

Purchaser is responsible for providing power & technology requirements, as stated below. Failure to have any or all

Power Requirements - treadmills require a dedicated 20amp circuit with non-looped ground & neutral wires with a NEMA 5-20R receptacle. Bikes, Ellipticals Climbmills & Steppers can be "daisy-chained" with up to four (4) units on a single receptacle.

TV Signal - unencrypted digital via RG6 COAX Cable. Each TV requires an RG6 patch cable with F-Type compression fitting. OPTV requirements vary - please check with A/V Technician & Cable/SAT provider.

Network - Hardline connection preferred, and required for some incidents - please check with A/V Technician & Internet provider. WiFi, 5Mbps per console MAX download usage -No Splash Page or Secondary Authentication

Warranties

Matrix CV Warranty: Frame & Drive Motor - 7 Yrs, Parts & Labor - 3 Yrs. Bikes & Ellipticals: Frame Construction (excludes finish) - 10 Yrs, Brake & Drive System - 3 Yrs, Flywheel Assembly - 3 Years. Service provided by

Matrix Strength (Ultra, Versa, Aura, Magnum, Varsity, Connexus) Warranty: Frame - 10 Yrs, Parts - 5 Yrs., Labor - 3Yrs., Upholstery/Cables/Springs/ Grips - 1Yr.

Matrix Strength (G1 Strength): Warranty: Frame - 10 Yrs, Parts - 1 Yrs., Labor - 1Yrs., Upholstery/Cables/Springs/ Circle Fitness Cardio of 3 yrs parts and 1 yr labor.

InFlight Fitness: Lifetime warranty on the frame and welds. One year warranty on cables, pulleys and moving parts.

BodyCraft Treadmills & Ellipticals: 10 year- Frame, 5 year- Parts. 1 Year - Labor

BodyCraft Upright & Recumbent Bikes: 10 year- Frame . 5 year- Parts , 2 Year - Labor

Pre-Owned Equipment Warranty: 30 Days Parts & Labor

Please initial that you acknowledge and accept the 'Terms and Conditions' of this proposal.

Make payments to the order of:
Commercial Fitness Products, Inc.

Fed-Ex, UPS, USPS etc.

Commercial Fitness Products, Inc.
5034 N Hiatus Rd
Sunrise, FL 33351

Wire Transfer Bank Information Available
Upon Request.

Proposal # : F409098M

Proposal Amount: \$10,270.22

Payment Terms: 50% Deposit, 50% COD

Deposit Amount: \$5,135.11

Balance: \$5,135.11

Signature _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____



Rivertown
Johnathan Perry
(904) 307-8313
perry@vestapropertyservices.co

October 12, 2022

Dear Johnathan Perry,

Thank you for allowing Navitas Credit Corp. to meet your financing needs. Please review the proposed payment options designed to meet almost any budgeting need. If you have any questions or to apply for credit, contact us at mark@commfitnessproducts.com or call (904) 562-8318.

Description: **New Commercial Fitness Equipment**

Amount: **\$121,803.01**

Purchase Option	36	48	60
Preferred Business: EFA/\$1 Buyout	\$3,763.71	\$2,935.45	\$2,399.52

Financing Plan Overview

Preferred Business: EFA/\$1 Buyout This plan should be selected if the company knows upfront that they want to own the equipment. At the end of the contract term the company financing the equipment owns it for \$1.00. This lease also is known as a capital lease and should be treated as a finance purchase.

Note: Payments quoted do not include applicable taxes or fees.

We look forward to meeting your financing needs.

Sincerely,

Mark Smilek

(904) 562-8318
mark@commfitnessproducts.com

This quote is valid for 30 days from today and will expire on Friday - November 11, 2022.

Rivertown
Johnathan Perry
(904) 307-8313
perry@vestapropertyservices.co

October 12, 2022

What You Need To Know About 2022 Section 179 Deductions

New 2022 IRS Section 179 tax laws can save your company money and make procuring equipment more affordable. Businesses like yours can take a same year tax deduction for every dollar of equipment you buy or finance... up to \$1,080,000. By taking advantage of your Section 179 deductions, so if you buy or finance a piece of qualifying equipment, you can deduct the purchase price from your gross income.

2022 Section 179 Highlights

- The new business deduction allowance for Section 179 is now \$1,080,000 in qualifying equipment and software purchases.
- The deduction ceiling for the maximum amount of equipment/software that can be purchased to claim the full deduction is now \$2,700,000. (The full deduction can be claimed until the \$2,700,000 threshold is reached).
- Once you reach the \$2,700,000 threshold, the deduction will decrease on a dollar for dollar basis.
- Your deduction ability will end once \$3,780,000 worth of equipment is purchased.
- A majority of new and used equipment, as well as some software, qualify for the program.
- 100% bonus depreciation is now available which can dramatically add to potential equipment savings.
- Companies can still qualify for the tax savings benefits if they acquire the equipment utilizing lease or loan financing.

Note: To determine your companies potential tax savings you should seek the advance of your tax advisor. Applications are subject to credit approval. Rates are subject to change without notice.

Your Section 179 Savings Schedule

Initial Transaction Cost	\$121,803.01
1st year write-offs	
- Section 179 deduction	\$121,803.01
- Bonus Depreciation (100% after Section 179 deduction)	\$0.00
- Annual Standard Depreciation	\$0.00
Total deduction in 1st year	\$121,803.01
 Tax savings (21% tax bracket assumed)	 \$25,578.63
Bottom line equipment cost after tax savings	\$96,224.38

Terms and Conditions: These rates are based on our "Preferred" customer pricing levels and are subject to change based on the credit quality of the business applying. Loan plans may not be available in all states. Additional plans may also be available based on the transaction dollar amount, business type, and credit quality of the applicant. All applications are subject to credit approval. All plans may require advance payments and a one-time documentation fee. These rates are subject to change without notice.

This quote is valid for 30 days from today and will expire on Friday - November 11, 2022.

STANDARD PREVENTIVE MAINTENANCE PROGRAM

During scheduled maintenance, your equipment will receive a thorough check-up including:

- Regularly scheduled maintenance performed by Matrix Certified Technicians (see Machine-Specific Checkpoints to the right)
- Necessary minor adjustments for optimal equipment performance
- Recommended lubrication and cleaning
- A completed checklist for your records

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CFP maintains & services most major brands of commercial equipment.



Our Preventive Maintenance plans can be tailored to your facility's needs as well.

MACHINE-SPECIFIC CHECKPOINTS:

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TREADMILLS

- Adjust running belt
- Inspect running deck and test amp draw
- Inspect and clean deck shocks
- Test all keypads and buttons
- Vacuum under motor cover
- Lubricate elevation motor screw
- Clean entire machine

CLIMBMILLS/STEPPERS

- Test and adjust all operating components
- Test all keypads and buttons
- Test and inspect Control Zone
- Test heart rate grips
- Vacuum inside of shrouds
- Clean and grease chain
- Clean entire machine

ALL OTHER CARDIO

- Test all operating components
- Test all keypads and buttons
- Test heart rate grips
- Lubricate elevation motor screw
- Inspect pedals/foot pads
- Clean entire machine

INDOOR CYCLES

- Grease and lubricate moving parts/ brake pad
- Test for proper function
- Clean entire machine

STRENGTH

- Grease joints
- Lubricate guide rods
- Tighten and adjust pull pins
- Check and tighten hardware
- Tension cables/belts
- Test for proper function
- Clean entire machine

TECHNOLOGY & ENTERTAINMENT

- Test for proper function
- Clean with microfiber cloth and chemical-free screen cleaner
- Check cabling and fix any broken connections



Your Wellness Business Partner



Technogym for

RIVERTOWN RIVERHOUSE APARTMENT COMMUNITY

Prepared by
Rob Killen



PROPOSAL SUMMARY

CUSTOMER DETAILS

Customer name	RIVERTOWN RIVERHOUSE APARTMENT COMMUNITY
Billing Address	
Contact	JOHNATHAN PERRY
Telephone	+1 904-307-3813
Customer Code	AC-2132526
Order Confirmation Email	
Invoice Email	

DESTINATION DETAILS

Address	140 LANDING STREET SAINT JOHNS Florida 32259 United States
Customer Code	AC-2132526

PROPOSAL DETAILS





Technogym Ref.	Rob Killen rkillen@technogym.com
Ref #	Q-00210989 / 0002261219 RIVERTOWN RIVERHOUSE APARTMENT COMMUNITY - 03/04/2022
Expiry Date	04/06/2022

LOGISTIC DETAILS

Pedestrian Zone	No	Drop off point distance to gym (ft)	
Floor number of the gym		Doors min Dim L x H (in)	
Suitable lift available	No	Ceiling min. height (in)	
Electricity available		Floor protection required	No
Phone contact	+1 904-307-3813	Site inspection required	NO
Mandatory delivery date	NO	Road constraints	NO

SMART EQUIPMENT

CARDIO

PRODUCT	QTY	NET AMOUNT USD
 <p>EXCITE LIVE BIKE LIVE 16 P 7000 [4] METEOR BLACK</p> <ul style="list-style-type: none"> Model: 7000 [4] Console: LIVE 16 TV Mode: ATSC + IPTV Power: 90-240 VAC [3] Color Option: METEOR BLACK <p>Frame: Anthracite (AN), Cover: Anthracite Black (EA)</p> <p>CODE: DFCU3Q4AANFQEA2U</p>	1	5,792.00 1 x 5,792.00
 <p>EXCITE LIVE RECLINE LIVE 16 P 5000 METEOR BLACK</p> <ul style="list-style-type: none"> Model: 5000 Console: LIVE 16 TV Mode: ATSC + IPTV Power: 90-240 VAC [3] Color Option: METEOR BLACK <p>Frame: Anthracite (AN), Cover: Anthracite Black (EA)</p> <p>CODE: DFDU3Q3AANFQEA2U</p>	1	5,592.00 1 x 5,592.00
 <p>EXCITE LIVE RUN LIVE 19 P 5000 METEOR BLACK</p> <ul style="list-style-type: none"> Model: 5000 Console: LIVE 19 TV Mode: ATSC + IPTV Power: 90-240 VAC [A] Color Option: METEOR BLACK <p>Frame: Anthracite (AN), Cover: Anthracite Black (EA)</p> <p>CODE: DFKUAQ3AAN00EA2U</p>	6	51,312.00 6 x 8,552.00
 <p>EXCITE LIVE SYNCHRO AR LIVE 16 P 5000 METEOR BLACK</p> <ul style="list-style-type: none"> Model: 5000 Console: LIVE 16 TV Mode: ATSC + IPTV Power: 90-240 VAC [3] Color Option: METEOR BLACK <p>Frame: Anthracite (AN), Cover: Anthracite Black (EA)</p> <p>CODE: DFHU3Q3AAN00EA2U</p>	2	16,464.00 2 x 8,232.00
TOTAL CARDIO	10	79,160.00






STRENGTH

PRODUCT	QTY	NET AMOUNT USD
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STRENGTH

PRODUCT	QTY	NET AMOUNT USD
 <p>DUAL ADJUSTABLE PULLEY FITNESS STRENGTH Anthracite Black(B)</p> <ul style="list-style-type: none"> Weight Stack: +80 kg/160 lbs Color Option: STRENGTH Anthracite Black(B) Frame: Anthracite (AN), Cover: Textured Black (B) , Upholstery: [None] <p>CODE: MB448N0-AN00GGBL</p>	1	6,961.50 1 x 6,961.50
 <p>MULTIPOWER [None]</p> <ul style="list-style-type: none"> Weight Stack: None Color Option: [None] Frame: Anthracite (AN), Cover: None , Upholstery: [None] <p>CODE: MB82NN0-AN00GG00</p>	1	4,802.50 1 x 4,802.50
 <p>FITNESS BENCHES ADJUSTABLE BENCH Anthracite - Black [55]</p> <ul style="list-style-type: none"> Color Option: Anthracite - Black [55] Frame: Anthracite (AN), Cover: Graphite Grey (GG) , Upholstery: Black (V0) <p>CODE: PA04-ANV0GG</p>	2	2,682.00 2 x 1,341.00
 <p>TWO TIER DUMBBELL RACK</p> <ul style="list-style-type: none"> Color Option: Frame: Black (NB), Cover: Black (NR) <p>CODE: A0000521-NB</p>	1	1,755.00 1 x 1,755.00
 <p>SELECTION 700 ABDOMINAL CRUNCH 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNBCNNMCANFMAN10</p>	1	4,064.00 1 x 4,064.00
 <p>SELECTION 700 CHEST PRESS 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNFCNNMCANFMAN10</p>	1	3,744.00 1 x 3,744.00
 <p>SELECTION 700 DUAL LEG CURL/EXTENSION 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNMCNNMCANFMAN10</p>	1	5,064.00 1 x 5,064.00

STRENGTH

PRODUCT	QTY	NET AMOUNT USD
 <p>SELECTION 700 DUAL PECTORAL/REVERSE FLY 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNNCNNMCANFMAN10</p>	1	5,064.00 1 x 5,064.00
 <p>SELECTION 700 LAT MACHINE 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNLCNNMNANFMAN10</p>	1	3,584.00 1 x 3,584.00
 <p>SELECTION 700 LEG PRESS 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNACNNMNANFMAN10</p>	1	6,136.00 1 x 6,136.00
 <p>SELECTION 700 LOWER BACK 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNCCNNMCANFMAN10</p>	1	3,992.00 1 x 3,992.00
 <p>SELECTION 700 SHOULDER PRESS 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNECNNMCANFMAN10</p>	1	3,736.00 1 x 3,736.00
TOTAL STRENGTH	13	51,585.00

SKILL LINE

PRODUCT	QTY	NET AMOUNT USD
 <p>SKILLROW 7"</p> <ul style="list-style-type: none"> Display: 7" User Connectivity: through Technogym key reader Color Option: Frame: Anthracite (AN), Upholstery: Black (EA), Cover: Anthracite Black (EA) <p>CODE: DJR0NDTANEAENR2</p>	2	5,871.00 2 x 2,935.50

TOTAL SKILL LINE	2	5,871.00
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OTHERS

PRODUCT	QTY	NET AMOUNT USD
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SKILLTOOLS KIT CODE: A0001029-LBKNR	1	4,311.00 1 x 4,311.00
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Power Pack DAP CODE: A0000550	1	454.50 1 x 454.50
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HAMPTON DURA PRO 5 50LB DB CODE: JZE_HF-DPU-5-50	1	1,585.04 1 x 1,585.04
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HAMPTON URTHE PLATES 5 45LB CODE: JZE_HF-HOG-U-250	1	907.44 1 x 907.44
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TOTAL OTHERS	4	7,257.98
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SOFTWARE SERVICES

PRODUCT	QTY	MONTHLY NET AMOUNT USD
Live Premium Content 36 M	9	45.00
CODE: ENPTS0X36V0-M		
TOTAL SOFTWARE SERVICES	9	45.00



TOTAL WELLNESS SOLUTION SUMMARY

TOTAL AMOUNT
USD

PRODUCTS

Products	143,873.99
Delivery&Installation	21,430.53
Total	165,304.52
TAX (6.5 %)	11,571.32 *Freight is not included in taxes calculation
Total (TAX included)	176,875.84

SOFTWARE SERVICES

Monthly amount	45.00
Payment frequency	Monthly
Number of Installments	36
Total Installment amount	45.00
TAX (6.5 %)	3.15
Total Installment amount (TAX Included)	48.15
Total Contract amount (TAX Included)	1,733.39

PAYMENTS

Payment Method	Payment Terms	Amount
		178,609.23

DELIVERY TERMS

Delivery Terms: Delivered at place

Delivery week: Delivery date is intended as any working day included in the "week" starting from **Monday [08/01/2022]** to **Friday [08/05/2022]**

The delivery date is binding as soon as it is confirmed by Technogym.

The delivery date cannot be earlier than „9" weeks of the date of receipt of this signed proposal and will be binding only upon payment of the deposit, if required. Please note that the delivery date may vary during peak periods. Technogym will always communicate the final delivery date within the order confirmation. The delivery day is defined as every working day that falls within the communicated "delivery week"

By signing this proposal the customer accepts and confirms the above contents subject to the TECHNOGYM® General Sale Terms and Conditions and/or - where applicable - the Service General Terms and Conditions and/or the MYWELLNESS® Cloud Master Subscription Agreement:

Place and Date:

Name and title:

Signature:

Images and any other figurative representation of the products included within this offer are indicative only and may contain inaccuracies. For more precise details on each product, please refer to single descriptions.

INSTALL REQUIREMENTS

MINIMUM CEILING HEIGHTS

For the below items, these include an additional 0.92 in, the minimum recommended height for chin-up functionality:

CHIN UP LEG RAISE DIP – 9.02ft	OLYMPIC HALF RACK – 8.86ft	CABLE CROSSOVER – 8.86ft
DUAL ADJUSTABLE PULLEY – 8.69ft	KNEELING EASY CHIN DIP – 9.02ft	POWER PERSONAL – 8.37ft
OLYMPIC POWER RACK – 9.19ft	OMNIA3 AND OMNIA8 – 8.69ft	CABLE STATIONS 5 – 9.02ft

For the following items, consider the minimum height required during operation with an user 5.91ft tall:

RUN – 8.04ft	SYNCHRO – 7.87ft	STEP – 8.04ft
VARIO – 8.04ft	CLIMB – 9.51ft	CROSSOVER – 7.71ft

ACCESS FOR INSTALLATION

Note that these are large items and therefore require a site visit if installed through narrow access or stairs:

DUAL ADJUSTABLE PULLEY; VARIO; ARTIS SYNCHRO; CABLE TOWER; CABLE STATIONS

FOOTPRINT REQUIREMENTS

SKILLMILL, SKILLRUN, ALL TREADMILLS – in accordance with The General Product Safety Directive ISO 20957-1:2013 & UNI EN 957-6:2014 - a clearance of 6.56 feet space behind each treadmill is required.

KINESIS ONE and KINESIS CLASS – to maximize the functional capabilities of this product a working distance of 6.56 feet is recommended.

KINESIS STATIONS – to maximize the functional capabilities of this product a working distance of 3.28 to 5.25 feet is recommended.

OMNIA³ – to maximize the functional capabilities a footprint of 12.47ft (L) x 9.51ft (W) is recommended.

OMNIA⁸ – to maximize the functional capabilities a footprint of 18.37ft (L) x 21.33ft (W) is recommended.

FIXING AND SECURITY

The following products need to be fixed as specified in user manual, assembly instructions, safety information and warning stickers applied to the product.

SELECTION: Pectoral (C913) Multipower (C953, M853, M953), Chest press (C970), Crossover (M824, M924), Ercolina (M828, M928), Ercolina Rehab (M859, M959), Cable Jungle (M882, M982), Radiant (M888, M988)

ELEMENT: Ercolina (MA80, MB80), Ercolina Rehab (MA90, MB90), Multipower (MA83, MB83), Crossover Cables (MA85, MB85), Dual Adjustable Pulley (MB43)

CABLE STATIONS: Cable tower (MB89), Crossover Cables (MB93)

KINESIS STATIONS: Overhead Press (MH15), Press (MH20), High Pull (MH30), Core Station (MH65), Step/Squat (MH67), Low Pull (MH95)

OMNIA: Omnia8 (MJ05), Omnia3 (MJ10, MJ15, MJ20)

PERSONAL: Kinesis Personal (MD051, MD052), Rack Personal (A0000874)

LIFTING PLATFORMS – install only on a firm, flat surface. Do not install on a soft or floating surface

Technogym accepts no liability for injuries or otherwise to any person/s or good/s resulting from insecurity of the machines which are not installed and used in compliance with the user manual, Assembly Instructions, any additional safety information and warning stickers.

IT INFRASTRUCTURE CUSTOMER REQUIREMENTS AND GUIDELINES

GENERAL REQUIREMENTS

1. Use a **dedicated** Internet connection for the Technogym equipment.
2. Connect Technogym equipment preferably **by wire** where possible
3. **Do not use proxy servers** to connect Technogym equipment.
4. Use **DHCP** method for IP address assignment where possible.
5. Install the Wi-Fi access point in the **same room** of the equipment.
6. **Do not disable the DNS** name list provided by Technogym.

UNITY EXCITE/ARTIS/PERSONAL, SKILLRUN & UNITY SELF KIOSK

1. Supported Wi-Fi standard: IEEE 802.11a/b/g/n – 2,4 GHz and 5 GHz
2. Bandwidth is dependent on the number and type of applications that can be configured from the "TECHNOGYM APP STORE" :

UNITY NETWORK / INTERNET - Bandwidth requirements	5 pcs. equipment		10 pcs. equipment		20 pcs. equipment		40 pcs. equipment		60 pcs. equipment		100 pcs. equipment	
	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.
TRAINING ONLY - MINIMUM requirements (training only, no apps installed)	>1 Mbps	>512 kbps	>1 Mbps	>512 kbps	>2 Mbps	>1 Mbps	>3 Mbps	>1 Mbps	>4 Mbps	>2 Mbps	>4 Mbps	>2 Mbps
NO VIDEO STREAM - MINIMUM requirements (training, tracking, browsing, no video stream)	>2 Mbps	>512 kbps	>5 Mbps	>512 kbps	>7 Mbps	>1 Mbps	>10 Mbps	>1 Mbps	>12 Mbps	>2 Mbps	>16 Mbps	>2 Mbps
VIDEO STREAM - MINIMUM requirements (including video stream, e.g. YouTube)	>5 Mbps	>512 kbps	>7 Mbps	>512 kbps	>10 Mbps	>1 Mbps	>20 Mbps	>1 Mbps	>30 Mbps	>2 Mbps	>50 Mbps	>2 Mbps

UNITY MINI

1. UNITY MINI supports only Wi-Fi networks and requires bandwidth only for training data.
2. Supported Wi-Fi standard: IEEE 802.11a/b/g/n – 2,4 GHz and 5 GHz.

UNITY MINI – Wi-Fi only NETWORK / INTERNET - Bandwidth requirements	5 pcs. equipment		10 pcs. equipment		20 pcs. equipment		40 pcs. equipment		60 pcs. equipment		100 pcs. equipment	
	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.
MINIMUM requirements	>1 Mbps	>512 kbps	>1 Mbps	>512 kbps	>2 Mbps	>1 Mbps	>3 Mbps	>1 Mbps	>4 Mbps	>2 Mbps	>4 Mbps	>2 Mbps

TEAMBEATS, GROUP CYCLE, SKILLROW, SKILLMILL, SKILLBIKE

1. Technogym equipment can be used in two configurations: in classes or just as equipment

NETWORK / INTERNET - Bandwidth requirements	50 pcs. equipment		100 pcs. equipment		200 pcs. equipment	
	Downl.	Upl.	Downl.	Upl.	Downl.	Op
ONLY EQUIPMENT - MINIMUM requirements (devices directly connected to mywellness cloud)	>1 Mbps	>1 Mbps	>2 Mbps	>2 Mbps	>4 Mbps	>4 Mbps
DIGITAL CLASS- MINIMUM requirements (devices directly connected to UNITY SELF)	>0.5 Mbps	>0.5 Mbps	>1 Mbps	>1 Mbps	>2 Mbps	>2 Mbps

2. When present, it is recommended to connect UNITY SELF to the internet via wire
3. GROUP CYCLE, SKILLROW, SKILLMILL, SKILLBIKE work only with Wi-Fi and are compatible with the Wireless Standards IEEE 802.11 b,g - 2.4Ghz
4. All equipment and UNITY SELF kiosk must be connected in the same network (subnet)



GENERAL TERMS AND CONDITIONS OF PRODUCT SALES

Acceptance. Any order for Products or Services of Technogym USA Corp ("Technogym") is subject to the General Terms and Conditions of Product Sales (this "Agreement") between Technogym and you (the "Customer"). THIS AGREEMENT APPLIES TO THE SALE OF ANY PRODUCTS OFFERED BY TECHNOGYM. **Any provisions or conditions of any proposal, purchase order or other document that is inconsistent with or in addition to this Agreement is hereby voided and not binding, without the prior written consent of Technogym.** Technogym reserves the right to change, revise or update specifications and designs regarding Technogym's Products. Such changes do not entitle Customer to corresponding changes, revisions or updates for Products previously sold or shipped without additional payment. ALL ORDER(S) ARE EXPRESSLY CONDITIONED ON CUSTOMER'S ACKNOWLEDGEMENT OF, AND AGREEMENT WITH, THIS AGREEMENT. **See specific terms for Digital Products or Services and Maintenance Service Agreements.**

Shipment. Shipment dates are approximate and are NOT guaranteed. Customer waives all claims for damages due to delay in delivery beyond the control of Technogym. Technogym shall have the right to deliver Products in one or multiple shipments. Unless otherwise agreed by the parties, all shipping is **DAP (Delivered at Place) Customer place of destination** and Customer will be charged for all costs of shipping, handling and installation. Customer is responsible for all extra costs caused by split shipments and delays in the delivery or installation of Products and Services at customer request (other than force majeure), including storage, transportation and installation costs.

Price. Unless otherwise denoted, all monetary amounts are in United States Dollars for customers located in the USA and in Canadian Dollars for those located in Canada. All prices are exclusive of delivery & installation and all sales, use and excise taxes; these items will be included in separate lines in the invoice if applicable. Customer shall be responsible for any other applicable taxes and charges. Orders do not include Training services unless expressly included and agreed to by Technogym. Prices agreed in the order are guaranteed for a period of ninety (90) days; beyond that period, Technogym has the right to update the prices and/or change discontinued products. Invoice will be issued upon delivery or pick-up.

Customer's Payment. Customer shall make payments for the Products & Services by ACH transfer, wire transfer or check. Credit cards or other form of payment must be preapproved by Technogym at the time of placing the order. Unless otherwise stated, payments for equipment will be due **20% at the order and 80% three (3) weeks prior to shipment** of the Products while Parts and Services should be fully paid at the order. Payment terms apply from the date of delivery or invoice, whichever is earlier. Invoices for orders partially shipped need to be paid independent of each other per the agreed payment terms. Customer should request copies of missing invoices before the due date – missing invoices is not a valid excuse for lack of payment and the account will be considered delinquent. Disputed charges should not prevent payment for all other undisputed amounts.

Past Dues. Late payment(s) will be grounds for Technogym to discontinue performance, including but not limited to, forfeiture of any deposit or prepayment, block the customer account and prevent customer from receiving warranty support, service or parts. For Service & Digital contracts, the lack of payment for two (2) consecutive installments may cause its cancellation. Customer agrees to pay all attorneys' fees and collection agency charges incurred in the collection of any delinquent amounts due to Technogym.

Security Interest. Until all Products or other indebtedness are paid in full, Customer grants Technogym a security interest in and lien on all Products sold to Customer and all proceeds arising out of the sale of the Products by Customer. Customer shall execute such documents as necessary or reasonable to perfect Technogym's security interest, and consents to Technogym filing a UCC financing statement accordingly.

Order Cancellation. For full refund of deposit and no penalties, Customer may cancel all or part of an order no later than 30 days prior to the delivery date agreed on the initial order for non-customized Products and 90 days for customized Products. Customer agrees to pay Technogym a fee equal to **50% of the purchase price** for failure to cancel any orders within the timeframe herein. Customer also agrees to pay a three percent (3%) fee on all payments to be returned that were paid with credit card. Technogym has the right to deduct these fees from Customer's deposits or prepayments.

Nonconforming Orders. Customer must notify Technogym in writing within fifteen (15) days of the delivery date or pick-up date if any Products do not conform to the terms of the order or are damaged. Failure to timely report defects will void any right to return any Product for credit or replacement. Any alleged defect or nonconformance which may become apparent after acceptance shall be subject to the Limited Warranty. Customer is responsible for all costs and lost value of Product for nonconforming orders due to wrong information (or lack of it) supplied by Customer regarding structural or technical aspects of its facility (ceiling height, power requirements, connectivity, building regulations, etc.).

Product Returns. Except for warranty returns or nonconforming items, Products are not returnable for any reason without the prior written consent of Technogym. Opened-box returns are subject to a **restocking fee of 25%** of the purchase price on all returned Products during the first 30 days after the sale. After that, any returns are subject to a fee equivalent to the lost value of the Product as assessed by Technogym. In addition, Customer is responsible for all extraction costs. Delivery and installation costs are not refundable. No returns accepted after 90 days. All returns must be in its original condition including all original manuals, paperwork, parts and accessories. Customer also agrees to pay a three percent (3%) fee of the purchase price of returned Products paid with credit card. Technogym has the right to deduct all these return fees from Customer's deposits or prepayments.

Limited Warranty. All TECHNOGYM® Products are sold with a Limited Warranty Policy. Any Technogym warranty is voided by misuse, accident, modification, unsuitable physical or operating environment, improper installation or maintenance, removal or alteration of any Product or parts identification label, or any failure caused by a product for which Technogym is not responsible. Each Limited Warranty shall be effective only to the original Customer and is nontransferable and is the sole warranty made by Technogym with respect to the Products purchased or provided to Customer and is in lieu of all other warranties by Technogym, express or implied. **See Warranty terms for more details.**

Intellectual Property. All patent, copyright, trademark, or other intellectual property rights in the Products are and shall remain vested in Technogym. Customer shall not remove or obscure any patent, trademark, copyright or other proprietary notices incorporated on or in the Technogym Products.

Specific Products. Certain Technogym equipment is required to be secured to walls or ground as per the user manual and manufacturer's specifications. Customer has sole responsibility for securing the equipment in its initial installation or subsequent relocations and in no event shall Technogym be liable for injuries or death caused by the lack of proper securing. Technogym may sell third party products without warranties other than those that third party manufacturers may provide to Customer.

Limitation of Liability. To the full extent allowed by law, Technogym's obligations and all remedies and the measure of damages shall be limited exclusively to the repair or replacement of non-conforming products at the option of Technogym. In no event shall Technogym (or individuals/entities working in its behalf) be liable for any direct or indirect consequential, incidental, punitive or special damages or expenses including without limitation, transportation, lost profits, loss of use, loss of power, power outages, cost of replacement power, legal fees, or damage to person or property, or any failure to meet any duty, including but not limited to any duty of reasonable care or of workmanlike effort, or for any damages or sums paid by customer to third parties, even if Technogym has been advised of the possibility thereof. Customer agrees to indemnify and hold Technogym and all its officers, agents, directors, and employees harmless against all claims, losses, expenses (including reasonable attorneys' and expert witnesses' fees and costs) for any damages to property or injuries to persons (including death) resulting from any act, omission, or negligence on the part of Customer. In no event shall Technogym be liable for injuries to persons (including death) or damage to property occurred after the (work) products or services have been furnished at the designated location.

General. Any terms of this Agreement shall remain in effect until fulfilled, and applies to the parties' respective successors and assignees. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, exclusive of any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Dispute Resolution. Except for an action seeking injunctive relief related to this Agreement, or entry and enforcement of any judgment on any arbitration award, the parties agree to resolve any dispute by binding arbitration by an arbitrator pursuant to the Expedited Procedures of the American Arbitration Association (if Customer is a U.S. party) or under the rules of conciliation and arbitration of the International Chamber of Commerce (if Customer is a non-U.S. party). The arbitration shall be held in New York County, New York, USA or such other location as mutually agreed upon by the parties to the dispute. The award rendered by arbitration shall be final, binding and a non-appealable judgment and the award may be entered in any court having jurisdiction thereof for purposes of judicial enforcement. The prevailing party shall be entitled to all reasonable attorneys' fees and costs incurred with respect to the arbitration and any appeal thereof. Special, consequential or punitive damages shall not be awarded by the arbitrator.

Acceptance:

Customer's name (please print)

Customer Signer: Name & Role

Signature for acceptance

Date

I understand that my signature above constitutes acceptance of the terms and conditions of sale.



***THANK YOU FOR YOUR INTEREST
IN TECHNOGYM'S PRODUCTS AND SOLUTIONS.***

JOIN OUR WELLNESS COMMUNITY



**#TECHNOGYM
#LETSMOVEFORABETTERWORLD**

TECHNOGYM USA
700 Route 46 East 2nd Floor
Fairfield, NJ 07004
Toll free: 800-804-0952
Fax: 206-623-1898
Email: info@technogymusa.com



Specialized Supplies & Services Inc.

Specialized Fitness Resources

P.O. Box 650515
Miami, FL 33265

QUOTATION

Quote Number: **106182**

Quote Date: Oct 11, 2022

Page: 1

Voice: 305-752-0451

Fax: 305-500-5585

Quoted To:

RIVERTOWN RIVERHOUSE AMENITY CENTER
140 LANDING ST
ST JOHNS, FL 32259
UNITED STATES

Ship To:

RIVERTOWN RIVERHOUSE AMENITY CENTER
140 LANDING ST
ST JOHNS, FL 32259
UNITED STATES

Customer ID	Good Thru	Payment Terms	Sales Rep
RRA025	11/10/22	Prepaid	JMR025

See Terms and Conditions Attached

Quantity	Item	Description	Unit Price	Amount
1,600.00	Sqft	8MM X 4' X 50' SFR SPORT ROLL COLOR: BLACK 10% -\$2.67/sqft 20% -\$3.22/sqft 95% -\$7.30/sqft	2.18	3,488.00
5.00	Each	4 GALLON PAIL OF ADHESIVE	267.00	1,335.00
1.00	Each	SFR CLEANER	69.99	69.99
2.00	Each	8MM BLACK REDUCERS 12' LENGTH	89.00	178.00
1.00	Each	INSTALL OF ROLLED RUBBER	5,600.00	5,600.00
1.00	Each	TEAR UP OF EXISTING CARPET + 8MM ROLLED RUBBER ISLAND	3,200.00	3,200.00
1.00	Each	EQUIPMENT MOVE	2,400.00	2,400.00
PLEASE NOTE: INSTALL DOES NOT INCLUDE FLOOR PREP, PATCHING, SANDING, 1/4" MOLDING OR BASEBOARDS IF NEEDED, IF THERE ARE EXISTING BASEBOARDS, SPECIALIZED WILL BE BUTTING UP TO THEM. THE CUSTOMER MUST PROVIDE AN ONSITE DUMPSTER. CURRENT LEAD TIME: 3-4 WEEKS TO PRODUCE + 3-4 BUSINESS DAYS IN TRANSIT. SQFT GIVEN BY THE CUSTOMER.				

Payment Terms:

50% of total order due upon signing contract.

25% of total order due upon shipment of materials. (For Installs Only)

25% of total order due upon substantial job completion. (For Installs Only)

Accepted By: _____

Signature: _____

Date: _____

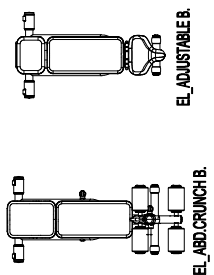
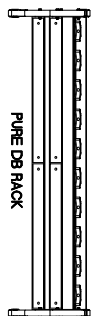
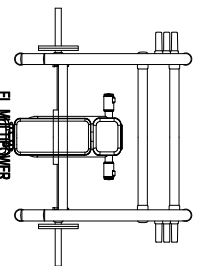
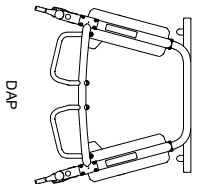
Subtotal	16,270.99
Sales Tax	354.97
Freight	1,196.69
TOTAL	17,822.65

Please note, 3% convenience fee will be charged
with all credit card transactions.

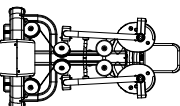
YOGA MAT



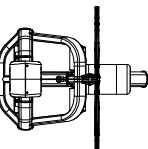
YOGA MAT



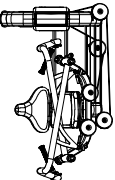
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REVERSE FLY



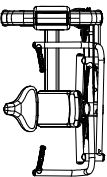
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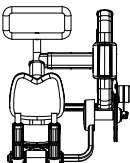
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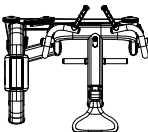
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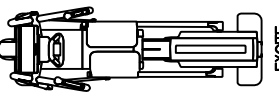
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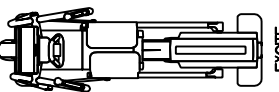
LOW ROW



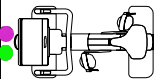
EXCITE
SYNCHRO LINE



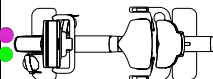
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SYNCHRO LINE



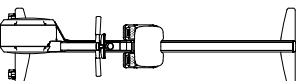
EXCITE
BIKE LINE



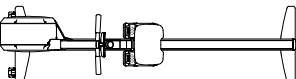
EXCITE
REC. LINE



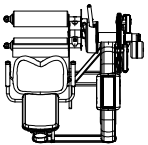
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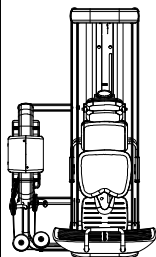
MOULTKS



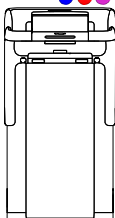
DUAL LEG
CURL - EXT



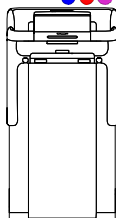
LEG PRESS



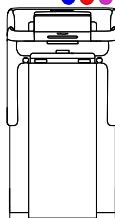
EXCITE
RUN LIVE



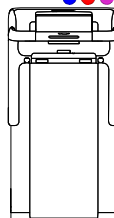
EXCITE
RUN LIVE



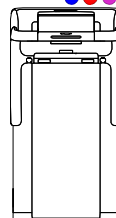
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RUN LIVE



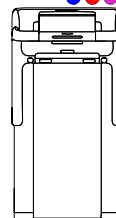
EXCITE
RUN LIVE



EXCITE
RUN LIVE



EXCITE
RUN LIVE



The Wellness Company

Rob Killen
Southeast Florida
Regional Business Developer
MOBILE: 201.213.4028
EMAIL: rkillen@technogym.com

River House Apartments
St Johns Florida

● 220 VAC 20 AMP 60 HERTZ NEMA 5-20R
OR
● 110 VAC 20 AMP 5-60 HERTZ NEMA 5-20R
EACH TREADMILL REQUIRES ITS OWN INDIVIDUAL
BRANCH CIRCUIT WITH THE HOT, NEUTRAL AND
GROUND WIRES RUN TO THE ELECTRICAL PANEL.

● CORDAL FOR CABLE/SATELLITE AND CAT 6 FOR DATA
AND/OR PTV
● 120 VAC 15 AMP 90-60 HERTZ NEMA 5-15R
● 120 VAC 15 AMP 90-60 HERTZ NEMA 5-15R
PLACEMENT OF THESE ARE FOR THE OPTIONAL UNIT
MINI FOR SELECTION 800 OR BIOCOMFORT STRENGTH

SCALE: 03.03.22
TO FIT
PROJECT NO.: TGRK22178
REV: A1

EIGHTH ORDER OF BUSINESS

COST-SHARE STATUS COVER SHEET

Instructions to Staff: Please complete this form and attach as a cover sheet to each proposal presented for approval.

Proposal: Landscape and Irrigaiton Whistling Straights

1. Is the cost for this work intended to be shared?

☒ Yes (Please proceed to question 2)

☐ No, the entire cost will be paid by: [Choose One]
(Please leave remainder of form blank)

2. If yes, please check one of the following:

☐ This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are "Shared Costs", as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.

☒ This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]

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 (i.e. enhancement of existing improvement areas). (Methodology Consultant must sign. Please attach party signature page.)

☒ 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 service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary: This is for Tracks O-1 and O-2 landscape and irrigations maintenance.

Total Proposed Compensation: \$ 19,890

Cost Share Calculation: _____ Rivers Edge
 _____ Rivers Edge II
 _____ Rivers Edge III

Methodology
Consultant Approval:

(Signature)

(Date)

If requesting addition of new improvements:

Engineer
Approval:

(Signature)

(Date)

[Please attach this page for supplemental maintenance services for existing Improvements]

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services 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 Services Proposal

prepared for

Rivers Edge I Addendum

November 15, 2022



YELLOWSTONE
LANDSCAPE

EXHIBIT "A"

LANDSCAPE MANAGEMENT SERVICES

PRICING SHEET

RIVERS EDGE I ADDENDUM

Core Maintenance Services	
Mowing	\$9,269
Includes Mowing, Edging, String Trimming, & Cleanup	
Detailing	\$4,991
Includes Shrub Pruning, Tree Pruning, & Weeding	
IPM	\$3,440
Includes Fertilization & Pest Control Applications	
Irrigation Inspections	\$1,040
Palm Pruning	\$1,150
Prune 33 Palms 1 Time Per Year	
Total	\$19,890

Grand Total Annual:	\$19,890.00
Grand Total Monthly:	\$1,657.50

EXHIBIT "B"

PERFORMANCE STANDARDS

RIVERS EDGE I ADDENDUM

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
Maintenance	42
Detailing	12
IPM - Fertilization & Pest Control	6-Blanket Turf Applicatons 2-Blanket Shrub Applications
Irrigation Inspections	12
Mulch	Per Request
Tree Pruning	1
Palm Pruning	1

RIVERTOWN - Whistling Straits Phase 04

Landscape & Irrigation Construction Documents

LOCATION MAP



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COVER SHEET

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IRRIGATION PLANS

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IR-01	IRRIGATION PLAN
IR-02	IRRIGATION DETAILS
IR-03	WATERING SCHEDULE

PROJECT ENGINEER AND LANDSCAPE ARCHITECT

PROSSER

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JACKSONVILLE, FL 32224
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F: 904-730-3413

IRRIGATION CONSULTANT

Crawford Irrigation Design, Inc

IRRIGATION DESIGN AND CONSULTATION SERVICES
CERTIFIED IRRIGAION DESIGNER 003419
Edgewater, Florida
Tel: (386) 424-0027
EMAIL: cid@atlantic.net

Prepared for:

RIVERTOWN
mattamyhomes

Mattamy Rivertown, LLC
39 Riverwalk Boulevard
St. Johns, FL 32259

ISSUED FEB. 28, 2022

No.	Date	Revision
1	02-28-2022	BID SET ISSUE

Prosser Inc. No. 118094.40

PROSSER
Community - Management - Energy - Relationships

RIVERTOWN - WHISTLING STRAITS PHASE 04
LANDSCAPE AND IRRIGATION CONSTRUCTION DOCUMENTS

13901 Sutton Park Drive South, Suite 200
Jacksonville, Florida 32224-0229
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www.prosserinc.com
Florida Certificate of Authorization
Number: 00004050

TREES	BOTANICAL NAME	COMMON NAME	SPACING	ORIGIN	QTY	REMARKS
AR4	ACER RUBRUM 'FLORIDA FLAME'	FLORIDA FLAME RED MAPLE	SEE PLAN	NATIVE	2	4" CAL., 100 GAL., 12' - 14' HEIGHT, 4' - 6' SPREAD, 4' CT
M06	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD' TM	SOUTHERN MAGNOLIA	SEE PLAN	NATIVE	3	16'-18" HT.X 8'-9" SPR., 6" CAL., FULL TO GROUND
PE3	PINUS ELLIOTTI	SLASH PINE	SEE PLAN	NATIVE	9	10'-12' HT.X 4" SPR., 3" CAL.
PE2	PINUS ELLIOTTI	SLASH PINE	SEE PLAN	NATIVE	9	8'-10" HT.X 2" SPR., 2" CAL.
P04	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	SEE PLAN	NATIVE	4	12'-14" HT.X 6'-8" SPR., 4" CAL., B&B
QV4	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	SEE PLAN	NATIVE	9	12'-14" HT.X 6'-7" SPR., 4" CAL., FULL BRANCHING CANOPY
SP18	SABAL PALMETTO	CABBAGE PALMETTO	SEE PLAN	NATIVE	5	18' CT., SLICK TRUNK, 4 EXCEPTIONAL FRONDS MIN.
SP20	SABAL PALMETTO	CABBAGE PALMETTO	SEE PLAN	NATIVE	5	20' CT., SLICK TRUNK, 4 EXCEPTIONAL FRONDS MIN.
SP16	SABAL PALMETTO	CABBAGE PALMETTO	SEE PLAN	NATIVE	8	16' CT., SLICK TRUNK, 4 EXCEPTIONAL FRONDS MIN.

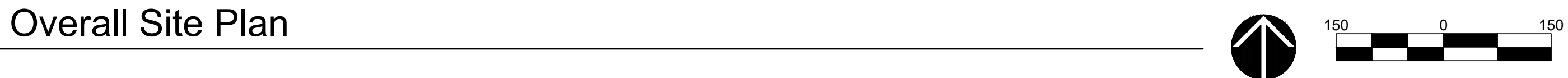
SHRUBS	BOTANICAL NAME	COMMON NAME	SPACING	ORIGIN	QTY	REMARKS
CHU	CHAMAEOPUS HUMILIS	MEDITERRANEAN FAN PALM	36" O.C.	NON-NATIVE	3	30 GAL., 4'-5" HEIGHT & 4' SPREAD, FULL
JS2	JUNIPERUS SILICICOLA	SOUTHERN RED CEDAR	SEE PLAN	NATIVE	8	10'-12" HT.X 4' SPR. B&B
LCH	LOROPETALUM CHINENSE RUBRUM "PLUM DELIGHT"	PLUM DELIGHT LOROPETALUM	36" O.C.	NON-NATIVE	19	18"-24" HT.X 18" SPR., 3 GAL.
MCE	MYRICA CERIFERA	WAX MYRTLE	SEE PLAN	NATIVE	31	18"-20" HT.X 18" SPR., 3 GAL.
SRE	SERENOA REPENS	SAW PALMETTO	SEE PLAN	NATIVE	20	8"-12" HT., 3 GAL., FULL IN POT.
VOD	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	36" O.C.	NON-NATIVE	93	18"-20" HT.X 18" SPR., 3 GAL.

SHRUB AREAS	BOTANICAL NAME	COMMON NAME	SPACING	ORIGIN	QTY	REMARKS
DCA	DIANELLA CAERULEA "VARIEGATA"	BLUE FLAX LILY	24" O.C.	NON-NATIVE	196	3 GAL. 12-18" HEIGHT, 18-12" SPREAD. FULL IN POT.
MCA	MUHLENBERGIA CAPILLARIS	PINK MUHLY	36" O.C.	NATIVE	207	18"-20" HT.X 20" SPR., 3 GAL., FULL IN POT.
TDA X	TRIPSACUM DACTYLOIDES	FAKAAHATCHEE GRASS	48" O.C.	NATIVE	142	18"-20" HT.X 20" SPR., 3 GAL., FULL IN POT.

GROUND COVERS	BOTANICAL NAME	COMMON NAME	SPACING	ORIGIN	QTY	REMARKS
LMU	LIRIOPE MUSCARI 'EMERALD GODDESS'	LIRIOPE	18" O.C.	NON-NATIVE	438	16"-18" SPR., 1 GAL., FULL IN POT

SOD/SEED	BOTANICAL NAME	COMMON NAME	SPACING	ORIGIN	QTY	REMARKS
SOD A	STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE GRASS	12" O.C.	NON-NATIVE	VERIFY	2" THICK SOLID, FRESHLY CUT, WEED FREE. PLACE SOD WITH TIGHT STAGGERED JOINTS

* LANDSCAPE CONTRACTOR SHALL VERIFY PLAN QUANTITIES FOR ALL SOD, MULCH, SOIL AMENDMENTS, FERTILIZERS AND PRE-EMERGENT.



1. LAYOUTS
ALL PLANT MATERIALS SHALL BE LAID OUT IN THE FIELD A MINIMUM OF 1 WEEK PRIOR TO INSTALLATION OR AS APPROVED BY THE LANDSCAPE ARCHITECT FOR REVIEW. CONTACT SUNSHINE STATE ONE-CALL AS REQUIRED BY CHAPTER 656 OF THE FLORIDA STATUTES PRIOR TO EXCAVATION OR PLANTING. NOTIFY THE LANDSCAPE ARCHITECT OF ANY POSSIBLE CONFLICTS BETWEEN THE PROPOSED PLANTING LAYOUTS AND UTILITIES, BILLBOARDS, SIGNS OR OTHER STRUCTURES. CONTRACTOR SHALL BE RESPONSIBLE PROVIDING THE MINIMUM SETBACK FROM UTILITIES. ALL AREAS DISTURBED OUTSIDE OF PROJECT LIMITS SHALL BE SODDED WITH BAHIA SOD.

2. B & B PLANTING MEDIUM
BALLED AND BURLAPPED MATERIALS ARE TO BE ROOTED AND GROWN IN SIMILAR PLANTING MEDIUM AS THE SOIL CONDITIONS OF THE PROPOSED LOCATION. CLAY SOIL, ROOT BALLS WILL NOT BE ACCEPTED AS SUITABLE PLANTING MEDIUM IN BALLED AND BURLAPPED PLANT MATERIAL. ALL BALLED AND BURLAPPED MATERIALS SHALL EXHIBIT WHITE FEEDER ROOTS PROTRUDING FROM THE BURLAP AT THE TIME OF DELIVERY.

3. PLANT CONDITIONS
PLANTS SHALL HAVE A CENTRAL LEADER, UNLESS NOTED OTHERWISE AND SHALL NOT HAVE PRESENCE OR PAST EVIDENCE OF A CENTRAL LEADER BEING PRUNED LARGER THAN A STANDARD PENCIL DIAMETER. ALL PLANTS SHALL NOT DEMONSTRATE SIGNIFICANT EVIDENCE OF PREVIOUS CONTAINER CONFINEMENT. ANY INDICATION OF ROOT DEVELOPMENT RESTRICTION OR EXCESSIVE ROOTS EXPOSED ABOVE THE SOIL SURFACE SHALL BE GROUNDS FOR REJECTION. ALL PLANT MATERIALS SHALL HAVE NO LICHENS, ALGAE OR FUNGI ATTACHED ON MORE THAN 10% OF PLANT. ALL PLANT MATERIALS SHALL HAVE NO SPANISH MOSS (TILLANDSIA USNEOIDES) ON OR WITHIN PLANT CANOPY.

4. SITE CONDITIONS
LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL EXISTING BAHIA SOD WITHIN THE PLANTING AREAS, ALSO FOR ANY ADDITIONAL SOIL NEEDED TO REPLACE THE SOIL REMOVED DURING THE SOD REMOVAL PROCESS. NON-BIODEGRADABLE BACKING MAY HAVE BEEN UTILIZED ON EXISTING SOD. NO ADDITIONAL PAYMENT WILL BE MADE FOR ANY AND ALL EXCAVATION COSTS ASSOCIATED WITH THIS SOD. REGRADE AND/OR REPLACE ANY SOD THAT IS DISTURBED BY THE LANDSCAPE PROJECT SUCH AS RUTTING OR TRENCHING. ALL RESTORATION OF DISTURBED AREAS SHALL BE PERFORMED WITH SOD TO MATCH EXISTING, UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE ARCHITECT; NO ADDITIONAL PAYMENT WILL BE MADE.

5. WATERING
INSTALL IRRIGATION SYSTEM PRIOR TO INSTALLING PLANT MATERIALS. PLANT MATERIALS SHALL BE SYSTEMATICALLY IRRIGATED WITHIN 48 HOURS OF PLANTING. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MONITOR SITE WEEKLY WITH SOIL MOISTURE SENSOR PROBE AND ADJUST IRRIGATION ZONES AS NEEDED SO THAT IRRIGATION SYSTEM DOES NOT OVER WATER PLANTING AREAS AND DAMAGE NEWLY INSTALLED PLANT MATERIAL. WEED AND LITTER CONTROL DURING THE PROJECT CONSTRUCTION PERIOD KEEP THE INDIVIDUAL PLANTING LOCATIONS, PLANTING BEDS AND TURF AREAS FREE OF LITTER AND UNDESIRABLE VEGETATION.

6. MOWING
MOW ENTIRE PROJECT LIMITS DURING THE CONTRACT.

7. TRIMMING
TRIM TREES AS REQUIRED TO COMPLY WITH FLORIDA GRADES & STANDARDS. ALL TRIMMING SHALL BE PERFORMED TO RAISE EXISTING TREE CANOPY TO MINIMUM OF 5' FROM GROUND LEVEL. TRIMMING SHALL BE PERFORMED PER INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS. ALL TRIMMING WORK SHALL BE EXECUTED PRIOR TO FINAL ACCEPTANCE AND THE START OF THE WARRANTY PERIOD.

8. DELIVERY
PROVIDE 48 HOURS ADVANCE NOTICE OF DELIVERY OF PLANT MATERIALS FOR INSPECTION.

9. MULCH
MAINTAIN A 3 INCH MULCH COVER DURING INSTALLATION AND UNTIL FINAL ACCEPTANCE.

10. PLAN DEVIATIONS
INSTALL ROOTBALLS OF TREES AND PALMS A MINIMUM OF 5 FEET FROM UNDERGROUND UTILITIES. INSTALL NO PLANT MATERIALS THAT WILL BLOCK OR CREATE CONFLICTS WITH:

A) SIGNS;
B) GATES;
C) LIGHTS;
D) BILLBOARDS;
E) ACCESS WAYS;
F) FIRE HYDRANTS;
G) ELECTRIC COMPANIES REQUIREMENTS FOR SETBACKS OF PLANT MATERIALS FROM POWER LINES;
H) OVERHEAD AND UNDERGROUND STRUCTURES AND UTILITIES;
I) ANZI Z 133 UTILITY CLEARANCE REQUIREMENTS; AND
J) FDOT MAINTENANCE RATING PROGRAM REQUIREMENTS.

(86.0)	Denotes Existing Spot Grades	T COL 87.5	Denotes Top of Column Elevation		Denotes Proposed Contour
31.0	Denotes Proposed Civil Engineers Spot Grades	TOB 81.0	Denotes Top of Bank Elevation		Denotes Existing Contour
FG 86.0	Denotes Proposed Landscape Spot Grades	BOS 79.5	Denotes Bottom of Slope Elevation		Denotes Trench Drain
BS 86.0	Denotes Bottom of Stair Elevation	TF 70.5	Denotes Top of Footing Elevation		Denotes Surface Drainage Direction
FG 86.0	Denotes Finished Grade Elevation	FFE 85.0	Denotes Finish Floor Elevation		Denotes Disabled Access Ramp
TS 86.0	Denotes Top of Stair Elevation	RM 31.0	Denotes Rim Elevation		Denotes A/C Condenser Unit
TW 86.0	Denotes Top of Wall Elevation	AD 87.0	Denotes Area Drain Elevation		Denotes Fire Hydrant
TC 81.5	Denotes Top of Curb Elevation	BD 87.0	Denotes Brass Drain Elevation		Denotes Manhole Cover
EP 81.5	Denotes Edge of Pavement Elevation	A.T. 87.0	Denotes Atrium Drain Elevation		Denotes Area Drain
HP 81.75	Denotes High Point Elevation	C.O.	Denotes Clean Out *		Denotes Normal Water Level
LP 71.75	Denotes Low Point Elevation	N.W.L.	Denotes Normal Water Level		Denotes Transformer
		P.A.	Denotes Planter Area		Denotes Wheel Stop

* Bury cleanout below grade and/or pavers and locate with magnetic locator marker.

Florida Certificate of Authorization Number: 00004051

RIVERTOWN
WHISTLING STRAITS
DRIVE PHASE 4

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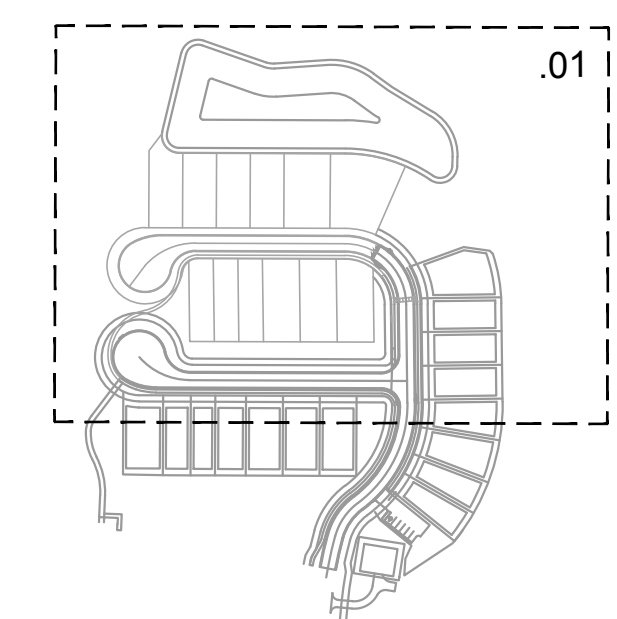
SHEET TITLE

LS-00

DAVID A. COUCH
FL Lic. No. LA 6667410
DATE: 3/2/2022

S H E E T

RIVERTOWN
WHISTLING STRAITS
DRIVE PHASE 4



 KEYMAP

DATE : 10/14/2021
PROJECT NO. : 118094.40
DESIGNED BY : DAC
DRAWN BY : TJL
SCALE : AS NOTED

[illegible]

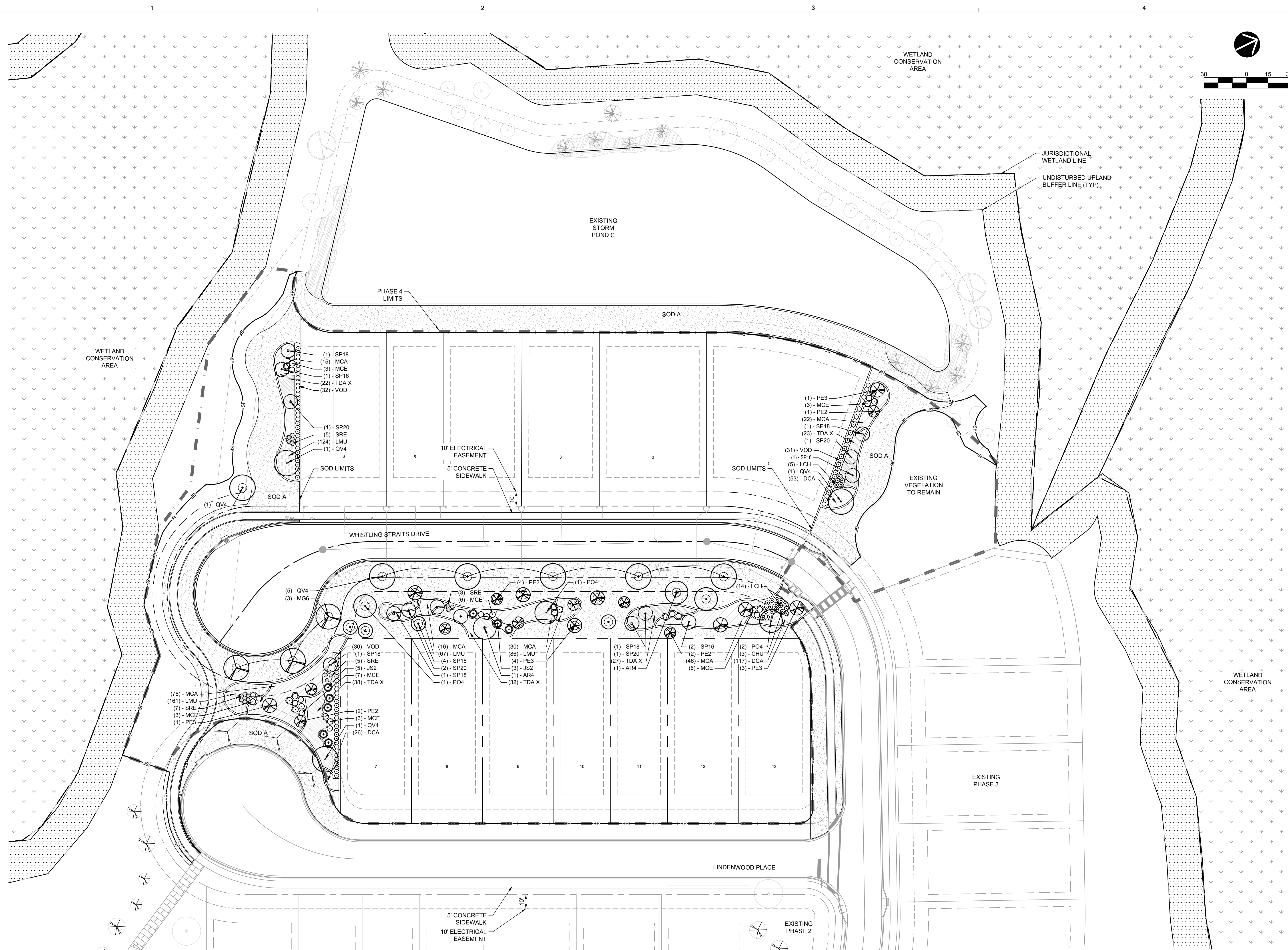
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SHEET TITLE

LANDSCAPE PLAN

LS-01

DAVID A. COUCH
FL Lic. No. LA 6667410
DATE: 3/2/2022



LANDSCAPE SPECIFICATIONS

C. Seed:

C. Seed:

- C. Seed:
1. Seed: All seed shall be furnished from an established seed dealer or certified seed grower; shall meet the requirements of the Florida Department of Agriculture regulations; and shall be labeled in accordance therewith. Seed shall be free of noxious weeds.
 2. Seed Planting: At a minimum the contractor shall test the soil to verify conditions are acceptable for turf growth.

3.1 PLANTING

1. Prior to installing plant materials, Contractor shall perform drainage test excavations one per acre of site planting areas or submit plan of locations for Landscape Architect approval, a minimum of 250 ft on center throughout the planting and sod areas. Test excavations shall be a minimum of 12" dia. and 12" deeper than the largest proposed plant rootball. Test excavations shall be made prior to finish grade, then monitored to verify excavations have completely drained within a 3-hour period. Landscape Contractor shall submit a written report to the Landscape Architect-Owner's Representative of any excavations which fail this test, prior to proceeding with plant installations. Corrective actions may be required, such as but not limited to over-excavation to break sub-surface soil conditions which shall be the Contractor's responsibility and may be considered additional work. Contractor shall seek and obtain approval from Owner's Representative prior to proceeding.
2. Unsuitable Soil Conditions: Absolutely no plastic or clayey soil is to be used in landscape areas. If such a condition is found, the area is to be back-filled with material of suitable sandy gradation and compacted. If the Contractor is unable to locate suitable soil, the Contractor or soil area has a plastic or clayey soil condition which prevents proper drainage, then a system of underdraining, turf drain or other means of releasing underground standing water must be incorporated under the direction of the Landscape Architect-Owner's representative.
3. Upon completion of landscape installation the finish grade of planting beds and lawn areas shall be minimum 6 inches below adjacent structures and slope away from existing structures per the Florida Building Code. Verify compliance with Florida Building Code with General Contractor prior to beginning work. Existing low islands shall be at 3% from perimeter of site plants. Finish grade shall be below sidewalk and walking surface to allow for mule, thickness and sod.
4. Upon completion of landscape installation, the Contractor shall notify the Landscape Architect-Owner's Representative in writing 10 days prior to requested inspection date. Landscape Architect-Owner's Representative will make an inspection to determine compliance with Contract Documents.
5. The Contractor shall be responsible for stability and plumb conditions of all plant materials and be legally liable for damage caused by instability of plant materials. Proper staking and guying is the Contractor's responsibility. Contractor shall under their own discretion provide additional staking and guying above and beyond the requirements of the project plans at no additional expense to the Owner.

A. Plant Material Installation and Planting Bed Preparation

- A. Plant Material Installation and Planting Bed Preparation:**
1. Topsoil shall be modified according to recommendations from agronomic soil-testing laboratory, prior to installation of plants.
 2. Spread on top of topsoil a 3 inch layer of compost mix prior to planting. Mix shall be incorporated in planting holes during installation.
 3. Do not spread compost mix if topsoil is frozen, muddy, or excessively wet.
 4. Planting Pits and Trenches: Excavate circular planting pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Carefully sides of plant pit smeared or smoothed during excavation.
 5. Topmost Root: Topmost root root flare shall be visible prior to planting - Find the topmost root and remove excess soil to expose topmost root root flare.
 6. Root Defects: Inspect root ball for root defects, cut roots at the point where they begin to kink or circle. Root ball shall comply with Florida Grades & Standards.
 7. Remove roots, sticks or other deleterious material greater than 1 inch in any 1 direction prior to backfill process.
 8. Set tree, palm and shrubs plumb and in center of tree planting pit or trench with top of root ball 2 inches above finish grade.
 - a. Container Grown: Carefully remove root ball from container without damaging root ball or plant.
 - b. Ball and Burlaped Root Ball: Do not use plant materials if root ball is cracked or broken before or during planting. Do not lift plants by the trunk. Remove rope, synthetic burlap, plastic and materials that will not decompose. Remove up 1/3 of wire basket.
 - c. Backfill planting excavation incorporating compost mix. Work soil around roots eliminate voids and air pockets. When planting pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill.
 - d. Repeat watering until no more water is absorbed. After planting, remove excess soil and rake plant beds to a smooth even surface conforming to required finish grades.
 - e. Upon completion of plant installations, fertilize according to specifications.
 - f. Tree pits in non-irrigated areas shall be installed with super absorbent, according to manufacturer's recommendations.
 9. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
 10. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.
 11. Final grading: After planting area to a smooth, uniform surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
 12. Upon completion of plant installations, fertilize according to specifications.
 13. Tree and Shrub Pruning: Prune, trees and shrubs according to International Society of Arboriculture standards. Contractor shall prune trees and shrubs to comply with Florida Grades and Standards. Prune plants to retain natural character.

i. Sawdust: Rotted sawdust

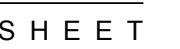
- i. Sawdust: Rotted sawdust, free of chips, stones, sticks, soil, or toxic substances and with 7.5 pounds of nitrogen uniformly mixed into each cubic yard of sawdust.
- j. Manure: Well rotted, unleached stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials and containing no chemicals or ingredients harmful to plants.
- k. Mulch: Organic mulch shall be uniform in size, shape, texture, and shall be clean, bright, and free from weeds, moss, sticks, and other debris. Mulch shall be free from deleterious material and suitable for top dressing of trees, shrubs, or plants.
- l. Fertilizer:
 1. Fertilizer: Pelletized fertilizer with nitrogen, phosphorus and potassium in 100 percent slow release form, with the following composition:
 - a. Composition: 8 percent nitrogen, 2 percent phosphorus, 12 percent potassium + 4 percent magnesium and all micro-nutrients

- D. Fertilization, Pre-Emergent and Mulching:
1. Prior to mulching, apply fertilizer specified in Part 2-Products to tree, palm, shrub, groundcover and sod areas at the rate of 1.5 pounds of actual fertilizer per 100 square feet. Fertilizer application shall be witnessed by Landscape Architect-Owner's Representative.
- E. Mulching and Pre-Emergent Herbicide:
1. Apply pre-emergent herbicide to tree, palm, shrub, and groundcover areas according to manufacturer's recommendations. Pre-emergent application shall be witnessed by Landscape Architect-Owner's Representative.
 2. Mulch surfaces of tree, palm, shrub and groundcover areas. Apply 3 inch depth of settled mulch, level with adjacent finish grades, sidewalks, curbs and sod. Mulch over root ball of plants shall be 1 inch maximum.
- F. Plant Protection:
1. Protect plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods, as approved by Landscape Architect-Owner's Representative. Treat, repair, or replace damaged plant materials.
- G. Clean Up:
1. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose off Owner's property.
- H. Sprigging:
1. The Contractor shall carefully coordinate the sprigging operation being careful not to sprig an area too large or move so swiftly that a reasonable watering operation could not follow.

[illegible]

SHEET TITLE

LANDSCAPE SPECIFICATIONS



2020-06-22 prsr_plan-ArchD-brdr
2020-03-17 prsr_plan-ArchD-tblik



- B

SCALE: NTS



SCALE: NTS



- A



SCALE: NTS

- SCALE: NTS



SCALE: NTS

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IR-03

DAVID A. COUCH
FL Lic. No. LA 6667410
DATE: 3/2/2022

SHEET

NINTH ORDER OF BUSINESS

D.



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date : Oct 31, 2022

Field Techs: Mike Liddell
Justin Powers
Clayton Wilford

Client: RiverTown

Pond A: Treated alligator weed around end of pond.



Pond B: Treated algae around entire pond.



Pond C: Applied algaecide to pond.



Pond D: Treated for torpedo grass around the pond.



Pond E: Applied algaecide around edge of pond.



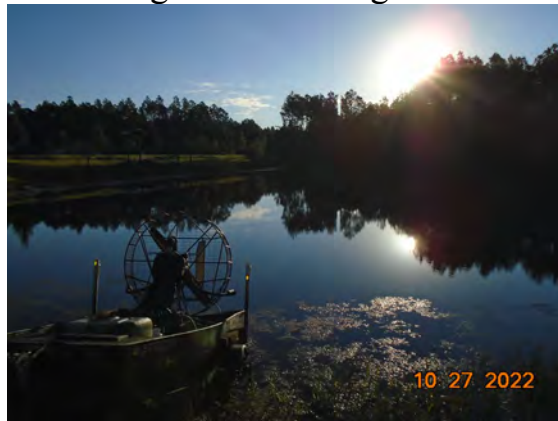
Pond G: Applied algaecide.



Pond H: Treated algae.



Pond I: Treated perimeter vegetation and algae.



Pond J: Perimeter vegetation is decaying. Algae is forming around decay.



Pond K: Treated algae and perimeter vegetation.



Pond L: Pond is in good condition; previous treatment was effective.



Pond M: Pond is in good condition, no algae noticed. Fountain was running at time of visit.



Pond Q: Previous treatment appears effective, pond in good condition.



Pond R: Picked up minor trash, pond looks good. Previous treatment was effective.



Pond S: Previous treatments were effective. Pond in good condition.



Pond T: Pond is in good condition. Previous treatment was effective.



Pond U: Pond in good condition, treated minor algae.



Pond V: Previous treatments appear effective. Pond in good condition.



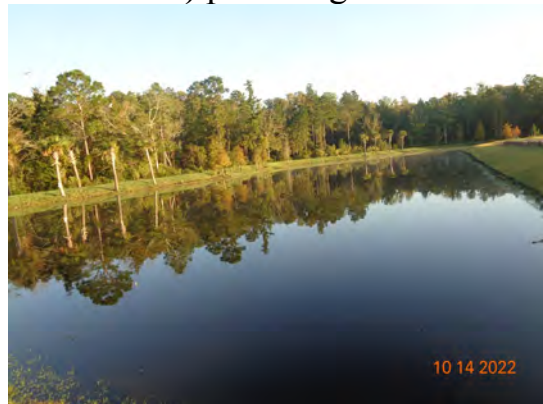
Pond W: Applied algaecide. Grasses around pond are getting thick on easement.



Pond X: (Homestead) Treatment for coontail was effective, mostly dead stems floating.



Pond Y: (behind model homes) pond in good condition.



Pond Z: (behind pond K) Treated algae around pond.



Pond AA: (Homestead) Applied algaecide.



Pond BB: (Homestead) Treated algae.



Pond CC: Treated for algae.



Pond DD: Previous treatments appear to be working, removed trash and treated for algae.



Pond EE: Treated for algae. Pond is in good condition.



Pond FF: Pond looks good, picked up minor trash. Treated for algae.



Pond GG: Pond in good condition, treated for algae and emergent weeds.



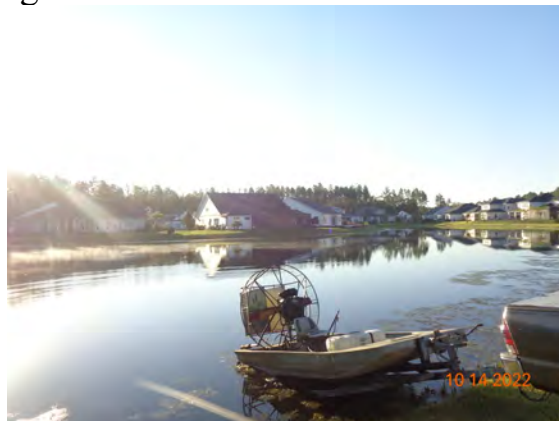
Pond HH: Treated for algae and emergent weeds, picked up trash.



Pond II: Pond in good condition, treated for algae.



Pond JJ: Applied algaecide treatment.



Pond KK: Applied pond dye.



Pond LL: Pond is in good condition, no algae noticed.



Pond MM: Picked up minor trash. Previous treatment was effective.



Pond NN: Treated algae around pond.

Pond OO: Pond looks good. Previous treatment was effective.



Pond PP: Pond looks good, previous treatment was effective.



Pond QQ: Previous treatment effective, pond looks good.



Pond RR: Pond in good condition no algae or trash noticed.



Pond SS: Applied algaecide.



Pond TT: Treated perimeter vegetation.



Pond UU: Treated cattails.

Pond VV: Treated algae and removed trash.



Pond WW: Pond in good condition, picked up trash, no algae noticed.



Pond XX: Pond in good condition, no algae noticed.



Pond CR-7 (front): Pond looks great, treated emergent weeds.



Pond River Club 1: Treated vegetation.



Pond River Club 2: Treated vegetation.



Water Song/ Clayton Wilford

Pond 1: Treated the perimeter for algae and alligator weed.



Pond 2: Previous treatment was very effective. Applied pond dye for algae prevention.



Pond 3: No algae or invasive species noted. Applied pond dye for algae prevention.



Pond 4: Treated perimeter vegetation and algae.



Pond 5: Treated for algae. Applied pond dye for algae prevention.



Pond 6: Applied pond dye.



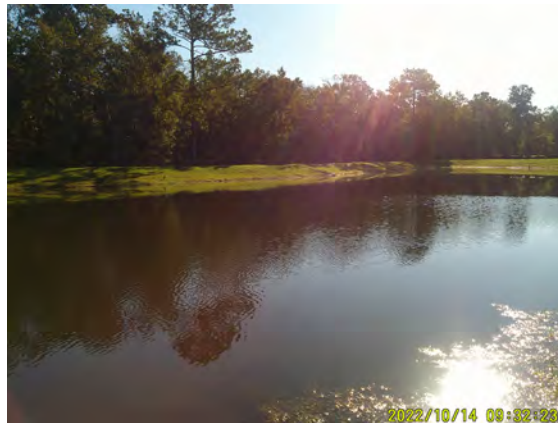
Pond 7: Applied pond dye.



Pond 8: Treated the perimeter.



Pond 9: Applied pond dye.



Pond 10: Previous treatment was effective. Applied pond dye.



Pond 11: Treated the perimeter vegetation.



Pond 12: Treated the perimeter for cattails and alligator weed.



Pond 13: Treated the perimeter and applied pond dye.



Pond 14: Previous treatment of the cattails was effective.



Pond 15: Applied pond dye.



E.



Rivers Edge CDD – 1,2,3, and Sharded Offsite Improvements

Landscape Update for November 2022

- **General Maintenance**

- Our maintenance team has mowed all common grounds and are learning the feel for the community.
- We have Detailed and Cleaned up the Riverhouse and Riverclub.
- We have completed Renderings for the front entrance of Main Street, Roundabouts on SR 13, and The River House.
- Team is spraying for weeds throughout the community and trimming shrubs.
 - Tree-form ligustrum trees will have their bottom canopies raised and leveled throughout the property for their intended look.
 - Plant separation will occur for aesthetic purposes and plant health.
- Team has been spraying all mulch beds for clean appearance
- Team will begin grass cutbacks once Muhly Grass has finished blooming
- Enhancement Has completed the vehicle damage at the roundabout
- Enhancement crew has been standing trees that have fallen from the storm with tree braces and straps.
- Team will be hand pulling weeds each week that are overgrown is shrubs and roses
- We have almost completed cleaning up the walking trails.
- Annual flowers have been installed along with fresh and rich soil. We raised the beds for a better show. We installed Yellow and Orange marigolds and Victoria Blue Salvia
 - The low beds have caused the flowers in the past to decline prematurely and not show off as intended.
 - This is caused by the flowers staying too saturated which causes the roots to rot.
- Proper mowing heights for each type of turf will be achieved throughout the winter and early spring months.

- Because of this you will see scalping occasionally until the proper height is achieved.
 - Ex. If you want to maintain a height of 4in you need to drop the level of the existing canopy of the turf to between 3.5-3.75 so that the new green growth is what is showing after each mowing occurrence moving forward.
- **Irrigation**
 - Techs have been running through system and making repairs as we go.
 - All clocks are being set to run twice a week
 - Lead tech is working with IQ system to help system run more efficiently
 - Other options are being looked at to make the system more efficient and save on the annual water cost.
 - Items being looked at:
 - Eliminating bubblers on established trees that do not need them anymore
 - Making sure all rain sensors are operational
 - Adding rain sensors to battery operated valves
 - Each area will be different depending on layout and justification of cost.
 - Some will be looked at to be added to a clock with wiring.
 - Others will be looked at for rain sensor installation and hidden by plant material if required.
 - Full Irrigation inspection report will be sent over once we have run through entire system
 - **Fert/Chem**
 - Our techs will be fertilizing the entire property this month with 0-0-62 with micros. No nitrogen will be applied until next spring when the turf is coming back out of dormancy.
 - Nitrogen encourages fungus growth during the cooler months when conditions are primed for it.
 - Micros in the winter chemical mixes, mainly iron, will help the turf keep color until each turf type fully goes dormant.
 - We will treat for turf weeds throughout community
 - Seasonal weeds such as chamber bitter is popping up in a lot of areas already.
 - The turf is starting to go dormant. You will see the turf color gradually start to fade.
 - Zoysia is the first to go dormant, Bermuda will be next, and St Augustine will be the last to show this.
 - With the temperatures last week in the 50s during the night time, the process has already begun.
 - **Arbor**
 - We will continue to lift low hanging trees throughout community each week for line of site issues, safety issues, aesthetics, and improved tree health with balanced weight distribution from the branches.

ELEVENTH ORDER OF BUSINESS

A.

Rivers Edge III

Community Development District

Unaudited Financial Reporting
October 31, 2022



Rivers Edge III
Community Development District
Combined Balance Sheet
October 31, 2022

	<u>Governmental Fund Types</u>		Capital	Totals
	<u>General</u>	<u>Debt Service</u>	<u>Projects</u>	<u>(Memorandum Only)</u>
<u>Assets:</u>				
Cash	\$122,377	---	---	\$122,377
Due From Developer	\$36,662	---	---	\$36,662
Due From Other	\$5,387	---	---	\$5,387
Custody	\$40,430	---	---	\$40,430
<u>Series 2021</u>				
Reserve	---	\$275,400	---	\$275,400
Revenue	---	\$178,242	---	\$178,242
Capital Interest	---	\$1,672	---	\$1,672
Acquisition & Construction	---	---	\$3,311	\$3,311
Utility Deposits	\$1,890	---	---	\$1,890
Total Assets	<u>\$206,746</u>	<u>\$455,314</u>	<u>\$3,311</u>	<u>\$665,371</u>
<u>Liabilities:</u>				
Accounts Payable	\$38,390	---	---	\$38,390
Due to Other	\$515	---	---	\$515
<u>Fund Balances:</u>				
Restricted for Debt Service	---	\$455,314	---	\$455,314
Restricted for Capital Projects	---	---	\$3,311	\$3,311
Unassigned	\$167,841	---	---	\$167,841
Total Liabilities and Fund Equity	<u>\$206,746</u>	<u>\$455,314</u>	<u>\$3,311</u>	<u>\$665,371</u>

Rivers Edge III
Community Development District
Statement of Revenues & Expenditures
For The Period Ending October 31, 2022

Description	ADOPTED BUDGET	PRORATED	ACTUAL	VARIANCE
		THRU 10/31/22	THRU 10/31/22	
Revenues:				
Developer Contrubutions	\$595,511	\$3,941	\$3,941	\$0
Assessments-Tax Roll	\$280,950	\$0	\$0	\$0
Administrative Assessments on Unplatted Land	\$78,950	\$39,475	\$39,475	\$0
Miscellaneous Income/Interest	\$0	\$0	\$48	\$48
Total Revenues	\$955,411	\$43,416	\$43,464	\$48
Expenditures				
Administrative				
Engineering	\$5,000	\$417	\$0	\$417
Arbitrage	\$600	\$50	\$0	\$50
Dissemination Agent	\$3,500	\$292	\$292	\$0
Attorney	\$25,000	\$2,083	\$0	\$2,083
Trustee Fees	\$4,000	\$333	\$2,188	(\$1,854)
Management Fees	\$28,000	\$2,333	\$2,333	\$0
Annual Audit	\$5,800	\$483	\$0	\$483
Assessment Administration	\$5,000	\$417	\$0	\$417
Information Technology	\$1,200	\$100	\$250	(\$150)
Website Administration	\$1,800	\$150	\$0	\$150
Telephone	\$150	\$13	\$23	(\$10)
Postage	\$250	\$21	\$3	\$17
Printing & Binding	\$1,000	\$83	\$96	(\$13)
Insurance	\$5,822	\$5,822	\$7,614	(\$1,792)
Legal Advertising	\$1,500	\$125	\$0	\$125
Other Current Charges	\$800	\$67	\$0	\$67
Office Supplies	\$150	\$13	\$3	\$10
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$89,747	\$12,976	\$12,976	(\$0)
Grounds Maintenance				
Landscape Maintenance	\$201,455	\$16,788	\$0	\$16,788
Lake Maintenance	\$7,000	\$583	\$766	(\$183)
Electric	\$1,500	\$125	\$28	\$97
Sewer/Water/Irrigation	\$13,800	\$1,150	\$171	\$979
Cost Share Landscaping- Rivers Edge	\$179,286	\$14,941	\$0	\$14,941
Repair & Replacements	\$7,225	\$602	\$0	\$602
Total Field Operations	\$410,266	\$34,189	\$965	\$33,224
Amenity Center				
Cost Share Amenity- Rivers Edge	\$316,559	\$26,380	\$0	\$26,380
Cost Share Amenity- Rivers Edge II	\$138,839	\$11,570	\$0	\$11,570
Total Field Operations	\$455,398	\$37,950	\$0	\$37,950
Total Expenditures	\$955,411	\$85,115	\$13,941	\$71,174
Excess Revenues/Expenses	\$0		\$29,523	
Net Change in Fund Balance	\$0		\$29,523	
Fund Balance - Beginning	\$0		\$138,318	
Fund Balance - Ending	\$0		\$167,841	

**Rivers Edge III
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2023**

[illegible]

Rivers Edge III
Community Development District
Debt Service Fund - Series 2021
Statement of Revenues & Expenditures
For The Period Ending October 31, 2022

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/22	ACTUAL THRU 10/31/22	VARIANCE
-------------	-------------------	-------------------------------------	-------------------------	----------

Revenues:

Special Assessments	\$550,794	\$0	\$0	\$0
Interest Income	\$1,500	\$125	\$840	\$715

Total Revenues	\$552,294	\$125	\$840	\$715
-----------------------	------------------	--------------	--------------	--------------

Expenditures

Series 2021

Interest 11/1	\$173,025	\$0	\$0	\$0
Interest 5/1	\$205,000	\$0	\$0	\$0
Principal 5/1	\$173,025	\$0	\$0	\$0

Total Expenditures	\$551,050	\$0	\$0	\$0
---------------------------	------------------	------------	------------	------------

Excess Revenues (Expenditures)	\$1,244	\$125	\$840	\$715
---------------------------------------	----------------	--------------	--------------	--------------

Net Change in Fund Balance	\$1,244	\$125	\$840	\$715
-----------------------------------	----------------	--------------	--------------	--------------

Fund Balance - Beginning	\$183,222		\$454,474	
---------------------------------	------------------	--	------------------	--

Fund Balance - Ending	\$184,466		\$455,314	
------------------------------	------------------	--	------------------	--

Reserve	\$275,400
Revenue	\$178,242
Capitalized Interest	\$1,672
	<u>\$455,314</u>

Rivers Edge III
Community Development District
Capital Projects Funds
Statement of Revenues & Expenditures
For The Period Ending October 31, 2022

Description	SERIES 2021
<u>Revenues:</u>	
Interest Income	\$6
Bond Proceeds	\$0
Total Revenues	\$6
<u>Expenditures:</u>	
Capital Outlay	\$0
Cost of Issuance	\$0
Underwriters Discount	\$0
Total Expenditures	\$0
Excess Revenues (Expenditures)	\$6
<u>Other Sources & Uses:</u>	
Transfer In/ (Out)	\$0
Total Other Sources & Uses	\$0
Net Change in Fund Balance	\$6
Fund Balance - Beginning	\$3,305
Fund Balance - Ending	\$3,311

Rivers Edge III
Community Development District
Long Term Debt Report

Series 2021 Capital Improvement Revenue Bonds	
Interest Rate:	2.47% - 3.75%
Maturity Date:	5/1/2051
Reserve Fund Definition:	50% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$275,000
Reserve Fund Balance:	\$275,400
Bonds outstanding - 4/23/2021	\$9,880,000
Less: May 1, 2022 (Mandatory)	(\$200,000)
Current Bonds Outstanding	\$9,680,000

Rivers Edge III
Community Development District
Developer Funding

Funding Request #	Date of Request	Date Received Developer	Total Amount Received	Total Funding Request FY 22	Total Funding Request FY 23	Balance (Due From Developer)/ Due To
28	10/12/22		\$0.00	\$32,720.94	\$3,940.73	(\$36,661.67)
Total				\$32,720.94		(\$36,661.67)

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF FISCAL YEAR 2023 ASSESSMENTS
10/1/22 - 9/30/23

		ASSESSED		
ASSESSED TO	# UNITS	SERIES 2021 DEBT INVOICED NET	FY23 O&M	TOTAL NVOICED NET
MATTAMY	337	357,352.44	78,950.00	436,302.44
				-
TOTAL DIRECT BILLS	337	357,352.44	78,950.00	436,302.44
NET REVENUE TAX ROLL	1,312	193,441.78	280,949.59	474,391.37
TOTAL REVENUE	1,649	550,794.22	359,899.59	910,693.81

RECEIVED			
SERIES 2021 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS NOT TAKEN)
-	39,475.00	39,475.00	396,827.44
-	-	-	-
-	39,475.00	39,475.00	396,827.44
-	-	-	474,391.37
-	39,475.00	39,475.00	871,218.81

DIRECT BILL PERCENT COLLECTED	0.00%	50.00%	9.05%
TAX ROLL PERCENT COLLECTED	0.00%	0.00%	0.00%
TOTAL PERCENT COLLECTED	0.00%	10.97%	4.33%

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments – 50% due December 1, 2021, 25% due February 1, 2021 and 25% due May 1, 2021

SUMMARY OF TAX ROLL RECEIPTS				
ST JOHNS COUNT DIST.	DATE	TOTAL AMOUNT	SERIES 2021 DEBT	O&M
1	11/2/2022	-	-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
TOTAL TAX ROLL RECEIPTS		-	-	-

B.

Rivers Edge III

Community Development District

Check Run Summary

October 31, 2022

Fund	Date	Check No.	Amount
General Fund	10/4/22	211	\$ 3,716.92
	10/6/22	212-221	\$ 143,819.94
Total			\$ 147,536.86

AP300R	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 11/05/22	PAGE 1
*** CHECK DATES 10/01/2022 - 10/31/2022 ***												
GENERAL FUND												
BANK A RIVERS EDGE III CDD												

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/04/22	00011	10/04/22 10042022	202209 300-20700-10000	STORMWATER ANALYSIS REIMB	*	3,716.92	
							RIVERS EDGE CDD
							3,716.92 000211
10/06/22	00021	8/11/22 4772993	202208 310-51300-48000	MEETING NOTICE	*	56.38	
							CA FLORIDA HOLDINGS LLC
							56.38 000212
10/06/22	00010	9/01/22 46148	202209 320-57200-46800	SEP LAKE MAINTENANCE	*	766.00	
							CHARLES AQUATICS INC
							766.00 000213
10/06/22	00003	9/01/22 29	202209 310-51300-34000	SEP MANAGEMENT FEES	*	1,875.00	
							SEP WEBSITE ADMIN
							100.00
							SEP INFORMATION TECH
							150.00
							SEP DISSEMINATION SERVICE
							291.67
							SEP OFFICE SUPPLIES
							2.50
							SEP POSTAGE
							.57
							SEP COPIES
							54.45
							SEP TELEPHONE
							10.84
							GOVERNMENTAL MANAGEMENT SERVICES
							2,485.03 000214
10/06/22	00013	8/12/22 3588	202207 310-51300-31500	JUL GENERAL COUNSEL	*	3,798.62	
							KE LAW GROUP
							3,798.62 000215
10/06/22	00005	8/17/22 48477	202207 310-51300-31100	JUL PROFESSIONAL SERVICES	*	275.37	
							PROSSER
							275.37 000216
10/06/22	00011	9/06/22 CS2022-Q	202209 320-57200-49100	CS LANDSCAPE Q4 (JUL-SEP)	*	32,432.75	
							CS AMENITY Q4 (JUL-SEP)
							65,437.00
							RIVERS EDGE CDD
							97,869.75 000217
10/06/22	00019	9/06/22 CS2022-Q	202209 320-57200-49200	CS AMENITY Q4 (JUL-SEP)	*	20,577.50	
							RIVERS EDGE II CDD
							20,577.50 000218

RE3C RV ED III	OKUZMUK
----------------	---------

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/06/22	00008	7/01/22 8726C	202207 320-57200-46100		*	15,254.31	
		JUL LANDSCAPE MAINTENANCE		VERDEGO			15,254.31 000219
10/06/22	00008	7/31/22 9002	202207 320-57200-46100		*	1,728.00	
		JUL LANDSCAPE NEW AREA		VERDEGO			1,728.00 000220
10/06/22	00008	8/25/22 9081	202208 320-57200-46100		*	1,008.98	
		REPLACE DAMAGED OAK TREE		VERDEGO			1,008.98 000221
TOTAL FOR BANK A						147,536.86	
TOTAL FOR REGISTER						147,536.86	

Rivers Edge III
COMMUNITY DEVELOPMENT DISTRICT

General Fund

Check Request

Date	Amount	Authorized By
October 4, 2022	\$3,716.92	Marilee Giles

Payable to:

Rivers Edge CDD #11

Date Check Needed:

Budget Category:

ASAP	001-300-20700-10000
------	---------------------

Intended Use of Funds Requested:

Reimbursement for Stormwater Analysis
Rprosser Inv. #47804; #48120; #48311
(Attach supporting documentation for request.)

PROSSER

April 20, 2022

Project No: 113094.74

Invoice No: 47804

Rivers Edge CDD
c/o Governmental Management Services, LLC
Attention: Oksana Kuzmuk
4648 Eagle Falls Place
Tampa, FL 33619

Project 113094.74 Rivers Edge CDD Stormwater Analysis

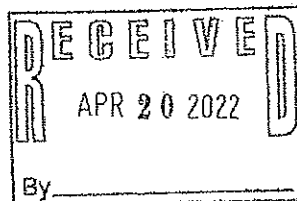
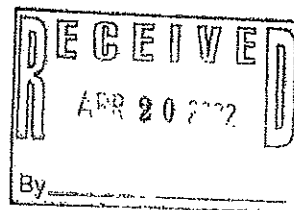
Professional Services from March 1, 2022 to March 31, 2022

Task 1: Coordination Meetings & Exhibits

Professional Personnel

	Hours	Rate	Amount	
Principal	1.00	235.00	235.00	
Sr. Engineer/Resident Engineer	1.00	170.00	170.00	
Totals	2.00		405.00	
Total Labor				405.00
Billing Limits	Current	Prior	To-Date	
Labor	405.00	0.00	405.00	
Limit			4,500.00	
Remaining			4,095.00	
		Total this Task		\$405.00
		Total this Invoice		\$405.00

1-31-513-311
55



PROSSER

June 17, 2022

Project No: 113094.74

Invoice No: 48120

Rivers Edge CDD
c/o Governmental Management Services, LLC
Attention: Oksana Kuzmuk
4648 Eagle Falls Place
Tampa, FL 33619

Project 113094.74 Rivers Edge CDD Stormwater Analysis

1-31-513-311

Professional Services from May 1, 2022 to May 31, 2022

55

Fee and Expense Billing

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 2: Draft Stormwater Needs Analysis	7,500.00	50.00	3,750.00	0.00	3,750.00
Task 3: Final Stormwater Needs Analysis	3,000.00	0.00	0.00	0.00	0.00
Total Fee	10,500.00		3,750.00	0.00	3,750.00
Total Fee					3,750.00

Reimbursable Expenses

Printing - Reimbursable				9.35	
Total Reimbursables			1.15 times	9.35	10.75
Total this Task					\$3,760.75

Task 1: Coordination Meetings & Exhibits

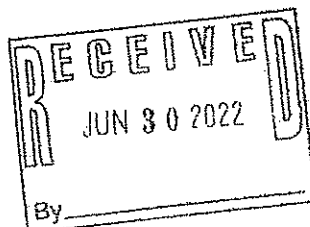
Professional Personnel

	Hours	Rate	Amount
Principal	1.00	235.00	235.00
Totals	1.00		235.00
Total Labor			235.00

Billing Limits

ing Limits	Current	Prior	To-Date
Labor	235.00	405.00	640.00
Limit			4,500.00
Remaining			3,860.00
Total this Task			\$235.00

Total this Invoice \$3,995.75



PROSSER

July 14, 2022

Project No: 113094.74

Invoice No: 48311

Rivers Edge CDD
c/o Governmental Management Services, LLC
Attention: Oksana Kuzmuk
4648 Eagle Falls Place
Tampa, FL 33619

Project 113094.74 Rivers Edge CDD Stormwater Analysis

Professional Services from June 1, 2022 to June 30, 2022

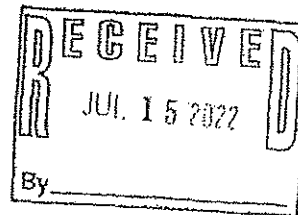
Fee and Expense Billing

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Task 2: Draft Stormwater Needs Analysis	7,500.00	100.00	7,500.00	3,750.00	3,750.00
Task 3: Final Stormwater Needs Analysis	3,000.00	100.00	3,000.00	0.00	3,000.00
Total Fee	10,500.00		10,500.00	3,750.00	6,750.00
Total Fee					6,750.00
Total this Task					\$6,750.00
Total this Invoice					\$6,750.00


Outstanding Invoices

Number	Date	Balance
48120	6/17/2022	3,995.75
Total		3,995.75



LOCALiQ

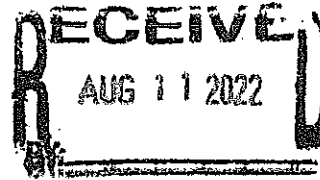
FLORIDA

Rivers Edge III Cdd		760855	1 of 1
STATEMENT # 0004772993	BILLING PERIOD Jul 1-Jul 31, 2022	PAYMENT DUE DATE August 20, 2022	
PREPAY (Memo Info) \$0.00	UNAPPLIED (Included in amt due) -\$119.67	TOTAL AMOUNT DUE \$56.38	
BILLING ACCOUNT NAME AND ADDRESS Rivers Edge III Cdd 475 W. Town Pl. Ste. 114 Saint Augustine, FL 32092-3649 		BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com	
		FEDERAL ID 47-2390983	
<p>Legal Entity: Gannett Media Corp.</p> <p>Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.</p> <p>All funds payable in US dollars.</p>			

000076085500000000000000047729930000563867174

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: MOR 48211

Date	Description	Amount
7/1/22	Balance Forward	\$56.38



1-31-513-48
21

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LOCALiQ

FLORIDA

ACCOUNT NAME Rivers Edge III Cdd		PAYMENT DUE DATE August 20, 2022		AMOUNT PAID	
ACCOUNT NUMBER 760855		STATEMENT NUMBER 0004772993			
CURRENT DUE \$0.00	30 DAYS PAST DUE \$0.00	60 DAYS PAST DUE \$80.78	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$95.27	UNAPPLIED PAYMENTS -\$119.67
					TOTAL AMOUNT DUE \$56.38

REMITTANCE ADDRESS (Include Account# & Invoice# on check)

CA Florida Holdings, LLC
PO Box 631244
Cincinnati, OH 45263-1244

TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMEX

Card Number _____
Exp Date ____/____/____ CVV Code ____
Signature _____ Date _____

000076085500000000000000047729930000563867174

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

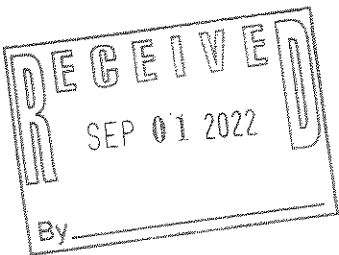
Invoice

Date	Invoice #
9/1/2022	46148

Bill To
Rivers Edge CDD 3 475 West Town Place, Suite 114 St Augustine, FL 32092

Due Date
10/1/2022

Vendor #

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 5 ponds - 1 pond at Main Street Phase 2 and 6 ponds at The Haven Approved RECDD III Submitted to AP on 9-1-22 by Jason Davidson <i>Jason Davidson</i> 1-32-572-468 10 	766.00	766.00

Thank you so much for your business!

Balance Due

\$766.00

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 29

Invoice Date: 9/1/22

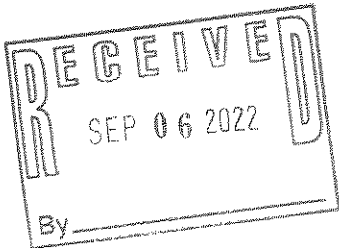
Due Date: 9/1/22

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 - September 2022 1-31-513-34		1,875.00	1,875.00
Website Administration - September 2022 1-31-513-351		100.00	100.00
Information Technology - September 2022 1-31-513-351		150.00	150.00
Dissemination Agent Services - September 2022 1-31-513-324		291.67	291.67
Office Supplies 1-31-513-51		2.50	2.50
Postage 1-31-513-42		0.57	0.57
Copies 1-31-513-425		54.45	54.45
Telephone 1-31-513-41		10.84	10.84
3			
			

Total \$2,485.03**Payments/Credits** \$0.00**Balance Due** \$2,485.03



INVOICE

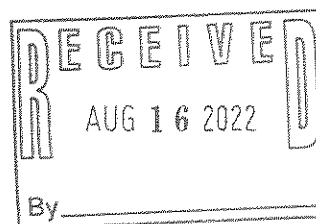
Invoice # 3588
Date: 08/12/2022
Due On: 09/11/2022

KE Law Group, PLLC

P.O. Box 6386
Tallahassee, Florida 32314
United States

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

RE3CDD-01



1-31-513-315

13

River's Edge III - General Counsel

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	JK	07/01/2022	Review bid protest 300 page package and research law on same; transmit information to Board; review/edit joint and individual public notice advertisement for July meetings and confer with staff on same; conference call with board on same	1.10	\$310.00	\$341.00
Service	LG	07/05/2022	Confer with Kilinski regarding landscape RFP.	0.10	\$270.00	\$27.00
Service	JK	07/05/2022	Conference call with multiple Board members re: protest status; draft notice of rejection of bids; draft resolution re: rejections of bids; draft resolution issuing RFP; update/edit RFP documents for reissuance; confer re: surplus property resolution status and Vesta score card/ deficiency support	1.20	\$310.00	\$372.00
Service	MG	07/05/2022	Research unopposed candidates and vacancies	0.10	\$170.00	\$17.00
Service	JK	07/06/2022	Finalize updates to RFP package for landscaping, including inclusion of addendum items and updated proposal forms; review pond ownership correspondence and confer with team on same	0.70	\$310.00	\$217.00
Service	GK	07/06/2022	Prepare letters to bidders regarding Request for Proposals for landscape and irrigation maintenance services, rejection	0.60	\$270.00	\$162.00

			of bids and reissuance of Request for Proposals.			
Service	JK	07/08/2022	Attend agenda call with District staff; confer re: acquisition and maintenance process and transmit information on same; update RFP package, shell back up and acquisition packages; draft resolution resetting public hearing on assessments and budget; transmit summary of acquisition material requirements and confer re: pond ownership matrix; review/edit letters of notice of re-bid to multiple bidders	1.50	\$310.00	\$465.00
Service	JK	07/11/2022	Review/edit and update Vesta amendment; confer re: pond acquisition and maintenance status; confer re: RFP updates and notice submittal	0.30	\$310.00	\$93.00
Service	GK	07/12/2022	Prepare landscape deficiency letter to VerdeGo Landscape.	0.70	\$270.00	\$189.00
Service	JK	07/12/2022	Confer with Davidson re: withholding VerdeGo payment; review draft deficiency letter and transmit same; confer re: RFP updates and prepare for meeting	0.30	\$310.00	\$93.00
Service	JK	07/14/2022	Conference call with multiple Board members re: bid protest; update RFP document with latest comments and disseminate same; prepare for Board meeting	0.40	\$310.00	\$124.00
Service	JK	07/15/2022	Travel to/from and attend Board meeting and joint meeting session; finalize and disseminate RFP notice, RFP package, and notices of rejection; begin draft notice of deficiency	3.20	\$310.00	\$992.00
Service	JK	07/17/2022	Update/edit VerdeGo deficiency letters; confer with bidders re: reissuance of RFP	0.20	\$310.00	\$62.00
Service	JK	07/18/2022	Confer with staff and proposers re: RFP reissuance and letter responses for same; finalize package and maps; update deficiency notice and supporting documentation to VerdeGo; confer re: acquisition package documentation	0.30	\$310.00	\$93.00
Service	MG	07/18/2022	Prepare new supervisor notebook; confer with Hogge regarding same	0.90	\$170.00	\$153.00
Service	JK	07/23/2022	Draft Addendum No. 1 to landscape RFP; transmit to staff	0.20	\$310.00	\$62.00
Expense	AL	07/25/2022	Hotel: JK- Hotel for CDD meeting	1.00	\$39.96	\$39.96

Expense	AL	07/25/2022	Gas: JK Gas for CDD meeting	1.00	\$32.33	\$32.33
Expense	AL	07/25/2022	Meals: JK Meals for CDD meeting	1.00	\$7.35	\$7.35
Expense	AL	07/25/2022	Rental Car Expenses: JK Rental car for CDD meeting	1.00	\$58.98	\$58.98
Service	JK	07/25/2022	Update painting agreement to expand pirate ship scope; review RFP requests and finalize addendum 1; confer re: maps	0.20	\$310.00	\$62.00
Service	MG	07/28/2022	Prepare Landowner Election documents	0.80	\$170.00	\$136.00
					Total	\$3,798.62

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2978	08/05/2022	\$4,048.40	\$0.00	\$4,048.40

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3588	09/11/2022	\$3,798.62	\$0.00	\$3,798.62
Outstanding Balance				\$7,847.02
Total Amount Outstanding				\$7,847.02

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

PROSSER

August 17, 2022

Project No: 113094.80

Invoice No: 48477

Rivers Edge III CDD
c/o Government Management Services, LLC
Attn: Hannah Smith
4648 Eagle Falls Pl
Tampa, FL 33619

Project 113094.80 Rivers Edge III CDD

For services including attend CDD meeting.

Professional Services from July 1, 2022 to July 31, 2022

Professional Personnel

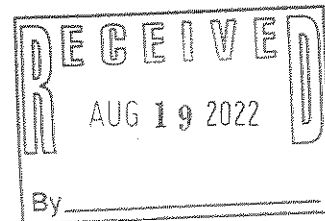
	Hours	Rate	Amount	
Principal	1.00	235.00	235.00	
Totals	1.00		235.00	
Total Labor				235.00

Reimbursable Expenses

Travel - Reimbursable			35.10	
Total Reimbursables	1.15 times	35.10		40.37
Total this Invoice				\$275.37

Outstanding Invoices

Number	Date	Balance
48023	5/29/2022	510.37
48312	7/14/2022	705.00
Total		1,215.37



Rivers Edge CDD

475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 9/6/22
INVOICE # CS2022-Q4

Bill To:

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

DESCRIPTION		AMOUNT
Cost Share-Landscaping Q4 (July - September)	1.320.572.491	\$ 32,432.75
Cost Share- RiverTown Amenity Q4 (July - September)	1.320.572.492	\$ 65,437.00
11		
TOTAL		\$ 97,869.75

Make check payable to:

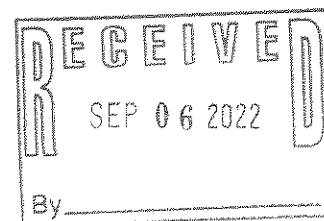
Rivers Edge CDD

c/o GMS LLC

475 West Town Place, Suite 114

St. Augustine, FL 32092

THANK YOU FOR YOUR BUSINESS!



Rivers Edge II CDD

475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 9/6/22
INVOICE # CS2022-Q4

Bill To:

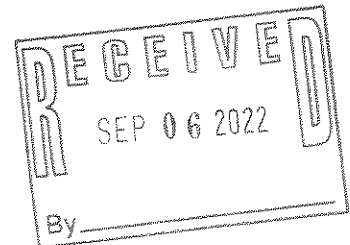
Rivers Edge III CDD
475 West Town Place, Suite 114
St. Augustine FL 32092

DESCRIPTION		AMOUNT
Cost Share- RiverTown Amenity Q4 (July - September)	1.320.5720.492	\$ 20,577.50
19		
TOTAL		\$ 20,577.50

Make check payable to:

Rivers Edge CDD
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

THANK YOU FOR YOUR BUSINESS!





Invoice

Invoice #: 8726C

Date: 07/01/2022

Customer PO:

DUE DATE: 07/31/2022

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

#6120 - Standard Maintenance Contract July 2022

AMOUNT

\$15,254.31

Invoice Notes:

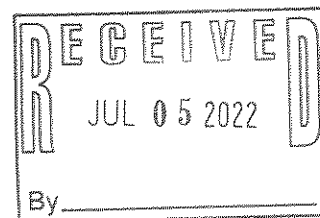
Thank you for your business!

AMOUNT DUE THIS INVOICE

\$15,254.31

Approved RECDD III
Submitted to AP on 7-5-22
by Jason Davidson

Jason Davidson
132572.461
8





Invoice

Invoice #: 9002

Date: 07/31/22

Customer PO:

DUE DATE: 08/30/2022

BILL TO

Rivertown - RECDD III
475 West Town Place, Suite 114
St. Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

AMOUNT

#8976 - Rivertown - Billing for New Areas - End of Main Street (July))
Additional hours requested for out of contract areas.
End of Main St. - 48 Hours

Maintenance Labor				\$1,728.00
Maint. Labor (Labor)	48	\$36.00	\$1,728.00	

Invoice Notes:

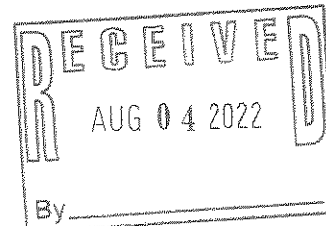
Thank you for your business!

AMOUNT DUE THIS INVOICE

\$1,728.00

Approved RECDD III
Submitted to AP on 8-4-22
by Jason Davidson

Jason Davidson
1.32.572.461
8





Invoice

Invoice #: 9081

Date: 08/25/22

Customer PO:

DUE DATE: 09/24/2022

BILL TO

Rivertown - RECDDIII
475 West Town Place, Suite 114
St. Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

AMOUNT

#8114 - Replace damaged Oak Tree

Replace Oak run over by a car along Main St.

Landscape Enhancement

\$1,008.98

Labor and Prep (Labor)

3.00

\$44.66

\$133.98

Live Oak (Material)

1.00

\$875.00

\$875.00

Invoice Notes:

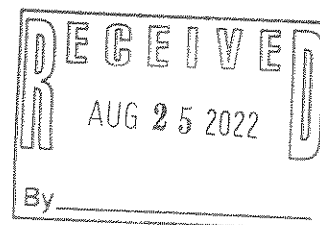
Thank you for your business!

AMOUNT DUE THIS INVOICE

\$1,008.98

Approved RECDD III
Submitted to AP on 8-25-22
by Jason Davidson

Jason Davidson
1-32-572-461
8



C.

Rivers Edge III Community Development District

FY2023 Funding Request #29
8-Nov-22

Vendor				Amount	
1 CA Florida Holdings LLC					
Notice of Meeting	Inv #7803351	9/22/22		\$	99.28
2 Charles Aquatics					
November Lake Maintenance	Inv #46635	11/1/22		\$	766.00
4 Governmental Management Services					
November Invoice	Inv #32	11/1/22		\$	2,967.12
5 KE Law Group					
September General Counsel	Inv #4413	10/12/22		\$	3,421.53
7 Prosser					
April Professional Services	Inv #48023	5/29/22		\$	510.37
September Professional Services	Inv #48914	10/13/22		\$	924.38
8 Rivers Edge CDD					
CS Landscape October 2022	Inv #CS-2023-OCT	10/1/22		\$	14,940.50
CS Amenity October 2022	Inv #CS-2023-OCT	10/1/22		\$	26,379.92
CS Landscape November 2022	Inv #CS-2023-NOV	11/1/22		\$	14,940.50
CS Amenity November 2022	Inv #CS-2023-NOV	11/1/22		\$	26,379.92
9 Rivers Edge II CDD					
CS Amenity October 2022	Inv #CS-2023-OCT	10/1/22		\$	11,569.92
CS Amenity November 2022	Inv #CS-2023-NOV	11/1/22		\$	11,569.92
10 Verdego					
June Billing for New Area	Inv #8776	6/30/22		\$	1,728.00
Total Amount Due				\$	116,197.36

Signature: _____

Chairman/Vice Chairman

Signature: _____

Secretary/Asst. Secretary

Wiring Instructions:

RBK: Wells Fargo, N.A.


ABA: 121000248

ACCT: 4633849393

ACCT NAME: Rivers Edge III Community Development District

LOCALiQ

FLORIDA

ACCOUNT NAME Rivers Edge III Cdd		ACCOUNT # 760855	PAGE # 1 of 1
INVOICE # 0004924859	BILLING PERIOD Sep 1- Sep 30, 2022	PAYMENT DUE DATE October 20, 2022	
PREPAY (Memo Info) \$0.00	UNAPPLIED (Included In amt due) -\$709.80	TOTAL AMOUNT DUE \$657.73	
BILLING ACCOUNT NAME AND ADDRESS Rivers Edge III Cdd 475 W. Town Pl. Ste. 114 Saint Augustine, FL 32092-3649 		BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com	
		FEDERAL ID 47-2390983	
<p>Legal Entity: Gannett Media Corp.</p> <p>Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.</p> <p>All funds payable in US dollars.</p>			

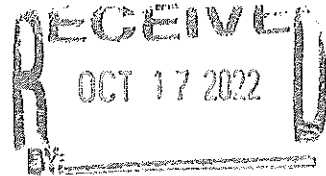
00007608550000000000000049248590006577367173

Starting in October ad placements will be assessed a monthly creative processing fee to cover fees associated with award winning ad design, toning, imaging, and sizing. Previous Account Number: MOR_48211

Date	Description	Amount
9/1/22	Balance Forward	\$614.83
9/16/22	PAYMENT - THANK YOU	-\$56.38

Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
9/22/22	7803351	BOARD OF SUPERVISORS MEETING DATES 2022-2023		\$99.28



PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LOCALiQ

FLORIDA

ACCOUNT NAME Rivers Edge III Cdd		PAYMENT DUE DATE October 20, 2022		AMOUNT PAID		
ACCOUNT NUMBER 760855		INVOICE NUMBER 0004924859				
CURRENT DUE \$99.28	30 DAYS PAST DUE \$1,204.96	60 DAYS PAST DUE \$0.00	90 DAYS PAST DUE \$0.00	120+ DAYS PAST DUE \$63.29	UNAPPLIED PAYMENTS -\$709.80	TOTAL AMOUNT DUE \$657.73
REMITTANCE ADDRESS (Include Account# & Invoice# on check) CA Florida Holdings, LLC PO Box 631244 Cincinnati, OH 45263-1244			<p>TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:</p> <p><input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX</p> <p>Card Number _____</p> <p>Exp Date ____/____/____ CVV Code _____</p> <p>Signature _____ Date _____</p>			

00007608550000000000000049248590006577367173

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

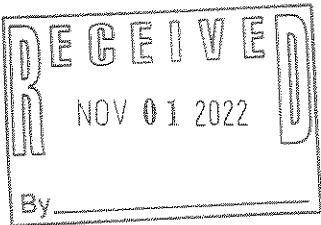
Invoice

Date	Invoice #
11/1/2022	46635

Due Date
12/1/2022

Bill To
Rivers Edge CDD 3 475 West Town Place, Suite 114 St Augustine, FL 32092

Vendor #

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 5 ponds - 1 pond at Main Street Phase 2 and 6 ponds at The Haven Approved RECDD III Submitted to AP on 11-1-2022 by Jason Davidson <i>Jason Davidson</i> 	766.00	766.00

Thank you so much for your business!

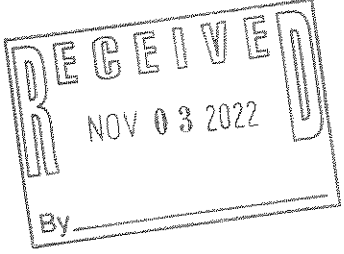
Balance Due \$766.00

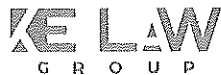
Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 32**Invoice Date:** 11/1/22**Due Date:** 11/1/22**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 2022		2,333.33	2,333.33
Website Administration - November 2022		150.00	150.00
Information Technology - November 2022		100.00	100.00
Dissemination Agent Services - November 2022		291.67	291.67
Office Supplies		2.65	2.65
Postage		2.85	2.85
Copies		65.70	65.70
Telephone		20.92	20.92
			
Total			\$2,967.12
Payments/Credits			\$0.00
Balance Due			\$2,967.12



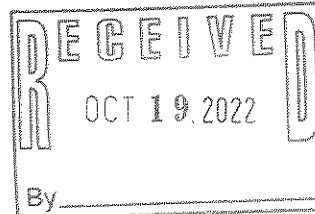
INVOICE

Invoice # 4413
Date: 10/12/2022
Due On: 11/11/2022

KE Law Group, PLLC

P.O. Box 6386
Tallahassee, Florida 32314
United States

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



RE3CDD-01

River's Edge III - General Counsel

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	MO	09/01/2022	Begin reviewing landscape proposals and bid charts and drafting proposal analysis	1.30	\$270.00	\$351.00
Service	JK	09/02/2022	Agenda call/review for September 7 and September 14 Board meetings; transmit supplemental documentation on same; confer re: alcohol licensing and special event applications; review RFPs and finalize scoring criteria and legal sufficiency review; transmit communication for Board on same; confer re: public decorum language	0.70	\$310.00	\$217.00
Service	JK	09/04/2022	Review RFP's for landscaping; prepare score summary charts and calculate pricing for same	0.30	\$310.00	\$93.00
Service	JK	09/06/2022	Conference call with district manager re: joint meeting and ranking information; conference call with Supervisor re: same; transmit previous bid information	0.20	\$310.00	\$62.00
Service	JK	09/07/2022	Travel to/from and attend Board meeting; attend pre-meeting on financing	2.40	\$310.00	\$744.00
Service	JK	09/09/2022	Confer re: budget inquiries and cost share requirements; follow up from same; review notice of award letters and confer with staff on same; confer re: bid for SR13	0.40	\$310.00	\$124.00
Service	MO	09/09/2022	Continue drafting Notice of Landscape Contract Award Letters; Review Joint	0.20	\$270.00	\$54.00

Meeting Notes

Service	MO	09/11/2022	Draft Yellowstone landscape agreement	0.60	\$270.00	\$162.00
Service	JK	09/14/2022	Confer with GMS re: status of budget alternatives and presentation on same; confer re: public hearings; transmit public decorum slides; confer re: motion options	0.10	\$310.00	\$31.00
Service	JK	09/14/2022	Travel to/from and attend Board meeting and public hearing	1.80	\$310.00	\$558.00
Service	JK	09/19/2022	Confer with Davidson re: property turnover and punch list and review documentation on same; confer re: county road access for construction with district manager	0.20	\$310.00	\$62.00
Expense	AL	09/19/2022	Meals: Meals for meeting	1.00	\$15.00	\$15.00
Expense	AL	09/19/2022	Rental Car Expenses: Rental car for meeting	1.00	\$74.53	\$74.53
Expense	AL	09/19/2022	Hotel: Hotel for meeting	1.00	\$30.00	\$30.00
Expense	AL	09/19/2022	Gas: Gas for meeting	1.00	\$20.00	\$20.00
Service	JK	09/20/2022	Confer with Davidson re: irrigation inquires and review meeting minutes related to same; confer re: turnover timeline	0.20	\$315.00	\$63.00
Service	JK	09/21/2022	Finalize Yellowstone contract, exhibits and COI information; transmit for signature	0.40	\$310.00	\$124.00
Service	JK	09/23/2022	Confer re: due diligence turnover preparations and processes with Stilwell and Davidson; update documents on same	0.60	\$310.00	\$186.00
Service	MG	09/23/2022	Research plats - property due diligence	0.40	\$170.00	\$68.00
Service	JK	09/27/2022	Conference call re: property turnover; review updated property schedule and acquisition packages and continue preparing the same; update plat information/update documentation for same	0.80	\$310.00	\$248.00
Service	LG	09/29/2022	Research FEMA disaster response procedures.	0.10	\$270.00	\$27.00
Service	MO	09/30/2022	Review files re: rejection of State Road 13 roadway RFP bids and begin drafting Resolutions for informal bid and awarding project 13	0.40	\$270.00	\$108.00
					Total	\$3,421.53

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
3588	09/11/2022	\$3,798.62	\$0.00	\$3,798.62
3942	10/09/2022	\$4,258.16	\$0.00	\$4,258.16

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
4413	11/11/2022	\$3,421.53	\$0.00	\$3,421.53
Outstanding Balance				\$11,478.31
Total Amount Outstanding				\$11,478.31

Please make all amounts payable to: KE Law Group, PLLC

Please pay within 30 days.

PROSSER

May 29, 2022

Project No: 113094.80

Invoice No: 48023

Rivers Edge III CDD
c/o Government Management Services, LLC
Attn: Hannah Smith
4648 Eagle Falls Pl
Tampa, FL 33619

Project 113094.80 Rivers Edge III CDD
For services including attend CDD meeting and staff coordination.

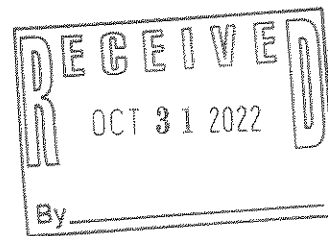
Professional Services from April 1, 2022 to April 30, 2022

Professional Personnel

	Hours	Rate	Amount	
Principal	2.00	235.00	470.00	
Totals	2.00		470.00	
Total Labor				470.00

Reimbursable Expenses

Travel - Reimbursable - Mileage			26.70	
Travel - Reimbursable- Mileage Client DA			8.40	
Total Reimbursables	1.15 times		35.10	40.37
	Total this Invoice			\$510.37



PROSSER

October 13, 2022

Project No: 113094.80

Invoice No: 48914

Rivers Edge III CDD
c/o Government Management Services, LLC
Attn: Hannah Smith
4648 Eagle Falls Pl
Tampa, FL 33619

Project 113094.80 Rivers Edge III CDD

For services including attend CDD meeting and joint CDD meeting and coordination turnover with staff.

Professional Services from September 1, 2022 to September 30, 2022

Professional Personnel

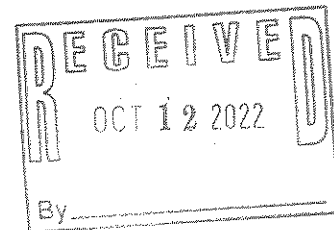
	Hours	Rate	Amount	
Principal	3.75	235.00	881.25	
Totals	3.75		881.25	
Total Labor				881.25

Reimbursable Expenses

Travel - Reimbursable - Mileage			26.70	
Travel - Reimbursable- Mileage Client OV			10.80	
Total Reimbursables	1.15 times		37.50	43.13
	Total this Invoice			\$924.38

Outstanding Invoices

Number	Date	Balance
48023	5/29/2022	510.37
48477	8/17/2022	275.37
48670	9/13/2022	438.75
Total		1,224.49



INVOICE

DATE: 10/1/22
INVOICE # CS-2023-OCT

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

Make check payable to:
Rivers Edge CDD
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

THANK YOU FOR YOUR BUSINESS!

INVOICE

DATE: 11/1/22
INVOICE # CS-2023-NOV

DESCRIPTION	AMOUNT
Cost Share-Landscaping for November 2022	\$ 14,940.50
Cost Share- RiverTown Amenity for November 2022	\$ 26,379.92
TOTAL	\$ 41,320.42

THANK YOU FOR YOUR BUSINESS!

Rivers Edge II CDD

475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 10/1/22
INVOICE # CS-2023-OCT

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

DESCRIPTION	AMOUNT
Cost Share- RiverTown Amenity for October 2022	\$ 11,569.92
TOTAL	\$ 11,569.92

Make check payable to:
Rivers Edge CDD
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

THANK YOU FOR YOUR BUSINESS!

INVOICE

DATE: 11/1/22
INVOICE # CS-2023-NOV

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

Make check payable to:
Rivers Edge CDD
 c/o GMS LLC
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

THANK YOU FOR YOUR BUSINESS!



Invoice

Invoice#: 8776

Date: 06/30/22

Customer PO:

DUE DATE: 07/30/2022

BILL TO

Rivertown – RECDD III
475 West Town Place, Suite 114
St. Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

AMOUNT

#8829 - Rivertown - Billing for New Areas - End of Main Street (June)

Additional hours requested for out of contract areas.

End of Main St. - 48 Hours

Maintenance Labor

\$1,728.00

Maint. Labor (Labor)

48.00

\$36.00

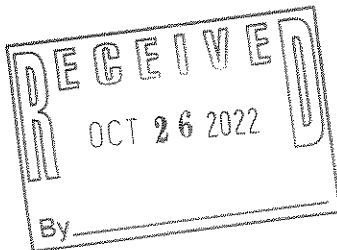
\$1,728.00

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$1,728.00



Approved RECDD III
Submitted to AP on 10-25-22
by Jason Davidson

Jason Davidson