

*Rivers Edge
Community Development District*

August 22, 2018

Rivers Edge

Community Development District

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

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

August 16, 2018

Board of Supervisors
Rivers Edge Community
Development District

Dear Board Members:

The Board of Supervisors Meeting of the Rivers Edge Community Development District will be held Wednesday, August 22, 2018 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments
- III. Affidavit of Publication
- IV. Public Hearing to Consider the Imposition of Special Assessments
 - A. Consideration of Resolution 2018-14, Equalizing and Imposing Special Assessments
 - B. Consideration of Delegation Resolution 2018-15
 1. Supplemental Trust Indenture
 2. Escrow Deposit Agreement
 3. Preliminary Official Statement
 4. Bond Purchase Agreement
 5. Continuing Disclosure Agreement
- V. Discussion of the Fiscal Year 2019 Budget
- VI. Consideration of a District Policy Regarding Guest Passes
- VII. Consideration of Proposals
 - A. Pickle Ball Court
 - B. Tennis Facility Management
- VIII. Consideration of Agreement with VerdeGo for Landscape Maintenance Services
- IX. Approval of the Minutes of the July 18, 2018 Meeting
- X. Consideration of Canceling the September 19, 2018 Meeting
- XI. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager – Discussion of the Fiscal Year 2019 Meeting Schedule

- D. Amenity Manager – Report
- E. Field Services – Report
- XII. Supervisors’ Requests and Audience Comments
- XIII. Financial Reports
 - A. Consideration of Tri-Party Funding Request No. 63
 - B. Balance Sheet & Income Statement
 - C. Assessment Receipt Schedule
 - D. Approval of Check Registers
- XIV. Next Scheduled Meeting – September 12, 2018 @ 6:00 p.m. at the RiverTown Amenity Center
- XV. Adjournment

Enclosed under the third order of business is the affidavit of publication for the public hearing.

The fourth order of business is the public hearing to consider the imposition of special assessments. Enclosed for your review and approval are copies of Resolution 2018-14 and Resolution 2018-15, along with its exhibits.

The fifth order of business is discussion of the Fiscal Year 2019 budget. A copy of the budget will be provided under separate cover.

The sixth order of business is discussion of a District policy regarding guest passes. Any backup documentation will be provided under separate cover.

The seventh order of business is consideration of proposals for a pickle ball court and management of the tennis facility. Copies of the proposals are enclosed for your review and approval.

The eighth order of business is consideration of agreement with VerdeGo for landscape maintenance services. A copy of the agreement will be provided under separate cover.

Enclosed under the ninth order of business is a copy of the minutes of the July 18, 2018 meeting.

Under financial reports, copies of the balance sheet and income statement, tri-party funding request, assessment receipt schedule, and check register are included for your review.

The balance of the agenda is routine in nature. Staff will present their reports and any additional support material will be presented and discussed at the meeting. I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

James Perry

James Perry

cc:	Jennifer Gillis	Jason Davidson	Robert Beladi
	Gabriel McKee	Jennifer Kilinski	David Provost
	Ryan Stilwell	Dan Fagen	

AGENDA

Rivers Edge Community Development District Agenda

Wednesday
August 22, 2018
11:00 a.m.

RiverTown Amenity Center
156 Landing Street
St. Johns, Florida 32259
Staff Call in #: 1-800-264-8432
Passcode: 653314
www.riversedgecdd.com

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THIRD ORDER OF BUSINESS

THE ST. AUGUSTINE RECORD
Affidavit of Publication

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

ACCT: 15655
AD# 0003070218-01
PO#

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

STATE OF FLORIDA
COUNTY OF ST. JOHNS

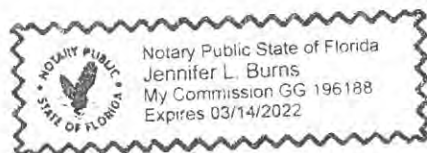
Before the undersigned authority personally appeared JAMIE WILLIAMS who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF HEARING** in the matter of **IMPOSITION OF SPECIAL ASSESSMENTS** was published in said newspaper on **07/26/2018, 08/02/2018**.

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

Sworn to and subscribed before me this _____ day of **AUG 02 2018**

by Jamie Williams who is personally known to me
or who has produced as identification

Jennifer L. Burns
(Signature of Notary Public)



RIVERS EDGE COMMUNITY DEVELOPMENT
NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS

NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENTS AND ADOPTION OF SPECIAL ASSESSMENTS
NOTICE OF FISCAL YEAR 2018/2019 BUDGET PUBLIC HEARING

Pursuant to Chapters 170, 190, and 197, Florida Statutes, the Rivers Edge Community Development and a regular Board meeting on August 22, 2018 at 11:00 a.m. at the RiverTown Amenity Center, 475 W. Town Place, Suite 114, St. Augustine, Florida 32092, for the purposes of (1) levying an assessment for the annual budget.

Chapter 170 Assessment Hearing

The District previously issued \$33,980,000 Capital Improvement Revenue Bonds, Series 2008 2008B ("2008B Bonds"), and together with the 2008A Bonds, "Original Bonds") to finance a outstanding principal remaining on the 2008A Bonds is \$6,225,000. The 2008A Bonds are ("Original Assessments"). The District is contemplating the refunding of the 2008A Bonds with 1 (Senior Bonds) and Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Sub interest rate savings. It is proposed that the 2008A Bonds will be refinanced with proceeds of the anticipated effect of the refunding of the 2008A Bonds is an increase in the principal amount reinsurance, the annual payment of debt assessments will decrease. The 2018A Bonds will have 2038. The maturity (length of time to pay) will not change. Below is the table of the anticipated

LAND USE	ERU FACTOR	TOTAL UNITS	Current Series 2008A Principal Per Unit	Current Series 2018A-2 Gross Per Unit
TH	0.62	21	\$9,395.93	\$9
30' 45'	0.74	51	\$11,390.86	\$11
30' 50'	0.87	130	\$15,150.82	\$15
30' 60'	1	51	\$15,882.42	\$15
70'	1.2	84	\$18,871.27	\$18
80'	1.33	21	\$20,889.93	\$20
90'	1.47	1	\$22,197.52	\$22
Pay Down	Various	63	Various	U
Pay Offs	Various	23	\$0.00	
Total		488		

Before the 2008A Bonds are refunded, any property owner interested in paying off the 15, 2018, Interested property owners may contact Governmental Management Services, LLC ("District Manager's Office") to request pay-off amounts and information. Please note that the responsible for paying the annual O&M Assessments levied annually by the District, as well as any The manner in which the District proposes to consider the imposition of non-ad valorem Series Special Assessment Methodology Report for Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Bonds), dated July 16, 2018 ("2018A Assessment Report") ing the District. The purpose of the 2018A Assessments is to secure the 2018A Bonds and process by which the allocation is to be made is set forth in the 2018A Assessment Report, above and the 2018A Assessment Report, which was presented and approved at the July 16, 2018 The total revenue the District will collect by the 2018A Assessments is \$6,460,000, exclusive of Bonds. The 2018A Assessment Report contains a listing of each Strap number within the District for the land use categories. The unit of measurement for the 2018A Assessments is described in the assessment methodology reports adopted in connection with the levy of the above for specific units of measurement for the proposed Series 2018A Assessments.

The District will hold a public hearing on August 22, 2018 at 11:00 a.m. at the RiverTown Amenity Center, 475 W. Town Place, Suite 114, St. Augustine, Florida 32092, for the purposes of hearing public comments prior to adoption of the fiscal year budget for the purpose to fund the budget as adopted. Here are some key facts regarding the proposed O&M

General Information Related to O&M Assessments and Hearing Thereon

The District will hold public hearings and a regular Board meeting on September 12, 2018 at 3:25 p.m. for the purposes of hearing public comments prior to adoption of the fiscal year budget for the purpose to fund the budget as adopted. Here are some key facts regarding the proposed O&M

1. **Proposed Budget / Total Revenue.** For all O&M Assessments levied for Fiscal Year 2018 fund the District's general fund budget.
2. **Unit of Measurement.** The O&M Assessments are allocated on a per acre basis for undeveloped
3. **Schedule of O&M Assessments:**

LAND USE	ERU FACTOR	TOTAL UNITS	FY 2018 PER
TH	0.85	18	\$9
30'	0.62	21	\$7
40'	0.74	230	\$8
45'	0.74	302	\$8
50'	0.87	219	\$11
55'	0.87	264	\$11
60'	1	195	\$12
65'	1	1	\$12
70'	1.2	219	\$12
80'	1.33	71	\$12
90'	1.47	1	\$12
Total		1,541	

Note that the O&M Assessments above do not include any debt service assessments previously levied

General Information

By operation of law, the District's assessments each year constitute a lien against benefitted property. The District intends to have the St. Johns County Tax Collector collect the assessments imposed on portions of benefitted property by sending out a bill prior to, or during, November. The District may initiate a foreclosure action or may place the delinquent assessments on the ASSESSMENTS WILL CAUSE A TAX CERTIFICATE TO BE ISSUED AGAINST YOUR PROPERTY. OR, IF THE ASSESSMENTS ARE DIRECTLY COLLECTED, WILL CAUSE A FORECLOSURE ACTION THAT MAY RESULT IN A LOSS OF TITLE. The District's decision to collect assessments to collect those or other assessments in a different manner at a future time.

All affected property owners have a right to appear at the hearing and to file written objections with information concerning the assessments and copies of the documents referred to in this letter. You may appear at the hearing, or submit your comments in advance to the attention of the District Manager's Office. The public hearings and meeting are open to the public and will be conducted in accordance with the District's policies. There may be occasions when staff or board members may participate in the hearing or physical impairment should contact the District Manager's Office at (904) 940-1111, impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-

**DEVELOPMENT DISTRICT
ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES**

**N ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), FLORIDA
STATUTES
PUBLIC HEARING AND REGULAR MEETING**

Development District ("District") Board of Supervisors ("Board") will hold a public hearing at the District Office, 156 Landing Street, St. Johns, Florida 32259, for the purposes of considering proposed refinancing of the Capital Improvement Revenue Bonds, Series 2008A) on or before September 12, 2018 at 6:00 p.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259 to fund the general fund budget ("O&M Assessments"), and (ii) adopting the District's

A ("2008A Bonds") and its \$19,350,000 Capital Improvement Revenue Bonds, Series 2008A, for the purposes of refinancing the District's various infrastructure improvements ("Improvements"). The Bonds are secured by non-ad valorem assessments levied on certain units within the District through the issuance of Capital Improvement Revenue Refunding Bonds, Series 2018A (Ordinate Bonds) (together, "2018A Bonds") to, among other things, take advantage of the lower interest rate on the 2018A Bonds in the principal amount of \$6,460,000. The amount of debt outstanding. However, due to the reduced interest rate associated with the new Bonds, the average term of the 2008A Bonds and the last maturity date will be on May 1, 2020. The estimated amounts per unit type:

2018 ROSS UNIT	Proposed Series 2018A Principal Per Unit	Proposed Series 2018A Gross Assess Per Unit	Decrease in Annual Debt Service Gross Assess
89.78	\$9,443.92	\$781.40	-\$185.44
21.24	\$11,439.92	\$943.97	-\$153.70
61.26	\$1,123.58	\$1,075.17	-\$48.41
61.76	\$1,123.58	\$1,075.17	-\$48.41
123.56	\$1,123.58	\$1,075.17	-\$48.41
123.56	\$1,123.58	\$1,075.17	-\$48.41
163.86	\$1,291.47	\$1,291.47	-\$0.00
163.86	\$1,291.47	\$1,291.47	-\$0.00
396.64	\$1,549.77	\$1,549.77	-\$0.00
347.94	\$1,717.66	\$1,717.66	-\$0.00
710.88	\$1,898.46	\$1,898.46	-\$0.00

outstanding balance of their Original Assessments in full must do so by August 1, 2018. If a property owner who has opted to pay the Original Assessments in full will continue to be required to pay the Original Assessments in full, if applicable.

The 2018A Assessments ("2018A Assessments") is set forth in the District's Supplemental Asses. Series 2018A-1 (Senior Bonds) and the Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Ordinate Bonds) and can be obtained upon contact with the District Manager's Office. The maximum amounts to be allocated by product type are as set out in the table below.

The maximum amounts to be allocated by product type are as set out in the table below. The maximum amounts to be allocated by product type are as set out in the table below. The maximum amounts to be allocated by product type are as set out in the table below.

Amenity Center, 156 Landing Street, St. Johns, Florida 32259 to consider the information in the 2018A Assessment Report, which is on file at the District Manager's Office. The maximum amounts to be allocated by product type are as set out in the table below.

6:00 p.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259 to consider the information in the 2018A Assessment Report, which is on file at the District Manager's Office.

In 2019, the District expects to collect no more than \$1,804,018.64 in gross revenue to be collected by the District and due to be collected for Fiscal Year 2018/2019.

2018 ROSS UNIT	FY 2019 PROPOSED PER UNIT GROSS	(DECREASE) / INCREASE
89.78	\$1,097.75	\$108.47
21.24	\$800.71	\$79.47
61.26	\$955.69	\$94.43
61.76	\$955.69	\$94.43
123.56	\$1,123.58	\$111.02
123.56	\$1,123.58	\$111.02
163.86	\$1,291.47	\$127.61
163.86	\$1,291.47	\$127.61
396.64	\$1,549.77	\$153.13
347.94	\$1,717.66	\$169.72
710.88	\$1,898.46	\$187.58

collected by the District and due to be collected for Fiscal Year 2018/2019.

property located within the District just as do each year's property taxes. For Fiscal Year 2018/2019, the District will collect the assessments imposed on property within the District and may directly collect the assessments on behalf of the County. For delinquent assessments that were initially directly billed by the District, the next year's county tax bill. PLEASE BE ADVISED THAT FAILURE TO PAY ANY ASSESSMENTS WITHIN THE DISTRICT THAT MAY RESULT IN A LOSS OF TITLE INSURANCE ACTION TO BE FILED AGAINST YOUR PROPERTY WITHIN THE DISTRICT.

with the District Board of Supervisors within twenty (20) days of this notice. The public hearings and meeting may be continued to a date, time, and place to be determined by the District Board of Supervisors. Any person requiring special accommodations because of a disability should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please call the District Office at (904) 955-8770 (Voice), for aid in contacting the District Office.

RIVERS EDGE COMMUNITY DEV



RESOLUTION:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT TO REAFFIRM THE OUTSTANDING 2008A BONDS AND DECLARING SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS IN THE DISTRICT FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL;

WHEREAS, the Rivers Edge Community Development District ("District") is a local unit of government created pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes; and

WHEREAS, the District previously adopted its Improvement Plan, dated October 27, 2006, and as amended and restated by the Amended and Restated Master Improvement Plan II, dated May 31, 2016, attached hereto as Exhibit A (together with the Improvement Plan, the "Improvement Plan"); and

WHEREAS, the District, as successor to the Main Street Community Development District, Series 2008A ("2008A Bonds") and its \$19,350,000 Capital Improvement Revenue Bonds; and

WHEREAS, in connection with the issuance of the Original Bonds, the District adopted Main Street Community Development District Resolutions 2007-17, 2007-19, 2007-20, 2008-06, and 2009-07, which levied debt assessments on the property owners within the District; and

WHEREAS, the 2008B Bonds were paid in full in a previous Refunding Bonds, Series 2016, with an amount of the Series 2008A Bonds; and

WHEREAS, the Original Bonds were issued and the Original Assessments were levied to pay the debt service on the Original Bonds; and

WHEREAS, the District has determined that it is in the best interest of the District and its residents to issue new bonds in order to reflect the current economic environment and take advantage of interest rate reductions; and

WHEREAS, the District hereby declares its intent to allocate additional debt (i.e., in addition to the debt service on the Original Bonds) to the District on such residential lots and lands to fund items including but not limited to the improvement of the District's infrastructure, including the improvement of the District's water and sewer systems, and the improvement of the District's parks and recreation facilities; and

WHEREAS, notwithstanding the foregoing recital, the total annual 2018A Assessments levied on the property owners within the District shall remain valid and binding until such time as the District levies the 2018A Assessments; and

WHEREAS, the District is empowered by Chapter 190, Florida Statutes, the Uniform Community Development District Act, and Chapter 197, Florida Statutes, to adopt a preliminary assessment roll; and

WHEREAS, the District hereby determines that the benefits will accrue to the property owners within the District as a result of the District's Supplemental Special Assessment Method, Series 2018A-1 (Senior Bonds) and the Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Bonds) and the Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Bonds); and

WHEREAS, this Resolution shall serve as the "resolution required to declare special assessments against certain property as described in Exhibit B that collectively comprise the 2018A Assessments; and

WHEREAS, the District hereby determines that the 2018A Assessments to be levied will not exceed the amount of the 2008A Bonds; and

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF SUPERVISORS OF THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT DO HEREBY ADOPT THE FOLLOWING:

Section 1. The 2018A Assessments shall be levied to defray the cost of a portion of the improvement project described in the Improvement Plan.

Section 2. The nature and general location of, and plans and specifications for, the improvement project shall be as set forth in the Improvement Plan.

Section 3. The total cost of the Improvements is \$119,917,590.79 ("Improvements Cost").

Section 4. The 2018A Assessments will collectively defray approximately \$6,460,000 which is the amount of the 2008A Bonds, less reserve and contingency, as applicable.

Section 5. The manner in which the 2018A Assessments shall be apportioned and paid is set forth in the Improvement Plan.

Section 6. The 2018A Assessments shall be levied, within the District, on certain lots and lands specially benefited thereby and further designated by the assessment plat hereinafter provided, which shall be subject to the 2008A Bonds have been prepaid in full.

Section 7. There is on file, at the District Records Office, an assessment plat showing the areas within the District which shall be open to inspection by the public.

Section 8. Commencing with the year in which the 2018A Assessments are certified for collection, the 2018A Assessments shall be levied and collected pursuant to law then in effect. The 2018A Assessments shall be levied and collected pursuant to Chapter 197, Florida Statutes ("Uniform Method"); provided, that if determined by the District to be in its best interest, the 2018A Assessments, or any portion thereof, may be levied and collected pursuant to any other method permitted by law.

Section 9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the Uniform Community Development District Act, which identifies the lands assessed, the amount of benefit to and the assessment against each parcel, which is hereby adopted and approved as the District's Preliminary Series 2018 Assessment Roll.

Section 10. The Board shall adopt a subsequent resolution to fix a time and place at which the preliminary assessment roll shall be open to inspection by the public and to be heard as to the propriety and advisability of the assessments or the method of collection thereof.

DEVELOPMENT DISTRICT



2018-11 COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE REFUNDING OF INDICATING THE LOCATION, NATURE AND COST OF THOSE IMPROVE- PROVIDING THE PORTION OF THE COST OF THE IMPROVEMENTS TO BE WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVID- ; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

pecial-purpose government located in St. Johns County, Florida, and established pur-
Florida Statutes ("Uniform Act"); and
as supplemented by that certain Supplemental Engineers Report, dated November 8,

or the Rivers Edge
r, "Improvement Plan"), which details certain improvements that were to be construc-
t ("Main Street"), previously issued its \$13,980,000 Capital Improvement Revenue
Bonds, Series 2008B ("2008B Bonds") and together with the 2008A Bonds, "Original

1 Street Resolutions 2007-20, 2007-21, 2007-22, 2008-06, and 2008-07 and District
securing the Original Bonds ("Original Assessments"); and
hich was used to refund and defease approximately \$5,315,000 in aggregate principal

costs of a portion of the improvements described in the Improvement Plan; and
residents to refund and refinance the remaining 2008A Bonds ("Outstanding 2008A
e savings; and

to the debt represented by the Outstanding 2008A Bonds) to the lots and lands with-
he special assessment lien imposed thereon, with the amount of the proposed debt as-
ig, but not limited to, the debt service reserve and costs of issuance on the Capital Im-
ovement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Bonds) (together,
nd

against each lot and parcel of land will be less than the total annual amount of Origi-

levying the 2018A Assessments, the Original Assessments proposed to be refinanced
assess the 2018A Bonds to be secured by the 2018A Assessments; and
unity Development District Act, and Chapter 170, Florida Statutes, Supplemental Al-
Statutes, to continue implementation of the Improvement Plan and to levy the 2018A

d, the amount of those benefits, and that special assessments will be made in propor-
odology Report for
pital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Bonds),
("Series 2018 Assessment Report"), and on file at 475 West Town Place, Suite 114, St

ments" contemplated by Section 170.03, Florida Statutes, for the assessment lien(s) lev-
assessments; and
sed the benefits to the property improved.

VED BY THE BOARD OF EDGE COMMUNITY DISTRICT:

ents described in the previously adopted Improvement Plan ("Improvements").
is are on file at the District Records Office. Exhibit A is also on file and available for

includes a portion of the Improvements Cost plus financing related costs, debt service
h in Exhibit B.

ads adjoining and contiguous or bounding and abutting upon such Improvements or
ed for; provided that no debt service assessments shall be levied on lots for which debt

to be assessed, with certain plans and specifications describing the Improvements and

n, the 2018A Assessments shall be paid in not more than twenty-one (21) annual
ssessments may be payable at the same time and in the same manner as are ad valorem
however, that in the event the Uniform Method is not available to the District in any
rtion thereof, may be collected as

edance with the Series 2018 Assessment Report, included in Exhibit B hereto, which
of land and the number of annual installments into which the assessment may be div-
it Roll.

owners of property to be assessed or any other persons interested therein may appear
making of the Improvements, the cost thereof, the manner of payment therefor, or the

amount thereof to be assessed against each property as improved.
Section 11. The District Manager is hereby directed to cause this resolution to be published twice in John's County, Florida, and to provide such other notice as may be required by law or desired upon its passage.

PASSED AND ADOPTED this 18th day of July, 2018.
Attest:

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

/s/ James Perry
Secretary

/s/ Jason Sessions
Chairman, Board of Supervisors

Exhibit A: Capital Improvement Plan

Exhibit B: Series 2018 Assessment Report dated July 18, 2018

:(once a week for two (2) weeks) in a newspaper of general circulation within St.
in the best interests of the District. Section 12. This Resolution shall become effective

0003070218 July 26, Aug. 2, 2018

FOURTH ORDER OF BUSINESS

A.

RESOLUTION 2018-14

A RESOLUTION AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, *FLORIDA STATUTES*; CONFIRMING THE DISTRICT'S INTENTION TO REFUND THE OUTSTANDING SERIES 2008A BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Rivers Edge Community Development District ("**District**") previously indicated its intention to undertake, install, establish, construct and/or acquire certain public infrastructure improvements and to finance such public infrastructure improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefitted property within the District; and

WHEREAS, the District previously adopted its *Improvement Plan*, dated October 27, 2006, as supplemented by that certain *Supplemental Engineers Report*, dated November 8, 2007, and as amended and restated by the *Amended and Restated Master Improvement Plan for the Rivers Edge Community Development District*, dated May 31, 2016 (together, "**Improvement Plan**"), which details certain improvements that were to be constructed, installed and/or acquired by the District, which is incorporated herein by this reference; and

WHEREAS, the District, as successor to the Main Street Community Development District ("**Main Street**"), previously issued its \$13,980,000 Capital Improvement Revenue Bonds, Series 2008A ("**Series 2008A Bonds**") and its \$19,350,000 Capital Improvement Revenue Bonds, Series 2008B ("**Series 2008B Bonds**" and together with the Series 2008A Bonds, "**Original Bonds**"); and

WHEREAS, in connection with the issuance of the Original Bonds, the District adopted Main Street Resolutions 2007-20, 2007-21, 2007-22, 2008-06, and 2008-07 and District Resolutions 2007-17, 2007-19, 2007-20, 2008-06, and 2008-07 (together, "**Original Assessment Resolutions**"), which levied debt assessments securing the Original Bonds ("**Original Assessments**"); and

WHEREAS, the Original Bonds were issued and the Original Assessments were levied to pay the costs of a portion of the improvements described in the Improvement Plan; and

WHEREAS, the Series 2008B Bonds were paid in full in a previous fiscal year and are no longer outstanding; and

WHEREAS, the District previously issued its \$10,765,000 Capital Improvement Revenue and Refunding Bonds, Series 2016, which was used to refund and defease approximately \$5,315,000 in aggregate principal amount of the Series 2008A Bonds; and

WHEREAS, in order to achieve annual debt service savings, the District has determined it is in the best interest of the District, its residents and landowners, to refinance the outstanding Series 2008A Bonds (**“Outstanding Series 2008A Bonds”**) via the issuance of capital improvement revenue refunding bonds (**“Series 2018 Refunding Bonds”**); and

WHEREAS, the District Board of Supervisors (**“Board”**) has noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

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

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

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized under Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, and equip certain improvements including, but not limited to, master drainage and stormwater management, master transportation, master utilities, master landscape, master recreation, neighborhood infrastructure and other infrastructure improvements and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapters 170, 190 and 197, *Florida Statutes*, to levy, collect and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue capital improvement revenue refunding bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the **“Project”**, the nature and location of which was initially

described in the Original Assessment Resolutions, and is shown in the Improvement Plan, attached to this Resolution as **Exhibit A**, and the plans and specifications on file in the offices of the District Manager, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Ph: (904) 940-5850 (“**District Manager’s Office**”); (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such “**2018A Special Assessments**.”

(e) The refunding of the Outstanding Series 2008A Bonds, the levying of such 2018A Special Assessments and the sale and issuance of such Series 2018 Refunding Bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds to refinance the costs of the Project which are to be assessed against the benefitted properties, pending the collection of such 2018A Special Assessments, it is necessary for the District from time to time to sell and issue its bonds, in one or more series, including but not limited to its \$ [REDACTED] Series 2018 Refunding Bonds.

(h) On July 18, 2018, the Board adopted Resolution 2018-11 declaring special assessments intended to secure repayment of a series of bonds to be issued by the District to refund the Outstanding Series 2008A Bonds and adopted the *Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Bonds) and the Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Bonds)*, dated July 18, 2018 (“**Assessment Report**”), attached to this resolution as **Exhibit B**. Resolution 2018-11 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time the same was adopted, the requirements of Section 170.04, *Florida Statutes*, had been complied with.

(i) As directed by Resolution 2018-11, Resolution 2018-11 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(j) As directed by Resolution 2018-11, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(k) On July 18, 2018, as required by Section 170.07, *Florida Statutes*, the District adopted Resolution 2018-12, setting the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of refunding the Outstanding Series 2008A Bonds, (ii) the cost thereof, (iii) the manner of payment therefore, and, (iv) the amount thereof to be assessed against each parcel of specially benefited property and providing for the mailing and publication of notice of such public hearing. Notice of such public hearing has been given by publication and by delivery as required by Section 170.07, *Florida Statutes*, and affidavits as to such publication and delivery are on file in the office of the Secretary of the Board.

(l) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*, and affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(m) At the public meetings held on August 22, 2018, the Board met as an Equalization Board, conducted such public hearing and heard and considered all complaints and testimony as to the matters described in paragraph (l) above, and based thereon, has made such modifications (if any) in the preliminary assessment roll as is desirable at this time.

(n) Having considered the estimated costs of the refunding, revised estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines that: it is reasonable, proper, just and right to assess a portion of the cost of such refunding against the properties specially benefitted thereby using the methods determined by the Board set forth in the Assessment Report, which results in the special assessments set forth on the final assessment roll; (ii) it is hereby declared that the refunding will constitute a special benefit to all parcels of real property as listed on said final assessment roll, as further described in the legal description and that the benefit, in the case of each such parcel, will be equal to or in excess of the special assessments thereon when allocated as set forth in **Exhibit B**; and, (iii) it is in the best interests of the District that the special assessments be paid and collected as herein provided.

(o) The Series 2018 Refunding Bonds provide significant economic annual savings to the District. The sale of the Series 2018 Refunding Bonds is in the best interests of the District, its landowners and residents.

SECTION 3. AUTHORIZATION OF PROJECT. That certain Project for construction of infrastructure improvements initially described in the Assessment Resolutions and more specifically identified and described in the Improvement Plan attached hereto as **Exhibit A**, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of the Series 2018 Refunding Bonds referred to herein.

SECTION 4. ESTIMATED COST OF REFUNDING OF THE OUTSTANDING SERIES 2008A BONDS. The total estimated costs of the refunding of the Outstanding Series 2008A Bonds and the costs to be paid by special assessments on all specially benefitted property are set forth in **Exhibit B**.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF 2018 SPECIAL ASSESSMENTS. The special assessments on the parcels specially benefitted by the refunding bonds, all as specified in the final assessment roll located in **Exhibit C**, are hereby equalized, approved, confirmed and levied. Prior to the issuance of any bonds, the District may make such adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would

result in a decrease of the special assessments, then the District shall, by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF 2018A SPECIAL ASSESSMENTS. When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each 2018A Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of special assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

SECTION 7. PAYMENT OF 2018A SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The special assessments may be paid in not more than thirty (30) consecutive annual installments of principal and interest, commencing with the original Series 2008A Bonds issuance. The Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District. The special assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. An owner of property subject to the special assessments may pay all, or a portion once, of the principal balance of such special assessment remaining due at any time if there is also paid an amount equal to the interest that would otherwise be due on such balance on the next succeeding interest payment date for the Series 2018 Refunding Bonds or, if prepaid during the forty-five (45) day period preceding such interest payment date, on the second succeeding interest payment date. Prepayment of special assessments does not entitle the property owner to any discounts for early payment.

(b) In no event shall the District collect special assessments pursuant to this Resolution in excess of the total debt service related to the refunding bonds, including all costs of financing and interest. The District recognizes that such things as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If any assessment reallocation pursuant to this Resolution would result in special assessments collected in excess of the District's total debt service obligation for the refunding bonds, the Board shall by resolution take appropriate action to equitably reallocate the special assessments.

(c) The District hereby certifies the special assessments securing the Series 2018 Refunding Bonds for collection each year and directs staff to take all actions necessary to meet

the time and other deadlines imposed for collection by St. Johns County and other Florida law. The District intends, unless inapplicable or unavailable or otherwise not in the District's best interests, to collect the special assessments securing the Series 2018 Refunding Bonds using the Uniform Method in Chapter 197, *Florida Statutes*, or any successor statute thereto. The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the Board as required by law. The decision to collect special assessments by any particular method does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

(d) If in any year, the District determines it to be in its best interest to directly collect the special assessments, or if the Uniform Method is unavailable, the District Manager is further directed and authorized to take all actions necessary to collect any prepayments of debt when due and to collect the special assessments using methods available to the District authorized by Florida law. The deposit of all special assessments securing the Series 2018 Refunding Bonds collected by the District under any allowable method shall be made in accordance with the provisions of Sections 197.3632 and 197.3635, *Florida Statutes*, and the Supplemental Indenture.

(e) The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the Board as required by law.

(f) For each year the District uses the Uniform Method, the District shall enter into an agreement with the St. Johns County Tax Collector who may notify each owner of a lot or parcel within the District of the amount of the non-ad valorem special assessment imposed on property subject thereto, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government, and common areas, shall not be subject to the special assessments without specific consent thereto. In addition, property owned by a property owners association or a home owners association that is exempt from special assessments under Florida law shall not be subject to the special assessments. If at any time, any real property on which special assessments are imposed by this resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of the special assessments thereon), or to a property owners association or a home owners association that is exempt from special assessments under Florida law (without the consent of such association to the imposition of special assessments thereon), all future unpaid special assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 9. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of 2018A Special Assessments in the Official Records of St. Johns County,

Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 10. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 11. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 12. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED THIS 22ND DAY OF AUGUST, 2018.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: *Improvement Plan*
Exhibit B: *Assessment Report*
Exhibit C: Assessment Roll

Exhibit A

Supplemental Engineers Report, dated November 8, 2007,
and as amended and restated by the *Amended and Restated Master Improvement Plan for the
Rivers Edge Community Development District*, dated May 31, 2016

MAIN STREET & RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICTS

SUPPLEMENTAL ENGINEERS REPORT CAPITAL IMPROVEMENT REVENUE BONDS SERIES 2007A AND SERIES 2007B

Prepared for:
Boards of Supervisors
Main Street & Rivers Edge Community Development Districts

Prepared by:
England-Thims & Miller, Inc.
14775 Old St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

ETM No. 01-177-46

November 08, 2007

MAIN STREET & RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICTS

Supplemental Engineers Report Capital Improvement Revenue Bonds, Series 2007A & Series 2007B

Table of Contents

	<u>Page #</u>
Executive Summary	1
Status of Development / Permit Approvals	3
Basis of Cost Estimates	4
Ownership and Maintenance	4
Tables	
- Summary of Cost Estimates	2
- Construction Project Status/ Permit Approval	3

EXECUTIVE SUMMARY

The Rivers Edge Community Development District (“Rivers Edge”) and the Main Street Community Development District (“Main Street”) have each adopted a common Master Improvement Plan (the “Master Improvement Plan”), dated October 26, 2006, and, pursuant to an Interlocal Agreement, (the “Interlocal Agreement”) have agreed to exercise jointly their common powers and authority to provide for the cost effective financing of the acquisition and construction of the infrastructure, public improvements and community facilities comprising the Master Improvement Plan in order to avoid the inefficiencies caused by the unnecessary duplication of services and facilities and to set out the responsibilities, obligations, duties, powers, and liabilities of each of the CDDs. Pursuant to the Interlocal Agreement, each CDD is responsible for paying its portion of the cost of the Master Improvement Plan and for imposing, levying and collecting non ad valorem special assessments to repay the cost of revenue bonds or other obligations (collectively, the “Bonds”) issued to finance such costs.

Pursuant to the Interlocal Agreement, Main Street CDD has previously issued, sold and delivered its not to exceed \$10,000,000 principal amount of Bond Anticipation Notes, Series 2006 (the “2006 Main Street Notes”) to finance a portion of its share of the Initial Improvements as set forth in the Master Improvement Plan. The Main Street CDD anticipates the issuance of Capital Improvement Revenue Bonds, Series 2007A. The Main Street CDD also anticipates the issuance of Capital Improvement Revenue Bonds, Series 2007B. Both the “A” and “B” bonds would finance an additional share of its Initial Improvements as specified in the Master Improvement Plan. The Initial Improvements consist of the master and neighborhood infrastructure improvements together with portions of the master recreation facilities including; Riverfront Park, RiverTown fields and transportation facilities including CR 244, CR 223 and SR 13.

Pursuant to the Interlocal Agreement, Rivers Edge CDD has previously issued its not to exceed \$10,000,000 principal amount of Bond Anticipation Notes, Series 2006 (the “2006 Rivers Edge Notes”) to finance a portion of its share of the costs of the Master Improvement Plan costs related to the Master Improvement Plan. The Rivers Edge CDD has recently issued another \$10,000,000 Bond Anticipation Notes, Series 2007 to finance its share of costs for the Initial Improvements.

The current construction underway started in August of 2006 and the current contracts will extend to approximately June of 2008. The infrastructure currently in place consists of stormwater ponds, stormwater piping, utility piping and earthwork grading. Some portions of the Main Street residential District neighborhood and CR244 roadway work have been accomplished.

**MAIN STREET & RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF COST ESTIMATES**

Improvement Plan Category	Total Project Opinion of Costs \$	Initial Improvements Opinion of Costs \$	Rivers Edge Costs Funded to Date	Main Street Costs Funded to Date	Developer Funded	Balance Remaining from Initial Improvements
Master Drainage & Stormwater Management	\$35,495,534.00	\$11,215,000.00	\$3,318,809.30	\$1,123,765.44	\$789,210.98	\$5,983,214.28
Master Transportation	\$61,187,976.00	\$25,536,000.00	\$2,847,714.56	\$3,154,358.33	\$844,399.47	\$18,689,527.64
Master Utilities	\$18,848,978.00	\$13,973,500.00	\$4,224,208.76	\$2,003,810.76	\$23,749.02	\$7,721,731.46
Master Landscape	\$7,582,178.00	\$1,833,000.00	\$0.00	\$0.00	\$0.00	\$1,833,000.00
Master Recreation	\$14,495,368.00	\$8,236,000.00	\$103,515.61	\$54,641.54	\$0.00	\$8,077,842.85
Neighborhood Infrastructure	\$241,571,394.00	\$53,622,500.00	\$9,240,491.55	\$3,579,853.40	\$875,151.82	\$39,927,003.23
Total	\$379,181,428.00	\$114,416,000.00	\$19,734,739.78	\$9,916,429.47	\$2,532,511.29	\$82,232,319.46

- Opinion of Costs based on Improvement Plan estimates.
- Costs include 5% contingency.
- 11% soft costs of engineering/survey/environmental, etc.
- Costs based on contracts for construction areas in progress and contractor average costs typical for RiverTown on future work areas not under construction.

STATUS OF DEVELOPMENT / PERMIT APPROVALS

This supplemental report describes the master and neighborhood infrastructure work necessary to serve the Initial Improvements for the CDDs. Included within these improvements are portions of the master transportation and recreation facilities which consist of CR 244, CR 223, SR 13, Riverfront Park and RiverTown fields. These Initial Improvements include portions of the projects noted in the table below which have been funded by the bond anticipation notes issued by the CDDs.

The current construction underway is comprised of several residential neighborhood “districts”, namely, the Garden, Lakes, Main Street and Farm “districts”. Also under construction are roadway projects; CR244, CR223 and SR13. Lastly, the recreational facilities; Rivertown Fields and Riverfront Park, are also underway. The current construction status of the projects under contract to the CDDs and the permit approval status are shown in the table below.

Main Street & Rivers Edge CDDs Construction Project Status and Permit Approvals For the Initial Improvements						
Project Description	Construction Completed to Date	Permit Status				
		Army Corps Of Engineers	St. Johns River WMD	St. Johns County DRC	FDEP Water & Sewer	FDOT
CR244	45%	√	√	√	√	N/A
Garden District	40%	√	√	√	√	N/A
Lakes District	30%	√	√	√	√	N/A
Main Street District	65%	√	√	√	√	Estimate Dec. 07
Farm District	10%	√	√	√	√	N/A
Rivertown Fields	59%	√	√	√	√	Estimate Nov. 07
CR223	0%	√	√	√	N/A	N/A
SR13	0%	Estimate Feb. 08	Estimate Feb. 08	N/A	N/A	Estimate Dec. 07
Riverfront Park	5%	√	√	√	Estimate Mar. 08	Estimate Dec. 07
Bungalow District	0%	√	Estimate 2008	Estimate 2008	Estimate 2008	Estimate 2008

BASIS OF COST ESTIMATES

The estimated cost of construction and soft costs to develop the Initial Improvements noted above is \$114,416,000. This estimate is based in part on bids received and contracts entered into, as well as our experience with similar projects. The following describes the basis and assumptions for the cost estimates.

- Unit Prices supplied by Contractors
- 5% contingency costs for unexpected items
- 11% soft costs based on construction costs
- Typical yield per acre for areas not yet designed
- Existing Contracts from CDD contractors for projects

OWNERSHIP & MAINTENANCE

The following is a brief summary of the anticipated operation and maintenance responsibilities for the master and neighborhood infrastructure improvements. Maintenance is anticipated to be a joint responsibility pursuant to the Interlocal Agreement, whenever CDDs are listed in the table.

<u>Infrastructure Improvement Projects</u>	<u>Ownership</u>	<u>Maintenance Responsibility</u>
CR244	St. Johns County	St. Johns County (CDDs to Maintain landscape & irrigation)
Garden District	CDDs	CDDs
Lakes District	CDDs	CDDs
Main Street District	CDDs	CDDs
Farm District	CDDs	CDDs
RiverTown Fields	St. Johns Co.	St. Johns County (CDDs to Maintain certain items)
CR223	St. Johns Co.	St. Johns Co.
SR13	Florida DOT	Florida DOT (CDDs to Maintain landscape & irrigation)
Riverfront Park	St. Johns County	St. Johns County (CDDs to Maintain certain items)
Bungalow District	CDDs	CDDs

*The JEA will own and maintain the water, sewer & reuse facilities (both Master and Neighborhood Utilities) within the Rivertown DRI.

This report reflects the present intentions of the District. However, the Master Improvement Plan, including this supplement, may be subject to modification in the future. The implementation of any improvement outlined within the Master Improvement Plan requires final approval by the Districts Board of Supervisors.

AMENDED AND RESTATED MASTER IMPROVEMENT PLAN FOR THE RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

Prepared for:
Boards of Supervisors
Rivers Edge Community Development District

Prepared by:
PROSSER, Inc.
13901 Sutton Park Drive South, Suite 200
Jacksonville, Florida 32224
904-739-3655

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

Amended and Restated Master Improvement Plan

Table of Contents

Introduction	1
Restated Improvement Plan	2
Permit Status	3
Summary of Cost Opinions	4
Ownership and Maintenance	4
Engineer's Opinion	
Exhibit A – Location Map	
Exhibit B – Master Development Plan	
Exhibit C – Legal Description of Current District Boundary	
Composite Exhibit D – Legal Description of Revised District Boundary, Pre/Post Amendment Boundary Map and Master Stormwater Plan	
Composite Exhibit E – Master Water/Sewer Plan	
Exhibit F – Summary of Cost Opinions	

INTRODUCTION

The Development

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

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

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

The District

The Rivers Edge Community Development District (“**Rivers Edge**” or the “**District**”) and the Main Street Community Development District (“**Main Street**,” and together with Rivers Edge, the “**Original Districts**”), were established by Rule 42FFF-1, *Florida Administrative Code* (the “**Rivers Edge Rule**”), adopted by the Florida Land and Water Adjudicatory Commission (“**FLWAC**”), and Ordinance No. 2006-40, adopted by the Board of County Commissioners in and for St. Johns County, Florida (the “**County**”), respectively. The Original Districts, local units of special-purpose governments, were established for purposes of, among other things, financing and managing the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within RiverTown.

After establishment, the Original Districts determined that it was in their individual and collective best interests to adopt a common capital improvement program, the result of which was the *Improvement Plan* dated October 27, 2006 (the “**Original Improvement Plan**”). Pursuant to an *Interlocal Agreement* dated July 30, 2007 (the “**Interlocal Agreement**”), the Original Districts also agreed to jointly exercise their powers and authority to efficiently finance, construct and acquire infrastructure comprising a portion of the Original Improvement Plan.

As a result of changes to the development plan for RiverTown, the Original Districts pursued merger in accordance with section 190.046(3), *Fla. Stat.* Effective September 6, 2011, Rule 42FFF-1.002, *Florida Administrative Code*, merged Main Street into and with Rivers Edge. The metes and bounds description of the District’s current boundary is attached hereto as **Exhibit C**. As the surviving entity, Rivers Edge assumed all indebtedness of, received title to all property owned by, and assumed the powers and authority of, Main Street, pursuant to the *Merger Agreement*, dated July 1, 2010, entered into by and between the Original Districts. The Notice of Merger was recorded in the St. Johns County Official Records, Book 3473, Page 1648.

On November 19, 2014, the Board of Supervisors for the District (the “**Board**”) adopted a resolution directing District staff to file a petition with FLWAC requesting adoption of an

amendment to the Rivers Edge Rule revising the boundary to remove approximately 2,500 acres of land. The purpose of the contraction is to accommodate changes in market conditions and the development plan, as well as to finalize the “central core” of the Development extending along Orange Branch Trail from CR 244 (Longleaf Parkway) to the St. Johns River. A metes and bounds legal description of the land to remain in the contracted District boundary (the “**Revised District Lands**” and the contracted district boundary, the “**Revised District Boundary**”), conceptual plan reflecting the District’s pre- and post-amendment boundaries is attached as **Composite Exhibit D**. The expected land uses on the Revised District Lands are below:

Land Use

The Revised District Lands are planned to ultimately include 1461 residential units. The table below illustrates the current land use planned for the Revised District Lands.

<u>Proposed Land Use</u>	<u>Approximate Acres</u>	<u>Units</u>
Single Family Detached Residential	623	1402
Single Family Attached Residential	12	59
Recreation	75	
Other (open space, drainage, conservation, etc.)	978	
Total	1,688	

Purpose of this Restated Improvement Plan

The purpose of this *Amended and Restated Master Improvement Plan for the Rivers Edge Community Development District* (the “**Restated Improvement Plan**”) is to update the Original Improvement Plan, to (i) incorporate the current development plan for the Development and Revised District Lands, (ii) update the proposed infrastructure improvements and associated costs, (iii) allocate the costs of the proposed infrastructure improvements among the Revised District Lands and those lands within the Development that are being removed from the District (the “**Removed Lands**”), and (iv) update the status of development and project construction.

On April 7, 2007, the Circuit Court in and for St. Johns County, Florida, issued its Final Judgment validating the Original Districts’ authority to finance, fund, plan establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain the “Project,” which project was defined in the Original Improvement Plan. All of the infrastructure improvements identified in this Restated Improvement Plan were also described in the Original Improvement Plan and, therefore, comprise a portion of the “Project” validated in the Final Judgment.

RESTATED IMPROVEMENT PLAN

This Restated Improvement Plan identifies the improvements necessary for effective and efficient development of the Development and Revised District Lands, including master transportation

improvements, minor collector roadways, master drainage improvements, master utility facilities, master landscape improvements, master recreation improvements and neighborhood infrastructure. The following is a general description of the improvements comprising the Restated Improvement Plan.

Master Transportation Improvements

The District has and presently intends to finance, design, construct and/or acquire certain on- and off-site master transportation improvements serving the Development. Construction of the roadways will require, among other things, maintenance of traffic, clearing and grubbing, fill, roadway base and subgrade, curb and gutter, grassing, asphalt, striping, signage and sidewalks, as required by applicable St. Johns County land development regulations and Florida Department of Transportation standards.

CR 244/CR 16A: Consists of total length of approximately 3.5 miles of roadways. CR 244 is a four-lane urban section, divided by a median, and approximately .5 miles is two-lane rural section for relocation of CR 16A. This roadway project was constructed and has been dedicated to St. Johns County for ownership and maintenance. Landscaping improvements along the corridor remain the maintenance responsibility of the District.

CR 223: Consists of approximately 3 miles of roadway to be completed in two phases. Phase I will consist of two-lane undivided urban section with improvements for turn lanes at the north and south intersections. Portions of the Phase I improvements have been constructed, however final construction has been put on hold pending further development with the District. Phase II will consist of constructing another two-lane urban section, with median, to complete the four-lane urban section with median.

State Road 13: Consists of standard widening and additional of turn lanes at five locations, portions of which will only require the milling and resurfacing of existing lanes. These five locations may include the addition of roundabout style intersections. One of these roundabouts has been constructed at the main entry to the District off SR 13. The second roundabout is currently under design and permitting.

Minor Collector Roadways: These improvements consist of all the collector roadways within the District, which improvements will provide for smooth and efficient movement of all traffic onto the arterial roadways. It also includes utility improvements that will serve as the “trunk line” system for the Development. Portions of these collector roadways have been constructed and additional collector roadways are currently in design and permitting.

Master Water, Wastewater and Reuse Improvements

The District is within the JEA potable water, wastewater and reuse service area. JEA has existing potable water, wastewater, and reuse mains in the right-of-way of CR 244, Greenbriar Road and SR 13 that have sufficient capacity to serve the Development at build-out based upon the Developer and Utility Service Agreement. This agreement provides for the reimbursement of the Developer for costs associated with the construction of master water and reuse mains along with sewer lift stations and force mains to serve the Development.

The District presently intends to finance, design, construct and/or acquire the potable water mains, wastewater gravity and force mains, lift stations, effluent reuse mains, and appurtenances thereto in support of the remaining development on the Revised District Lands. The water, wastewater and

reuse improvements have been designed, permitted and will be constructed in accordance with the County's land development regulations, and the rules and regulations of JEA and the Florida Department of Environmental Protection. Site plans showing the master water, wastewater and reuse improvements for the Development and the Revised District Lands is attached hereto as **Composite Exhibit E**. It shall be noted that in the area identified as "Existing Phase" on Composite Exhibit E the water, wastewater and reuse improvements have been constructed and dedicated to JEA.

After completion, all proposed improvements within the Revised District Lands will be dedicated to JEA for ownership, operation and maintenance.

Master Drainage Improvements

The master drainage improvements for the Development and the Revised District Lands will be financed, designed and constructed by the District in accordance with the Conceptual Master Drainage Plan, which has been permitted by the St. Johns River Water Management District. The system will consist primarily of master stormwater management ponds that are interconnected and will discharge at defined natural outfalls throughout the Development site. The master stormwater management system and discharge points are reflected in **Exhibit D** attached hereto.

The District will obtain necessary easement rights to and around all pipes, ponds and swales needed for operation and maintenance of the master drainage system and to meet all permitting requirements.

Master Landscape and Hardscape Improvements

Landscape, irrigation, hardscape and entry features along master transportation improvements and in common areas within and without the Revised District Lands and Development will be financed, designed, constructed and/or acquired by the District. These improvements may include entry features with walls, waterfalls, towers or other architectural features to accent the District.

In order to maintain the master landscape and hardscape improvements following completion, the District has or will obtain easement rights to and around the landscaped and hardscaped areas.

Master Recreation Improvements

The District has financed, designed and constructed recreational facilities within and adjacent to the District's current boundary. The improvements included the following:

- *58-Acre Riverfront Park:* This public park is located across SR 13 from the Town Center. The Riverfront Park includes over 0.5 miles of frontage along the St. Johns River and is adjacent to the Hallows Cove conservation area. The basic components of this facility include:
 - Boat launch facilities for non-motorized watercraft (under permitting)
 - Bathrooms
 - Parking
 - Landscape and Lighting
 - Trails
- *100-Acre Community Ball Park:* The community park (known as RiverTown Fields) is located

east of SR 13. The park provides a benefit to all lands in the District, and generally includes the following:

- Four Baseball Fields
- Four Multi-Purpose Fields (to be constructed at a later date)
- Parking
- Bathrooms
- Concession Facilities
- Picnic Area

The District intends to design, finance and construct a minimum of 8 pocket parks within the remaining portions of the Revised District Lands. These parks may include tot lots, play equipment, dog parks, sitting areas, open play fields and associated elements.

Neighborhood Infrastructure

The District designed, financed and constructed certain infrastructure improvements for neighborhoods within the District boundaries. The Neighborhood Infrastructure improvements included complete construction of the basic infrastructure for each neighborhood including but not limited to: clearing and grubbing, earthwork, roadways and associated drainage, underground conduit to facilitate street lighting, landscaping, irrigation, hardscape and water, sewer and reuse transmission lines within the road right-of-way. All neighborhood infrastructure improvements were designed and constructed to St. Johns County, JEA, Florida Department of Environmental Protection and St. Johns River Water Management District standards.

The District does not intend to finance additional Neighborhood Infrastructure within the Revised District Boundary.

PERMIT STATUS

Permits for construction have been and continue to be required prior to construction of lands in the Development, including that portion included in the Revised District Boundary. The table below identifies the permits necessary for the Development and their status as of the date of this Restated Improvement Plan.

The District Engineer hereby certifies that all permits and approvals necessary to complete development in the Revised District Boundary have either been obtained or will be obtained following the customary and normal permitting process.

<p align="center"><i>Rivers Edge CDD</i> <i>Construction Project Status & Permit Approvals</i> <i>Restated Improvement Plan</i></p>						
Project Description	Construction Completed to Date	Permit Status				
		Army Corps Of Engineers	St. Johns River WMD	St. Johns County DRC	FDEP Water & Sewer	FDOT
CR244	100%	X	X	X	X	N/A
Garden District	75%	X	X	X	X	N/A
Lakes District	100%	X	X	X	X	N/A
Main Street District	100%	X	X	X	X	X
Rivertown Fields	60%	X	X	X	X	X
CR223	50%	X	X	X	N/A	N/A
SR 13	100%	X	X	N/A	N/A	X
Riverfront Park	50%	X	X	X	X	X
Landings	100%	X	X	X	X	N/A
RiverHouse	95%	X	X	X	X	N/A

SUMMARY OF COST OPINIONS

As of the date of this Restated Improvement Plan, Main Street and Rivers Edge have issued Capital Improvement Revenue Bonds and Bond Anticipation Notes in the total amount of \$66,330,000 (collectively, the "Prior BANs/Bonds") as well as benefitted from Developer and other government contributions totaling \$31,620,420. The proceeds of which were used for the design, construction and acquisition of a portion of the infrastructure improvements described herein. A Summary of Cost Estimates, which includes (i) original and current estimated project costs and improvements funded to date, (ii) Developer and District funded costs paid to date, and (iii) an allocation of construction costs for the Restated Improvement Plan is attached as **Exhibit F**.

The Summary of Cost Opinions is only an estimate and not a guarantee maximum price. The following generally describes the basis and assumptions for the cost estimates:

- Unit Prices supplied by Contractors
- Ten percent (10%) contingency costs for unexpected items
- Eleven percent (11%) soft costs based on construction costs
- Typical yield per acre for areas not yet designed
- Existing contracts from contractors for other CDD projects

Professional Fees/Soft costs

Professional fees include civil engineering costs for site design, permitting, inspection, survey costs for construction staking and as-built drawings, as well as geotechnical costs for pre-design soil borings, construction staking, and architectural costs for landscape, hardscape and recreation design. Also included are fees associated with environmental consultation, permitting and other professional fees, including for District Counsel. In general, the estimated professional fees are based on a percentage of the total infrastructure cost estimate.

Contingency

This category includes the cost for adjustments as a result of unexpected field conditions, requirements of governmental agencies and other unknown factors that may occur throughout the course of development of lands in the Revised District Boundary. In general, the contingency amount is based on a percentage of the total infrastructure cost estimate.

OWNERSHIP AND MAINTENANCE

The following is a brief summary of the anticipated operation and maintenance responsibilities for this Restated Improvement Plan.

Infrastructure Improvement Projects	Ownership	Maintenance Responsibility
CR244	St. Johns County	St. Johns County (CDD to maintain landscape & irrigation)
Garden District	CDD	CDD
Lakes District	CDD	CDD
Main Street District	CDD	CDD
RiverTown Fields	St. Johns Co.	St Johns County
CR223	St. Johns Co.	St. Johns Co.
SR13	Florida DOT	Florida DOT (CDD to maintain landscape & irrigation)
Riverfront Park	St. Johns County	St. Johns County (CDD to maintain landscape)
Minor Collector & Local Roadways	St. Johns County	St. Johns County (CDD to maintain landscape)
Stormwater Ponds	CDD	CDD
Pocket Parks	CDD	CDD
Entry Features/Signs	CDD	CDD
Water, Sewer & Reuse Improvements	JEA	JEA

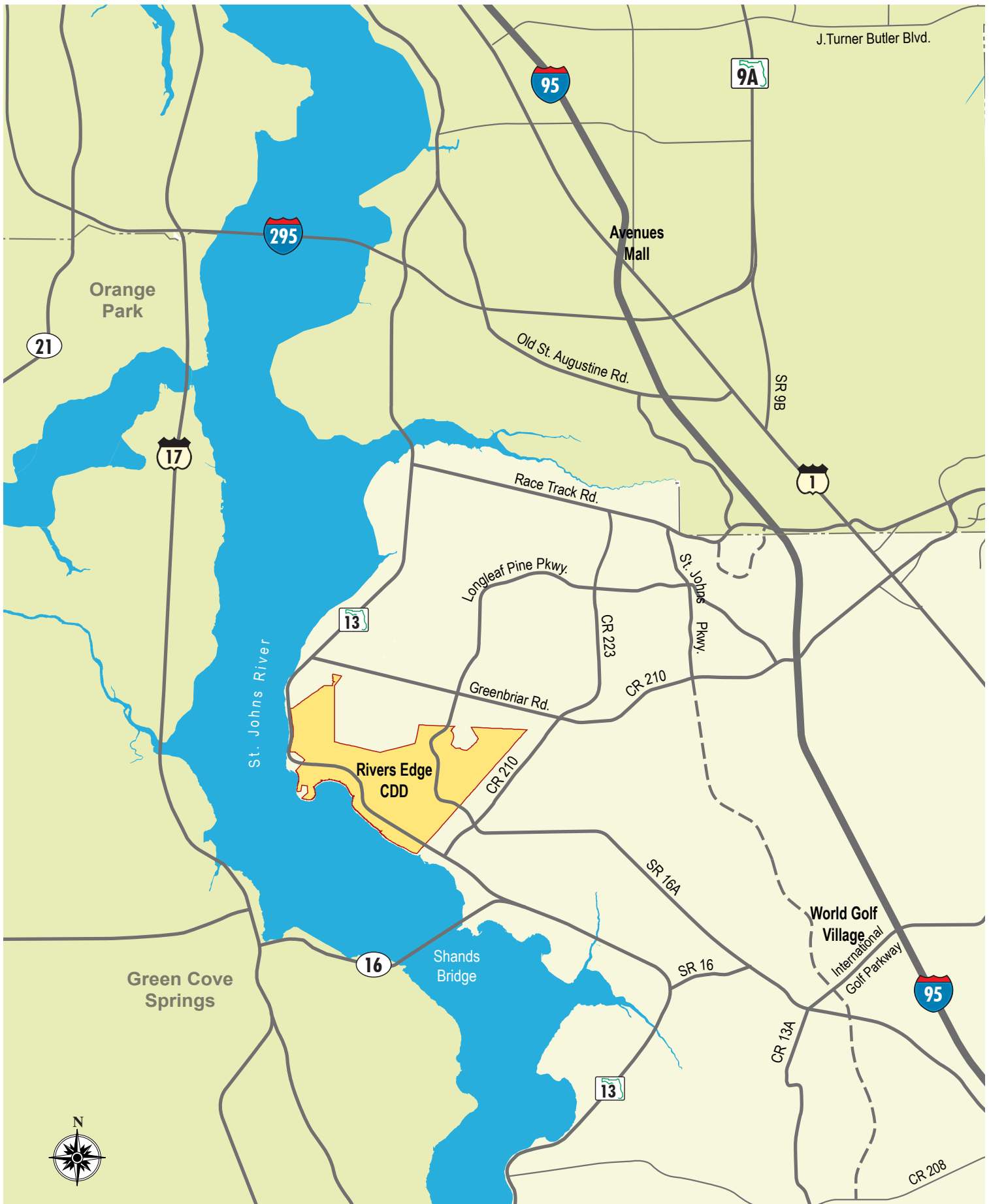
ENGINEER'S OPINION

It is my professional opinion that the Summary of Estimated Costs listed below is sufficient to complete the construction of the items described herein.

It is my professional opinion that the costs associated with the design, permitting, and construction/acquisition of the improvements described herein are reasonable to achieve completion and that such improvements will benefit lands within the Development and Revised District Boundaries. The planned improvements will be public and are set forth in Sections 190.012(1) and (2) of the Florida Statutes.

Ryan P. Stilwell, P.E.

Florida Registered Engineer No. 66526



LOCATION MAP

Exhibit A

MASTER PLAN

LEGEND

- Existing Platted Lots
- Multi-family/Townhomes
- Single Family
- SOLD/Under Contract
- School Sites/Fire Station/Library
- Recreation/Amenity Parcels
- Commercial
- Office
- Light Industrial
- Utility
- Neighborhood Parks
- Ⓢ

Shared Dock
- Ⓒ

Community Dock
- Existing Wetland
- Wetland Buffer/Mitigation
- Open Space

Community
Park

Popo Point

Hallowes Cove
St. Johns River

Existing Riverfront Park

Existing RiverHouse

Existing Fishing Pier

RiverClub

Welcome Center

Bartram Trail
High School

Longleaf Pine Parkway

Greenbriar Road

16A

13

210



PROSSER

November 10, 2015 113094.01

Exhibit C

Current Rivers Edge CDD Boundary

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the most Northeasterly corner of the plat BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, as recorded in Map Book 46, pages 78 through 89 of the Public Records of said St. Johns County, Florida, said point also being on the Southerly Right of Way line of GREENBRIAR ROAD, (a Variable Width Public Road Right of Way, as per Right of Way Map prepared by St. Johns County Surveying and Mapping Program, dated April 19, 1999, formerly known as STATE ROAD No. 11 and/or BOMBING RANGE ROAD), and run thence, along the aforesaid Southerly Right of Way line of GREENBRIAR ROAD, the following three (3) Courses and Distances:

Course No. 1: South 77°13'29" East, a distance of 732.72 feet, to a point;

Course No. 2: South 12°21'44" West, a distance of 17.00 feet, to a point;

Course No. 3: South 77°13'29" East, a distance of 218.82 feet, to a point, on the Westerly boundary line of GREENBRIAR SECTION ONE, as shown on the plat thereof, recorded in Map Book 14, pages 58 and 58 of the Public Records of St. Johns County, Florida; run thence, along the Westerly boundary line of said GREENBRIAR SECTION ONE, the following two (2) Courses and Distances:

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

Course No. 2: South 00°00'46" West, along aforesaid Westerly boundary, and then along a Southerly prolongation thereof, a distance of 5,903.67 feet, to the monumented Southwest corner of those lands described and recorded in that instrument recorded in Official Records Book 702, page 995 of the Public Records of said St. Johns County, Florida; run thence, South 77°09'41" East, along the Southerly line of said lands described and recorded in Official Records Book 702, page 995, and then along the Southerly line of lands described and recorded in Official Records Book 702, page 992, all in the Public Records of said St. Johns County, Florida, a distance of 4,900.13 feet, to a point; run thence North 75°52'24" East, continuing along the aforesaid Southerly line of lands described and recorded in Official Records Book 702, page 992, and then along the Southerly line of lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida, a distance of 3,755.96 feet, to the Southeast corner of said lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida; run thence North 12°53'03" East, along the Easterly line of said lands described and recorded in Official Records Book 702, page 989 of the Public Records of said St. Johns County, Florida, a distance of 2,028.02 feet, to the Southerly line of lands described and recorded in Official Records Book 807, page 564 of the Public Records of said St. Johns County, Florida; run thence South 87°27'26" East, along the Southerly line of aforesaid lands, a distance of 3,744.64 feet, to a point on the Westerly line of those lands described and recorded in Official Records Book 1400, page 1204 of the Public Records of said St. Johns County, Florida, and being the boundary line of BARTRAM TRAIL HIGH SCHOOL; run thence, along and around the boundaries of BARTRAM TRAIL HIGH SCHOOL, the following fifteen (15) Courses and Distances:

Course No. 1: South 46°48'23" West, a distance of 414.48 feet, to a point;

Course No. 2: South 22°50'52" West, a distance of 170.75 feet, to a point;

Course No. 3: South 29°41'23" East, a distance of 105.05 feet, to a point;

Course No. 4: South 43°43'33" East, a distance of 242.38 feet, to a point;

Course No. 5: South 06°15'54" East, a distance of 461.02 feet, to a point;

Course No. 6: South 24°04'44" West, a distance of 767.51 feet, to a point;

Course No. 7: South 50°01'20" East, a distance of 672.15 feet, to a point;

Course No. 8: North 83°31'47" East, a distance of 438.97 feet, to a point;

Course No. 9: South 37°49'12" East, a distance of 138.56 feet, to a point;

Course No. 10: South 66°18'34" East, a distance of 290.82 feet, to a point;

Course No. 11: South 82°37'22" East, a distance of 375.87 feet, to a point;

Course No. 12: North 48°52'37" East, a distance of 831.78 feet, to a point;

Course No. 13: North 49°06'30" East, a distance of 480.59 feet, to a point;

Course No. 14: North 27°50'21" East, a distance of 414.04 feet, to a point;

Course No. 15: North 29°55'50" West, a distance of 1,405.58 feet, to a point, lying on the Southerly line of the aforesaid lands, described and recorded in Official Records Book 807, page 564 of the Public Records of said St. Johns County; run thence, on the aforesaid Southerly line of said lands, the following two (2) Courses and Distances:

Course No. 1: South 87°27'26" East, a distance of 560.74 feet, to a point;

Course No. 2: South 87°17'21" East, a distance of 5,264.98 feet, to a point, on the Easterly monumented line of Section 39, the Francis P. Fatio Grant; run thence, along last said line, the following four (4) Courses and Distances:

Course No. 1: South 41°26'00" West (also being the Westerly line of Section 28) a distance of 6,287.87 feet, to a point, (a portion of this call is along the Westerly boundary line of WHITELOCK FARMS, as shown on the plat thereof, recorded in Map Book 37, pages 80 through 112 of the Public Records of said St. Johns County, Florida), said point being the intersection of Sections 28, 29 and 39;

Course No. 2: South 41°25'04" West (also being the Westerly boundary line of Tract "J", of aforesaid WHITELOCK FARMS, and the Westerly line of said Section 29) a distance of 2,321.16 feet, to a point;

Course No. 3: South 41°34'03" West (a portion of this call is along the Westerly boundary line of aforesaid WHITELOCK FARMS) a distance of 5,424.32 feet, to a point, at the intersection of Sections 39, 32 and 40;

Course No. 4: South 42°44'52" West (also being the Westerly line of said Section 40) a distance of 2,199.20 feet, to a point, on the Northeasterly Right of Way line of STATE ROAD No. 13 (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence, along the aforesaid Northeasterly Right of Way line of STATE ROAD No. 13, the following two (2) Courses and Distances:

Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,968.28 feet, through a central angle of 00°20'02" to the left, an arc distance of 133.89 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°17'25" West, 133.89 feet;

Course No. 2: North 63°27'26" West, along last said tangency, a distance of 6144.14 feet; run thence North 26°42'01" East, departing said Northeasterly Right of Way line, a distance of 249.39 feet, to a point; run thence South 63°14'24" East, a distance of 120.00 feet, to a point; run thence North 26°42'01" East, a distance of 223.42 feet, to a point; run thence North 11°17'57" East, a distance of 176.08 feet, to a point; run thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 219.00 feet, through a central angle of 09°27'56" to the left, an arc distance of 36.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 73°58'04" East, 36.14 feet; run thence South 78°42'03" East, along last said tangency, 264.08 feet the point of curvature of a curve leading Southeasterly; thence Easterly, around and along the arc of said curve, being concave Southwesterly, and having a radius of 531.00 feet, through a central angle of 15°24'03" to the right, an arc distance of 142.73 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 71°00'01" East, 142.30 feet; run thence South 63°17'59" East, along last said tangency, a distance of 404.36 feet; run thence North 26°42'01" East, a distance of 827.49 feet, to the point of curvature of a curve leading Northerly; thence Northerly and Northwesterly, around and along the arc of said curve, being concave Westerly, and having a radius of 25.00 feet, through a central angle of 80°40'40" to the left, an arc distance of 35.20 feet, said arc being subtended by a chord bearing and distance of North 13°38'19" West, 32.37 feet to the point of reverse curvature of last said curve with a curve leading Northwesterly; thence Northwesterly, around and along the arc of last said curve, being concave Northeasterly, and having a radius of 354.00 feet, through a central angle of 26°14'57" to the right, an arc distance of 162.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 40°51'10" West, 160.77 feet; run thence North 27°43'42" West, along last said tangency, a distance of 45.05 feet, to a point; run thence South 62°16'18" West, a distance of 313.00 feet, to the point of curvature of a curve leading Westerly; thence Westerly, around and along the arc of said curve, being concave Northerly, and having a radius of 479.00 feet, through a central angle of 59°19'51" to the right, an arc distance of 496.01 feet, arc being subtended by a chord bearing and distance of North 88°03'46" West, 474.15 feet to the point of reverse curvature of last said curve with a curve leading Westerly; thence Westerly, around and along the arc of last said curve, being concave Southerly, and having a radius of 250.00 feet, through a central angle of 89°56'25" to the left, an arc distance of 392.44 feet to the end last said curve, said arc being subtended by a chord bearing and distance of South 76°37'57" West, 353.37 feet; run thence North 69°17'58" West, a distance of 265.03 feet; thence Southwesterly, around and along the arc of a curve, being concave Northwesterly, and having a radius of 500.00 feet, through a central angle of 09°47'49" to the right, an arc distance of 85.49 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 25°34'49" West, 85.39 feet; run thence South 30°28'44" West, along last said tangency, a distance of 350.39 feet; run thence North 56°25'03" West, a distance of 314.88 feet; run thence South 45°28'44"

West, a distance of 151.52 feet; run thence South 57°14'17" West, a distance of 100.62 feet; run thence South 53°38'43" West, a distance of 112.98 feet to a point situate on the Northeasterly Right of Way line of said STATE ROAD 13; run thence, along the Northeasterly Right of Way line of said STATE ROAD No. 13, the following seven (7) Courses and Distances:

Course No. 1: thence Northerly, around and along the arc of a curve, being concave Easterly, and having a radius of 1403.66 feet, through a central angle of 44°43'34" to the right, an arc distance of 1095.72 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 06°47'20" West, 1068.12 feet;

Course No. 2: North 15°34'27" East, along last said tangency, a distance of 457.25 feet, to the point of curvature, of a curve leading northwesterly;

Course No. 3: thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 1,491.25 feet, through a central angle of 62°09'52" to the left, an arc distance of 1,617.97 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 15°30'29" West, 1,539.77 feet;

Course No. 4: North 46°35'25" West, along last said tangency, a distance of 1,725.01 feet, to the point of curvature, of a curve leading Westerly;

Course No. 5: thence Westerly, along and around the arc of a curve, being concave Southerly, and having a radius of 2,914.90 feet, through a central angle of 42°24'00" to the left, an arc distance of 2,157.08 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North 67°47'25" West 2,108.20 feet;

Course No. 6: North 88°59'25" West, along last said tangency, a distance of 2,754.72 feet, to the Point of Curvature, of a curve leading northwesterly;

Course No. 7: thence Northwesterly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,382.69 feet, through a central angle of 08°42'40" to the right, an arc distance of 210.22 feet, to the Easterly line of lands described and recorded in Official Records Book 763, page 395 of the Public Records of said St. Johns County, Florida, last said arc being subtended by a chord bearing and distance of North 84°38'05" West, 210.02 feet; run thence North 39°27'48" East, along the aforesaid Easterly line of lands described and recorded in Official Records Book 763, page 395, and then along the Easterly line of lands described and recorded in Official Records Book 1106, page 977 of the Public Records of said St. Johns County, Florida, a distance of 648.38 feet, to the Northeast corner of said lands, described and recorded in Official Records Book 1106, page 977 of said Public Records; run thence North 51°41'45" West, along the Northerly line of last said lands, and then along the Northerly line of those lands described and recorded in Official Records Book 1156, page 464, and then Official Records Book 1370, page 122 of the Public Records of said St. Johns County, Florida, a distance of 1,332.26 feet, to the Northeast corner of those lands described and recorded in Official Records Book 1370, page 122 of the Public Records of St. Johns County, Florida; run thence South 89°24'8" West, along the Northerly line of last said lands, a distance of 515.25 feet, to the Easterly Right of Way line of aforesaid STATE ROAD No. 13; run thence, along the aforesaid Easterly Right of Way line of STATE ROAD No. 13, the following four (4) Courses and Distances:

Course No. 1: run thence Northerly, along and around the arc of a curve, being concave Easterly, and having a radius of 1,382.69 feet, through a central angle of 13°55'33" to the right, an arc distance of 336.07 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 05°13'52" East, 335.24 feet;

Course No. 2: North 12°11'31" East, along last said tangency, a distance of 1,169.27 feet, to the point of curvature, of a curve leading northerly;

Course No. 3: thence Northerly, along and around the arc of a curve, being concave Westerly, and having a radius of 2,914.89 feet, through a central angle of 20°40'00" to the left, an arc distance of 1,051.40 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 01°51'31" East, 1,045.71 feet;

Course No. 4: North 08°28'29" West, along last said tangency, a distance of 2,119.40 feet, to the Southerly line of those lands described and recorded in Official Records Book 878, page 1283 of the Public Records of said St. Johns County, Florida; run thence, along last said line, the following two (2) Courses and Distances:

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

Course No. 2: North 54°15'52" East, a distance of 4,016.06 feet, to a point on the Northerly line of the HALLOWES TRACT (also being the Southerly line of the ST. ELMO TRACT, and the Southerly line of aforesaid BARTRAM PLANTATION PHASE TWO); run thence, South 89°20'59" East, along last said line, a distance of 883.58 feet, to a point; thence, departing from said Northerly line of the HALLOWES TRACT (also being the Southerly line of ST. ELMO TRACT) run the following thirteen Courses and Distances, along the Easterly boundary of the aforesaid plat of BARTRAM PLANTATION PHASE TWO:

Course No. 1: North 05°30'37" East, a distance of 227.90 feet, to a point;
Course No. 2: North 29°44'02" East, a distance of 230.63 feet, to a point;
Course No. 3: North 21°25'38" East, a distance of 43.96 feet, to a point;
Course No. 4: North 84°42'38" West, a distance of 65.01 feet, to a point;
Course No. 5: North 32°32'11" West, a distance of 98.40 feet, to a point;
Course No. 6: North 20°05'21" East, a distance of 79.61 feet, to a point;
Course No. 7: North 64°40'30" East, a distance of 36.01 feet, to a point;
Course No. 8: North 11°04'19" West, a distance of 167.86 feet, to a point;
Course No. 9: North 66°29'43" West, a distance of 51.93 feet, to a point;
Course No. 10: North 47°26'30" East, a distance of 103.39 feet, to a point;
Course No. 11: North 39°33'12" West, a distance of 99.33 feet, to a point;
Course No. 12: North 23°21'33" West, a distance of 92.86 feet, to a point;
Course No. 13: North 17°55'40" East, a distance of 203.96 feet, to a point, on the aforesaid Southerly Right of Way line of GREENBRIAR ROAD, and the POINT OF BEGINNING.

The lands thus described, contain 160,416,447 square feet, or 3,682.65 acres, more or less, in area.

TOGETHER WITH the following described parcel:

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; together with a portion of the Francis P. Fatio Grant, Section 43, Township 6 South, Range 27 East, all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°44'52" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a Southwesterly prolongation thereof, a distance of 2,199.20 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13 (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); continue thence South 42°44'52" West, along aforesaid prolongation, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD No. 13, and the POINT OF BEGINNING.

From the POINT OF BEGINNING, thus described, run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following two (2) Courses and Distances:

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

Course No. 2: North 63°27'26" West, along last said tangency, a distance of 4312.27 feet; run thence South 26°32'34" West, departing said Southwesterly right of way line, a distance of 254.81 feet; run thence North 87°40'31" West, a distance of 740 feet, more or less to a point on the Northeasterly "Mean High Water Line," of the St. Johns River (Elevation 1.07 feet, NGVD 1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 5,300 feet, more or less, to a point which lies South 42°44'52" West, 1,053 feet, more or less, from the POINT OF BEGINNING; run thence North 42°44'52" East, a distance of 1,053 feet, more or less, to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING.

The lands thus described, contains 108.93 acres, more or less, in area.

TOGETHER WITH the following described parcel:

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 intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°44'52" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a southwesterly prolongation thereof, a distance of 2,199.20 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); continue thence South 42°44'52" West, along

aforesaid prolongation, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD NO. 13; run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following nine (9) Courses and Distances:

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

Course No. 2: North $63^{\circ}27'26''$ West, along last said tangency, a distance of 6,281.57 feet, to the point of curvature, of a curve leading northerly;

Course No. 3: thence Northerly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,503.66 feet, through a central angle of $79^{\circ}01'54''$ to the right, an arc distance of 2,074.09 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $23^{\circ}56'30''$ West, 1,913.53 feet;

Course No. 4: North $15^{\circ}34'27''$ East, along last said tangency, a distance of 457.25 feet, to the point of curvature, of a curve leading northwesterly and the POINT OF BEGINNING:

Course No. 5: thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 1,391.25 feet, through a central angle of $62^{\circ}09'52''$ to the left, an arc distance of 1,509.47 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $15^{\circ}30'29''$ West, 1,436.52 feet;

Course No. 6: North $46^{\circ}35'25''$ West, along last said tangency, a distance of 1,725.01 feet, to the point of curvature, of a curve leading Westerly;

Course No. 7: thence Westerly, along and around the arc of a curve, being concave Southerly, and having a radius of 2,814.90 feet, through a central angle of $42^{\circ}24'00''$ to the left, an arc distance of 2,083.08 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North $67^{\circ}47'25''$ West 2,035.87 feet;

Course No. 8: North $88^{\circ}59'25''$ West, along last said tangency, a distance of 2,754.72 feet, to the point of curvature of a curve leading Westerly;

Course No. 9: thence Westerly, along and around the arc of a curve, being concave Northerly, and having a radius of 1482.69 feet, through a central angle of $10^{\circ}53'45''$ to the right, an arc distance of 281.96 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North $83^{\circ}32'33''$ West 281.53 feet, to the Northeasterly corner of Lot 22, REMINGTON PARK, as shown on the plat thereof, recorded in Map Book 7, page 1 of the Public Records of St. Johns County, Florida, thence South $40^{\circ}31'00''$ West, along the Easterly line of said Lot 22, REMINGTON PARK, 749 feet, more or less, to a point on the Northeasterly "Mean High Water Line", of the St. Johns River (Elevation 1.07 feet, NGVD 1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southerly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 2,330 feet, more or less, to a point on the Northwesterly boundary of those lands currently owned by John P. Hallowses, Jr., et al (St. Johns County Property Appraiser PIN 000900 0000), as described and recorded in Official Records Book 107, page 495 of the Public Records of said St. Johns County; run thence, along the boundary lines of last said lands the following five (5) Courses and Distances:

Course No. 1: North $79^{\circ}20'10''$ East, a distance of 390 feet, more or less, to a point;

Course No. 2: North $10^{\circ}08'19''$ East, a distance of 636.87 feet, to a point;

Course No. 3: South $88^{\circ}06'31''$ East, a distance of 581.67 feet, to a point;

Course No. 4: South $03^{\circ}40'34''$ East, a distance of 742.73 feet, to a point;

Course No. 5: South $45^{\circ}25'02''$ West, a distance of 874 feet, more or less, to a point on said Northeasterly "Mean High Water Line", of the St. Johns River run thence Easterly, Northerly and Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 9,100 feet, more or less, to a point which lies South $87^{\circ}27'59''$ West, 1,043 feet, more or less, from the POINT OF BEGINNING; run thence North $52^{\circ}50'53''$ East, a distance of 525 feet, more or less, to a point; run thence South $78^{\circ}19'23''$ East, a distance of 314.43 feet to a point; run thence South $56^{\circ}39'18''$ East, a distance of 377.64 feet to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING.

The lands thus described, contain 295.02 acres, more or less, in area.

TOGETHER WITH

PARCEL I

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East; all in St. Johns County, Florida, said parcel of

land being more particularly described as follows: For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°44'52" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, (also being the Westerly line of said Section 40) a distance of 2,199.20 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence, along the aforesaid Northeasterly Right of Way line of STATE ROAD No. 13, the following two (2) Courses and Distances:

Course No. 1: run thence Northwesterly, along and around the arc of a curve, being concave Southwesterly, and having a radius of 22,968.28 feet, through a central angle of 00°20'02" to the left, an arc distance of 133.89 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°17'25" West, 133.89 feet;

Course No. 2: North 63°27'26" West, along last said tangency, a distance of 6144.14 feet to the POINT OF BEGINNING; run thence North 26°42'01" East, departing said Northeasterly Right of Way line, a distance of 249.39 feet, to a point; run thence South 63°14'24" East, a distance of 120.00 feet, to a point; run thence North 26°42'01" East, a distance of 223.42 feet, to a point; run thence North 11°17'57" East, a distance of 176.08 feet, to a point; run thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 219.00 feet, through a central angle of 09°27'56" to the left, an arc distance of 36.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 73°58'04" East, 36.14 feet; run thence South 78°42'03" East, along last said tangency, 264.08 feet the point of curvature of a curve leading Southeasterly; thence Easterly, around and along the arc of said curve, being concave Southwesterly, and having a radius of 531.00 feet, through a central angle of 15°24'03" to the right, an arc distance of 142.73 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 71°00'01" East, 142.30 feet; run thence South 63°17'59" East, along last said tangency, a distance of 404.36 feet; run thence North 26°42'01" East, a distance of 827.49 feet, to the point of curvature of a curve leading Northerly; thence Northerly and Northwesterly, around and along the arc of said curve, being concave Westerly, and having a radius of 25.00 feet, through a central angle of 80°40'40" to the left, an arc distance of 35.20 feet, said arc being subtended by a chord bearing and distance of North 13°38'19" West, 32.37 feet to the point of reverse curvature of last said curve with a curve leading Northwesterly; thence Northwesterly, around and along the arc of last said curve, being concave Northeasterly, and having a radius of 354.00 feet, through a central angle of 26°14'57" to the right, an arc distance of 162.18 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 40°51'10" West, 160.77 feet; run thence North 27°43'42" West, along last said tangency, a distance of 45.05 feet, to a point; run thence South 62°16'18" West, a distance of 313.00 feet, to the point of curvature of a curve leading Westerly; thence Westerly, around and along the arc of said curve, being concave Northerly, and having a radius of 479.00 feet, through a central angle of 59°19'51" to the right, an arc distance of 496.01 feet, arc being subtended by a chord bearing and distance of North 88°03'46" West, 474.15 feet to the point of reverse curvature of last said curve with a curve leading Westerly; thence Westerly, around and along the arc of last said curve, being concave Southerly, and having a radius of 250.00 feet, through a central angle of 89°56'25" to the left, an arc distance of 392.44 feet to the end last said curve, said arc being subtended by a chord bearing and distance of South 76°37'57" West, 353.37 feet; run thence North 69°17'58" West, a distance of 265.03 feet; thence Southwesterly, around and along the arc of a curve, being concave Northwesterly, and having a radius of 500.00 feet, through a central angle of 09°47'49" to the right, an arc distance of 85.49 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 25°34'49" West, 85.39 feet; run thence South 30°28'44" West, along last said tangency, a distance of 350.39 feet; run thence North 56°25'03" West, a distance of 314.88 feet; run thence South 45°28'44" West, a distance of 151.52 feet; run thence South 57°14'17" West, a distance of 100.62 feet; run thence South 53°38'43" West, a distance of 112.98 feet to a point situate on the Northeasterly right of way line of said STATE ROAD 13; run thence, along said Northeasterly right of way line of said STATE ROAD No. 13, the following two (2) Courses and Distances: Course No. 1: thence Southeasterly, around and along the arc of a curve, being concave Northeasterly, and having a radius of 1403.66 feet, through a central angle of 34°18'20" to the left, an arc distance of 840.43 feet to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 46°18'17" East, 827.94 feet; Course No. 2: thence South 63°27'26" East, along last said tangency, a distance of 137.43 feet to the POINT OF BEGINNING.

The lands thus described, contains 1,327,284 square feet, or 30.47 acres, more or less, in area.

PARCEL 2

A parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East; together with a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point of Reference, commence at the intersection of Section 32, Section 40, the F.J. Fatio Grant, and Section 39, the Francis P. Fatio Grant, all in Township 5 South, Range 27 East, St. Johns County, Florida, and run thence South 42°44'52" West, along the monumented Easterly line of said Section 39, the Francis P. Fatio Grant, and then along a southwesterly prolongation thereof, a distance of 2,199.20 feet, to the Northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); continue thence South 42°44'52" West, along aforesaid prolongation, a distance of 104.15 feet, to the Southwesterly Right of Way line of said STATE ROAD NO. 13; run thence, along the Southwesterly Right of Way line of said STATE ROAD No. 13, the following five (5) Courses and Distances:

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

Course No. 2: North 62°27'26" West, along last said tangency, a distance of 4312.27 feet to the POINT OF BEGINNING.

Course No. 3: thence continue North 62°27'26" West, along last said tangency, a distance of 1969.29 feet, to the point of curvature, of a curve leading northerly;

Course No. 4: thence Northerly, along and around the arc of a curve, being concave Northeasterly, and having a radius of 1,503.66 feet, through a central angle of 79°01'54" to the left, an arc distance of 2,074.09 feet, to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 23°56'30" West, 1,913.53 feet;





Course No. 5: North 15°34'27" East, along last said tangency, a distance of 457.25 feet; run thence North 56°39'18" West, departing said right of way line, a distance of 377.64 feet; run thence North 78°19'23" West, a distance of 314.43 feet; run thence South 52°50'53" West, a distance of 525 feet, more or less, to a point on the Northeasterly "Mean High Water Line", of the St. Johns River, (Elevation 1.07 feet, NGVD 1929, as per Bureau of Surveying and Mapping, Division of State Lands, Department of Environmental Protection Tide Interpolation Point, MHW Data ID 4486 and 4485, and then Elevation 1.06, NGVD 1929, as per MHW Data ID 4484); run thence Southeasterly, along the aforesaid "Mean High Water Line" of the St. Johns River, a distance of 4,430 feet, more or less to a point which lies South 76°56'58" West, 876 feet, more or less, from the POINT OF BEGINNING; run thence South 87°40'31" East, a distance of 740 feet, more or less; run thence North 26°32'34" East, a distance of 254.81 feet to the aforesaid Southwesterly Right of Way line of STATE ROAD No. 13, and the POINT OF BEGINNING.

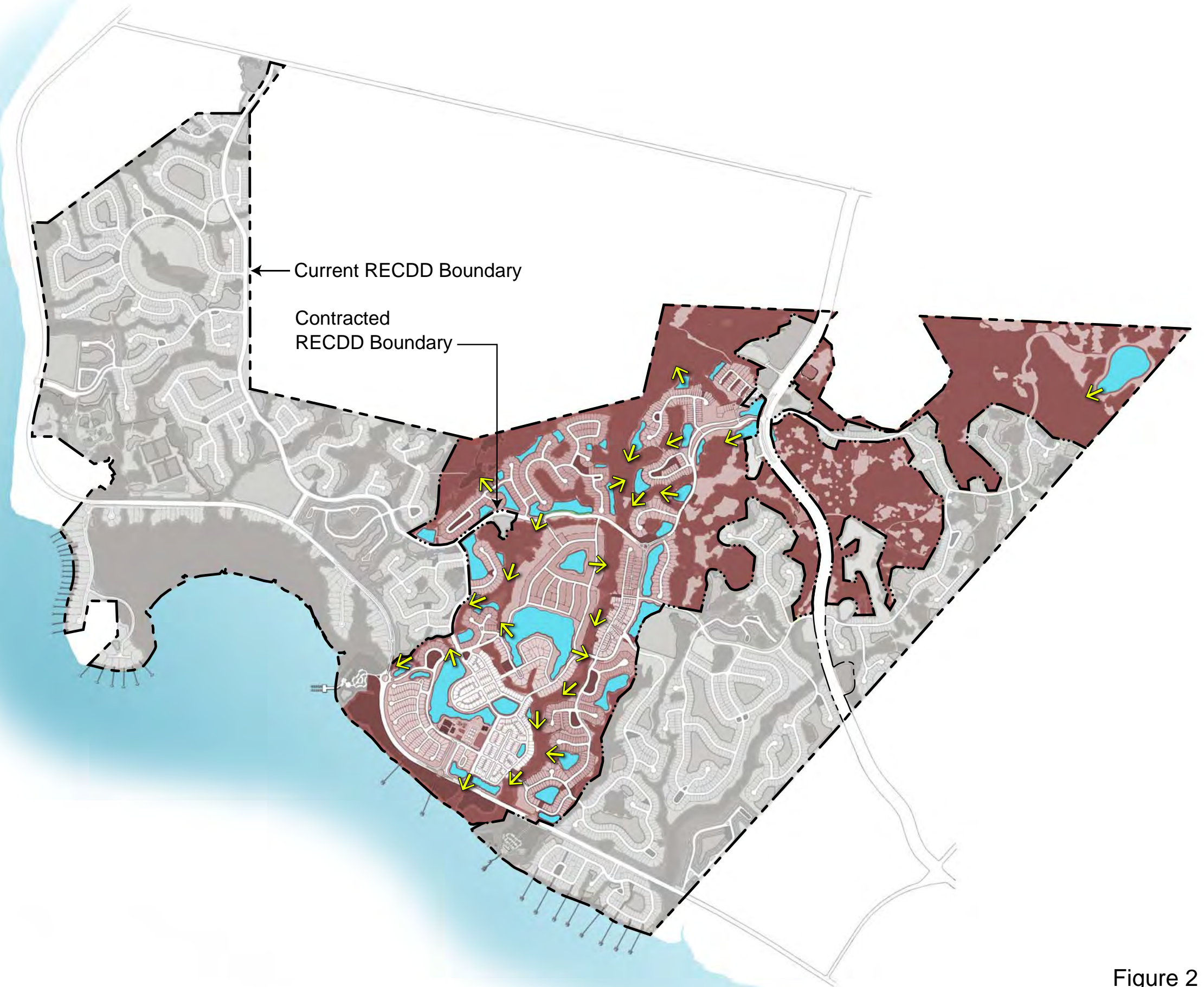
The lands thus described, contains 59.46 acres, more or less, in area.

Rulemaking Authority 190.004, 190.005 FS. Law Implemented 190.004, 190.005, 190.046 FS. History-New 11-1-06, Amended 9-6-11.

Conceptual CDD Plan

LEGEND

-  Current RECDD Boundary
-  Current RECDD Boundary
-  Stormwater Pond
-  Stormwater Discharge

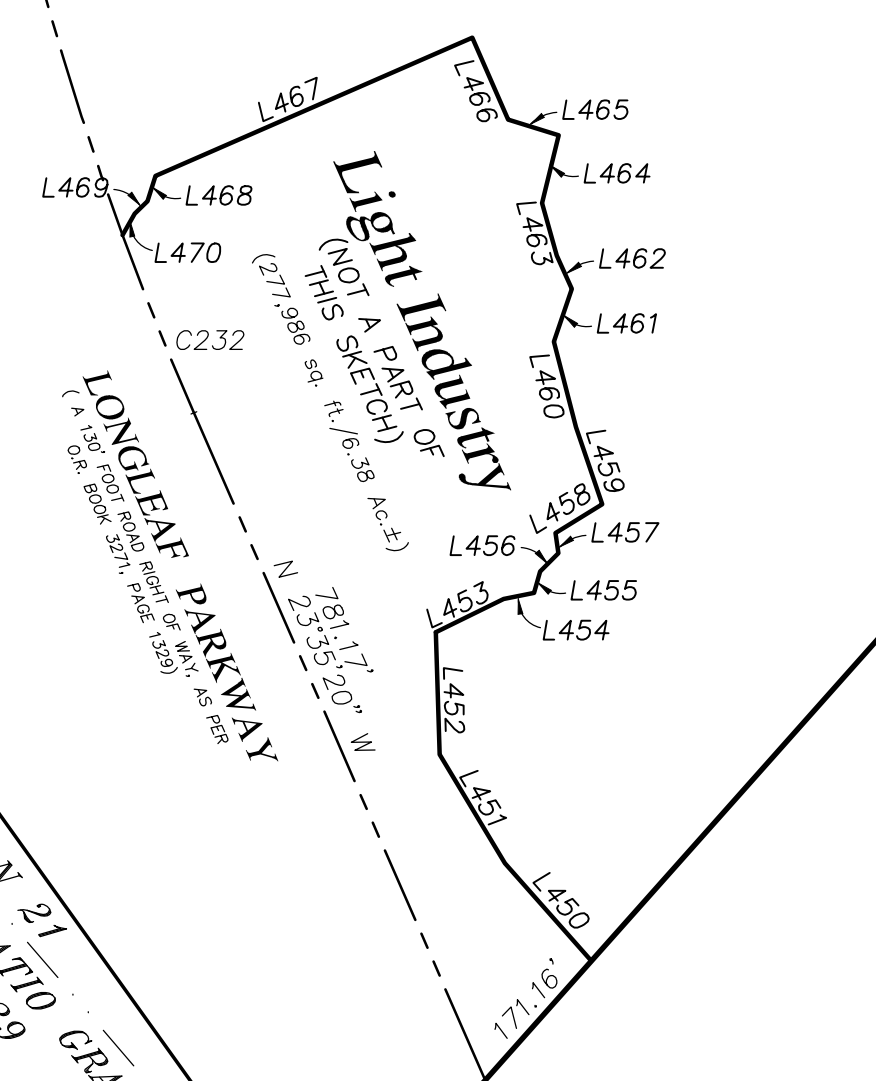


PROSSER

0 500' 1000' 2000' June 1, 2016 113094.60

Figure 2

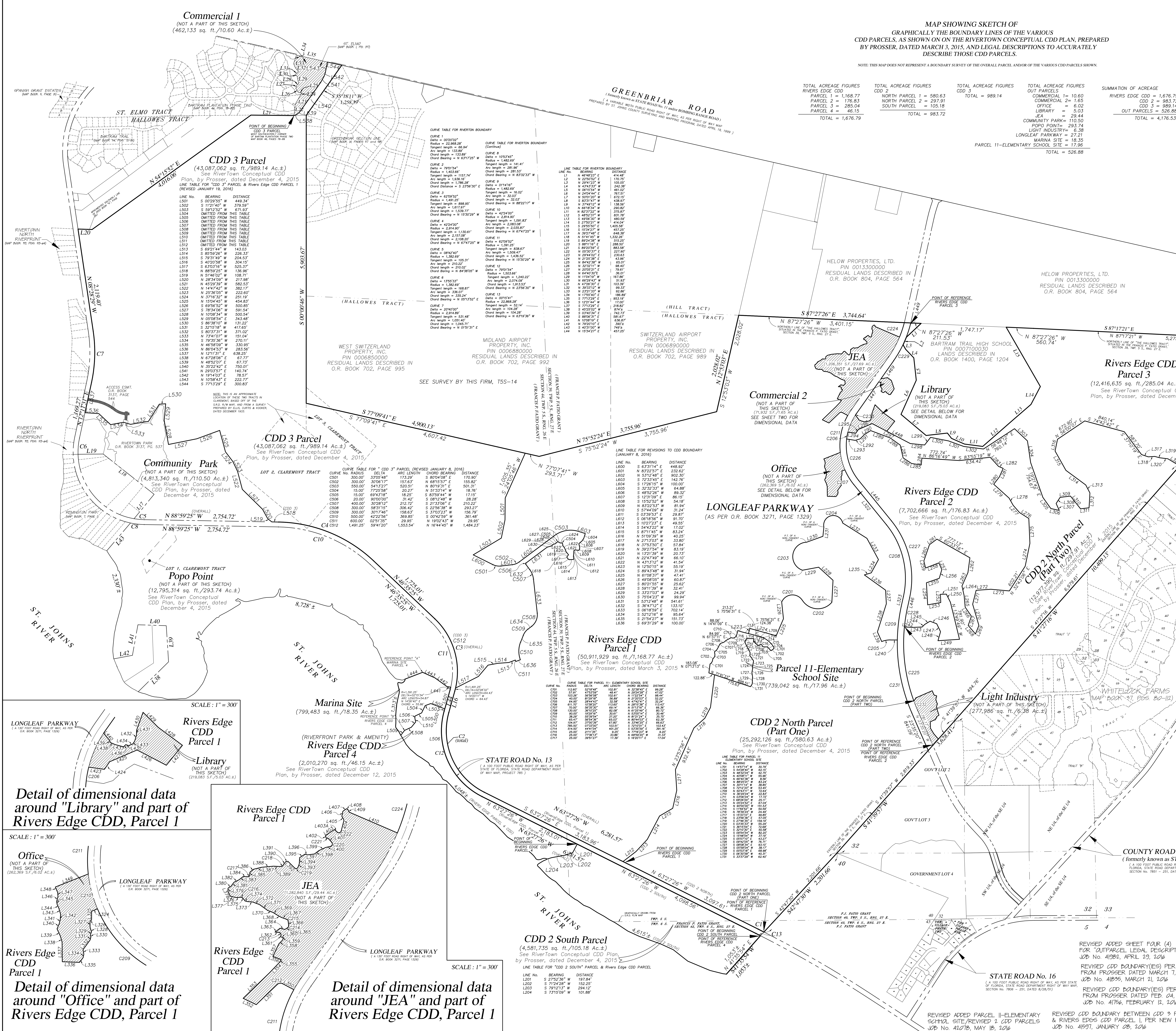
Detail of dimensional data around "Light Industry" and a part of CDD 2 North Parcel (Part Two)



MAP SHOWING SKETCH OF GRAPHICALLY THE BOUNDARY LINES OF THE VARIOUS CDD PARCELS, AS SHOWN ON THE RIVERTOWN CONCEPTUAL CDD PLAN, PREPARED BY PROSSER, DATED MARCH 3, 2015, AND LEGAL DESCRIPTIONS TO ACCURATELY DESCRIBE THOSE CDD PARCELS.

NOTE: THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY OF THE OVERALL PARCEL AND/OR OF THE VARIOUS CDD PARCELS SHOWN.

TOTAL ACREAGE FIGURES RIVERS EDGE CDD	TOTAL ACREAGE FIGURES CDD 2	TOTAL ACREAGE FIGURES CDD 3	TOTAL ACREAGE FIGURES OUT PARCELS	SUMMATION OF ACREAGE
PARCEL 1 = 1,168.77 PARCEL 2 = 176.83 PARCEL 3 = 285.04 PARCEL 4 = 46.15 TOTAL = 1,676.79	NORTH PARCEL 1 = 580.63 NORTH PARCEL 2 = 287.81 SOUTH PARCEL = 105.18 TOTAL = 973.62	TOTAL = 989.14	COMMERCIAL 1 = 10.60 COMMERCIAL 2 = 1.65 OFFICE = 6.02 LIBRARY = 5.03 JEA = 28.44 COMMUNITY PARK = 293.74 LIGHT INDUSTRY = 6.38 LONGLEAF PARKWAY = 27.21 MARINA SITE = 18.35 PARCEL 11-ELEMENTARY SCHOOL SITE = 17.96 TOTAL = 526.88	RIVERS EDGE CDD = 1,676.79 CDD 2 = 973.62 CDD 3 = 989.14 OUT PARCELS = 526.88 TOTAL = 4,176.53



NOTES:

- 1) BEARINGS SHOWN HEREIN ARE BASED ON THE VARIOUS PLATS OF RIVERTOWN, WHICH ARE RECORDED, WHICH ARE BASED ON THE STATE OF FLORIDA PLATE COORDINATE SYSTEM, EAST ZONE (ZONE 30), THE CENTERLINE OF STATE ROAD NO. 13, BEARINGS N 69° 37' 44" W.
- 2) THIS IS A SKETCH TO SHOW GRAPHICALLY THE BOUNDARY LINES OF THE VARIOUS CDD PARCELS, AS SHOWN ON THE RIVERTOWN CONCEPTUAL CDD PLAN, PREPARED BY PROSSER, DATED MARCH 3, 2015, AND LEGAL DESCRIPTIONS TO ACCURATELY DESCRIBE THOSE CDD PARCELS. THIS SKETCH IS NOT A BOUNDARY SURVEY, NOR DOES IT SHOW CURRENT OWNERSHIPS AND/OR RECORDED PLATS AND/OR EASEMENTS.
- 3) THIS SKETCH IS NOT A BOUNDARY SURVEY.

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LEGEND

- DENOTES CONCRETE MONUMENT
- x-x DENOTES FENCE
- DENOTES 1/4" IRON PIPE SET (AS NOTED)
- DENOTES IRON PIPE FOUND (AS NOTED)
- DENOTES GRAPE POST

DATE: JULY 14, 2016
SCALE: 1" = 600'
JOB NO: 41029
F. BOOK(S):
PAGE(S):
COMPUTER: CDD PARCELS.Dwg
FILE NAME:

A & J LAND SURVEYORS, INC.

CERTIFICATE OF AUTHORIZATION NO. LD 6664
PROFESSIONAL LAND SURVEYORS
5647 LUELLA STREET
JACKSONVILLE, FLORIDA 32217

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER 6J-12, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 476.01, FLORIDA STATUTES.

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

REVISED ADDED SHEET FOUR (4) FOR "OUTPARCEL LEGAL DESCRIPTIONS" JOB NO. 41029, APRIL 23, 2016

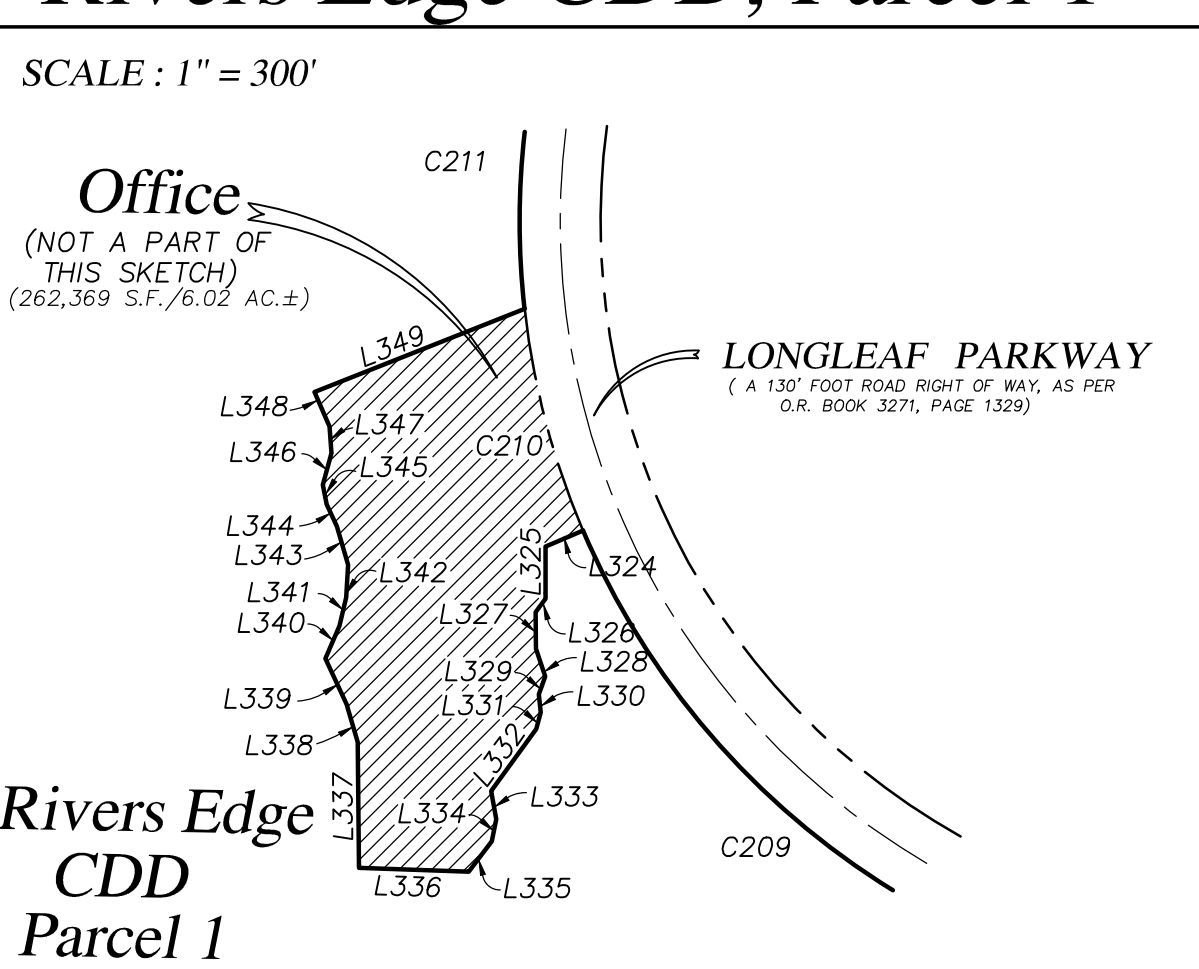
REVISED CDD BOUNDARY(IES) PER EMAIL FROM PROSSER DATED MARCH 7, 2016

REVISED CDD BOUNDARY(IES) PER EMAIL FROM PROSSER DATED FEB. 04, 2016

REVISED CDD BOUNDARY BETWEEN CDD 3 PARCEL & RIVERS EDGE CDD PARCEL 1, PER NEW PLAN JOB NO. 41029, JANUARY 08, 2016

REVISED ADDED PARCEL 11-ELEMENTARY SCHOOL SITE/REVISED 2 CDD PARCELS JOB NO. 41029, MAY 18, 2016

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



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



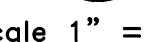
Detail of dimensional data around "JEA" and part of Rivers Edge CDD, Parcel 1



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<p>THE BOARD OF DIRECTORS OF</p>			

© 2006 The Authors



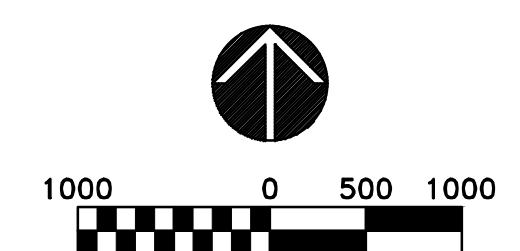
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THIS DRAWING NOT RELEASED FOR
CONSTRUCTION UNLESS SO NOTED
ABOVE

MASTER REUSE WATER PLAN

RYAN P. STILWELL, P.E.
No. 68526
DATE:

S H E E T



JEA AVAIL. 2014-1311

EXHIBIT F
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF COST OPINIONS

Improvement Plan Category	*2006 Improvement Plan Opinion of Costs (\$)	*2007 Initial Improvements Opinion of Costs (\$)	**Actual Improvement Plan Opinion of Costs (\$)	***Future Issuances by RECDD (\$)	Revised Improvement Plan Opinion of Costs (\$)	Future Issuance Notes
Master Drainage & Stormwater Management	\$35,495,534.00	\$11,215,000.00	\$8,407,886.83	\$4,187,346.25	\$12,595,233.08	Stormwater improvements
Master Transportation	\$61,187,976.00	\$25,536,000.00	\$19,318,663.42	\$6,010,070.00	\$25,328,733.42	Orange Branch Trail/RiverTown Main Street
Master Utilities	\$18,848,978.00	\$13,973,500.00	\$11,362,074.49	\$0.00	\$11,362,074.49	
Master Landscape	\$7,582,178.00	\$1,833,000.00	\$1,621,458.28	\$4,020,287.50	\$5,641,745.78	OBT & Longleaf Entry Feature
Master Recreation	\$14,495,368.00	\$8,236,000.00	\$7,983,136.60	\$1,375,000.00	\$9,358,136.60	Pockets Parks (11)
Neighborhood Infrastructure	\$241,571,394.00	\$53,622,500.00	\$49,257,199.92	\$0.00	\$49,257,199.92	
Total	\$379,181,428.00	\$114,416,000.00	\$97,950,419.54	\$15,592,703.75	\$113,543,123.29	

*From Supplemental Engineers Report dated November 8, 2007

**Actual cost to date of projects completed by the Original Districts per GMS table 3-9-2016

***Includes construction, design fees and contingency

Exhibit B

Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Bonds) and the Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Bonds), dated July 18, 2018

Rivers Edge Community Development District

**Supplemental Special Assessment Methodology Report
for the Capital Improvement Revenue Refunding Bonds,
Series 2018A-1 and 2018A-2**

July 18, 2018

Prepared by

Governmental Management Services, LLC

Table of Contents

1.0	Executive Summary	2
2.0	The Series 2018 Bonds	3
3.0	Allocation Methodology	4
4.0	Assessment Rolls.....	4
5.0	Appendix	
	Table 1 2008A Debt Units	5
	Table 2 Series 2018 Bonds – Sources and Uses of Funds.....	6
	Table 3 Allocation of Series 2018 Par Debt per Unit.....	7
	Table 4 Allocation of Series 2018 Annual Assessments per Unit.....	8
	Table 5 Assessment Roll	9

1.0 Executive Summary

This Supplemental Special Assessment Methodology Report provides a methodology for allocating the Capital Improvement Revenue Refunding Bonds, Series 2018A-1 and 2018A-2 (the "Series 2018 Bonds") consistent with the methodology adopted by the Rivers Edge Community Development District ("Rivers Edge CDD" or "District") in the issuance of the Series 2008A Bonds. This 2018 Supplemental Special Assessment Methodology Report is consistent with the allocation of the Series 2008A Bond debt to properties based upon the special benefits each receives from the infrastructure program. This report is designed to conform to the requirements of Chapters 170, 190 and 197 Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject. This report also supplements and is consistent with the District's Master Assessment Methodology Report dated March 13, 2007 and the District's Supplemental Assessment Report for the Series 2008A Bonds dated February 15, 2008.

The Rivers Edge Community Development District consists of approximately 1,752.60 acres in St Johns County, Florida. The total planned development for the District is 1,480 single-family residential homes and 77 townhome units. Certain landowners have paid off all or a portion of the Bond Debt associated with the unit. The Series 2018A Bonds are applicable only to the development units which have 2008A currently assigned debt.

On February 15, 2008, the District issued Capital Improvement Revenue Bonds, Series 2008A (the "Series 2008A Bonds") totaling \$13,980,000 with an interest rate of 6.8% for a 30 year term.

The Board of Supervisors adopted on July 18, 2018 Resolution 2018- approving the sale and terms of the District issuing its Special Assessment Revenue Refunding Bonds, Series 2018A-1 and 2018A-2 and supplemental assessment roll. Proceeds from the sale of the Series 2018A Bonds will be used to (i) currently refund and redeem all of the outstanding principal amount of the Series 2008A Bonds; (ii) pay certain costs associated with the issuance of the Series 2018A Bonds; and (iii) make deposits into the reserve account. The refunding will result in a slight increase to the assigned debt and a lower interest rate thereby reducing annual assessments certified for collection by the District from owners of property subject to the Series 2008A Assessments.

In anticipation of the District's issuance of the Series 2018A Bonds, this Supplemental Special Assessment Methodology Report for the Series 2018A Bonds has been prepared for the purpose of (i) confirming the benefit inuring to real property in the Series 2008A Assessment Area; and (ii) revising the Series 2008A Assessments to reflect the financing terms of the Series 2018A Bonds, the repayment of which the Series 2008A Assessments shall be pledged to upon closing (as revised, the "Series 2018A Assessments"). Additionally, this report reflects the replatting of certain areas in the District with such changes noted on **Table 1**.

2.0 The Series 2018A Bonds

The type of refunding being contemplated by the District will be accomplished through a public offering. The Series 2018 Bonds will be secured by assessments levied on the same area as the Series 2008A Bonds.

As described above, the Series 2018A Bonds will be used to refund the 2008A Bonds presently outstanding in the par amount of \$6,225,000. Proceeds from the sale of the Series 2018A Bonds and funds available by liquidating various accounts are as follows: Series 2008A Revenue Account \$223,034, Deferred Cost Account \$35,000 and the Series 2008A Reserve Fund \$499,936.

These monies will be used to (i) make a cash deposit into the refunding escrow account; (ii) fund the debt service reserve account; (iii) fund interest due on November 1, 2018; (iv) fund the cost of issuance and (V) account for the underwriter's discount. A description of the sources and uses of fund is attached hereto as **Table 2** and incorporated by reference herein.

The Series 2018A Bonds will be in a senior/subordinate issuance and are anticipated to have a total principal balance of \$6,460,000 and a projected average coupon interest rate of 4.50%. Total debt service on the 2018A bonds will begin on November 1, 2018 with principal amortization beginning on May 1, 2019 continuing through May 1, 2038.

The total maximum net annual debt service assessment revenues necessary for debt service on the Series 2018A Bonds is \$492,158 inclusive of principal, interest but net of collection costs, and early payment discounts. This is based on a total par issue of \$6,460,000 with an September 12, 2018 issue date and final maturity as of May 1, 2038.

3.0 Allocation Methodology

Construction and/ or acquisition of improvements comprising the 2008 Project continue to provide special benefit to real property within the Series 2008A Assessment Area that meets or exceeds the cost to finance, construct and/or acquire the 2008 projects, and the fair and reasonable allocation of the Series 2008A Assessments based upon the methodology set forth in the Series 2008A Assessment Report and **Table 4** attached hereto is hereby confirmed. The allocation of the Series 2018A Assessments as set forth herein will result in the District annually certifying for collection special assessments in the amounts set forth on **Table 5** the Assessment roll.

4.0 Assessment Rolls

Assessment rolls reflecting the allocation of special assessments securing repayment of the Series 2018A Bonds are attached hereto as **Table 5**.

4.1 Additional Stipulations

Certain financing, development, and engineering data was provided by members of District staff and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report. For further information about the Series 2018A Bonds, please refer to the Indentures.

<p align="center">Table 1 Rivers Edge Community Development District Development Units</p>

<u>Single Family Residential</u>	Original Remaining 2008A Development Units	ERU Factor	Total Eru's	Current Planned 2008A Development Units	Current Planned Total Eru's	Reallocated 2008A Debt Units
30' lot	21	0.62	12.95	21	12.95	21
40' lot	57	0.74	42.44	57	42.44	55
50' lot	184	0.87	160.50	205	178.82	177
60' lot	81	1.00	81.00	81	81.00	51
70' lot	103	1.20	123.41	102	122.22	79
80' lot	21	1.33	27.97	10	13.32	10
90' lot	1	1.47	1.47	0	0.00	0
Pay Downs	0	0.00	0.00	0	0.00	63
Pay Offs	0	0.00	0.00	0	0.00	20
Total	<u>468</u>		<u>450</u>	<u>476</u>	<u>451</u>	<u>476</u>

Notes:

In early 2018 part of the original 468 development units were replatted adding 8 lots and 1 ERU. With the addition of the 1 ERU the 2008B debt was reallocated to the remaining units which received a reduction in their debt resulting from the additional 1 ERU.

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<p align="center">Table 2 Rivers Edge Community Development District Series 2018A-1 and 2018A-2 Special Assessment Refunding Bonds- Sources and Uses of Funds</p>
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Sources:	2018A-1	2018A-2	Total
Bond Proceeds - Par Amount	\$4,090,000	\$2,370,000	\$6,460,000
Original Issue Discount	-\$65,606	\$0	-\$65,606
Liquidation of Series 2008 Revenue Account	\$139,731	\$83,303	\$223,034
Liquidation of Series 2008 Reserve Fund	\$313,210	\$186,726	\$499,936
Total Sources of Funds	\$4,477,335	\$2,640,029	\$7,117,364
Uses:			
Refunding escrow deposit	\$4,008,228	\$2,373,158	\$6,381,386
Debt Service Reserve Fund 25% of MADS	\$74,155	\$0	\$74,155
Interest to 11/1/2018	\$31,653	\$26,983	\$58,636
Debt Service Reserve Fund 50% of MADS	\$0	\$97,994	\$97,994
Cost of Issuance	\$181,079	\$106,344	\$287,423
Underwriter's Discount	\$61,350	\$35,550	\$96,900
Insurance and Surety Bond	\$120,870	\$0	\$120,870
		\$0	\$0
Total Uses of Funds	\$4,477,335	\$2,640,029	\$7,117,364
Average Coupon Interest Rate	4.50%	4.50%	
Term	20 years	20 years	

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Table 3
Rivers Edge Community Development District
Allocation of Series 2018A Par Debt per Unit

Land Use	Total Original Units	Original 2008A Debt Per Unit	Current 2008A Debt Units	Current 2008A Debt Per Unit (1)	Total Current Balance	Series 2018A Debt Per Unit (1)	Total Series 2018A Debt	Debt Increase Per Unit With Refinancing
Single Family Residential:								
30' lot	21	\$11,005	21	\$9,305.03	\$195,405.63	\$9,643.92	\$202,522.27	\$338.89
40' lot	57	\$13,283	55	\$11,230.86	\$617,697.30	\$11,639.93	\$640,195.89	\$409.07
50' lot	184	\$15,691	156	\$13,156.68	\$2,052,442.08	\$13,635.83	\$2,127,189.12	\$479.15
60' lot	81	\$17,838	51	\$15,082.47	\$769,205.97	\$15,631.73	\$797,218.24	\$549.26
70' lot	103	\$21,373	80	\$18,071.27	\$1,445,701.60	\$18,729.35	\$1,498,348.24	\$658.08
80' lot	21	\$23,760	21	\$20,089.53	\$421,880.13	\$20,821.14	\$437,243.93	\$731.61
90' lot	1	\$26,147	1	\$22,107.52	\$22,107.52	\$22,912.61	\$22,912.61	\$805.09
Pay Downs	0	Various	63	Various	\$700,559.77	Various	\$734,369.70	Various
Pay offs		Various	20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	<u>468</u>		<u>468</u>		<u>\$6,225,000.00</u>		<u>\$6,460,000.00</u>	

(1) The above comparison excludes properties that have partially prepaid or fully prepaid their debt assessments. Properties that have partially prepaid their debt assessments will receive a proportional increase based upon the the remaining par debt on their property compared to the total debt issued.

(2) Par debt per unit is after the May 1, 2018 mandatory principal payment.

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<p align="center">Table 4</p> <p align="center">Rivers Edge Community Development District</p> <p align="center">Allocation of Series 2018A Annual Assessment per Unit</p>

	Current Series 2018 A Debt Units	Original 2008A Unit Assessments (1)	Total Series 2008A Assessments	Series 2018A Unit Assessments (1)	Total Series 2018A Assessments	Reduction in Unit Assessments with Refunding
Single Family Residential:						
30' lot	21	\$862.27	\$18,107.61	\$734.73	\$15,429.23	-\$127.54
40' lot	55	\$1,040.73	\$57,240.22	\$886.79	\$48,773.56	-\$153.94
50' lot	156	\$1,219.19	\$190,193.01	\$1,038.85	\$162,060.70	-\$180.34
60' lot	51	\$1,397.64	\$71,279.67	\$1,190.91	\$60,736.37	-\$206.73
70' lot	80	\$1,674.60	\$133,968.04	\$1,426.90	\$114,152.22	-\$247.70
80' lot	21	\$1,861.63	\$39,094.19	\$1,586.27	\$33,311.59	-\$275.36
90' lot	1	\$2,048.63	\$2,048.63	\$1,745.61	\$1,745.61	-\$303.02
Pay Downs	63	Various	\$102,510.70	Various	\$55,948.23	Various
Pay Offs	20	Various	\$0.00	\$0.00	\$0.00	\$0.00
Total	<u>468</u>		<u>\$614,442</u>		<u>\$492,158</u>	

Notes:

Annual Assessments based upon MADS net of 2% collection costs and 4% early payment discount.

(1) The above comparison excludes individual properties that have partially prepaid or fully prepaid their debt assessments. Properties that have partially prepaid their debt assessments will receive a proportional decrease based upon the the remaining par debt on their property compared to the total debt issued.

Prepared By: Governmental Management Services, LLC

RIVERS EDGE CDD
MASTER LIEN BOOK SERIES 2008A

Account #	Current Owner	ST #	STREET	ST SUFF	LOT #	LOT SIZE	CURRENT BALANCE SERIES 2008A DEBT	2008A CURRENT ASMT NET	2008A CURRENT ASMT GROSS	SERIES 2018 PAR DEBT	SERIES 2018 DEBT ASMT NET	SERIES 2018 DEBT ASMT Gross	DECREASE IN SERIES 2018 DEBT ASMT NET	DECREASE IN SERIES 2018 DEBT ASMT Gross
000702-0010	CRABB WILLIAM BATES III,SARA B	281	STERNWHEEL	DR	001	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0020	SIZEMORE SCOTT M	289	STERNWHEEL	DR	002	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0030	BURRELL CHARLES R,LOIS B	297	STERNWHEEL	DR	003	50'	-	-	-	-	-	0.00	0.00	0.00
000702-0040	ALL WANDA L	305	STERNWHEEL	DR	004	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-0050	BEAVER STEPHANIE J	0	** CONFIDENTIAL **	**	005	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0060	BAKER GAVIN R,LORA A	428	RAMBLING WATER	RUN	006	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0070	WALLER SHERYL JONES	418	RAMBLING WATER	RUN	007	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0080	DI BENEDETTO JOHN C JR,KATHLEEN M	412	RAMBLING WATER	RUN	008	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0090	PARRISH ELIZABETH A	404	RAMBLING WATER	RUN	009	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0100	MORIN JOHN C ETAL	396	RAMBLING WATER	RUN	010	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0110	VANDENHEUVEL JAMES A II,KERRI A	388	RAMBLING WATER	RUN	011	50'	-	-	-	-	-	0.00	0.00	0.00
000702-0120	CRABB JENNIFER S,SARA B	92	RIVERWALK	BLVD	012	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0130	FEDELE ALFRED H JR,PATRICIA A	100	RIVERWALK	BLVD	013	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0140	BARKOSKIE SHARON,RICHARD A	108	RIVERWALK	BLVD	014	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0150	WAYANT CHRISTOPER M,KAITLIN M	114	RIVERWALK	BLVD	015	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0160	GLASSBERG SALLY	124	RIVERWALK	BLVD	016	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0170	DICKINSON BRAD L,RACHELLE	130	RIVERWALK	BLVD	017	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0180	MAINSAIL CAPITAL VENTURES LLC	154	RIVERWALK	BLVD	018	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0190	RUSH REBECCA J ETAL	162	RIVERWALK	BLVD	019	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-0200	MEADOWS MELISSA R	168	RIVERWALK	BLVD	020	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-0210	ROSENBERG RACHAEL S	174	RIVERWALK	BLVD	021	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-0220	HALL JEFF,LAURA	180	RIVERWALK	BLVD	022	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-0230	GONZALES ERNESTO C,KELLY	188	RIVERWALK	BLVD	023	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0240	ASH KEITH,TERESA A	364	RAMBLING WATER	RUN	024	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0250	DICKERSON AIMEE LYNN,JACOB A ETAL	356	RAMBLING WATER	RUN	025	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0260	MORAN GLORIA ETAL	348	RAMBLING WATER	RUN	026	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0270	RAUSCH STEVEN D II ETAL	340	RAMBLING WATER	RUN	027	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0280	SHEE WARDE SCOTT,SUSAN K	332	RAMBLING WATER	RUN	028	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0290	SCHNAPP JASON W	308	RAMBLING WATER	RUN	029	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0300	ROSS EVE NOELLE	300	RAMBLING WATER	RUN	030	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0310	BARKER RICHARD A,SUZANNE M	292	RAMBLING WATER	RUN	031	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0320	MONTGOMERY HOWARD B JR ,ELIZABETH C	284	RAMBLING WATER	RUN	032	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0330	SWANN HAROLD STEPHEN,CAROLINE A	276	RAMBLING WATER	RUN	033	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0340	BRUNO ROBERT J,MARINA L	188	RAMBLING WATER	RUN	034	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0350	BEAN LANA BROCK	180	RAMBLING WATER	RUN	035	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0360	WALDROP WILLIAM R,SANDRA B	172	RAMBLING WATER	RUN	036	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0370	ASCHER KAREN J	162	RAMBLING WATER	RUN	037	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76

Account #	Current Owner	ST #	STREET	ST SUFF	LOT #	LOT SIZE	CURRENT BALANCE SERIES 2008A DEBT	2008A CURRENT ASMT NET	2008A CURRENT ASMT GROSS	SERIES 2018 PAR DEBT	SERIES 2018 DEBT ASMT NET	SERIES 2018 DEBT ASMT Gross	DECREASE IN SERIES 2018 DEBT ASMT NET	DECREASE IN SERIES 2018 DEBT ASMT Gross
000702-0380	GRAHAM DAVID E,DEBORAH A	154	RAMBLING WATER	RUN	038	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0390	MILES JEFFREY,MICHELLE	132	RAMBLING WATER	RUN	039	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0400	HANSKNECHT BONNY L	124	RAMBLING WATER	RUN	040	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0410	MOODY MITCHELL A	116	RAMBLING WATER	RUN	041	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0420	LEECH J SCOTT,JANET E	108	RAMBLING WATER	RUN	042	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0430	BARKER JAMES MICHAEL ETAL	100	RAMBLING WATER	RUN	043	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0440	BEGLEY HELEN B	74	RAMBLING WATER	RUN	044	50'	-	-	-	-	-	0.00	0.00	0.00
000702-0450	DAVIS ROBERT L,DEBORAH A	64	RAMBLING WATER	RUN	045	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0460	LANDON HOMES LLC	56	RAMBLING WATER	RUN	046	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0470	ALIX CYNTHIA ANN	42	RAMBLING WATER	RUN	047	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000702-0480	ANDREWS AIMEE MICHELLE	16	RAMBLING WATER	RUN	048	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0490	BAGG KATHLEEN	359	STERNWHEEL	DR	049	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0500	MAGALDI FRANCIS A,BERNADETTE	391	STERNWHEEL	DR	050	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0510	MAINSAIL CAPITAL VENTURES LLC	401	STERNWHEEL	DR	051	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0520	KERAMATI PAMELA	411	STERNWHEEL	DR	052	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0530	HELMERS AUSTIN L,LISA M	419	STERNWHEEL	DR	053	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0540	CUPIT JASON,BERTA	418	KENDALL CROSSING	DR	054	70'	-	-	-	-	-	0.00	0.00	0.00
000702-0550	SULLIVAN THOMAS W,SANDRA	392	KENDALL CROSSING	DR	055	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0560	RASEKH NAHID SABET	382	KENDALL CROSSING	DR	056	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0570	LIGMANOWSKI RICHARD C,JOANNE T	393	KENDALL CROSSING	DR	057	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0580	HERREN MARK,NANCY L	385	KENDALL CROSSING	DR	058	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0590	FRENCH STEVEN L,MELODY MONICA ETAL	373	KENDALL CROSSING	DR	059	50'	-	-	-	-	-	0.00	0.00	0.00
000702-0600	DEBAUCHE DAVID,ANNE	45	FLINT	ST	060	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0610	HALL SHAWN,COURTNEY	29	FLINT	ST	061	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-0620	PENNINGTON MICHAEL TORRES,AMY L	23	FLINT	ST	062	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-0630	PRICE TONI L,AARON T	17	FLINT	ST	063	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-0640	MAINSAIL CAPITAL VENTURES LLC	495	STERNWHEEL	DR	064	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0650	HUSELTON STEPHANIE L,AARON D	0	** CONFIDENTIAL **	**	065	70'	13,190.41	1,237.25	1,316.19	13,837.90	1,054.25	1121.51	183.01	194.68
000702-0660	PORDELI GHOLAMREZA,KATHERINE	500	STERNWHEEL	DR	066	70'	-	-	-	-	-	0.00	0.00	0.00
000702-0670	HART GARY R,JANET L	514	STERNWHEEL	DR	067	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000702-0680	RAUCH THOMAS A,BRITTANY T GORDON	526	STERNWHEEL	DR	068	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000702-0690	PADILLA SAMUEL JR	0	** CONFIDENTIAL **	**	069	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0700	BROWN PATRICK,ERIN	550	STERNWHEEL	DR	070	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0710	WEBB JIMMIE PAUL JR,ALETHA DESIREE MA	560	STERNWHEEL	DR	071	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0720	GLASSICK CINDY H,CHARLES J	570	STERNWHEEL	DR	072	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0730	GEOGHAGAN ROBERT L,SUSAN A	584	STERNWHEEL	DR	073	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-0740	PAUL BRIAN,TAMMY	596	STERNWHEEL	DR	074	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000702-0750	DUVAL JILLIE TODD	12	BAYA	ST	075	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0760	HAYNES GREGORY J,KATHRYN F	18	BAYA	ST	076	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0770	GARCIA EDGARDO MELENDEZ	28	BAYA	ST	077	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76

Account #	Current Owner	ST #	STREET	ST SUFF	LOT #	LOT SIZE	CURRENT BALANCE SERIES 2008A DEBT	2008A CURRENT ASMT NET	2008A CURRENT ASMT GROSS	SERIES 2018 PAR DEBT	SERIES 2018 DEBT ASMT NET	SERIES 2018 DEBT ASMT Gross	DECREASE IN SERIES 2018 DEBT ASMT NET	DECREASE IN SERIES 2018 DEBT ASMT Gross
000702-0780	BRUEN KENNETH J,CHRISTINE G	44	BAYA	ST	078	40'	-	-	-	-	-	0.00	0.00	0.00
000702-0790	BLOOD LAWRENCE A AMD & RESTATED REV	676	STERNWHEEL	DR	079	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0800	NELSON E M,CAROLYN S	684	STERNWHEEL	DR	080	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0810	COUCH DAVID A,HEATHER L W	694	STERNWHEEL	DR	081	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0820	BIELEJESKI STEPHEN,REBECCA	706	STERNWHEEL	DR	082	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0830	KAHALY ROBERT A	1757	ORANGE BRANCH	TRL	083	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-0840	MULCAHY PATRICK,PATRICIA	1749	ORANGE BRANCH	TRL	084	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-0850	WEGRZYN MELISSA M ET AL	1741	ORANGE BRANCH	TRL	085	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-0860	TURLEY MARY K	1735	ORANGE BRANCH	TRL	086	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0870	LAMMERDING JAMES L	1727	ORANGE BRANCH	TRL	087	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-0880	STICKNEY ADRIENNE	1717	ORANGE BRANCH	TRL	088	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0890	PEACOCK AARON M ETAL	1707	ORANGE BRANCH	TRL	089	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0900	SHEE JAMIE A	1695	ORANGE BRANCH	TRL	090	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-0910	PITTENGER DIANE C	1679	ORANGE BRANCH	TRL	091	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-1190	VOLKMAN JAMES,REBECCA	695	STERNWHEEL	DR	119	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-1200	SMITH BRADLEY S,JENA K	685	STERNWHEEL	DR	120	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-1210	MC COMMON DANIEL N,KATHRYN A	677	STERNWHEEL	DR	121	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-1220	BLAZEVICH BRETT,ANGELA	667	STERNWHEEL	DR	122	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-1230	HOOE DANIEL,AMY S	655	STERNWHEEL	DR	123	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-1240	HAGUE SALLY A REV TRUST D: 9-10-2013	641	STERNWHEEL	DR	124	40'	-	-	-	-	-	0.00	0.00	0.00
000702-1250	TROVATO MAUREEN B	210	RAMBLING WATER	RUN	125	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-1260	BLANTON MARK D,MISTI L	216	RAMBLING WATER	RUN	126	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-1270	TWIGG MATTHEW E,JENNIFER L	222	RAMBLING WATER	RUN	127	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-1280	MAINSAIL CAPITAL VENTURES LLC	224	RAMBLING WATER	RUN	128	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-1290	HURST LIVING TRUST D 03-13-2014	228	RAMBLING WATER	RUN	129	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-1300	BECK WAYNE R II	232	RAMBLING WATER	RUN	130	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-1310	KELLEY NANCY	238	RAMBLING WATER	RUN	131	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-1320	STECHSCHULTE MATTHEW G,ANISSA A	240	RAMBLING WATER	RUN	132	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-1330	SHIRLEY JOAN S	246	RAMBLING WATER	RUN	133	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-1340	SWANSON TERRIE Z	252	RAMBLING WATER	RUN	134	30'	9,305.03	862.27	917.28	9,643.92	734.73	781.60	127.54	135.68
000702-1450	ALVAREZ KRISTEL,ALEX L	616	STERNWHEEL	DR	145	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000702-1460	SHEE BRADLEY K,LAURA E	640	STERNWHEEL	DR	146	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000702-1470	RIVERS STEPHEN PAUL,SHANA BROOKE	656	STERNWHEEL	DR	147	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-1480	SCHAD PAUL D SR	0	** CONFIDENTIAL **	**	148	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-5000	BLAUMUELLER PETER,JENNIFER	208	RIVERWALK	BLVD	500	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5010	LEE BRENDA L	216	RIVERWALK	BLVD	501	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5020	BLANFORD RITCHIE,LYNDA	224	RIVERWALK	BLVD	502	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5030	PETTINGER ELISE M	232	RIVERWALK	BLVD	503	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5040	BOTRUFF TRACY	238	RIVERWALK	BLVD	504	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5050	SMITH GARY L,ROSE E	246	RIVERWALK	BLVD	505	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76

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000702-5060	HOUSER DAVID	268	RIVERWALK	BLVD	506	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5070	VARGA ARNOLD P,MARGARITA D	274	RIVERWALK	BLVD	507	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5080	FORESTER JUSTIN,ALECIA K	282	RIVERWALK	BLVD	508	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5090	KOPPENHOFER JON ANDREW,DAWN DENISI	1855	ORANGE BRANCH	TRL	509	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-5100	DAVIS MICHAEL JOSEPH,LAURA DALEY	1847	ORANGE BRANCH	TRL	510	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5110	MANNOIA RICHARD J,DENISE L	1839	ORANGE BRANCH	TRL	511	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5120	SCHMITT E COULTER	1831	ORANGE BRANCH	TRL	512	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5130	SANDERS STEPHEN G,TENNILLE A	1823	ORANGE BRANCH	TRL	513	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5140	BENNICK ALAN,CYNTHIA	0	** CONFIDENTIAL **	**	514	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5150	HOUSER DANIEL,AMANDA	1807	ORANGE BRANCH	TRL	515	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000702-5160	MILLER DAVID II,SHANNON	53	MASCOTTE	PL	516	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5170	GRIFFITH LORI,JAMES	43	MASCOTTE	PL	517	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5180	REED CRAIG J,MARY JANE	35	MASCOTTE	PL	518	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5190	MAINSAIL CAPITAL VENTURES LLC	27	MASCOTTE	PL	519	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5200	PAUL BRIAN C,TAMMY ***	19	MASCOTTE	PL	520	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000702-5210	SAVAGE MICHAEL J,LAURA M	11	MASCOTTE	PL	521	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000704-0010	MATTAMY JACKSONVILLE LLC	351	FOOTBRIDGE	RD	1	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000704-0020	MATTAMY JACKSONVILLE LLC	335	FOOTBRIDGE	RD	2	90'	22,107.52	2,048.63	2,179.33	22,912.61	1,745.61	1856.98	303.02	322.35
000704-0030	MATTAMY JACKSONVILLE LLC	313	FOOTBRIDGE	RD	3	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000704-0040	MATTAMY JACKSONVILLE LLC	291	FOOTBRIDGE	RD	4	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000704-0050	MATTAMY JACKSONVILLE LLC	352	FOOTBRIDGE	RD	5	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0060	MATTAMY JACKSONVILLE LLC	342	FOOTBRIDGE	RD	6	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000704-0070	MATTAMY JACKSONVILLE LLC	334	FOOTBRIDGE	RD	7	40'	11,230.86	1,040.73	1,107.13	11,639.93	886.79	943.37	153.94	163.76
000704-0080	MATTAMY JACKSONVILLE LLC	322	FOOTBRIDGE	RD	8	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0090	MATTAMY JACKSONVILLE LLC	314	FOOTBRIDGE	RD	9	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0100	MATTAMY JACKSONVILLE LLC	964	KEYSTONE CORNERS	BLVD	10	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000704-0110	MATTAMY JACKSONVILLE LLC	952	KEYSTONE CORNERS	BLVD	11	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0120	MATTAMY JACKSONVILLE LLC	942	KEYSTONE CORNERS	BLVD	12	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0130	MATTAMY JACKSONVILLE LLC	930	KEYSTONE CORNERS	BLVD	13	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000704-0140	MATTAMY JACKSONVILLE LLC	24	BEE BALM	LN	14	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000704-0150	MATTAMY JACKSONVILLE LLC	20	BEE BALM	LN	15	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0160	MATTAMY JACKSONVILLE LLC	12	BEE BALM	LN	16	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000704-0170	MATTAMY JACKSONVILLE LLC	252	FOOTBRIDGE	RD	17	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000704-0180	MATTAMY JACKSONVILLE LLC	955	KEYSTONE CORNERS	BLVD	18	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0190	MATTAMY JACKSONVILLE LLC	947	KEYSTONE CORNERS	BLVD	19	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0200	MATTAMY JACKSONVILLE LLC	939	KEYSTONE CORNERS	BLVD	20	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0210	MATTAMY JACKSONVILLE LLC	929	KEYSTONE CORNERS	BLVD	21	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000704-0220	MATTAMY JACKSONVILLE LLC	233	FOOTBRIDGE	RD	22	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0230	MATTAMY JACKSONVILLE LLC	195	FOOTBRIDGE	RD	23	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0240	MATTAMY JACKSONVILLE LLC	175	FOOTBRIDGE	RD	24	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50

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000704-0250	MATTAMY JACKSONVILLE LLC	163	FOOTBRIDGE	RD	25	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0260	MATTAMY JACKSONVILLE LLC	149	FOOTBRIDGE	RD	26	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0270	MATTAMY JACKSONVILLE LLC	137	FOOTBRIDGE	RD	27	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0280	MATTAMY JACKSONVILLE LLC	125	FOOTBRIDGE	RD	28	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0290	MATTAMY JACKSONVILLE LLC	113	FOOTBRIDGE	RD	29	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0300	MATTAMY JACKSONVILLE LLC	99	FOOTBRIDGE	RD	30	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0310	MATTAMY JACKSONVILLE LLC	87	FOOTBRIDGE	RD	31	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0320	MATTAMY JACKSONVILLE LLC	51	FOOTBRIDGE	RD	32	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0330	MATTAMY JACKSONVILLE LLC	39	FOOTBRIDGE	RD	33	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0340	MATTAMY JACKSONVILLE LLC	23	FOOTBRIDGE	RD	34	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000704-0350	MATTAMY JACKSONVILLE LLC	234	FOOTBRIDGE	RD	35	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0360	MATTAMY JACKSONVILLE LLC	224	FOOTBRIDGE	RD	36	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0370	MATTAMY JACKSONVILLE LLC	216	FOOTBRIDGE	RD	37	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0380	MATTAMY JACKSONVILLE LLC	206	FOOTBRIDGE	RD	38	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0390	MATTAMY JACKSONVILLE LLC	198	FOOTBRIDGE	RD	39	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0400	MATTAMY JACKSONVILLE LLC	188	FOOTBRIDGE	RD	40	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000704-0410	MATTAMY JACKSONVILLE LLC	1038	ORANGE BRANCH	TRL	41	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0420	MATTAMY JACKSONVILLE LLC	1056	ORANGE BRANCH	TRL	42	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0430	MATTAMY JACKSONVILLE LLC	1074	ORANGE BRANCH	TRL	43	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0440	MATTAMY JACKSONVILLE LLC	1090	ORANGE BRANCH	TRL	44	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0450	MATTAMY JACKSONVILLE LLC	1108	ORANGE BRANCH	TRL	45	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0460	MATTAMY JACKSONVILLE LLC	48	VERDURE	ST	46	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000704-0470	MATTAMY JACKSONVILLE LLC	36	VERDURE	ST	47	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0480	MATTAMY JACKSONVILLE LLC	26	VERDURE	ST	48	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0490	MATTAMY JACKSONVILLE LLC	16	VERDURE	ST	49	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000704-0500	MATTAMY JACKSONVILLE LLC	49	VERDURE	ST	50	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0510	MATTAMY JACKSONVILLE LLC	41	VERDURE	ST	51	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0520	MATTAMY JACKSONVILLE LLC	33	VERDURE	ST	52	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0530	MATTAMY JACKSONVILLE LLC	23	VERDURE	ST	53	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0540	MATTAMY JACKSONVILLE LLC	13	VERDURE	ST	54	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0550	MATTAMY JACKSONVILLE LLC	104	FOOTBRIDGE	RD	55	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0560	MATTAMY JACKSONVILLE LLC	92	FOOTBRIDGE	RD	56	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0570	MATTAMY JACKSONVILLE LLC	84	FOOTBRIDGE	RD	57	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0580	MATTAMY JACKSONVILLE LLC	74	FOOTBRIDGE	RD	58	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0590	MATTAMY JACKSONVILLE LLC	66	FOOTBRIDGE	RD	59	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0600	MATTAMY JACKSONVILLE LLC	56	FOOTBRIDGE	RD	60	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0610	MATTAMY JACKSONVILLE LLC	44	FOOTBRIDGE	RD	61	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000704-0620	MATTAMY JACKSONVILLE LLC	1200	ORANGE BRANCH	TRL	62	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000704-0630	MATTAMY JACKSONVILLE LLC	1214	ORANGE BRANCH	TRL	63	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000704-0640	MATTAMY JACKSONVILLE LLC	1230	ORANGE BRANCH	TRL	64	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93

Account #	Current Owner	ST #	STREET	ST SUFF	LOT #	LOT SIZE	CURRENT BALANCE SERIES 2008A DEBT	2008A CURRENT ASMT NET	2008A CURRENT ASMT GROSS	SERIES 2018 PAR DEBT	SERIES 2018 DEBT ASMT NET	SERIES 2018 DEBT ASMT Gross	DECREASE IN SERIES 2018 DEBT ASMT NET	DECREASE IN SERIES 2018 DEBT ASMT Gross
000704-0650	MATTAMY JACKSONVILLE LLC	1254	ORANGE BRANCH	TRL	65	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0660	MATTAMY JACKSONVILLE LLC	1282	ORANGE BRANCH	TRL	66	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000704-0670	MATTAMY JACKSONVILLE LLC	1306	ORANGE BRANCH	TRL	67	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000706-0890	BRUSOSKI JEFFREY M,LORI F	12	OLIVETTE	ST	89	60'	11,394.04	1,068.75	1,136.94	11,953.34	910.67	968.77	158.08	168.17
000706-0900	BLACK JOHN	26	OLIVETTE	ST	90	60'	11,485.11	1,077.30	1,146.03	12,048.90	917.95	976.52	159.35	169.51
000706-0910	HUMPHREYS EARL L	38	OLIVETTE	ST	91	60'	11,485.11	1,077.30	1,146.03	12,048.90	917.95	976.52	159.35	169.51
000706-0920	PAGE JUSTIN,AMBER	50	OLIVETTE	ST	92	60'	11,394.04	1,068.75	1,136.94	11,953.34	910.67	968.77	158.08	168.17
000706-0930	JIA WENLING ETAL	62	OLIVETTE	ST	93	60'	11,485.11	1,077.30	1,146.03	12,048.90	917.95	976.52	159.35	169.51
000706-0940	HARDY PAMELA LEE	76	OLIVETTE	ST	94	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-0950	GAROFOLLO JOSEPH,LAUREL	86	OLIVETTE	ST	95	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-0960	HAGANS MILDRED E	112	OLIVETTE	ST	96	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-0970	LUECKERT KELLI,CHRISTIAN T	120	OLIVETTE	ST	97	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-0980	DEGRAW DAVID,CYNTHIA	134	OLIVETTE	ST	98	60'	11,394.04	1,068.75	1,136.94	11,953.34	910.67	968.77	158.08	168.17
000706-0990	PABST REASA E,RICHARD A	164	OLIVETTE	ST	99	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-1000	SHARP RAYMOND S,LINDA L	172	OLIVETTE	ST	100	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-1010	ZIMMER DANIEL G,MELISSA J	184	OLIVETTE	ST	101	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-1020	FOSTER TIMOTHY,VALERIE	196	OLIVETTE	ST	102	60'	11,394.04	1,068.75	1,136.94	11,953.34	910.67	968.77	158.08	168.17
000706-1030	RICCIARDELLI JOSEPH,DONNA L	208	OLIVETTE	ST	103	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-1040	BELL ROBERT III,SAVANNAH K	220	OLIVETTE	ST	104	60'	11,394.04	1,068.75	1,136.94	11,953.34	910.67	968.77	158.08	168.17
000706-1050	MERRILL ROBERT J,LORI J	230	OLIVETTE	ST	105	60'	-	-	-	-	-	0.00	0.00	0.00
000706-1060	O'SHELL SHAWN E,MALISSA A	0	** CONFIDENTIAL **	**	106	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-1070	MC INTYRE AHMED M,MARY	250	OLIVETTE	ST	107	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-1080	VAN TASSEL GARY WINTHROP II ETAL	262	OLIVETTE	ST	108	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-1090	YOURKOVICH JOHN M,HOLLY A	272	OLIVETTE	ST	109	60'	11,394.04	1,068.75	1,136.94	11,953.34	910.67	968.77	158.08	168.17
000706-1100	CLARK CINDY L	38	THISTLEWOOD	DR	110	50'	9,434.88	884.99	941.45	9,898.03	754.09	802.20	130.90	139.25
000706-1110	GRUBER GEORGE LEWIS,SARAH ELIZABETH	30	THISTLEWOOD	DR	111	50'	9,383.59	880.18	936.34	9,844.31	749.99	797.84	130.19	138.50
000706-1120	BUTLER DAVID,AMANDA	22	THISTLEWOOD	DR	112	50'	9,383.59	880.18	936.34	9,844.31	749.99	797.84	130.19	138.50
000706-1130	DEFLORIO CHARLENE	14	THISTLEWOOD	DR	113	50'	9,434.88	884.99	941.45	9,898.03	754.09	802.20	130.90	139.25
000706-1140	WALLACE MICHAEL,LAURA	2092	ORANGE BRANCH	TRL	114	60'	11,394.04	1,068.75	1,136.94	11,953.34	910.67	968.77	158.08	168.17
000706-1150	BESTER FAMILY TRUST D: 9-26-2016	2084	ORANGE BRANCH	TRL	115	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-1160	LATHROP CHRISTOPHER,MARIANNE	231	OLIVETTE	ST	116	60'	11,394.04	1,068.75	1,136.94	11,953.34	910.67	968.77	158.08	168.17
000706-1170	SLOAN JASON,PATRICIA K	243	OLIVETTE	ST	117	60'	11,394.04	1,068.75	1,136.94	11,953.34	910.67	968.77	158.08	168.17
000706-1180	VALENTINO MARK A,KAIA F	259	OLIVETTE	ST	118	60'	-	-	-	-	-	0.00	0.00	0.00
000706-1190	KERAMATI MINA ETAL	410	WATERFRONT	DR	119	50'	9,434.88	884.99	941.45	9,898.03	754.09	802.20	130.90	139.25
000706-1200	SHARP PAUL J	420	WATERFRONT	DR	120	50'	9,383.59	880.18	936.34	9,844.31	749.99	797.84	130.19	138.50
000706-1210	PINTO MARK J JR,KELLY WOODARD	428	WATERFRONT	DR	121	50'	-	-	-	-	-	0.00	0.00	0.00
000706-1220	CANNAN CHRISTOPHER	438	WATERFRONT	DR	122	50'	9,478.99	889.13	945.86	9,944.40	757.62	805.95	131.52	139.91
000706-1230	KOERNER WILLIAM S,DEBORAH B	446	WATERFRONT	DR	123	50'	-	-	-	-	-	0.00	0.00	0.00
000706-1240	FRANCIS DAVID,SANDRA J	262	YEARLING	BLVD	124	50'	9,383.59	880.18	936.34	9,844.31	749.99	797.84	130.19	138.50
000706-1250	OATES CHARLES H,LINDA W	270	YEARLING	BLVD	125	50'	9,434.88	884.99	941.45	9,898.03	754.09	802.20	130.90	139.25

Account #	Current Owner	ST #	STREET	ST SUFF	LOT #	LOT SIZE	CURRENT BALANCE SERIES 2008A DEBT	2008A CURRENT ASMT NET	2008A CURRENT ASMT GROSS	SERIES 2018 PAR DEBT	SERIES 2018 DEBT ASMT NET	SERIES 2018 DEBT ASMT Gross	DECREASE IN SERIES 2018 DEBT ASMT NET	DECREASE IN SERIES 2018 DEBT ASMT Gross
000706-1260	BERTORELLO HILARY H,CRAIG R	276	YEARLING	BLVD	126	50'	9,434.88	884.99	941.45	9,898.03	754.09	802.20	130.90	139.25
000706-1270	JACKSON COLBY C,ROBIN M	284	YEARLING	BLVD	127	50'	9,434.88	884.99	941.45	9,898.03	754.09	802.20	130.90	139.25
000706-1280	ABEYTA DANIEL J	294	YEARLING	BLVD	128	50'	9,383.59	880.18	936.34	9,844.31	749.99	797.84	130.19	138.50
000706-1290	SOMMERS RONALD,GLORIA D	293	YEARLING	BLVD	129	50'	-	-	-	-	-	0.00	0.00	0.00
000706-1300	SAMUELS HAROLD DAVID,PAMELA E	285	YEARLING	BLVD	130	50'	9,383.59	880.18	936.34	9,844.31	749.99	797.84	130.19	138.50
000706-1310	WILLIAMS CHARLES L JR,LESLIE V	275	YEARLING	BLVD	131	50'	9,383.59	880.18	936.34	9,844.31	749.99	797.84	130.19	138.50
000706-1320	DICKLER BRYAN S,SHARON M	269	YEARLING	BLVD	132	50'	9,478.99	889.13	945.86	9,944.40	757.62	805.95	131.52	139.91
000706-1330	MURPHY WILLIAM J,BRITNEY M	261	YEARLING	BLVD	133	50'	9,478.99	889.13	945.86	9,944.40	757.62	805.95	131.52	139.91
000706-1340	STEPHENS VICKY R ***	20	WATERFRONT	DR	134	50'	-	-	-	-	-	0.00	0.00	0.00
000706-1350	CANNAN HEATHER L	28	WATERFRONT	DR	135	50'	9,383.59	880.18	936.34	9,844.31	749.99	797.84	130.19	138.50
000706-1360	BOWDEN BERT J,DEBORAH J	36	WATERFRONT	DR	136	50'	-	-	-	-	-	0.00	0.00	0.00
000706-1370	SELAK MARK A,MOLLY R	44	WATERFRONT	DR	137	50'	-	-	-	-	-	0.00	0.00	0.00
000706-1380	BILYEW RONALD J,KIM M	0	** CONFIDENTIAL **	**	138	50'	9,434.88	884.99	941.45	9,898.03	754.09	802.20	130.90	139.25
000706-1390	LE CALSEY CHERYL M,CHRISTOPHER R	82	WATERFRONT	DR	139	60'	11,443.24	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-1400	LEONARD THOMAS M III ETAL	92	WATERFRONT	DR	140	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1410	KENNY CHRISTOPHER K,COURTNEY L	108	WATERFRONT	DR	141	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1420	MILLER LESLIE L,PATRICIA A	122	WATERFRONT	DR	142	70'	-	-	-	-	-	0.00	0.00	0.00
000706-1430	LONG PARRIS C,JUDY D	142	WATERFRONT	DR	143	70'	12,462.75	1,169.00	1,243.58	13,074.51	996.09	1059.64	172.91	183.94
000706-1440	NUNEZ WILFREDO JR ETAL	166	WATERFRONT	DR	144	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1450	WALKER JOSEPH F,LAURA M	190	WATERFRONT	DR	145	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1460	FISHER DUANE K,LAUREN E	210	WATERFRONT	DR	146	70'	12,946.53	1,162.58	1,236.75	13,002.70	990.62	1053.82	171.96	182.93
000706-1470	MC LAIN MICHAEL L,NIKKI A	252	WATERFRONT	DR	147	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1480	MAINSAIL CAPITAL VENTURES LLC	276	WATERFRONT	DR	148	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000706-1490	KELSEY DANIEL C,DEBRA J	300	WATERFRONT	DR	149	70'	-	-	-	-	-	0.00	0.00	0.00
000706-1500	SZILAGYI JOINT REV LIVING TRUST	322	WATERFRONT	DR	150	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1510	WESTON GREGORY M,CHRISTINA H	342	WATERFRONT	DR	151	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1520	WARREN MARK C,COURTNEY C	356	WATERFRONT	DR	152	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1530	RAGLAND JOINT REVOCABLE LIVING TRUST	372	WATERFRONT	DR	153	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1540	RICKARD KENNETH L,KIMBERLY D	384	WATERFRONT	DR	154	60'	11,394.04	1,068.75	1,136.94	11,953.34	910.67	968.77	158.08	168.17
000706-1550	LE AN-KHUONG N,ANH	324	YEARLING	BLVD	155	60'	11,443.23	1,073.37	1,141.85	12,004.96	914.60	972.95	158.77	168.90
000706-1560	CLARK TRAVIS J,KIMBERLY A	338	YEARLING	BLVD	156	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1570	DERUITER WILLIAM T	350	YEARLING	BLVD	157	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1580	POUNDS JONATHAN,SAMANTHA	362	YEARLING	BLVD	158	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000706-1590	FELDNER ROGER,LISA	382	YEARLING	BLVD	159	70'	-	-	-	-	-	0.00	0.00	0.00
000706-1600	MORGAN JOHN,LORI J	385	YEARLING	BLVD	160	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1610	HUTTO DANIEL S,AMY B	363	YEARLING	BLVD	161	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1620	SOLOMONS SOLLIE S IV, SARA C	349	YEARLING	BLVD	162	70'	12,315.32	1,155.17	1,228.87	12,919.85	984.30	1047.10	170.87	181.77
000706-1630	FAGAN DANIEL F,MICHELLE E	339	YEARLING	BLVD	163	70'	-	-	-	-	-	0.00	0.00	0.00
000706-1640	LIPIRA FRANCIS W,MARY D	323	YEARLING	BLVD	164	60'	11,394.04	1,068.75	1,136.94	11,953.34	910.67	968.77	158.08	168.17
000707-0010	MATTAMY JACKSONVILLE LLC	81	LANDING	ST	1	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92

Account #	Current Owner	ST #	STREET	ST SUFF	LOT #	LOT SIZE	CURRENT BALANCE SERIES 2008A DEBT	2008A CURRENT ASMT NET	2008A CURRENT ASMT GROSS	SERIES 2018 PAR DEBT	SERIES 2018 DEBT ASMT NET	SERIES 2018 DEBT ASMT Gross	DECREASE IN SERIES 2018 DEBT ASMT NET	DECREASE IN SERIES 2018 DEBT ASMT Gross
000707-0020	CALDWELL CANDICE K,JEREMY S	77	LANDING	ST	2	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0030	SCHAUBLIN RANDY,CHRISTINA	73	LANDING	ST	3	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0040	BENNETT VIVIENNE	67	LANDING	ST	4	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0050	CHANCELLOR MICHAEL,CAITLIN	63	LANDING	ST	5	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0060	MATTAMY JACKSONVILLE LLC	59	LANDING	ST	6	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0070	MOLTISANTI DANIEL,LAURA	49	LANDING	ST	7	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0080	MOLTISANTI ROY R,PALMINA	41	LANDING	ST	8	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000707-0090	MATTAMY JACKSONVILLE LLC	33	LANDING	ST	9	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0100	MUNN GREGG,MEGAN	27	LANDING	ST	10	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000707-0110	EDWARDS MARISA,KILEY	21	LANDING	ST	11	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000707-0140	MATTAMY JACKSONVILLE LLC	126	PERDIDO	ST	14	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0150	MATTAMY JACKSONVILLE LLC	118	PERDIDO	ST	15	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0160	MATTAMY JACKSONVILLE LLC	104	PERDIDO	ST	16	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0170	MULVIHILL JOHN	90	PERDIDO	ST	17	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0180	MATTAMY JACKSONVILLE LLC	78	PERDIDO	ST	18	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0190	MATTAMY JACKSONVILLE LLC	72	PERDIDO	ST	19	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0200	MATTAMY JACKSONVILLE LLC	66	PERDIDO	ST	20	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0210	MATTAMY JACKSONVILLE LLC	60	PERDIDO	ST	21	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0220	MATTAMY JACKSONVILLE LLC	48	PERDIDO	ST	22	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0230	MATTAMY JACKSONVILLE LLC	38	PERDIDO	ST	23	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0240	MATTAMY JACKSONVILLE LLC	26	PERDIDO	ST	24	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0250	PENNELL GRADY J,PATRICIA ANN	16	PERDIDO	ST	25	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-0260	MC NABB WILLIAM GRADY,KIMBERLY A	11	PERDIDO	ST	26	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0270	DANIEL CAROLUS,ERIN	15	PERDIDO	ST	27	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0280	YORTON TROY,ELIZABETH	25	PERDIDO	ST	28	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0290	MOORE CHAD,SANDRA	33	PERDIDO	ST	29	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0300	MASON LAURA	41	PERDIDO	ST	30	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0310	HODGES BRANDON ,LINDSAY	51	PERDIDO	ST	31	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0320	IVANKOW DEBORAH LYNN ET AL	83	PERDIDO	ST	32	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0330	DINO JULIE,RICHARD	109	EDISTO	PL	33	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0340	COCHRAN DAVID,NITZA	119	EDISTO	PL	34	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0350	WRIGHT MITCHELL,HEATHER LAUREN	129	EDISTO	PL	35	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0360	SHELTON RANDI JO	141	EDISTO	PL	36	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0370	REEVES CHRISTOPHER, SANDRA	149	EDISTO	PL	37	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0380	NACIONALES JAY J,ANNA M	0	** CONFIDENTIAL **	**	38	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0390	SARRIA FREDY ETAL	169	EDISTO	PL	39	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0400	THOMAS JASON	177	EDISTO	PL	40	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0410	LOGRASSO JOSEPH D,KATHERINE	178	EDISTO	PL	41	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0420	LOUIE DAVID SCOTT,JAZMIN A	174	EDISTO	PL	42	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0430	HUBBARD JOSEPH,PAULA	164	EDISTO	PL	43	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84

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000707-0440	GRIPON RAYNALDO,SUZANNE	152	EDISTO	PL	44	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0450	WITTMANN MICHAEL,EMILY	142	EDISTO	PL	45	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0460	WALKER JON,AMBER	132	EDISTO	PL	46	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0470	MANNO ANNALISSE P	122	EDISTO	PL	47	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0480	HARTJES TONJA M REV LIVING TRUST D: 7-9	110	EDISTO	PL	48	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0490	SCOTT PATRICK HOLLAND,CATHRYN M	113	COOSAW	CT	49	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0500	EVANS STEPHANIE,JASON E	125	COOSAW	CT	50	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0510	CRAWFORD BRIAN,PATRICIA MICHELE	135	COOSAW	CT	51	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0520	BELCIK PAUL,NATALIE	145	COOSAW	CT	52	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0530	MIHALYI ZOLTAN	157	COOSAW	CT	53	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0540	GREENLEE LANCIE S ETAL	171	COOSAW	CT	54	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0550	SMITH JASON ,TYTINA	181	COOSAW	CT	55	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0560	BURNS MAC,KELLEY	187	COOSAW	CT	56	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0570	LINDGREN DANIEL	191	COOSAW	CT	57	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0580	COOLEY HEATHER,RUSSELL	192	COOSAW	CT	58	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0590	LOPEZ STACEY,CRISTOBAL	182	COOSAW	CT	59	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0600	MAZZEO BRITTANY JEANETTE,TONY	174	COOSAW	CT	60	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0610	NIXON JOSHUA,ANGELA	164	COOSAW	CT	61	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0620	JACOBSON CARL ANDREW,DANIELLE MARIE	156	COOSAW	CT	62	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0630	WILLIAMSON AARON,MEGAN	148	COOSAW	CT	63	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0640	RAPP CODY,APRIL	138	COOSAW	CT	64	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0650	GOEHRING TYLER,CHRISTINE	128	COOSAW	CT	65	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0660	TARANTOLA GREGORY,CHERYL	120	COOSAW	CT	66	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0670	MAYNARD BRADLEY ETAL	110	COOSAW	CT	67	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0680	LOFTUS BRAIN, LUCY	111	SAPELO	PL	68	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0690	MANNING WILLIAM CALVIN,NANCY GAYE	121	SAPELO	PL	69	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0700	WALKER STEVE L,GALE L	131	SAPELO	PL	70	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0710	JEGES ZSOLT	145	SAPELO	PL	71	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0720	LORE JAMES,LINDSEY	159	SAPELO	PL	72	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0730	MCINTOSH PATTI JO,TRACY	171	SAPELO	PL	73	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0740	JEWETT BENJAMIN,LINA	185	SAPELO	PL	74	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0750	LUGO SARAI ETAL	197	SAPELO	PL	75	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0760	CHIN DAVID KIM SING,INGRID MEALY	203	SAPELO	PL	76	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0770	PHILLIPS JAMES EDWARD,MELINDA SUSAN	207	SAPELO	PL	77	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0780	MC WILLIAMS AARON M,ASHLEY A	204	SAPELO	PL	78	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0790	AYERS ROBERT, BRIDGET L	192	SAPELO	PL	79	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0800	SLACK RITA,KEVIN	182	SAPELO	PL	80	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0810	TURNER MATTHEW,BRITTANY	0	** CONFIDENTIAL **	**	81	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0820	VOGEL NICHOLAS,JESSICA	166	SAPELO	PL	82	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0830	BEASLEY JAMES,KIMBERLY	156	SAPELO	PL	83	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84

Account #	Current Owner	ST #	STREET	ST SUFF	LOT #	LOT SIZE	CURRENT BALANCE SERIES 2008A DEBT	2008A CURRENT ASMT NET	2008A CURRENT ASMT GROSS	SERIES 2018 PAR DEBT	SERIES 2018 DEBT ASMT NET	SERIES 2018 DEBT ASMT Gross	DECREASE IN SERIES 2018 DEBT ASMT NET	DECREASE IN SERIES 2018 DEBT ASMT Gross
000707-0840	JAMES DAVID ETAL	146	SAPELO	PL	84	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0850	REESE MATTHEW,LAUREN	138	SAPELO	PL	85	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0860	TOELLE ANDREW,STEPHANIE	130	SAPELO	PL	86	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0870	GOSINANOND SUEBPONG,PRAP AISRI	120	SAPELO	PL	87	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0880	MATTAMY JACKSONVILLE LLC	110	SAPELO	PL	88	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0890	MCELROY THOMAS L,DEBRA L	111	BLACKWATER	WAY	89	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0900	CRAIG BRIAN,JOURDAN	125	BLACKWATER	WAY	90	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0910	BUTCH BRIAN,RITA	141	BLACKWATER	WAY	91	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0920	GAZIC MIRNES,MELISSA	153	BLACKWATER	WAY	92	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0930	RELYEA JOSEPH,LAUREN	163	BLACKWATER	WAY	93	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0940	URIARTE ALEKSANDRA,RODRIQUE	173	BLACKWATER	WAY	94	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0950	BRISSEY IAN,AGNIESZKA	181	BLACKWATER	WAY	95	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0960	COOK GARRETT,BRITTIAN Y F	191	BLACKWATER	WAY	96	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0970	GIVENS ALAN,HEIDI	201	BLACKWATER	WAY	97	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0980	SWAIM BYRON ETAL	211	BLACKWATER	WAY	98	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-0990	MALDONADO ANTHONY,ANNE MARIE	215	BLACKWATER	WAY	99	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1000	HLADUN PAUL,CHRISTINA	216	BLACKWATER	WAY	100	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1010	KENNEDY JAMES WEST,MELISSA RAY	0	** CONFIDENTIAL **	**	101	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1020	FARRELL AMBER D,JONATHAN M	188	BLACKWATER	WAY	102	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1030	VERNON DEBORAH,DAVID	178	BLACKWATER	WAY	103	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1040	BOWEN AMY,KYLE	170	BLACKWATER	WAY	104	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1050	WALDRON WILLIAM G,KIM E	160	BLACKWATER	WAY	105	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1060	BERRY MARTHA	150	BLACKWATER	WAY	106	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1070	SIMP KINS JAIME LYN, WILLIAM JEREMY	140	BLACKWATER	WAY	107	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1080	AQUILINA EDWARD J,MARIANN	130	BLACKWATER	WAY	108	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1090	LOPEZ JIMENEZ MANUEL JOSE ETAL	122	BLACKWATER	WAY	109	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1100	HODGE JOSHUA,SEASON	110	BLACKWATER	WAY	110	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1110	WAYNE ROBERT JR,SIMONE	115	CHIPOLA	TRCE	111	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1120	YOST GRANT,KELLIE	125	CHIPOLA	TRCE	112	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1130	PATTERSON ZACHARY ETAL	139	CHIPOLA	TRCE	113	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1140	SIMPSON JERRY,JUNETTA	153	CHIPOLA	TRCE	114	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1150	SCHLUMBOHM GRETCHEN ALLISON,ERIC M.	165	CHIPOLA	TRCE	115	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1160	BARGMANN NICHOLAS,KRISTEN	175	CHIPOLA	TRCE	116	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1170	SINQUEFIELD ROBERT,CHRISTEN	185	CHIPOLA	TRCE	117	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1180	ROBERSON WILLIAM JR,SHERYL	191	CHIPOLA	TRCE	118	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1190	SERLIN LEONARD,CAROL M	197	CHIPOLA	TRCE	119	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1200	HOWARD LEIGH ANN ETAL	201	CHIPOLA	TRCE	120	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1210	ANDERSON ROBIN M,IAN D	207	CHIPOLA	TRCE	121	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1220	ADAMS PETER,MICHELLE	215	CHIPOLA	TRCE	122	50'	13,156.68	1,219.19	1,296.97	13,635.83	1,038.85	1105.13	180.34	191.84
000707-1230	MATTAMY JACKSONVILLE LLC	370	PERDIDO	ST	123	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92

Account #	Current Owner	ST #	STREET	ST SUFF	LOT #	LOT SIZE	CURRENT BALANCE SERIES 2008A DEBT	2008A CURRENT ASMT NET	2008A CURRENT ASMT GROSS	SERIES 2018 PAR DEBT	SERIES 2018 DEBT ASMT NET	SERIES 2018 DEBT ASMT Gross	DECREASE IN SERIES 2018 DEBT ASMT NET	DECREASE IN SERIES 2018 DEBT ASMT Gross
000707-1240	MATTAMY JACKSONVILLE LLC	366	PERDIDO	ST	124	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-1250	MATTAMY JACKSONVILLE LLC	352	PERDIDO	ST	125	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-1260	OLYNICK JOHN,BARBARA	340	PERDIDO	ST	126	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-1270	MATTAMY JACKSONVILLE LLC	310	PERDIDO	ST	127	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-1280	MATTAMY JACKSONVILLE LLC	292	PERDIDO	ST	128	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-1290	MATTAMY JACKSONVILLE LLC	276	PERDIDO	ST	129	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-1300	MATTAMY JACKSONVILLE LLC	258	PERDIDO	ST	130	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-1310	FERET RICHARD,LISA	200	PERDIDO	ST	131	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-1320	MATTAMY JACKSONVILLE LLC	178	PERDIDO	ST	132	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-1330	MATTAMY JACKSONVILLE LLC	154	PERDIDO	ST	133	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000707-1340	MATTAMY JACKSONVILLE LLC	140	PERDIDO	ST	134	60'	15,082.47	1,397.64	1,486.81	15,631.73	1,190.91	1266.89	206.73	219.92
000708-0010	COARSEY DAVID,CATHLEEN	1441	ORANGE BRANCH	TRL	1	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0020	STEELE BRANDON,KATHERINE	1469	ORANGE BRANCH	TRL	2	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0030	MATTAMY JACKSONVILLE LLC	1491	ORANGE BRANCH	TRL	3	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0040	BOHNS EDWIN,MAUREEN	1507	ORANGE BRANCH	TRL	4	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0050	PIZZOFERRATO MARY ANN ETAL	1519	ORANGE BRANCH	TRL	5	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0060	MATTAMY JACKSONVILLE LLC	1531	ORANGE BRANCH	TRL	6	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0070	MARKS GEOFF ETAL	1545	ORANGE BRANCH	TRL	7	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0080	SOLES SHANE ETAL	1559	ORANGE BRANCH	TRL	8	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0090	MATTAMY JACKSONVILLE LLC	1571	ORANGE BRANCH	TRL	9	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0100	MATTAMY JACKSONVILLE LLC	1583	ORANGE BRANCH	TRL	10	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0110	MATTAMY JACKSONVILLE LLC	1595	ORANGE BRANCH	TRL	11	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0120	MATTAMY JACKSONVILLE LLC	1609	ORANGE BRANCH	TRL	12	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0130	MATTAMY JACKSONVILLE LLC	1623	ORANGE BRANCH	TRL	13	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0140	MATTAMY JACKSONVILLE LLC	1637	ORANGE BRANCH	TRL	14	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0150	GRUBER GEORGE,ELIZABETH	1649	ORANGE BRANCH	TRL	15	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0160	MATTAMY JACKSONVILLE LLC	1665	ORANGE BRANCH	TRL	16	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0170	MATTAMY JACKSONVILLE LLC	1616	ORANGE BRANCH	TRL	17	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000708-0180	MATTAMY JACKSONVILLE LLC	1632	ORANGE BRANCH	TRL	18	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000708-0190	MATTAMY JACKSONVILLE LLC	1648	ORANGE BRANCH	TRL	19	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000708-0200	MATTAMY JACKSONVILLE LLC	1664	ORANGE BRANCH	TRL	20	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0210	WOLFRAM SCOTT D,ANN-MARIE C	53	RAWLINGS	DR	21	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000708-0220	ANTONETTI FERNANDO,LIZETH	63	RAWLINGS	DR	22	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000708-0230	MATTAMY JACKSONVILLE LLC	75	RAWLINGS	DR	23	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0240	MATTAMY JACKSONVILLE LLC	91	RAWLINGS	DR	24	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0250	COMMONS JOHN A,TRACI	105	RAWLINGS	DR	25	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0260	MATTAMY JACKSONVILLE LLC	26	CHERRY LAUREL	PL	26	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0270	TANDRON HENRY,VIRGINIA	147	RAWLINGS	DR	27	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0280	MATTAMY JACKSONVILLE LLC	177	RAWLINGS	DR	28	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0290	MATTAMY JACKSONVILLE LLC	203	RAWLINGS	DR	29	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50

Account #	Current Owner	ST #	STREET	ST SUFF	LOT #	LOT SIZE	CURRENT BALANCE SERIES 2008A DEBT	2008A CURRENT ASMT NET	2008A CURRENT ASMT GROSS	SERIES 2018 PAR DEBT	SERIES 2018 DEBT ASMT NET	SERIES 2018 DEBT ASMT Gross	DECREASE IN SERIES 2018 DEBT ASMT NET	DECREASE IN SERIES 2018 DEBT ASMT Gross
000708-0300	MAVRAJ KALTRINA	227	RAWLINGS	DR	30	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0310	MATTAMY JACKSONVILLE LLC	241	RAWLINGS	DR	31	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0320	MATTAMY JACKSONVILLE LLC	273	RAWLINGS	DR	32	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0330	MATTAMY JACKSONVILLE LLC	287	RAWLINGS	DR	33	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0340	MATTAMY JACKSONVILLE LLC	305	RAWLINGS	DR	34	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0350	MATTAMY JACKSONVILLE LLC	353	RAWLINGS	DR	35	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0360	DESULME DIEUNEL,ELVITA	371	RAWLINGS	DR	36	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0370	PERRY JAMES ETAL	385	RAWLINGS	DR	37	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0380	MATTAMY JACKSONVILLE LLC	88	CHERRY LAUREL	PL	38	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0390	MATTAMY JACKSONVILLE LLC	68	CHERRY LAUREL	PL	39	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0400	WILLIAMS EDWARD,ELIZABETH	54	CHERRY LAUREL	PL	40	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000708-0410	MATTAMY JACKSONVILLE LLC	44	CHERRY LAUREL	PL	41	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
000708-0420	MATTAMY JACKSONVILLE LLC	69	CHERRY LAUREL	PL	42	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0430	MATTAMY JACKSONVILLE LLC	85	CHERRY LAUREL	PL	43	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0440	LEWIS AMY	99	CHERRY LAUREL	PL	44	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0450	MATTAMY JACKSONVILLE LLC	115	CHERRY LAUREL	PL	45	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0460	BANTUM ROBERT M,MELISSA	133	CHERRY LAUREL	PL	46	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0470	MATTAMY JACKSONVILLE LLC	39	SECRET RIVER	PL	47	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0480	MATTAMY JACKSONVILLE LLC	47	SECRET RIVER	PL	48	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0490	MATTAMY JACKSONVILLE LLC	55	SECRET RIVER	PL	49	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0500	GRAHAM DANIEL,SARAH	61	SECRET RIVER	PL	50	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0510	MCMANUS JEAN P, NORMAN	67	SECRET RIVER	PL	51	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0520	STARKEY RYAN,MONA R	83	SECRET RIVER	PL	52	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0530	GEOGHAGAN SHANE,EMILY	63	NARROWLEAF	DR	53	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0540	MATTAMY JACKSONVILLE LLC	73	NARROWLEAF	DR	54	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0550	ANDERSON TANIS	91	NARROWLEAF	DR	55	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0560	RINGDAHL JONATHAN DWIGHT,KARINA M	109	NARROWLEAF	DR	56	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0570	BENSON RICKY,ELLEN	121	NARROWLEAF	DR	57	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0580	DUNCAN ABRAHAM,JENNIFER	135	NARROWLEAF	DR	58	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0590	CALLIGAN GENE RIES III,LUZ MILAGRO	147	NARROWLEAF	DR	59	70'	18,071.27	1,674.60	1,781.44	18,729.35	1,426.90	1517.94	247.70	263.50
000708-0600	MATTAMY JACKSONVILLE LLC	159	NARROWLEAF	DR	60	80'	20,089.53	1,861.63	1,980.40	20,821.14	1,586.27	1687.47	275.36	292.93
TOTAL PLATTED TAX ROLL LOTS							6,224,999.37	577,591.72	614,442.07	6,460,000.00	492,157.51	523,557.16	85,434.21	90,884.91

B.

RESOLUTION NO. 2018-15

A RESOLUTION DELEGATING TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT THE AUTHORITY TO APPROVE THE SALE, ISSUANCE AND TERMS OF SALE OF RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2018A-1 (SENIOR LIEN) AND RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2018A-2 (SUBORDINATE LIEN), AS A SINGLE SERIES OF BONDS UNDER THE MASTER TRUST INDENTURE (COLLECTIVELY, THE "BONDS") IN ORDER TO CURRENTLY REFUND AND REDEEM ALL OF THE OUTSTANDING PRINCIPAL AMOUNT OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2008A (THE "REFUNDED BONDS"); ESTABLISHING THE MAXIMUM INTEREST RATES, MAXIMUM MATURITY DATE, AND REDEMPTION PROVISIONS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE CHAIRMAN TO ACCEPT THE BOND PURCHASE CONTRACT FOR SAID BONDS; APPROVING THE FORM OF FIFTH SUPPLEMENTAL TRUST INDENTURE AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF BY CERTAIN OFFICIALS AND OFFICERS OF RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT; APPROVING THE FORM OF AND AUTHORIZING THE USE OF THE PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT; APPROVING THE FORM OF CONTINUING DISCLOSURE AGREEMENT RELATING TO SAID BONDS; APPROVING THE FORM OF THE ESCROW DEPOSIT AGREEMENT; AUTHORIZING THE VICE CHAIRMAN AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIRMAN OR THE SECRETARY AS THE CASE MAY BE; AUTHORIZING CERTAIN OFFICIALS OF RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID BONDS; AUTHORIZING CERTAIN OFFICIALS OF RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE REFUNDING OF THE REFUNDED BONDS; SPECIFYING THE APPLICATION OF THE PROCEEDS OF SAID BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Rivers Edge Community Development District (the "Board" and the "District," respectively) has determined to proceed at this time with the sale and issuance of the Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien) and Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien) (collectively, the "Bonds") to be issued under and pursuant to a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), from Main Street Community Development District ("Main Street") to U.S. Bank National Association, with its designated corporate trust office located in Orlando, Florida, as trustee (the "Trustee"), as assumed by the District pursuant to that certain Merger Agreement dated as of July 1, 2010, between Main Street and the District and that certain Assumption Agreement dated as of September 6, 2011, between the District and the Trustee, as amended and supplemented by a Fifth Supplemental Trust Indenture, to be dated as of September 1, 2018 (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), from the District to the Trustee, in order to currently refund and redeem all of the Outstanding principal amount of the District's Capital Improvement Revenue Bonds, Series 2008A (the "Refunded Bonds");

WHEREAS, the Board has determined that in order to achieve debt service savings, it is advisable at this time to proceed with the current refunding and redemption of all of the Refunded Bonds and that given the nature of the market, the necessity for moving rapidly and the nature of the security for the Bonds, that it is necessary and desirable for the Bonds to be sold by negotiated sale rather than competitive bid; and

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

WHEREAS, in conjunction with the sale and issuance of the Bonds it is necessary to approve the form of Supplemental Indenture; to establish the parameters for the delegated award of the Bonds as set forth in Schedule I attached hereto (the "Parameters"); to authorize the Chairman to approve the use of the Preliminary Official Statement relating to the Bonds and the form of the final Official Statement; to approve forms of the Bonds; and to provide for various other matters with respect to the Bonds and the refunding of the Refunded Bonds;

NOW, THEREFORE,

BE IT RESOLVED that:

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

2. Award. The Purchase Contract in the form attached hereto as Exhibit "A" is hereby approved in substantial form and the sale of the Bonds to the Underwriter upon the terms and conditions therein set forth, but within the Parameters, is hereby approved. The Chairman and the Secretary are hereby authorized and directed to execute and deliver the Purchase Contract on behalf of the District, with such changes, additions, deletions and insertions as shall be approved by the official executing such Purchase Contract, which approval shall be conclusively evidenced by the execution and delivery thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Purchase Contract, which, when executed and delivered by the District and the Underwriter, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms. The Chairman and the Secretary are hereby authorized and directed to execute, by manual or facsimile signature, seal or cause a facsimile seal to be impressed thereon, and deliver or cause to be delivered to the Trustee, the Bonds for authentication and then to deliver or cause to be delivered the Bonds to or upon the order of the Underwriter, upon payment by the Underwriter of the purchase price thereof.

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

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

5. Description of Bonds. The Bonds shall be dated as of their date of delivery and may be issued in one or more Series having such details as shall be set forth in the Purchase Contract and as reflected in the Supplemental Indenture, but within the Parameters. The Bonds may be signed by the manual or facsimile signature of the Chairman and initially countersigned by the manual or facsimile signature of the Secretary. The Bonds shall, subject to the Parameters, be in the forms and subject to redemption on the terms, at the times and prices and in the manner provided in the Purchase Contract and in the forms of Bonds attached to the Supplemental Indenture, which forms are hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman and the Secretary, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Bonds and the Chairman is hereby authorized to deliver to the Trustee for authentication and delivery to the Underwriter the Bonds which, when executed and delivered by the Trustee, shall be the legal, valid and binding obligations of the District, enforceable in accordance with their terms.

6. Preliminary Official Statement and Official Statement; Continuing Disclosure Agreement. The Chairman is hereby authorized to approve the form and content of the Preliminary Official Statement (the form of which is attached hereto as Exhibit "C," the "Preliminary Official Statement") with such changes, additions, deletions and insertions as shall be approved by the Chairman prior to its distribution and the final form of which is to be dated the date of execution and delivery of the Purchase Contract (the "Official Statement") relating to the Bonds. The Chairman and the Secretary are hereby authorized to execute on behalf of the District such Official Statement with such changes, additions, deletions and insertions thereto as such officers may approve (such approval to be conclusively evidenced by their execution of said Official Statement), and to deliver such Official Statement to the Underwriter in sufficient quantities for use by the Underwriter in marketing the Bonds. The Chairman is hereby authorized to deem "final" the Preliminary Official Statement, as of its date, for the purposes and within the meaning of Section 240.15c2-12 Code of Federal Regulations (the "SEC Rule") (except for information concerning the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings or other terms dependent upon such matters, and except for such technical and conforming changes which shall be approved by an Authorized Officer which approval shall be evidenced by the execution thereof).

The Continuing Disclosure Agreement relating to the Bonds in the form attached hereto as Exhibit "D" is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman and the Secretary, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Continuing

Disclosure Agreement, which, when executed and delivered by the District, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

7. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Florida Statutes, Section 286.011.

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

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

9. Deposits to Funds and Accounts; Escrow Deposit Agreement. The Trustee is hereby authorized and directed to apply the proceeds of the Bonds in the amounts and in the manner set forth in Section 402 of the Supplemental Indenture. Amounts on deposit in the Funds and Accounts for the Refunded Bonds shall be applied as directed by the Chairman in a certificate directed to the Trustee and delivered at the closing on the Bonds, subject to the approval of Bond Counsel.

The Escrow Deposit Agreement (the "Escrow Deposit Agreement"), between the District and the Trustee, in its capacity as Escrow Agent, relating to the Refunded Bonds shall be in the form attached hereto as Exhibit "E," subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Escrow

Deposit Agreement, which, when executed and delivered by the District, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

10. Refunding of the Refunded Bonds and Execution and Delivery of Other Instruments. The Board hereby authorizes and approves the refunding of the Refunded Bonds. The Board hereby authorizes the Chairman and the Secretary to execute and deliver, receive or enter into such agreements, contracts, documents, instruments, certificates and proceedings incident thereto or necessary in order to effect the refunding of the Refunded Bonds and the issuance, sale and delivery of the Bonds. The execution and delivery of the DTC Letter of Representation by the District Manager on behalf of the District is hereby ratified and confirmed.

The Chairman is hereby authorized and directed to appoint Causey, Demgen & Moore, P.C. as verification agent if required in connection with the transactions contemplated hereby.

11. Approval of Prior Actions. All actions taken to date by the members of the Board and the District Officers, agents and consultants of the District in furtherance of the issuance of the Bonds, including but not limited to the acceptance of the Municipal Bond Insurance Commitment and the Municipal Bond Debt Service Reserve Insurance Commitment, each issued by Assured Guaranty Municipal Corp., are hereby approved, confirmed and ratified.

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

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

[Remainder of Page Intentionally Left Blank]

PASSED in Public Session of the Board of Supervisors of Rivers Edge Community Development District, this 22nd day of August, 2018.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary

Chairman/Vice Chairman, Board of Supervisors

SCHEDULE I PARAMETERS

Not to Exceed Principal Amount: \$6,460,000, to be allocated between Series based upon market conditions

Minimum Annual Debt
Service Reduction: 10%

Maximum Maturity Date: May 1, 2038

Maximum Underwriter's Discount: 1.5%

Redemption Provisions: The Bonds shall be subject to redemption as set forth in the forms of Bonds attached to the form of Supplemental Indenture attached hereto. The Bonds shall be subject to optional redemption no later than May 1, 2030 at the redemption price of no greater than 100% of par plus accrued interest to the date of redemption.

1.

FIFTH SUPPLEMENTAL TRUST INDENTURE

**RIVERS EDGE
COMMUNITY DEVELOPMENT DISTRICT**

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

September 1, 2018

TABLE OF CONTENTS

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

ARTICLE I DEFINITIONS

Section 101.	Definitions.....	6
--------------	------------------	---

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2018A BONDS

Section 201.	Authorization of Series 2018A Bonds; Book-Entry Only Form	11
Section 202.	Terms	12
Section 203.	Dating and Interest Accrual	13
Section 204.	Denominations.....	13
Section 205.	Paying Agent	13
Section 206.	Bond Registrar.....	14
Section 207.	Conditions Precedent to Issuance of Series 2018A Bonds	14

ARTICLE III REDEMPTION OF SERIES 2018A BONDS

Section 301.	Bonds Subject to Redemption	14
Section 302.	Conditional Notice of Redemption	15

ARTICLE IV DEPOSIT OF SERIES 2018A BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

Section 401.	Establishment of Accounts.....	15
Section 402.	Use of Series 2018A Bond Proceeds	15
Section 403.	Series 2018A Costs of Issuance Account	16
Section 404.	Series 2018A-1 Reserve Account and Series 2018A-2 Reserve Account	17
Section 405.	Amortization Installments.....	19
Section 406.	Tax Covenants and Rebate Account.....	19
Section 407.	Establishment of Series 2018A Revenue Account in Revenue Fund; Application of Revenues and Investment Earnings.....	19

ARTICLE V
CONCERNING THE TRUSTEE

Section 501.	Acceptance by Trustee.....	24
Section 502.	Limitation of Trustee's Responsibility	24
Section 503.	Trustee's Duties	24
Section 504.	Extraordinary Fees and Expenses of Trustee.....	24

ARTICLE VI
LIMITATION ON ADDITIONAL BONDS

Section 601.	No Additional Bonds	24
--------------	---------------------------	----

ARTICLE VII
MISCELLANEOUS

Section 701.	Confirmation of Master Indenture	25
Section 702.	Continuing Disclosure Agreement	25
Section 703.	Additional Covenant Regarding Assessments	25
Section 704.	Limitations on Rights and Remedies of Owners of Series 2018A-2 Bonds	26
Section 705.	Amendments	27
Section 706.	Collection of Series 2018A Assessments	27
Section 707.	Requisite Owners for Direction or Consent	27
Section 708.	Additional Remedies	27
Section 709.	Foreclosing of Special Assessment Lien.....	28
Section 710.	Brokerage Statements.....	28
Section 711.	Patriot Act Requirements of the Trustee	28
Section 712.	Payment of Rebate Amount	29
Section 713.	Additional Provisions Relating to the Bond Insurance Policy and Reserve Policy	29
Section 714.	Counterparts.....	30

Exhibit A - Forms of Bonds
Exhibit B - Bond Insurance Policy Provisions
Exhibit C - Reserve Policy Provisions

FIFTH SUPPLEMENTAL TRUST INDENTURE

THIS FIFTH SUPPLEMENTAL TRUST INDENTURE (the "Fifth Supplemental Indenture") is dated as of September 1, 2018, from **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT** (the "District") to **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

WHEREAS, Main Street Community Development District ("Main Street") entered into a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture" and, together with this Fifth Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its Main Street Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution No. 2007-14, adopted by the Governing Body of Main Street on November 13, 2006, and Resolution No. 2007-12 adopted by the Governing Body of the District on November 13, 2006, Main Street and the District authorized the issuance, sale and delivery of not to exceed \$533,000,000 of Bonds, to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Circuit Court of St. Johns County, Florida on August 7, 2007, the appeal period for which has expired with no appeal having been taken; and

WHEREAS, the Governing Body of Main Street duly adopted Resolution No. 2007-20 on March 13, 2007, and the Governing Body of the District duly adopted Resolution No. 2007-17 on March 13, 2007, both providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Program"), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property, directing the preparation of an assessment roll, and stating the intent of Main Street to issue Bonds secured by such Assessments to finance the Costs of the acquisition, construction and installation of the Capital Improvement Program and the Governing Body of Main Street duly adopted Resolution No. 2007-22 on April 30, 2007, and the Governing Body of the District duly adopted Resolution No. 2007-20 on April 30, 2007, following public hearings conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

WHEREAS, pursuant to Resolution No. 2008-04, adopted by the Governing Body of Main Street on October 17, 2007, Main Street issued, sold and delivered its \$13,980,000 Main Street Community Development District Capital Improvement Revenue Bonds, Series 2008A (the "Series 2008A Bonds") and its \$19,350,000 Main Street Community Development District Capital Improvement Revenue Bonds, Series 2008B (the "Series 2008B Bonds" and, together with the Series 2008A Bonds, the "Series 2008 Bonds") as an issue of Bonds under the Master Indenture, and ratified and confirmed the Master Indenture and authorized the execution and delivery of a Second Supplemental Trust Indenture, dated as of March 1, 2008 (the "Second Supplemental Indenture"), from Main Street to the Trustee to secure the issuance of the Series 2008 Bonds and to set forth the terms of the Series 2008 Bonds; and

WHEREAS, Main Street applied the proceeds of the Series 2008 Bonds to: (i) finance the Cost of acquiring, constructing and equipping the Series 2008 Project (as defined in the Second Supplemental Indenture); (ii) pay certain costs associated with the issuance of the Series 2008 Bonds; (iii) make a deposit into the related Series Reserve Accounts for the benefit of all of the Series 2008 Bonds; and (iv) pay a portion of the interest to become due on the Series 2008 Bonds; and

WHEREAS, Main Street and the District entered into that certain Merger Agreement dated as of July 1, 2010 (the "Merger Agreement"), authorizing the merger of Main Street and the District, resulting in the merger of Main Street into and the survival of the District under the District's existing name, effective as of September 6, 2011; and pursuant to the terms of the Merger Agreement and that certain Assumption Agreement dated as of September 6, 2011, between the Trustee and the District (the "Assumption Agreement"), the District assumed all bond indebtedness of Main Street, including but not limited to all obligations of Main Street with respect to the Series 2008 Bonds; and

WHEREAS, the Series 2008 Bonds are payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2008 Project, which, together with the Series 2008 Pledged Funds and Accounts (as defined in the Second Supplemental Indenture) comprise the Series 2008 Trust Estate (as defined in the Second Supplemental Indenture), which constitutes a "Series Trust Estate" as each term is defined in the Master Indenture; and

WHEREAS, pursuant to Resolution No. 2016-12 adopted by the District on September 21, 2016, the District issued, sold and delivered its \$10,765,000 Rivers Edge Community Development District Capital Improvement Revenue and Refunding Bonds, Series 2016 (the "Series 2016 Bonds") as an issue of Bonds under the Master Indenture, and ratified and confirmed the Master Indenture and authorized the execution and delivery of a Third Supplemental Trust Indenture from District to the Trustee (the "Third Supplemental Indenture") to secure the

issuance of the Series 2016 Bonds and to set forth the terms of the Series 2016 Bonds; and

WHEREAS, the District applied the proceeds of the Series 2016 Bonds, together with other moneys of the District, to: (i) advance refund and defease a portion of the then Outstanding Series 2008A Bonds; (ii) finance the Cost of acquiring, constructing and equipping the Series 2016 Project (as defined in the Third Supplemental Indenture); (iii) fund the Series 2016 Reserve Account Requirement (as defined in the Third Supplemental Indenture); and (iv) pay the costs of issuance of the Series 2016 Bonds; and

WHEREAS, the remaining Series 2008A Bonds not refunded by the Series 2016 Bonds are currently Outstanding in the aggregate principal amount of \$6,225,000 (the Outstanding principal of such Series 2008A Bonds hereinafter referred to as the "Refunded Bonds") and the Series 2008B Bonds are no longer Outstanding; and

WHEREAS, the District has determined that under existing market conditions, it would be in the best financial interest of the District to currently refund and redeem all of the Refunded Bonds in order to achieve annual debt service savings and reduce the annual payments for Assessments securing the Bonds issued to refund the Refunded Bonds;

WHEREAS, the Governing Body of the District duly adopted Resolution No. 2018-11, on July 18, 2018, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Series 2018A Assessments (hereinafter defined) will be imposed and the manner in which such Series 2018A Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Series 2018A Assessments to finance or refinance, as the case may be, the Costs of the acquisition, construction and installation of the Capital Improvement Program, and the Governing Body of the District duly adopted Resolution No. 2018-[], on August 22, 2018, following a public hearing conducted in accordance with the Act, to fix and establish the Series 2018A Assessments and the benefited property, which Resolution will be supplemented by a supplemental assessment resolution conforming the Series 2018A Assessments to the final pricing of the Series 2018A Bonds (hereinafter defined); and

WHEREAS, pursuant to Resolution No. 2018-[], adopted by the Governing Body of the District on August 22, 2018, the District has authorized the issuance, sale and delivery of its \$[A-1 Amount] Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien) (the "Series 2018A-1 Bonds") and its \$[A-2 Amount] Rivers Edge Community

Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien) (the "Series 2018A-2 Bonds" and, collectively with the Series 2018A-1 Bonds, the "Series 2018A Bonds"), which are issued hereunder as one Series of Bonds under the Master Indenture, and has ratified and confirmed the Master Indenture and authorized the execution and delivery of this Fifth Supplemental Indenture to secure the issuance of the Series 2018A Bonds and to set forth the terms of the Series 2018A Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2018A Bonds, together with other funds of the District, to: (i) currently refund and redeem all of the Refunded Bonds; (ii) pay certain costs associated with the issuance of the Series 2018A Bonds, including the premium for the Bond Insurance Policy (hereinafter defined); (iii) pay a portion of the interest first coming due on the Series 2018A Bonds; and (iv) purchase the Reserve Policy (hereinafter defined) to be deposited to the Series 2018A-1 Reserve Account in partial satisfaction of the Series 2018A-1 Reserve Account Requirement, which shall be held solely for the benefit of all of the Series 2018A-1 Bonds, make a deposit into the Series 2018A-1 Reserve Account to be held solely for the benefit of all of the Series 2018A-1 Bonds, and make a deposit into the Series 2018A-2 Reserve Account to be held for the benefit of all of the Series 2018A Bonds, subject, however, to the first and prior lien of the Series 2018A-1 Bonds thereon; and

WHEREAS, the Series 2018A Bonds will be payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District with respect to property specially benefited by the Series 2008 Project (the "Series 2018A Assessments"), which, together with the Series 2018A Pledged Funds (hereinafter defined) will comprise the Series 2018A Trust Estate (hereinafter defined), which shall constitute a "Series Trust Estate" as each term is defined in the Master Indenture; and

WHEREAS, the execution and delivery of the Series 2018A Bonds and of this Fifth Supplemental Indenture have been duly authorized by the Governing Body of the District and all actions necessary to make the Series 2018A Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Fifth Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2018A Trust Estate have been done;

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

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2018A Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby

acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2018A Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and such other payments due under any Letter of Credit Agreement or Liquidity Agreement, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Fifth Supplemental Indenture and in the Series 2018A Bonds: (a) has executed and delivered this Fifth Supplemental Indenture; and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture the revenues derived by the District from the Series 2018A Assessments (the "Series 2018A Pledged Revenues") and the Funds and Accounts (except for the Series 2018A Rebate Account) established hereby (the "Series 2018A Pledged Funds") which shall comprise a part of the Trust Estate securing the Series 2018A Bonds (the "Series 2018A Trust Estate");

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

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture and herein provided with respect to the Series 2018A Bonds, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2018A Bonds issued or to be issued under and secured by this Fifth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2018A Bond over any other Series 2018A Bond by reason of priority in their issue, sale or execution;

PROVIDED HOWEVER, that the lien and pledge of the Series 2018A Trust Estate to the Series 2018A-2 Bonds shall as hereinafter provided be subordinate and inferior to the lien and pledge thereof to the Series 2018A-1 Bonds, including, but not limited to, the rights to payment and enforcement of rights and remedies hereunder and under the Master Indenture; and

PROVIDED FURTHER HOWEVER, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2018A Bonds or any Series 2018A Bond of a particular Series or maturity issued, secured and

Outstanding under this Fifth Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2018A Bonds and this Fifth Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Fifth Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee and the Insurer all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Fifth Supplemental Indenture, then upon such final payments, this Fifth Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2018A Bonds or any Series 2018A Bond of a particular Series or maturity, otherwise this Fifth Supplemental Indenture shall remain in full force and effect;

THIS FIFTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2018A Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Fifth Supplemental Indenture), including this Fifth Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners and the Insurer, from time to time, of the Series 2018A Bonds, as follows:

ARTICLE I DEFINITIONS

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

"Beneficial Owners" shall have the meaning given such term by DTC so long as it is the registered Owner through its nominee Cede & Co. of the Series 2018A Bonds as to which such reference is made to enable such Series 2018A Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

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

"Bond Insurance Policy" shall mean the Municipal Bond Insurance Policy issued by the Insurer with respect to the Series 2018A-1 Bonds, which shall constitute a Credit Facility, under and as defined in the Master Indenture.

"Bond Participant" shall mean any broker-dealer, bank or other financial institution from time to time for which the Bond Depository holds Bonds as securities depository.

"Delinquent Assessment Interest" shall mean Series 2018A Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2018A Assessment Interest has, or would have, become delinquent under State law or the Series 2018A Assessment Proceedings applicable thereto.

"Delinquent Assessment Principal" shall mean Series 2018A Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2018A Assessment Principal has, or would have, become delinquent under State law or the Series 2018A Assessment Proceedings applicable thereto.

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

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

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement between the District and the Trustee, as escrow agent, relating to the payment and redemption of the Refunded Bonds.

"Escrow Fund" shall mean the fund created and established to pay and redeem the Refunded Bonds pursuant to the Escrow Deposit Agreement.

"Foreclosure Proceeds" shall mean the proceeds in excess of the amount of Delinquent Assessments which at the time of receipt will be, or would have been, applied to pay current Debt Service on the Series 2018A Bonds collected by the District through a foreclosure proceeding resulting from the acceleration of all future installments of principal of Series 2018A Assessments on a foreclosed tax parcel.

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

"Insurer" shall mean, with respect to the Series 2018A-1 Bonds, Assured Guaranty Municipal Corp., a New York stock insurance company, or any successor thereto or assignee thereof.

"Interest Payment Date" shall mean each May 1 and November 1, commencing November 1, 2018.

"Late Payment Rate" means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then-applicable highest rate of interest on the Series 2018A-1 Bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) in principal amount of the Outstanding Series 2018A-1 Bonds; provided that if there are no Series 2018A-1 Bonds Outstanding, then the Beneficial Owners of more than fifty percent (50%) in principal amount of the Outstanding Series 2018A-2 Bonds.

"Methodology Report" shall mean the [Special Assessment Allocation Report], dated [_____], 2018, prepared by Governmental Management Services, LLC.

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

"On a pro rata basis" shall mean the Outstanding principal amount of each of the Series 2018A-1 Bonds and Series 2018A-2 Bonds, respectively, divided by the total Outstanding principal amount of the Series 2018A Bonds.

"Policy Costs" shall mean costs owed to the Insurer in connection with the repayment of draws under the Reserve Policy and payment of expenses and the interest accrued thereon at the Late Payment Rate.

"Redemption Date" shall mean an Interest Payment Date in the case of a partial redemption of Series 2018A Bonds, as applicable, or any date in the case of the redemption of all of the Outstanding Series 2018A Bonds, as applicable.

"Reserve Policy" shall mean the Municipal Bond Debt Service Reserve Insurance Policy issued by the Insurer, which shall constitute a Credit Facility, under and as defined in the Master Indenture, or any other insurance policy, surety bond or other evidence of insurance deposited to the credit of the Series 2018A-1 Reserve Account.

"S&P" shall mean S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC.

"Series 2018A Assessments" shall mean the Assessments imposed under the Series 2018A Assessment Proceedings.

"Series 2018A Assessment Interest" shall mean the interest on the Series 2018A Assessments which is pledged to the Series 2018A Bonds.

"Series 2018A Assessment Principal" shall mean the principal amount of Series 2018A Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2018A Bonds, other than applicable Delinquent Assessment Principal and Series 2018A Prepayment Principal.

"Series 2018A Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2018A Assessments which include Resolution Nos. 2018-11, 2018-[12], 2018-[__] and 2018-[__], as supplemented, adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2018A Assessments and the Methodology Report as approved thereby.

"Series 2018A Assessment Revenues" shall mean all revenues derived by the District from the Series 2018A Assessments.

"Series 2018A Bonds" shall mean collectively, the Series 2018A-1 Bonds and the Series 2018A-2 Bonds; provided, however, that no such reference to the Series 2018A Bonds collectively shall be deemed to confer any rights upon the Series 2018A-2 Bonds or the Owners of the Series 2018A-2 Bonds to the Series 2018A Trust Estate in excess of those rights expressly granted to the Series 2018A-2 Bonds or the Owners thereof hereunder, nor to relieve such Series 2018A-2 Bonds of any restrictions expressly imposed upon such Series 2018A-2 Bonds or the Owners thereof hereunder.

"Series 2018A Investment Obligations" shall mean and includes any of the following securities;

- (i) Government Obligations;

(ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government - sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the United States of America; Bank for Cooperatives; Federal Home Loan Bank System; Small Business Administration; Inter-American Development Bank; International Bank for Reconstruction and Development; the Federal National Mortgage Association; the Government National Mortgage Association; the Tennessee Valley Authority; or the Washington Metropolitan Area Transit Authority;

(iii) Shares of money market mutual funds that invest only in the obligations described in (i) and (ii) above, including money market mutual funds of the Trustee bank meeting such criteria; and

(iv) U.S. denominated deposit accounts, certificates of deposit, banker's acceptances of any bank, trust company or savings and loan association including the Trustee or its affiliates, which have a rating on their short-term certificates of deposit on the date of purchase in one of the three highest short-term rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) assigned by S&P or Moody's and which mature not more than 360 days after the date of purchase.

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

"Series 2018A Pledged Revenues" shall mean the Series 2018A Assessment Revenues, subject, however, in all respects to the first and prior pledge thereof in favor of the Owners of the Series 2018A-1 Bonds.

"Series 2018A Prepayment Principal" shall mean the excess amount of Series 2018A Assessment Principal received by the District over the Series 2018A Assessment Principal included within an Assessment appearing on any outstanding and unpaid tax bill, whether or not mandated to be prepaid in accordance with the Series 2018A Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2018A Prepayment Principal shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

"Series 2018A-1 Reserve Account Requirement" shall mean an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2018A-1 Bonds as of the date of issuance of the Series 2018A-1 Bonds (\$[A-1 RAR]), fifty percent (50%) of which (\$[____]) shall be cash funded and fifty percent (50%) of which (\$[____]) shall be satisfied by the Reserve Policy.

"Series 2018A-2 Reserve Account Requirement" shall mean an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2018A-2 Bonds on the date of determination, which as of the date of issuance of the Series 2018A-2 Bonds is \$[A-2 RAR].

ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2018A BONDS

Section 201. Authorization of Series 2018A Bonds; Book-Entry Only Form. The Series 2018A Bonds are hereby authorized to be issued as one Series under the Master Indenture, but designated herein as separate Series of such Series for purposes of security granted hereunder, in the aggregate principal amount of \$[Bond Amount] for the purposes enumerated in the recitals hereto, designated as "Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien)" in the initial principal amount of \$[A-1 Amount] and "Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien)" in the initial principal amount of \$[A-2 Amount]. The Series 2018A Bonds shall be substantially in the forms set forth as Exhibit A to this Fifth Supplemental Indenture. Each Series 2018A-1 Bond shall bear the designation "2018A-1R" and each Series 2018A-2 Bond shall bear the designation "2018A-2R" and each shall be numbered consecutively from 1 upwards.

The Series 2018A Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2018A Bond for each Series and maturity thereof. Upon initial issuance, the ownership of each such Series 2018A Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2018A Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2018A Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2018A Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2018A Bonds, including any notice of redemption, or (iii) the

payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2018A Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2018A Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2018A Bond for the purpose of payment of principal, premium and interest with respect to such Series 2018A Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2018A Bond, for the purpose of registering transfers with respect to such Series 2018A Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2018A Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2018A Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2018A Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Fifth Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, the Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2018A Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2018A Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2018A Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2018A Bonds shall designate, in accordance with the provisions hereof.

Section 202. Terms. The Series 2018A-1 Bonds shall consist of [___] ([___]) Serial Bonds and [___] ([___]) Term Bonds, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

<u>Number</u>	<u>Principal Amount</u>	<u>Maturity (May 1)</u>	<u>Interest Rate</u>	<u>CUSIP</u>	<u>Type</u>
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The Series 2018A-2 Bonds shall consist of [____] ([____]) Term Bonds, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

<u>Number</u>	<u>Principal Amount</u>	<u>Maturity (May 1)</u>	<u>Interest Rate</u>	<u>CUSIP</u>
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Section 203. Dating and Interest Accrual. Each Series 2018A Bond shall be dated the date of initial issuance and delivery. Each Series 2018A Bond also shall bear its date of authentication. Each Series 2018A Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2018A Bond has been paid, in which event such Series 2018A Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2018A Bonds, in which event such Series 2018A Bond shall bear interest from its date. Interest on the Series 2018A Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2018, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204. Denominations. The Series 2018A Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2018A-2 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000.

Section 205. Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2018A Bonds.

Section 206. Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2018A Bonds.

Section 207. Conditions Precedent to Issuance of Series 2018A Bonds. In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2018A Bonds, all the Series 2018A Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) certified copies of the Series 2018A Assessment Proceedings;
- (b) executed copies of the Master Indenture and this Fifth Supplemental Indenture;
- (c) a customary Bond Counsel opinion;
- (d) the District Counsel opinion required by the Master Indenture;
- (e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2018A Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Fifth Supplemental Indenture;
- (f) an executed Escrow Deposit Agreement;
- (g) a certified copy of the final judgment of validation in respect of the Bonds together with a certificate of no appeal; and
- (h) the defeasance opinion of bond counsel required by the Master Indenture.

Payment to the Trustee of the net proceeds from the initial issuance of the Series 2018A Bonds shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the underwriter of the Series 2018A Bonds.

ARTICLE III REDEMPTION OF SERIES 2018A BONDS

Section 301. Bonds Subject to Redemption. The Series 2018A Bonds are subject to redemption prior to maturity as provided in the respective forms thereof set forth as Exhibit A to this Fifth Supplemental Indenture. Interest on Series 2018A Bonds which are called for redemption shall be paid on the Redemption Date from the respective Series 2018A Interest Account corresponding

to the Series 2018A Bonds to be called or from the Series 2018A Revenue Account to the extent monies in the corresponding Series 2018A Interest Account are insufficient for such purpose.

Section 302. Conditional Notice of Redemption. Notwithstanding any other provision of the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

ARTICLE IV

DEPOSIT OF SERIES 2018A BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF

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

(a) There is hereby established within the Acquisition and Construction Fund held by the Trustee a Series 2018A Costs of Issuance Account;

(b) There are hereby established within the Debt Service Fund held by the Trustee: (i) a Series 2018A Debt Service Account and therein a Series 2018A-1 Sinking Fund Account, a Series 2018A-2 Sinking Fund Account, a Series 2018A-1 Principal Account, a Series 2018A-1 Interest Account and a Series 2018A-2 Interest Account; and (ii) a Series 2018A Redemption Account, and, therein a Series 2018A Prepayment Subaccount, a Series 2018A Excess Revenue Subaccount and a Series 2018A Optional Redemption Subaccount;

(c) There is hereby established within the Reserve Fund held by the Trustee a Series 2018A-1 Reserve Account to be held solely for the benefit of all of the Series 2018A-1 Bonds and a Series 2018A-2 Reserve Account to be held for the benefit of all of the Series 2018A Bonds, subject, however, to the first and prior lien of the Series 2018A-1 Bonds thereon;

(d) There is hereby established within the Revenue Fund held by the Trustee a Series 2018A Revenue Account; and

(e) There is hereby established within the Rebate Fund held by the Trustee a Series 2018A Rebate Account.

Section 402. Use of Series 2018A Bond Proceeds. The net proceeds of sale of the Series 2018A Bonds, \$[NP] (consisting of \$[Bond Amount].00 aggregate principal amount of Series 2018A Bonds, less Underwriter's discount of \$[UD] and

less [net] original issue discount of \$[OID]), together with \$[_____] transferred from the Series 2008 Revenue Account and \$[_____] transferred from the Series 2008A Reserve Account, for a total of \$[_____] of other moneys, less the Bond Insurance Policy premium of \$[BP] and less the Reserve Policy premium of \$[RP], each of which shall be wired by the underwriter of the Series 2018A Bonds directly to the Insurer, for a grand total of \$[_____] shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) \$[COI] from the proceeds of the Series 2018A Bonds, representing the costs of issuance relating to the Series 2018A Bonds, shall be deposited to the credit of the Series 2018A Costs of Issuance Account;

(b) \$[Cash A-1 RAR] from the proceeds of the Series 2018A-1 Bonds shall be deposited to the credit of the Series 2018A-1 Reserve Account and \$[A-2 RAR] from the proceeds of the Series 2018A-2 Bonds shall be deposited to the credit of the Series 2018A-2 Reserve Account;

(c) \$[A-1 Interest] shall be transferred from the Series 2008 Revenue Account to the Series 2018A-1 Interest Account and \$[A-2 Interest] shall be transferred from the Series 2008 Revenue Account to the Series 2018A-2 Interest Account; and

(d) the balance of the proceeds of the Series 2018A Bonds, \$[Proceeds], together with \$[_____] transferred from the Series 2008 Revenue Account and \$[_____] transferred from the Series 2008A Reserve Account for a total of \$[ED], shall be deposited to the Escrow Fund established pursuant to the Escrow Deposit Agreement to refund and redeem the Refunded Bonds on [Redemption Date].

Upon the defeasance of the Refunded Bonds, the Trustee is directed to transfer any remaining balance in the Funds and Accounts for the Refunded Bonds to the Series 2018A Revenue Account and to close all Funds and Accounts for the Refunded Bonds.

Section 403. Series 2018A Costs of Issuance Account. The amount deposited in the Series 2018A Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2018A Bonds. On the earlier to occur of: (x) ninety (90) days from the date of initial issuance and delivery of the Series 2018A Bonds or (y) the written direction of an Authorized Officer, any amounts deposited in the Series 2018A Costs of Issuance Account which are not requisitioned to pay such costs shall be transferred over and deposited into the Series 2018A Revenue Account and used for the purposes permitted therefor, whereupon the Series 2018A Costs of Issuance Account shall be closed.

Section 404. Series 2018A-1 Reserve Account and Series 2018A-2 Reserve Account. (a) The Series 2018A-1 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2018A-1 Reserve Account Requirement. The Series 2018A-1 Reserve Account Requirement may be satisfied by the deposit in the Series 2018A-1 Reserve Account of a Reserve Policy, cash, Series 2018A Investment Obligations, or any combination of the foregoing; provided, however, that so long as the Bond Insurance Policy is outstanding or amounts are owed to the Insurer, the Series 2018A-1 Reserve Account shall be funded with no less than fifty percent (50%) cash. Subject to the prior sentence, the District may at any time and from time to time substitute cash, Series 2018A Investment Obligations, a Reserve Policy or any combination thereof for any of the foregoing then on deposit in the Series 2018A-1 Reserve Account.

Except as otherwise provided herein, including Section 504 hereof, or in the Master Indenture and subject to the provisions hereof related to draws on the Reserve Policy, amounts on deposit in the Series 2018A-1 Reserve Account (including draws under the Reserve Policy) shall be used only for the purpose of making payments into the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account to pay Debt Service on the Series 2018A-1 Bonds, when due, without distinction as to Series 2018A-1 Bonds and without privilege or priority of one Series 2018A-1 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. Such Account shall consist only of the Reserve Policy, cash, Series 2018A Investment Obligations or a combination thereof. The District hereby covenants and agrees to abide by the terms and conditions of the Reserve Policy provisions attached hereto as Exhibit C.

(b) The Series 2018A-2 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2018A-2 Reserve Account Requirement. Except as otherwise provided herein, including Section 504 hereof, amounts on deposit in the Series 2018A-2 Reserve Account shall be used only for the purpose of making payments into the Series 2018A-2 Interest Account and the Series 2018A-2 Sinking Fund Account to pay Debt Service on the Series 2018A-2 Bonds, when due, without distinction as to Series 2018A-2 Bonds and without privilege or priority of one Series 2018A-2 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient; provided, however, that no such transfer shall be made unless the amounts then on deposit in the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account are sufficient to pay all of the Debt Service coming due on the Series 2018A-1 Bonds in the current Bond Year, the amount on deposit in the Series 2018A-1 Reserve Account is equal to the Series 2018A-1 Reserve Account Requirement and there are no unpaid Policy Costs due and owing. If at such time: (A) the amount then on deposit in the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account, the Series 2018A-1 Sinking Fund Account and the Series 2018A-1 Reserve Account shall be insufficient to pay

all of the Debt Service coming due on the Series 2018A-1 Bonds in the current Bond Year, amounts on deposit in the Series 2018A-2 Reserve Account shall be used for the purpose of making payments into the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account to pay Debt Service on the Series 2018A-1 Bonds, when due, without distinction as to Series 2018A-1 Bonds and without privilege or priority of one Series 2018A-1 Bond over another, to the extent of such insufficiency; or (B) the amount then on deposit in the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account shall be sufficient to pay all of the Debt Service coming due on the Series 2018A-1 Bonds in the current Bond Year, but the amount on deposit in the Series 2018A-1 Reserve Account is less than the Series 2018A-1 Reserve Account Requirement and/or any Policy Costs remain due and unpaid, amounts on deposit in the Series 2018A-2 Reserve Account shall be transferred to the Series 2018A-1 Reserve Account or to the Insurer, as the case may be, until the Series 2018A-1 Reserve Account equals the Series 2018A-1 Reserve Account Requirement and all unpaid Policy Costs due and owing to the Insurer have been satisfied as certified to the Trustee in writing by the Insurer. The Series 2018A-2 Reserve Account shall consist only of cash and Series 2018A Investment Obligations.

(c) Provided that there are no costs or other amounts due and owing in connection with the Bond Insurance Policy or the Reserve Policy as certified to the Trustee in writing by the Insurer, on the earliest date on which there is on deposit in the Series 2018A-1 Reserve Account, sufficient monies, without taking into account the amount available under the Reserve Policy, but taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2018A-1 Bonds, together with accrued interest and redemption premium, if any, on such Series 2018A-1 Bonds to the earliest Redemption Date permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2018A-1 Reserve Account into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account to pay and redeem all of the Outstanding Series 2018A-1 Bonds on the earliest date permitted for redemption therein and herein.

(d) Anything herein or in the Master Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Trustee is hereby authorized and directed to recalculate the Series 2018A-2 Reserve Account Requirement and to transfer any excess on deposit in the Series 2018A-2 Reserve Account (other than excess resulting from investment earnings) into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account and applied to the extraordinary mandatory redemption of Series 2018A-2 Bonds; provided, however, that no such transfer shall be made unless the amount then on deposit in the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account are sufficient to pay all of the Debt Service coming due on

the Series 2018A-1 Bonds in the current Bond Year, the amount on deposit in the Series 2018A-1 Reserve Account is equal to the Series 2018A-1 Reserve Account Requirement and there are no unpaid Policy Costs or other amounts due and owing to the Insurer.

(e) On the earliest date on which there is on deposit in the Series 2018A-2 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2018A-2 Bonds, together with accrued interest and redemption premium, if any, on such Series 2018A-2 Bonds to the earliest Redemption Date permitted therein and herein, then the Trustee shall transfer the amount on deposit in the Series 2018A-2 Reserve Account into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account to pay and redeem all of the Outstanding Series 2018A-2 Bonds on the earliest date permitted for redemption therein and herein; provided, however, that no such transfer shall be made unless the amount then on deposit in the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account are sufficient to pay all of the Debt Service coming due on the Series 2018A-1 Bonds in the current Bond Year, the amount on deposit in the Series 2018A-1 Reserve Account is equal to the Series 2018A-1 Reserve Account Requirement and there are no unpaid Policy Costs or other amounts due and owing to the Insurer.

Section 405. Amortization Installments. (a) The Amortization Installments established for the Series 2018A Bonds shall be as set forth in the respective forms of Series 2018A Bonds attached hereto.

(b) Upon any redemption of Series 2018A Bonds of any Series (other than Series 2018A Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2018A Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so as to amortize the Outstanding Series 2018A Bonds of such Series in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2018A Bonds of such Series.

Section 406. Tax Covenants and Rebate Account. The District shall comply with the Tax Regulatory Covenants included in the closing transcript for the Series 2018A Bonds, as amended and supplemented from time to time in accordance with their terms.

Section 407. Establishment of Series 2018A Revenue Account in Revenue Fund; Application of Revenues and Investment Earnings. (a) The Trustee is hereby authorized and directed to deposit any and all amounts required

to be deposited in the Series 2018A Revenue Account by this Section 407 or by any other provision of the Master Indenture or this Fifth Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2018A Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The District shall immediately upon receipt deposit Series 2018A Assessment Revenues with the Trustee together with a written accounting of the classification of such Series 2018A Assessment Revenues, which shall be deposited by the Trustee based upon such written accounting into the Funds and Accounts established hereunder as follows:

(i) Series 2018A Prepayment Principal and Foreclosure Proceeds, which shall be deposited into the Series 2018A Prepayment Subaccount in the Series 2018A Redemption Account;

(ii) Delinquent Assessment Principal and Delinquent Assessment Interest, which shall first be applied to restore the amount of any draws under the Reserve Policy and then to restore any cash withdrawal from the Series 2018A-1 Reserve Account, and then to restore the amount of any deficiency in the Series 2018A-2 Reserve Account and then the balance, if any, shall be deposited into the Series 2018A Revenue Account; and

(iii) all other Series 2018A Assessment Revenues, which shall be deposited into the Series 2018A Revenue Account.

(c) On the forty-fifth (45th) day preceding each Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2018A Prepayment Subaccount and the Series 2018A Excess Revenue Subaccount, and, if the balance in either such Subaccount is greater than zero, shall transfer from the Series 2018A Revenue Account for deposit into such Subaccount, an amount sufficient to increase the amount on deposit in such Subaccount to an integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2018A Bonds on the next Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2018A Bonds as herein provided on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2018A Prepayment Subaccount or the Series 2018A Excess Revenue Subaccount, as the case may be, in accordance with the provisions for extraordinary mandatory redemption of the Series 2018A Bonds set forth in the respective forms of Series 2018A Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture; provided, however, that

no such redemption of Series 2018A-2 Bonds shall occur during the continuance of an Event of Default.

(d) The Trustee shall transfer from amounts on deposit in the Series 2018A Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, no later than five (5) Business Days next preceding each May 1, to the Series 2018A-1 Interest Account, an amount equal to the interest on the Series 2018A-1 Bonds becoming due on the next succeeding May 1, less any amounts on deposit in the Series 2018A-1 Interest Account not previously credited;

SECOND, no later than five (5) Business Days next preceding each stated maturity date of the Series 2018A-1 Bonds, to the Series 2018A-1 Principal Account, an amount equal to the principal amount of Series 2018A-1 Serial Bonds maturing on such May 1, if any, less any amounts on deposit in the Series 2018A-1 Principal Account not previously credited;

THIRD, no later than five (5) Business Days next preceding each May 1, to the Series 2018A-1 Sinking Fund Account, an amount equal to the Amortization Installment due on the Series 2018A-1 Term Bonds subject to mandatory sinking fund redemption on such May 1, less any amounts on deposit in the Series 2018A-1 Sinking Fund Account not previously credited;

FOURTH, no later than five (5) Business Days next preceding each November 1, to the Series 2018A-1 Interest Account, an amount equal to the interest on the Series 2018A-1 Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2018A-1 Interest Account not previously credited;

FIFTH, no later than five (5) Business Days next preceding each Interest Payment Date while Series 2018A-1 Bonds remain Outstanding, to the Series 2018A-1 Reserve Account, first, an amount equal to the amount, if any, which is necessary to repay any draws under the Reserve Policy and any amounts owed to the Insurer in connection therewith, and then, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal the Series 2018A-1 Reserve Account Requirement;

SIXTH, no later than five (5) Business Days next preceding each May 1 to the Series 2018A-2 Interest Account, an amount equal to the interest on the Series 2018A-2 Bonds becoming due on the next succeeding May 1, less any amounts on deposit in the Series 2018A-2 Interest Account not previously credited;

SEVENTH, no later than five (5) Business Days next preceding each May 1, to the Series 2018A-2 Sinking Fund Account, an amount equal to the Amortization Installment due on Series 2018A-2 Bonds subject to mandatory sinking fund

redemption on such May 1, less any amounts on deposit in the Series 2018A-2 Sinking Fund Account not previously credited;

EIGHTH, no later than five (5) Business Days next preceding each November 1, to the Series 2018A-2 Interest Account, an amount equal to the interest on the Series 2018A-2 Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2018A-2 Interest Account not previously credited;

NINTH, upon receipt but no later than five (5) Business Days next preceding each Interest Payment Date while Series 2018A-2 Bonds remain Outstanding, to the Series 2018A-2 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal the Series 2018A-2 Reserve Account Requirement; and

TENTH, the balance of any moneys remaining after making the foregoing deposits shall remain therein.

The foregoing transfers shall be made by noon, New York time, on the Business Day for which such transfer is required.

Notwithstanding the foregoing, in the event that there shall be insufficient monies on deposit in any Fund or Account on the date on which such monies are to be applied to payment of Debt Service and there exist monies on deposit in a Fund or Account of lesser priority for payment as set forth above, monies up to the amount necessary to satisfy such insufficiency shall be transferred from the Fund or Account of lesser priority to the Fund or Account of greater priority.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2018A Revenue Account to the Series 2018A Rebate Account established for the Series 2018A Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid to the United States, when due, in accordance with such Tax Regulatory Covenants.

(f) On or after each November 2, the balance on deposit in the Series 2018A Revenue Account shall be applied (i) to restore the amount of any draws under the Reserve Policy, and then (ii) to restore any cash withdrawals from the Series 2018A-1 Reserve Account, and then (iii) to restore any deficiency in the Series 2018A-2 Reserve Account, and then (iv) the balance, if any, shall be deposited into the Series 2018A Excess Revenue Subaccount in the Series 2018A Redemption Account and applied to the extraordinary mandatory redemption of Series 2018A-2 Bonds on the first Redemption Date upon which such redemption may occur as provided herein and in the Series 2018A-2 Bonds; provided that if there are no

Series 2018A-2 Bonds Outstanding, then to the redemption of Series 2018A-1 Bonds.

(g) Anything herein or in the Master Indenture to the contrary notwithstanding, earnings on investments in all of the Funds and Accounts held as security for the Series 2018A Bonds, except for earnings on investments in the Series 2018A-1 Reserve Account and the Series 2018A-2 Reserve Account, shall be invested only in Series 2018A Investment Obligations, and further, earnings on the Series 2018A-1 Interest Account and the Series 2018A-2 Interest Account shall be retained, as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the Funds and Accounts, other than the Series 2018A-1 Reserve Account and the Series 2018A-2 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2018A Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2018A-1 Reserve Account and the Series 2018A-2 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2018A-1 Reserve Account or the Series 2018A-2 Reserve Account as of the most recent date on which amounts on deposit in such Reserve Account were valued by the Trustee or no amounts are owed to the Insurer as certified to the Trustee in writing by the Insurer, and if no withdrawals have been made from such Reserve Account since such date which have created a deficiency, then earnings on investments in both Reserve Accounts shall be deposited into the Series 2018A Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the Series 2018A-1 Reserve Account or the Series 2018A-2 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture) or any amounts are owed to the Insurer as certified to the Trustee in writing by the Insurer, or if after such date withdrawals have been made from the Series 2018A-1 Reserve Account or the Series 2018A-2 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018A-1 Reserve Account and the Series 2018A-2 Reserve Account (A) shall first be paid to the Insurer in satisfaction of any amounts then owed to the Insurer, and then (B) shall be deposited into the Series 2018A-1 Reserve Account until the amount on deposit therein, together with the Reserve Policy, is equal to the Series 2018A-1 Reserve Account Requirement, and then (C) shall be deposited into the Series 2018A-2 Reserve Account until the amount on deposit therein is equal to the Series 2018A-2 Reserve Account Requirement, and then (D) shall be deposited into the Series 2018A Revenue Account and used for the purpose of such Account.

ARTICLE V CONCERNING THE TRUSTEE

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

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

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

Section 504. Extraordinary Fees and Expenses of Trustee. In the event that the Trustee shall be required under the Indenture or directed by the Majority Owners to take actions to enforce the collection of Delinquent Assessments or to take any other extraordinary actions under the Indenture, the Trustee shall, unless it is provided with assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be entitled to withdraw its reasonable fees and expenses, including reasonable attorney fees, from the Series 2018A Trust Estate in the manner provided by Section 604 of the Master Indenture; provided, however, that such withdrawals shall first occur from the Funds and Accounts held for the payment of Debt Service on the Series 2018A-2 Bonds, including the Series 2018A-2 Reserve Account, prior to withdrawing such fees and expenses from any Fund or Account held for the payment of Debt Service on the Series 2018A-1 Bonds; and provided further, however, that the Trustee may not deduct monies from the Funds and Accounts held for the payment of Debt Service on the Series 2018A-1 Bonds to pay the Trustee's fees and expenses in exercising remedies on behalf of the Owners of the Series 2018A-2 Bonds.

ARTICLE VI LIMITATION ON ADDITIONAL BONDS

Section 601. No Additional Bonds. The District covenants and agrees that, so long as there are any Series 2018A Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2018A Trust Estate, nor shall it incur additional indebtedness, whether in the form of bonds or otherwise, secured by Assessments levied upon the same property that is subject to the Series 2018A Assessments without the prior written consent of the Insurer and the Owners of a majority in aggregate principal amount of the Series 2018A-1 Bonds at the time Outstanding or, if there are no longer any Series 2018A-1 Bonds

Outstanding and all amounts owed to the Insurer have been paid, the Owners of a majority in aggregate principal amount of the Series 2018A-2 Bonds at the time Outstanding; provided, however, that the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2018A Assessments for the purpose of effecting repairs to or replacements of property, facilities or equipment of the District or which are necessary for health, safety or welfare reasons, or to remediate a natural disaster. Notwithstanding the preceding sentence, the District: (i) may issue Refunding Bonds, provided that, so long as the Series 2018A-1 Bonds are Outstanding, any Refunding Bonds issued to refund the Series 2018A-2 Bonds, or any other Bonds subordinate to the Series 2018A-1 Bonds, shall be subordinate to the Series 2018A-1 Bonds; and (ii) may incur additional indebtedness on a basis subordinate to the Series 2018A-2 Bonds for any legal purpose.

ARTICLE VII MISCELLANEOUS

Section 701. Confirmation of Master Indenture. As supplemented by this Fifth Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Fifth Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Fifth Supplemental Indenture and to the Series 2018A Bonds issued hereunder.

Anything in the Master Indenture to the contrary, the District shall not be required to file an annual report with the Trustee as provided in Section 808(a) of the Master Indenture.

Section 702. Continuing Disclosure Agreement. Contemporaneously with the execution and delivery hereof, the District has executed and delivered a Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934. The District covenants and agrees to comply with the provisions of such Continuing Disclosure Agreement; however, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but, instead shall be enforceable by mandamus, injunction or any other means of specific performance.

Section 703. Additional Covenant Regarding Assessments. In addition to, and not in limitation of, the covenants contained elsewhere in this Fifth Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2018A Assessments, including the Methodology Report, and to levy the

Series 2018A Assessments, in accordance with such proceedings and in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2018A Bonds, when due. The Methodology Report shall not be amended in a manner that will or is likely to have a material adverse effect on the interests of the holders of the Series 2018A-1 Bonds without the written consent of the Owners of a majority in aggregate principal amount of the Series 2018A-1 Bonds then Outstanding and the Methodology Report shall not be amended in a manner that will or is likely to have a material adverse effect on the interests of the Owners of the Series 2018A-2 Bonds without the written consent of the Owners of a majority in aggregate principal amount of the Series 2018A-2 Bonds then Outstanding; provided, however, that the exercise by the Owners of the Series 2018A-1 Bonds of their senior lien rights under Section 704 and otherwise hereunder shall not be deemed to constitute such a material adverse effect on the Owners of the Series 2018A-2 Bonds.

The District further covenants and agrees that so long as any Series 2018A-2 Bonds are Outstanding, it will not reduce any annual installment for the Series 2018A Assessments on any tax parcel from that set forth in the Methodology Report on account of any reduction in Debt Service on the Series 2018A Bonds resulting from a redemption of Series 2018A-2 Bonds from moneys deposited into the Series 2018A Excess Revenue Subaccount.

Section 704. Limitations on Rights and Remedies of Owners of Series 2018A-2 Bonds. Anything herein or in the Master Indenture to the contrary notwithstanding, so long as the Series 2018A-2 Bonds are Outstanding:

(a) the Owners of the Series 2018A-2 Bonds shall have a subordinate and inferior lien on the Series 2018A Trust Estate, subject to the first and prior lien thereon in favor of the Owners of the Series 2018A-1 Bonds;

(b) the Owners of the Series 2018A-2 Bonds shall have no rights whatsoever to direct or control remedies upon the occurrence and continuance of any default or Event of Default, nor shall the Owners of the Series 2018A-2 Bonds have any right to sit on or participate in any Bondholder or similar committee, nor shall such Owners have the right to vote nor be counted as Owners for the purpose of the exercise of remedial provisions of the Indenture or for the purpose of consents to any amendments of the Indenture, except for amendments which would materially adversely affect the rights of such Owners of the Series 2018A-2 Bonds, whereupon the Owners of the Series 2018A-2 Bonds shall have the right to vote or be counted as Owners for the purpose of such consent to amendment of the Indenture. Owners of the Series 2018A-2 Bonds shall, however, have the right, and shall be limited to the right, to enforce the provisions of the Indenture as it relates to the deposit and disposition of amounts on deposit or to be deposited into the Funds and Accounts held for the benefit of the Owners of the Series 2018A-2 Bonds

and may enforce such rights by mandamus, injunction or other equitable remedies; and

(c) the Trustee shall have no fiduciary duty to the Owners of the Series 2018A-2 Bonds.

Section 705. Amendments. Any amendments to this Fifth Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture, except that, as provided in Section 704(b), amendments requiring Bondholder approval under the Master Indenture that do not materially adversely affect the rights of the Owners of the Series 2018A-2 Bonds shall only require the approval of the Owners of the applicable percentage of the Series 2018A-1 Bonds; provided that if there are no Series 2018A-1 Bonds Outstanding, then the Owners of the applicable percentage of the Series 2018A-2 Bonds.

Section 706. Collection of Series 2018A Assessments. Anything herein or in the Master Indenture to the contrary notwithstanding but subject to the immediately succeeding sentence, Series 2018A Assessments levied on platted lots and pledged hereunder to secure the Series 2018A Bonds shall be collected by the St. Johns County Tax Collector pursuant to the uniform method for the collection of special assessments set forth in the Act (the "Uniform Method"). To the extent the District is not able to collect such Series 2018A Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in its best interest to use the Uniform Method, the District, with the prior written consent of the Insurer, may elect to collect and enforce such Series 2018A Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto.

Section 707. Requisite Owners for Direction or Consent. Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires fifty-one percent of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Owners.

Section 708. Additional Remedies. Section 904 of the Master Indenture is hereby amended with respect to the Series 2018A Bonds by inserting at the conclusion thereof the following paragraph:

"The District covenants and agrees that, upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, and the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners."

Section 709. Foreclosing of Special Assessment Lien. Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2018A Assessments and Series 2018A Bonds:

If any property shall be offered for sale for the nonpayment of any Series 2018A Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2018A Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2018A Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name, or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2018A Bonds; provided that the Trustee shall have the right, acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section; and provided further, however, that the District shall not be obligated to spend funds outside the Series 2018A Trust Estate for the purpose of purchasing such property. The District, either through its own action, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2018A Prepayment Subaccount pursuant to Section 407(b) herein. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall, after being provided with assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2018A Bonds within thirty (30) days after receipt of the request therefore signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

Section 710. Brokerage Statements. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 711. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for

documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Section 712. Payment of Rebate Amount. Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall cause a Rebate Analyst to determine the Rebate Amount, if any, at the times and in the manner provided in the Tax Regulatory Covenants attached as an exhibit to the District's tax certificate delivered at the closing of the Series 2018A Bonds. If a Rebate Amount shall be due, the District shall deliver to the Trustee the written direction of an Authorized Officer to pay from the Series 2018A Rebate Account in the Rebate Fund, or from any other available funds as shall be provided in such written direction, the Rebate Amount to the District for remittance to the Internal Revenue Service. The Trustee may conclusively rely on such written direction and shall have no responsibility for the calculation or payment of the Rebate Amount, if any. The District shall not be required to provide the report of the Rebate Analyst to the Trustee.

Section 713. Additional Provisions Relating to the Bond Insurance Policy and Reserve Policy. (a) Attached hereto as Exhibit B are certain provisions relating to the Bond Insurance Policy of the Insurer, which shall be incorporated herein with respect to the Series 2018A-1 Bonds in the form contained in such Exhibit B, as if fully set forth herein. Payment for the premium for the Bond Insurance Policy is hereby authorized from proceeds of the Series 2018A-1 Bonds. So long as the Bond Insurance Policy issued by the Insurer is in full force and effect and the Insurer has not defaulted in its payment obligations under the Bond Insurance Policy, the District agrees to comply with the provisions contained in Exhibit B notwithstanding anything to the contrary in the Indenture.

(b) Anything herein to the contrary notwithstanding, for so long as the Bond Insurance Policy is in force and effect with respect to the Series 2018A-1 Bonds and the Insurer is not in default under the Bond Insurance Policy, the Insurer shall be deemed to be the Owner of all of the Outstanding Series 2018A-1 Bonds for purposes of controlling any rights and remedies upon the occurrence of any Event of Default.

(c) Attached hereto as Exhibit C are certain provisions relating to the Reserve Policy of the Insurer, which shall be incorporated herein with respect to the Series 2018A-1 Bonds in the form contained in such Exhibit C, as if fully set forth herein. Payment for the premium for the Reserve Policy is hereby authorized from proceeds of the Series 2018A-1 Bonds. So long as the Reserve Policy issued by the Insurer is in full force and effect or the Insurer is owed any amounts in connection therewith, the District agrees to comply with the provisions contained in Exhibit C notwithstanding anything to the contrary in the Indenture.

(d) Anything herein to the contrary notwithstanding, the Trustee may assume that there are no Policy Costs or other amounts due and owing to the Insurer absent written notice to the contrary from the Insurer prior to the time the Trustee is to transfer moneys hereunder.

Section 714. Counterparts. This Fifth Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

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

(SEAL)

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Secretary

By: _____
Chairman, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

EXHIBIT A

FORMS OF SERIES 2018A BONDS

[FORM OF SERIES 2018A-1 BOND]

No. 2018A-1R-

\$[]

United States of America

State of Florida

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND,
SERIES 2018A-1 (SENIOR LIEN)**

**Interest
Rate**

**Maturity
Date**

**Dated
Date**

CUSIP

Registered Owner: CEDE & CO.

Principal Amount:

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2018, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the

Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such special record date. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"); provided, however, that no presentment shall be required during the period this Bond shall be registered in the name of Cede & Co., as nominee of DTC. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2018A Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. During any period that this Bond is registered in the name of Cede & Co., as nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including, the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District designated "Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien)" in the aggregate principal amount of \$[A-1 Amount] (the "Series 2018A-1 Bonds") being issued simultaneously with the District's "Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien)" in the aggregate principal amount of \$[A-2 Amount] (the "Series 2018A-2 Bonds" and, together with the Series 2018A-1 Bonds, the "Series 2018A Bonds" and, together with any other Bonds issued under and governed by the terms of the Master Indenture, the "Bonds"), under a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), between Main Street Community Development District ("Main Street") and U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), as assumed by the District pursuant to that certain Merger Agreement dated as of July 1, 2010, between Main Street and the District and that certain Assumption

Agreement dated as of September 6, 2011, between the District and the Trustee, as supplemented by a Fifth Supplemental Trust Indenture, dated as of September 1, 2018 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture"). The Series 2018A Bonds are issued in an aggregate principal amount of \$[Bond Amount], together with other funds of the District, to: (i) currently refund and redeem all of the Outstanding principal amount of the District's Capital Improvement Revenue Bonds, Series 2008A; (ii) pay certain costs associated with the issuance of the Series 2018A Bonds, including the premium for the Bond Insurance Policy; (iii) pay a portion of the interest first coming due on the Series 2018A Bonds; and (iv) purchase the Reserve Policy to be deposited to the Series 2018A-1 Reserve Account in partial satisfaction of the Series 2018A-1 Reserve Account Requirement, which shall be held solely for the benefit of all of the Series 2018A-1 Bonds, make a deposit into the Series 2018A-1 Reserve Account to be held solely for the benefit of all of the Series 2018A-1 Bonds and make a deposit into the Series 2018A-2 Reserve Account to be held for the benefit of all of the Series 2018A Bonds, subject, however, to the first and prior lien of the Series 2018A-1 Bonds thereon.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE TERMS HEREOF, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2018A PLEDGED REVENUES AND THE SERIES 2018A PLEDGED FUNDS PLEDGED TO THE SERIES 2018A BONDS; PROVIDED, HOWEVER, THAT THE LIEN IN FAVOR OF THE OWNERS OF THE SERIES 2018A-2 BONDS SHALL BE SUBORDINATE AND INFERIOR IN ALL RESPECTS TO THE LIEN AND PLEDGE THEREOF TO THE OWNERS OF THE SERIES 2018A-1 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE. REFERENCE IS MADE TO THE SUPPLEMENTAL INDENTURE FOR THE RESTRICTIONS AND LIMITATIONS ON THE RIGHTS OF THE OWNERS OF THE SERIES 2018A-2 BONDS.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installment and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2018A-1 Bonds are equally and ratably secured by the Series 2018A Trust Estate, without preference or priority of one Series 2018A-1 Bond over another and the Series 2018A-2 Bonds are equally and ratably secured by the Series 2018A Trust Estate, without preference or priority of one Series 2018A-2 Bond over another, subject to the first and prior lien thereon of the Series 2018A-1 Bonds. The Supplemental Indenture does not authorize the issuance of any additional Bonds which pledge the Series 2018A Trust Estate on parity with the lien thereof of the Series 2018A-1 Bonds.

The Series 2018A Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2018A-2 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2018A-1 Bonds may at the option of the District be called for redemption prior to maturity in whole, on any date, or in part, on any Interest Payment Date, on or after May 1, 20[___], at the Redemption Price of the principal amount of the Series 2018A-1 Bonds or portions thereof to be redeemed together with accrued interest to the Redemption Date.

The Series 2018A-1 Bonds maturing on May 1, 20[___] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>
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*Final Maturity

The Series 2018A-1 Bonds maturing on May 1, 20[___] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A-1 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>
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*Final Maturity

As more particularly set forth in the Indenture, any Series 2018A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2018A-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2018A-1 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2018A-1 Bonds, including Series 2018A-1 Serial Bonds, as set forth in the Supplemental Indenture.

The Series 2018A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity, on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) from Prepayments of Series 2018A Assessments deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account; or

(b) on the date on which the amount on deposit in the Series 2018A-1 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2018A-1 Bonds then Outstanding, including accrued interest thereon; or

(c) from Foreclosure Proceeds deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account; or

(d) after there are no longer Series 2018A-2 Bonds Outstanding, from funds deposited into the Series 2018A Excess Revenue Subaccount of the Series 2018A Redemption Account.

The redemption described in (a) or (c) above shall be on a pro rata basis (as defined in the Supplemental Indenture) with the Series 2018A-2 Bonds except, during the continuance of an Event of Default, there shall be no redemption of Series 2018A-2 Bonds and any such moneys shall be used to redeem Series 2018A-1 Bonds.

If less than all of the Series 2018A Bonds of a Series shall be called for redemption, the particular Series 2018A Bonds or portions of Series 2018A Bonds of a Series to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2018A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date to each registered Owner of Series 2018A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2018A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2018A Bonds or such portions thereof on such date, interest on such Series 2018A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2018A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under

the Indenture and the Owners thereof shall have no rights in respect of such Series 2018A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2018A Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

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

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2018A Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2018A Bonds as to the Series 2018A Trust Estate shall be discharged,

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Attest:

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Chairman, Board of Supervisors

[Official Seal]

**[FORM OF CERTIFICATE OF AUTHENTICATION FOR SERIES
2018A-1 BONDS]**

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Date of Authentication:

By: _____
Vice President

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for St. Johns County, Florida on August 7, 2007.

Chairman, Board of Supervisors,
Rivers Edge
Community Development District

STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to U.S. Bank National Association, Orlando, Florida, or its successor, as Trustee for the Series 2018A-1 Bonds. Said Policy is on file and available for inspection at the principal office of the Trustee and a copy thereof may be obtained from AGM or the Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The Owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

[FORM OF ABBREVIATIONS FOR SERIES 2018A-1 BONDS]

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

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

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

[FORM OF ASSIGNMENT FOR SERIES 2018A-1 BONDS]

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

Dated:

Social Security Number or Employer

Identification Number of Transferee:

Signature guaranteed:

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

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

[FORM OF SERIES 2018A-2 BOND]

No. 2018A-2R-

\$[]

United States of America
State of Florida
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND,
SERIES 2018A-2 (SUBORDINATE LIEN)

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Dated</u> <u>Date</u>	<u>CUSIP</u>
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Registered Owner: CEDE & CO.

Principal Amount:

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes, as amended (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2018, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section

902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such special record date. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"); provided, however, that no presentment shall be required during the period this Bond shall be registered in the name of Cede & Co., as nominee of DTC. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2018A Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year of twelve 30-day months. During any period that this Bond is registered in the name of Cede & Co., as nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including, the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of bonds of the District designated "Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien)" in the aggregate principal amount of \$[A-2 Amount] (the "Series 2018A-2 Bonds") being issued simultaneously with the District's "Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien)" in the aggregate principal amount of \$[A-1 Amount] (the "Series 2018A-1 Bonds" and, together with the Series 2018A-2 Bonds, the "Series 2018A Bonds" and, together with any other Bonds issued under and governed by the terms of the Master Indenture, the "Bonds"), under a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), between Main Street Community Development District ("Main Street") and U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), as assumed by the District pursuant to that certain Merger Agreement dated as of July 1, 2010, between Main Street and the District and that certain Assumption Agreement dated as of September 6, 2011, between the District and the Trustee, as supplemented by a Fifth Supplemental Trust Indenture, dated as of September 1,

2018 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereinafter referred to as the "Indenture"). The Series 2018A Bonds are issued in an aggregate principal amount of \$[Bond Amount], together with other funds of the District, to: (i) currently refund and redeem all of the Outstanding principal amount of the District's Capital Improvement Revenue Bonds, Series 2008A; (ii) pay certain costs associated with the issuance of the Series 2018A Bonds, including the premium for the Bond Insurance Policy; (iii) pay a portion of the interest first coming due on the Series 2018A Bonds; and (iv) purchase the Reserve Policy to be deposited to the Series 2018A-1 Reserve Account in partial satisfaction of the Series 2018A-1 Reserve Account Requirement, which shall be held solely for the benefit of all of the Series 2018A-1 Bonds, make a deposit into the Series 2018A-1 Reserve Account to be held solely for the benefit of all of the Series 2018A-1 Bonds and make a deposit into the Series 2018A-2 Reserve Account to be held for the benefit of all of the Series 2018A Bonds, subject, however, to the first and prior lien of the Series 2018A-1 Bonds thereon.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE TERMS HEREOF, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2018A PLEDGED REVENUES AND THE SERIES 2018A PLEDGED FUNDS PLEDGED TO THE SERIES 2018A BONDS; PROVIDED, HOWEVER, THAT THE LIEN IN FAVOR OF THE OWNERS OF THE SERIES 2018A-2 BONDS SHALL BE SUBORDINATE AND INFERIOR IN ALL RESPECTS TO THE LIEN AND PLEDGE THEREOF TO THE OWNERS OF THE SERIES 2018A-1 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE. REFERENCE IS MADE TO THE SUPPLEMENTAL INDENTURE FOR THE RESTRICTIONS AND LIMITATIONS ON THE RIGHTS OF THE OWNERS OF THE SERIES 2018A-2 BONDS.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installment and Redemption Price of, and the interest on, the Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Assessments, the terms and conditions under which the Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2018A-1 Bonds are equally and ratably secured by the Series 2018A Trust Estate, without preference or priority of one Series 2018A-1 Bond over another and the Series 2018A-2 Bonds are equally and ratably secured by the Series 2018A Trust Estate, without preference or priority of one Series 2018A-2 Bond over another, subject to the first and prior lien thereon of the Series 2018A-1 Bonds. The Supplemental Indenture does not authorize the issuance of any additional Bonds which pledge the Series 2018A Trust Estate on parity with the lien thereof of the Series 2018A-2 Bonds.

The Series 2018A Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2018A-2 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee in Orlando, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Orlando, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2018A-2 Bonds may at the option of the District be called for redemption prior to maturity in whole, on any date, or in part, on any Interest Payment Date, on or after May 1, 20[___], at the Redemption Price of the principal amount of the Series 2018A-2 Bonds or portions thereof to be redeemed together with accrued interest to the Redemption Date.

The Series 2018A-2 Bonds maturing on May 1, 20[___] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A-2 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>
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*Final Maturity

The Series 2018A-2 Bonds maturing on May 1, 20[___] are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A-2 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Year</u> <u>(May 1)</u>	<u>Principal</u> <u>Amount</u>
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*Final Maturity

As more particularly set forth in the Indenture, any Series 2018A-2 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2018A-2 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2018A-2

Bonds other than from scheduled Amortization Installments, so as to reamortize the remaining Outstanding principal balance of the Series 2018A-2 Bonds as set forth in the Supplemental Indenture.

The Series 2018A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity, on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(a) from Prepayments of Series 2018A Assessments deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account; or

(b) on the date on which the amount on deposit in the Series 2018A-2 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2018A-2 Bonds then Outstanding, including accrued interest thereon; or

(c) from Foreclosure Proceeds deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account; or

(d) from funds deposited into the Series 2018A Excess Revenue Subaccount of the Series 2018A Redemption Account; or

(e) from amounts transferred to the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account resulting from a reduction in the Series 2018A-2 Reserve Account Requirement as provided for in the Indenture.

The redemption described in (a) or (c) above shall be on a pro rata basis (as defined in the Supplemental Indenture) with the Series 2018A-1 Bonds except, during the continuance of an Event of Default, there shall be no redemption of Series 2018A-2 Bonds and any such moneys shall be used to redeem Series 2018A-1 Bonds.

If less than all of the Series 2018A Bonds of a Series shall be called for redemption, the particular Series 2018A Bonds or portions of Series 2018A Bonds of a Series to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2018A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date to each registered Owner of Series 2018A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the

Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2018A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2018A Bonds or such portions thereof on such date, interest on such Series 2018A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2018A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2018A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. As provided in the Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

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

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2018A Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

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

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2018A Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2018A Bonds as to the Series 2018A Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Attest:

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Chairman, Board of Supervisors

[Official Seal]

**[FORM OF CERTIFICATE OF AUTHENTICATION FOR SERIES 2018A-2
BONDS]**

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

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Date of Authentication:

By: _____
Vice President

CERTIFICATE OF VALIDATION

This Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court for St. Johns County, Florida on August 7, 2007.

Chairman, Board of Supervisors,
Rivers Edge
Community Development District

[FORM OF ABBREVIATIONS FOR SERIES 2018A-2 BONDS]

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

TEN COM as tenants in common

TEN ENT as tenants by the entireties

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

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

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

[FORM OF ASSIGNMENT FOR SERIES 2018A-1 BONDS]

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

Dated:

Social Security Number or Employer

Identification Number of Transferee:

Signature guaranteed:

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

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

EXHIBIT B

BOND INSURANCE POLICY PROVISIONS

Notwithstanding anything in the Indenture to the contrary, so long as the Bond Insurance Policy is in full force and effect and the Insurer has not defaulted in its payment obligations under the Bond Insurance Policy, the following provisions shall apply; provided further that, to the extent the Insurer has made a payment under the Bond Insurance Policy, the Insurer shall retain its rights of subrogation:

(a) The prior written consent of the Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Series 2018A-1 Reserve Account. Notwithstanding anything to the contrary set forth in the Indenture, amounts on deposit in the Series 2018A-1 Reserve Account shall be applied solely to the payment of Debt Service due on the Series 2018A-1 Bonds, subject to the provisions of Section 408(g) of the Fifth Supplemental Indenture relating to transfers of investment earnings in the Series 2018A-1 Reserve Account.

(b) The Insurer shall be deemed to be the sole Owner of the Series 2018A-1 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Series 2018A-1 Bonds are entitled to take pursuant to the Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Indenture and each Series 2018A-1 Bond, each Owner of the Series 2018A-1 Bonds appoints the Insurer as its agent and attorney-in-fact with respect to the Series 2018A-1 Bonds and agrees that the Insurer may at any time during the continuation of any proceeding by or against the District under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Owner of the Series 2018A-1 Bonds delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of each Owner of the Series 2018A-1 Bonds with respect to the Series 2018A-1 Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each Owner of the Series 2018A-1 Bonds for the Insurer's benefit, and agrees to cooperate with the Insurer in taking any action reasonably necessary or appropriate in connection with

such appointment, delegation and assignment. Remedies granted to the Owners shall expressly include mandamus. Nothing herein shall be deemed to supersede the rights and obligations of the Trustee pursuant to Article VI of the Master Indenture.

(c) The maturity of the Series 2018A-1 Bonds shall not be accelerated without the consent of the Insurer and in the event the maturity of the Series 2018A-1 Bonds is accelerated in accordance with the Indenture, the Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued on such principal to the date of acceleration (to the extent unpaid by the District) and the Owners of the Series 2018A-1 Bonds shall be required to accept such amounts upon payment under the Bond Insurance Policy by the Insurer. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Bond Insurance Policy with respect to such Series 2018A-1 Bonds shall be fully discharged.

(d) No grace period for a covenant default with respect to the Series 2018A-1 Bonds under Section 902(g) of the Master Indenture shall exceed 30 days or be extended for more than 60 days, without the prior written consent of the Insurer. No grace period shall be permitted for payment defaults with respect to the Series 2018A-1 Bonds.

(e) The Insurer is a third party beneficiary of the Indenture.

(f) The exercise of any provision of the Indenture which permits the purchase of Series 2018A-1 Bonds in lieu of redemption shall require the prior written approval of the Insurer if any Series 2018A-1 Bond so purchased is not cancelled upon purchase.

(g) As more fully provided in Section 1105 of the Master Indenture and paragraph (b) of this Exhibit B, any amendment, supplement, modification to, or waiver of, the Indenture that requires the consent of Owners of the Series 2018A-1 Bonds or adversely affects the rights and interests of the Insurer shall be subject to the prior written consent of the Insurer.

(h) The rights granted to the Insurer under the Indenture to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Owners of the Series 2018A-1 Bonds and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Owners of the Series 2018A-1 Bonds or any other person is required in addition to the consent of the Insurer.

(i) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof, shall be used to effect defeasance of the Series 2018A-1 Bonds unless the Insurer otherwise approves.

To accomplish defeasance of the Series 2018A-1 Bonds, the District shall cause to be delivered to the Insurer (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2018A-1 Bonds in full on the maturity or redemption date ("Verification"), (ii) an escrow deposit agreement (which shall be acceptable in form and substance to the Insurer), and (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2018A-1 Bonds are no longer "Outstanding" under the Indenture. Each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the District, the Trustee and the Insurer. The Insurer shall be provided with final drafts of the above referenced documentation not less than five Business Days prior to the funding of the escrow.

Series 2018A-1 Bonds shall be deemed "Outstanding" under the Indenture unless and until they are in fact paid and retired or the above criteria are met.

(j) Amounts paid by the Insurer under the Bond Insurance Policy shall not be deemed paid for purposes of the Indenture and the Series 2018A-1 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the District in accordance with the Indenture. The Indenture shall not be discharged unless all amounts due or to become due to the Insurer have been paid in full or duly provided for; provided, however, that the source for any such payments shall be the Series 2018A Trust Estate and should there not be sufficient funds in the Series 2018A Trust Estate, including any and all amounts collected through the enforcement of the Series 2018A Assessments, to make such payments in full, the District shall not be obligated to make up any shortfall from any other sources.

(k) The following provisions shall apply to claims upon the Bond Insurance Policy and payments by and to the Insurer.

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Series 2018A-1 Bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2018A-1 Bonds due on such Payment Date, the Trustee shall make a claim under the Bond Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2018A-1 Bonds and the amount required to pay principal of the Series 2018A-1 Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

The Trustee shall designate any portion of payment of principal on Series 2018A-1 Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2018A-1 Bonds registered to the then current Owner of the Series 2018A-1 Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2018A-1 Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2018A-1 Bond shall have no effect on the amount of principal or interest payable by the District on any Series 2018A-1 Bond or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Bond Insurance Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2018A-1 Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Owners of the Series 2018A-1 Bonds referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Owners of the Series 2018A-1 Bonds and shall deposit any such amount in

the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Owners of the Series 2018A-1 Bonds in the same manner as principal and interest payments are to be made with respect to the Series 2018A-1 Bonds under the sections of the Indenture regarding payment of Series 2018A-1 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay Debt Service with other funds available to make such payments. Notwithstanding anything in the Indenture to the contrary, the District agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Bond Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"); provided, however, that the source for any such payments shall be the Series 2018A Trust Estate and should there not be sufficient funds in the Series 2018A Trust Estate, including any and all amounts collected through the enforcement of the Series 2018A Assessments, to make such payments in full, the District shall not be obligated to make up any shortfall from any other sources. The District hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Series 2018A Trust Estate and payable from such Series 2018A Trust Estate on a parity basis with Debt Service due on the Series 2018A-1 Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Insurer.

(l) The Insurer shall, to the extent it makes any payment of principal or interest on the Series 2018A-1 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the District to the Insurer under the Indenture shall survive discharge or termination of such Indenture.

(m) Subject to the provisions of paragraph (x) of this Exhibit B and after making the required deposits pursuant to Section 408 of this Fifth Supplemental Indenture, the District shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in the Indenture, (ii) the pursuit of any remedies under the Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture whether or not executed or completed, or (iv) any

litigation or other dispute in connection with the Indenture or the transactions contemplated thereby, other than costs, charges, fees and expenses, described in clauses (i) through (iv) resulting from the failure of the Insurer to honor its obligations under the Bond Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture. The source of any payments contemplated by this paragraph shall be the Series 2018A Trust Estate and the District shall not be obligated to make payments from any other sources.

(n) After payment of reasonable fees and expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the District or rebate only after the payment of past due and current Debt Service on the Series 2018A-1 Bonds and amounts required to restore the Series 2018A-1 Reserve Account to the Series 2018A-1 Reserve Account Requirement.

(o) The Insurer shall be entitled to pay principal or interest on the Series 2018A-1 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the District (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with the Indenture, whether or not the Insurer has received a Notice of Nonpayment (as such terms are defined in the Bond Insurance Policy) or a claim upon the Bond Insurance Policy.

(p) The notice address of the Insurer is: Assured Guaranty Municipal Corp., 1633 Broadway, New York, New York 10019, Attention: Managing Director – Surveillance, Re: Policy No. _____-N, Telephone: (212) 974-0100; Telecopier: (212) 339 3556. In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the Deputy General Counsel - Public Finance and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

(q) The Insurer shall be provided with the following information by the District or, to the extent it has such documents or knowledge of such events, the Trustee, as the case may be:

(1) In addition to the information provided by the dissemination agent under the Continuing Disclosure Agreement referenced in Section 702 of this Fifth Supplemental Indenture to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website, including the District's annual audited financial statements, which are required to be provided within the time frame required by Florida law, which currently requires such audited financial statements to be provided up to, but no later than, nine (9) months after the close of the District's Fiscal Year, the District

shall provide the Insurer with such other information, data or reports as the Insurer shall reasonably request from time to time;

(2) The Trustee shall give notice of any draw upon the Series 2018A-1 Reserve Account within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Series 2018A-1 Reserve Account Requirement, (ii) withdrawals in connection with a refunding of Series 2018A-1 Bonds and (iii) withdrawals in connection with the extraordinary mandatory redemption in full of the Series 2018A-1 Bonds;

(3) The Trustee shall provide notice of any default under the Indenture with respect to the Series 2018A-1 Bonds or the Series 2018A-2 Bonds known to the Trustee and the District shall provide notice of any default under the Indenture with respect to the Series 2018A-1 Bonds or the Series 2018A-2 Bonds known to the District, in each case, within five Business Days after knowledge thereof;

(4) The District will give prior notice of the advance refunding of any of the Series 2018A-1 Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(5) The District or the Trustee will give notice of the commencement of any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2018A-1 Bonds;

(6) The District will provide a full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Indenture;

(7) The Trustee shall provide notice of any draw on the Series 2018A-2 Reserve Account; and

(8) The Trustee will provide all reports, notices and correspondence to be delivered to Owners of the Series 2018A-1 Bonds under the terms of the Indenture.

(r) The Insurer shall have the right to receive such additional information relating to the District, the Series 2018A Assessments and the Series 2018A-1 Bonds as it may reasonably request.

(s) The District will permit the Insurer to discuss the affairs, finances and accounts of the District or any information the Insurer may reasonably request regarding the security for the Series 2018A-1 Bonds with appropriate officers of the District and will use commercially reasonable efforts to enable the Insurer to have

access to the facilities, books and records of the District on any business day upon reasonable prior notice.

(t) The Trustee shall notify the Insurer of any known failure of the District to provide notices, certificates and other information under the Indenture.

(u) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Indenture would adversely affect the security for the Series 2018A-1 Bonds or the rights of the Owners of the Series 2018A-1 Bonds, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Bond Insurance Policy.

(v) No contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Series 2018A-1 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer.

(w) The District shall not enter into any interest rate exchange agreement or any other interest rate maintenance agreement secured by and payable from the Series 2018A Trust Estate without the prior written consent of the Insurer.

(x) Nothing contained in this Exhibit B or elsewhere in the Indenture shall be construed as a pledge of the full faith and credit of the District or a general obligation of the District and all obligations of the District under the Indenture and this Exhibit B shall be payable solely from the Series 2018A Trust Estate in the manner set forth in the Indenture, including the priority of payment provisions set forth in Section 408 of the Fifth Supplemental Indenture.

(y) The District hereby covenants that it will not elevate the status of any Subordinate Debt (as defined in the Master Indenture) unless (i) the Series 2018A-1 Bonds are no longer Outstanding and no amounts are due or payable to the Insurer, or (ii) the District has obtained the prior written consent of the Insurer.

EXHIBIT C

RESERVE POLICY PROVISIONS

Notwithstanding anything in the Indenture to the contrary, so long as the Reserve Policy is in full force and effect and the Insurer has not defaulted in its payment obligations under the Reserve Policy, the following provisions shall apply:

(i) The District shall repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by the Insurer and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate; provided, however, that the source for any such payments shall be the Series 2018A Trust Estate and should there not be sufficient funds in the Series 2018A Trust Estate, including any and all amounts collected through the enforcement of the Series 2018A Assessments, to make such payments in full, the District shall not be obligated to make up any shortfall from any other sources. If the interest provisions of this paragraph (i) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the District had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of Policy Costs shall be made from all available moneys under the Indenture on the earliest dates such amounts are available until all Policy Costs are paid in full.

Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy. The obligation to pay Policy Costs shall be secured by a valid lien on all revenues and other collateral pledged as security for the Series 2018A-1 Bonds (subject only to the priority of payment provisions set forth under the Indenture).

Before any drawing may be made on the Reserve Policy or any other Credit Facility on deposit to the credit of the Series 2018A-1 Reserve Account in lieu of cash, the Trustee shall first transfer cash on deposit in the Series 2018A-2 Reserve Account established for the Series 2018A-2 Bonds and then transfer cash on deposit in the Series 2018A-1 Reserve Account established for the Series 2018A-1 Bonds to the Debt Service Fund for the Series 2018A-1 Bonds for payment of the Debt Service on the Series 2018A-1 Bonds. Payment of any Policy Costs shall be made prior to replenishment of any cash amounts. In the event another Credit Facility is on deposit in the Series 2018A-1 Reserve Account, draws on all Credit Facilities on deposit in the Series 2018A-1 Reserve Account (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Series 2018A-2 Reserve Account and then the Series 2018A-1 Reserve Account to the payment of Debt Service on the Series 2018A-1 Bonds. Payment of Policy Costs and reimbursement of amounts with respect to such Credit Facilities shall be made on a pro-rata basis (calculated by reference to the relative percentages by which draws were made on such Credit Facilities) prior to replenishment of any cash drawn from the Series 2018A-1 Reserve Account or Series 2018A-2 Reserve Account. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(ii) Draws under the Reserve Policy may only be used to make payments on Series 2018A-1 Bonds. In addition, unless otherwise consented to by the Insurer, the District shall not deposit a reserve fund insurance policy or any other credit instrument into the Series 2018A-1 Reserve Account.

(iii) If the District shall fail to pay any Policy Costs in accordance with the requirements of paragraph (i) above, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Indenture other than (1) acceleration of the maturity of the Series 2018A-1 Bonds, or (2) remedies which would adversely affect owners of the Series 2018A-1 Bonds.

(iv) The Indenture shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full as certified in writing by the District to the Trustee. The District's obligation to pay such amount shall expressly survive payment in full of the Series 2018A-1 Bonds.

(v) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph (i) hereof and provide notice to the Insurer in accordance with the Reserve Policy at least five Business Days

prior to each date upon which interest or principal is due on the Series 2018A-1 Bonds.

(vi) The Reserve Policy shall expire on the earlier of the date the Series 2018A-1 Bonds are no longer outstanding and the final maturity date of the Series 2018A-1 Bonds.

(vii) During an Event of Default, the reimbursement of Policy Costs under these provisions shall be subordinate only to the payment of Debt Service due to the Owners of the Series 2018A-1 Bonds under Section 905 of the Master Indenture and Trustee's fees and expenses with respect to the Series 2018A-1 Bonds.

2.

ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT (the "Agreement"), dated as of [Closing Date], between **RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT**, a duly created and validly existing local unit of special purpose government (the "District"), and **U.S. BANK NATIONAL ASSOCIATION** (the "Escrow Agent"), a national banking association authorized to accept and execute trusts of the character herein set out, with its designated office and post office address located at 225 East Robinson Street, Suite 250, Orlando, Florida 32801, Attention: Corporate Trust Department.

WHEREAS, Main Street Community Development District ("Main Street") has heretofore issued, sold and delivered its Main Street Community Development District Capital Improvement Revenue Bonds, Series 2008A (the "Series 2008A Bonds") currently outstanding in the aggregate principal amount of \$6,225,000 (the Outstanding principal of such Series 2008A Bonds hereinafter referred to as the "Refunded Bonds") under and pursuant to the terms of a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), from Main Street to U.S. Bank National Association, as trustee (the "Trustee"), as amended and supplemented by a Second Supplemental Trust Indenture, dated as of March 1, 2008 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), from Main Street to the Trustee; and

WHEREAS, Main Street and the District entered into that certain Merger Agreement dated as of July 1, 2010 (the "Merger Agreement"), authorizing the merger of Main Street and the District, resulting in the merger of Main Street into and the survival of the District under the District's existing name, effective as of September 6, 2011; and pursuant to the terms of the Merger Agreement and that certain Assumption Agreement dated as of September 6, 2011, between the Trustee and the District, the District assumed all bond indebtedness of Main Street, including but not limited to all obligations of Main Street with respect to the Series 2008A Bonds; and

WHEREAS, the District desires to currently refund such Refunded Bonds to achieve debt service savings; and

WHEREAS, the District has authorized the issuance, sale and delivery of its \$[A-1 Amount] Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien) and its \$[A-2 Amount] Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien) (collectively, the "Series 2018A Bonds") pursuant to a Fifth Supplemental Trust Indenture, dated as of

September 1, 2018 (the "Fifth Supplemental Indenture"), from the District to the Trustee to secure the issuance of the Series 2018A Bonds and to set forth the terms of the Series 2018A Bonds, a portion of the proceeds of which, together with certain other legally available moneys of the District, will be used to discharge the pledge of and lien of the Indenture in favor of the holders of such Refunded Bonds; and

WHEREAS, the issuance of the Series 2018A Bonds, the deposit of cash into an escrow deposit trust fund to be held by the Escrow Agent and the discharge of the pledge of and lien of the Indenture in favor of the holders of such Refunded Bonds shall occur as a simultaneous transaction; and

WHEREAS, this Agreement is intended to effectuate such simultaneous transaction;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. PREAMBLES. The recitals stated above are true and correct and incorporated herein.

SECTION 2. RECEIPT OF INDENTURE. Receipt of true and correct copies of the Indenture and this Agreement, is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Indenture, including, without limitation, Articles III and XII of the Master Indenture, are incorporated herein by reference. The Escrow Agent also acknowledges receipt of the final numbers (the "Final Numbers") prepared by MBS Capital Markets, LLC showing its calculations of the amount needed to refund the Refunded Bonds at the redemption price as set forth in the Final Numbers, as verified by the verification report of Causey, Demgen, & Moore, P.C., a firm of independent certified public accountants, dated [Closing Date]. The Escrow Agent has no responsibility for the production, review or accuracy of either the Final Numbers or the verification report.

SECTION 3. DISCHARGE OF LIEN OF HOLDERS OF REFUNDED BONDS. In accordance with Articles III and XII of the Master Indenture, simultaneously herewith, the lien of the Indenture and all covenants, agreements and other obligations of the District to the Owners of the Refunded Bonds shall cease, terminate and become void and be discharged and satisfied.

SECTION 4. ESTABLISHMENT OF ESCROW FUND. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "Rivers Edge Community Development District Capital Improvement Revenue Bonds, Series 2008A Escrow Deposit Trust Fund" (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent as a trust fund for the benefit of the holders of the Refunded Bonds,

separate and apart from other funds and accounts of the District and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund the sum of \$[BP] received from the District from proceeds of the Series 2018A Bonds (the "Bond Proceeds") and the sum of \$[_____] received from the District from other available funds (the "District Moneys"), consisting of \$[_____] transferred from the Series 2008 [_____] Account and \$[_____] transferred from the Series 2008 [_____] Account.

SECTION 5. DEPOSIT OF MONEYS IN ESCROW FUND. The District hereby directs, and the Escrow Agent acknowledges, that the Bond Proceeds and the District Moneys deposited with the Escrow Agent pursuant to Section 4 above shall be held in the Escrow Fund uninvested in cash (the "Cash") and neither the District nor the Escrow Agent shall otherwise invest or reinvest any moneys in the Escrow Fund.

SECTION 6. SUFFICIENCY OF CASH DEPOSIT. In reliance upon the Final Numbers, the District represents that the Cash is sufficient such that moneys will be available to the Escrow Agent in amounts sufficient at the times required to pay the amounts of principal of, redemption premium, if any, and interest due and to become due on the Refunded Bonds as described in Schedule A attached hereto. If the Cash shall be insufficient to make such payments, the District shall timely deposit to the Escrow Fund, solely from legally available funds of the District, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule A attached hereto. Notice of any insufficiency shall be given by the Escrow Agent to the District as promptly as possible, but the Escrow Agent shall in no manner be responsible for the District's failure to make such deposits.

SECTION 7. CASH IN TRUST FOR HOLDERS OF REFUNDED BONDS. The deposit of the Cash in the Escrow Fund shall constitute an irrevocable deposit of cash in trust solely for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds at such times and in such amounts as set forth in Schedule A attached hereto, and the Cash shall be used solely for such purpose.

SECTION 8. ESCROW AGENT TO PAY REFUNDED BONDS FROM ESCROW FUND. The District hereby directs, and the Escrow Agent hereby agrees, that it will take all actions required to be taken by it under the provisions of the Indenture, including the timely transfer of, but solely from funds on deposit in the Escrow Fund, money to the Paying Agent for the Refunded Bonds as provided in the Indenture, in order to effectuate this Agreement and to pay the Refunded Bonds in the amounts and at the times provided in Schedule A attached hereto. The Cash shall be used to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the same may mature or be redeemed. If any payment date

shall be a day on which either the Paying Agent for the Refunded Bonds or the Escrow Agent is not open for the acceptance or delivery of funds, then the Escrow Agent shall make payment on the next business day. The liability of the Escrow Agent for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Cash available for such purposes in the Escrow Fund.

SECTION 9. ESCROW FUND SHALL CONTINUE IN EFFECT. The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the Paying Agent for the Refunded Bonds in an amount sufficient to pay the Refunded Bonds as described in Schedule A attached hereto, whereupon the Escrow Agent shall transfer all remaining money, if any, in the Escrow Fund to the District.

SECTION 10. REFUNDING OF REFUNDED BONDS. The District hereby irrevocably instructs the Escrow Agent to give or cause to be given at the appropriate times the notice or notices required by the Indenture in connection with the refunding of the Refunded Bonds in accordance with Schedule A attached hereto, in the form customarily used by the Escrow Agent for such notices.

SECTION 11. DEFEASANCE OF REFUNDED BONDS. Concurrently with the deposit of the Cash set forth in Section 5 hereof, the District represents that, in reliance upon Schedule A attached hereto, the Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in Article XII of the Master Indenture. The District hereby irrevocably instructs the Escrow Agent to give or cause to be given the notice or notices required by the Indenture in connection with the defeasance of the Refunded Bonds. A form notice of defeasance is attached hereto as Schedule B.

SECTION 12. ESCROW FUND IRREVOCABLE. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on the Cash deposited in the Escrow Fund pursuant to the terms hereof and the interest earnings thereon until paid out, used and applied in accordance with this Agreement and the Indenture. The District shall not cause nor permit, and the Escrow Agent shall not grant, any other lien or interest whatsoever to be imposed upon the Escrow Fund.

SECTION 13. AMENDMENTS TO AGREEMENT. This Agreement is made for the benefit of the District and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Escrow Agent and the District; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such

holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized Bond Counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 13.

SECTION 14. FEES AND EXPENSES OF ESCROW AGENT; INDEMNIFICATION. In consideration of the services rendered by the Escrow Agent under this Agreement, the District has paid to the Escrow Agent a one-time fee and expenses, receipt of which is hereby acknowledged. The Escrow Agent shall have no lien whatsoever upon any of the Cash in said Escrow Fund for the payment of fees and expenses. The District further agrees to indemnify and save the Escrow Agent, its agents and employees, harmless, to the extent allowed by law, against any liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind or nature, which it may incur in the exercise and performance of its powers and duties hereunder, including legal expenses, and which are not due to its gross negligence or willful misconduct. This Section 14 shall survive the termination of this Agreement, or, as to the Escrow Agent, its resignation or removal.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may, at the expense of the District, consult with

counsel, who may be counsel to the District or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the District of its intention.

The Escrow Agent and its successors, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, by reason of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance and disposition of the various moneys and funds described herein, any payment, transfer or other application of funds by the Escrow Agent in accordance with the provisions of this Agreement or any act that is not grossly negligent, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the District and to holders of the Refunded Bonds to the extent of their respective damages for grossly negligent or willful misconduct of the Escrow Agent which violate or fail to comply with the terms of this Agreement. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

SECTION 15. REPORTING REQUIREMENTS OF ESCROW AGENT.

As soon as practicable after the Refunded Bonds are redeemed, the Escrow Agent shall forward in writing to the District a statement regarding the Escrow Fund, including the income, if any, earned therein and withdrawals of money therefrom, since the date of its establishment.

SECTION 16. RESIGNATION OR REMOVAL OF ESCROW AGENT.

The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than 45 days' written notice to the District and mailing notice thereof, specifying the date when such resignation will take effect, to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the District as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the District or the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the District shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the District shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The District shall mail notice of any such appointment made by it at the times and in the manner described in the second paragraph of this Section 16.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the District pursuant to the foregoing provisions of this Section 16 within 45 days after written notice of resignation of the Escrow Agent has been given to the District, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall remit to the District the prorated portion of prepaid fees not yet incurred or payable, less any termination fees and expenses at the time of discharge, and shall have no further liability hereunder and the District shall, to the extent permitted by applicable law, indemnify and hold harmless Escrow Agent from any such liability, including costs or expenses incurred by Escrow Agent or its counsel.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any State, and shall have at the time of appointment capital and surplus of not less than \$50,000,000 or trust assets under management of not less than \$500,000,000.

Subject to the immediately succeeding paragraph hereof, every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the District an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights,

immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the District, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder, except for the Escrow Agent's rights under Section 14 hereof; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the District be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the District.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it shall be a party or any corporation to which the Escrow Agent or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 17. TERMINATION OF AGREEMENT. Except as provided in Section 14 hereof, this Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination and payment of all moneys set forth on Schedule A attached hereto, all moneys remaining in the Escrow Fund shall be released to the District.

SECTION 18. GOVERNING LAW. This Agreement shall be governed by the applicable laws of the State of Florida.

SECTION 19. SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 21. NOTICES. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

If to the Escrow Agent:

U.S. Bank National Association
225 E. Robinson Street, Suite 250
Orlando, Florida 32801
Attention: Corporate Trust Department

If to the District:

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

Copy to District Counsel:

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Escrow Deposit Agreement as of the date first written herein.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

Secretary

By: _____
Chairman, Board of Supervisors

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Vice President

SCHEDULE A

DEBT SERVICE REQUIREMENTS FOR REFUNDED BONDS

SCHEDULE B

NOTICE OF DEFEASANCE

**Main Street Community Development District
(St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2008A**

<u>Series</u>	<u>Amount Refunded</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP</u> ¹
2008A	\$6,225,000	6.80%	May 1, 2038	560353AD6

NOTICE IS HEREBY GIVEN that that there has been deposited with U.S. Bank National Association, as Escrow Agent, cash sufficient to pay on [Redemption Date] (the "Redemption Date") the Redemption Price and interest due and to become due on the above captioned Bonds (collectively, the "Defeased Bonds") on or prior to the Redemption Date, pursuant to the terms and provisions of a certain Escrow Deposit Agreement dated as of [Closing Date] (the "Escrow Agreement"), by and among Rivers Edge Community Development District and the Escrow Agent.

The Defeased Bonds will be called for optional redemption on the Redemption Date at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

The Defeased Bonds are deemed to have been paid within the meaning of Article XII of the Master Trust Indenture dated as of November 1, 2006, under which the Defeased Bonds were issued and are secured. **This notice does not constitute a notice of redemption and no Bonds should be delivered to the Issuer or its paying agents or the Escrow Agent as a result of this publication.**

The Trustee for the Defeased Bonds will provide notice of redemption in accordance with the provisions of the Master Trust Indenture.

Dated: [Closing Date]

U.S. BANK NATIONAL ASSOCIATION,
Escrow Agent

¹ Neither the District nor the Trustee is responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.

3.

PRELIMINARY OFFICIAL STATEMENT DATED AUGUST __, 2018

NEW ISSUE – BOOK-ENTRY ONLY

See “RATINGS” herein.

In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under “TAX MATTERS,” interest on the Series 2018A Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes, except as otherwise described herein under the caption “TAX MATTERS” and (b) not an item of tax preference for purposes of the federal alternative minimum tax. However, it should be noted such interest is included in adjusted current earnings in calculating alternative minimum taxable income for taxable years beginning prior to January 1, 2018. Such interest also may be subject to other federal income tax consequences referred to herein under “TAX MATTERS.” See “TAX MATTERS” herein for a general discussion of Bond Counsel’s opinion and other tax considerations.

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
(ST. JOHNS COUNTY, FLORIDA)**

\$ _____ *
**CAPITAL IMPROVEMENT REVENUE
REFUNDING BONDS,
SERIES 2018A-1 (SENIOR LIEN)**

\$ _____ *
**CAPITAL IMPROVEMENT REVENUE
REFUNDING BONDS,
SERIES 2018A-2 (SUBORDINATE LIEN)**

Dated: Date of Original Issuance

Due: May 1, as shown on inside cover

The \$ _____ * Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien) (the “Series 2018A-1 Bonds”) and the \$ _____ * Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien) (the “Series 2018A-2 Bonds” and, together with the Series 2018A-1 Bonds, the “Series 2018A Bonds”) are being issued by the Rivers Edge Community Development District (the “District”) pursuant to a Master Trust Indenture dated as of November 1, 2006 (the “Master Indenture”) from the District to U.S. Bank National Association (the “Trustee”), as supplemented by a Fifth Supplemental Trust Indenture dated as of September 1, 2018, from the District to the Trustee (the “Fifth Supplement” and, together with the Master Indenture, the “Indenture”). Capitalized terms not defined herein shall have the meanings assigned to them in the Indenture.

The Series 2018A Bonds are being issued only in fully registered form, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2018A-2 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000. The Series 2018A-2 Bonds will only initially be sold to “Accredited Investors” as described in “SUITABILITY FOR INVESTMENT” herein.

The Series 2018A Bonds will be dated their date of issuance and delivery to the initial purchasers thereof and will bear interest payable on each May 1 and November 1, commencing November 1, 2018 (each, an “Interest Payment Date”) and shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2018A Bonds will mature on May 1 of such years, in such amounts and at such rates as set forth on the inside cover page of this Official Statement. The Series 2018A Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company (“DTC”) of New York, New York. Purchases of beneficial interests in the Series 2018A Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2018A Bonds

* Preliminary, subject to change.

will be paid from the sources provided below by the Trustee directly to Cede & Co., as the nominee of DTC as the registered owner thereof. Disbursements of such payments to DTC's Direct Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC's Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2018A Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2018A Bond. See "DESCRIPTION OF THE SERIES 2018A BONDS – Book-Entry Only System" herein.

The Series 2018A Bonds are being issued by the District, a local unit of special-purpose government of the State of Florida (the "State"), created by the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") and established by Rule 42FFF-1.001, et seq. *Florida Administrative Code*, of the Florida Land and Water Adjudicatory Commission ("FLWAC"), effective November 11, 2006, as amended on September 6, 2011, and June 27, 2017. See "THE DISTRICT" herein for additional information.

The Series 2018A Bonds are being issued to, together with other funds of the District: (i) currently refund and redeem all of the Refunded Bonds (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2018A Bonds, including the premium for the Bond Insurance Policy (as defined herein); (iii) pay a portion of the interest first coming due on the Series 2018A Bonds; and (iv) purchase the Reserve Policy (as defined herein) to be deposited to the Series 2018A-1 Reserve Account in partial satisfaction of the Series 2018A-1 Reserve Account Requirement, which shall be held solely for the benefit of all of the Series 2018A-1 Bonds, make a deposit into the Series 2018A-1 Reserve Account to be held solely for the benefit of all of the Series 2018A-1 Bonds, and make a deposit into the Series 2018A-2 Reserve Account to be held for the benefit of all of the Series 2018A Bonds, subject, however, to the first and prior lien of the Series 2018A-1 Bonds thereon. See "PLAN OF REFUNDING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2018A Bonds are payable from and secured solely by the Series 2018A Trust Estate. The Series 2018A Trust Estate consists of Series 2018A Pledged Revenues, being all revenues derived by the District from the Series 2018A Assessments levied by the District which correspond to the Debt Service on the Series 2018A Bonds, and the Series 2018A Pledged Funds, being all of the Funds and Accounts held under the Indenture (except for the Series 2018A Rebate Account). See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein.

The Series 2018A Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See "DESCRIPTION OF THE SERIES 2018A BONDS – Redemption Provisions" herein.

NEITHER THE SERIES 2018A BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2018A BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES

2018A BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2018A BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2018A TRUST ESTATE PLEDGED TO THE SERIES 2018A BONDS; PROVIDED, HOWEVER, THAT THE LIEN IN FAVOR OF THE OWNERS OF THE SERIES 2018A-2 BONDS SHALL BE SUBORDINATE AND INFERIOR IN ALL RESPECTS TO THE LIEN AND PLEDGE THEREOF TO THE OWNERS OF THE SERIES 2018A-1 BONDS, ALL AS PROVIDED IN THE INDENTURE AND THE SERIES 2018A BONDS.

The Series 2018A Bonds involve a degree of risk (see “BONDOWNERS’ RISKS” herein) and are not suitable for all investors (see “SUITABILITY FOR INVESTMENT” herein). The Underwriter is limiting this offering of the Series 2018A-2 Bonds to “Accredited Investors” within the meaning of Chapter 517, Florida Statutes, and the rules of the Florida Department of Financial Services promulgated thereunder. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2018A-2 Bonds. The Series 2018A-2 Bonds are not credit enhanced or rated and no application has been made for a rating with respect to the Series 2018A-2 Bonds.

The scheduled payment of principal and interest on the Series 2018A-1 Bonds when due will be guaranteed under an insurance policy (the “Bond Insurance Policy”) to be issued concurrently with the delivery of the Series 2018A-1 Bonds by Assured Guaranty Municipal Corp. (“AGM”).

[INSERT AGM LOGO]

This cover page contains information for quick reference only. It is not a summary of the Series 2018A Bonds. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The sale of the Series 2018A Bonds to the initial purchasers is subject to certain conditions precedent, including, without limitation, receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2018A Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Hopping Green & Sams, P.A., Tallahassee, Florida. Bryant Miller Olive P.A., Orlando, Florida, is serving as Underwriter’s Counsel. Certain legal matters will be passed upon for the Trustee by its counsel Holland & Knight, LLP, Miami, Florida. It is expected that the Series 2018A Bonds will be delivered in book-entry only form through the facilities of DTC on or about _____, 2018.

MBS Capital Markets, LLC

Dated: _____, 2018

**MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES,
YIELDS, PRICES AND INITIAL CUSIP NUMBERS**

**RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
(ST. JOHNS COUNTY, FLORIDA)**

\$ _____
**CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS,
SERIES 2018A-1 (SENIOR LIEN)**

\$ _____ **Serial Series 2018A-1 Bonds**

<u>Maturity</u> <u>(May 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>	<u>Initial</u> <u>CUSIP No.</u>
-----------------------------------	---------------	--------------------------------	--------------	--------------	------------------------------------

\$ _____ % Term Series 2018A-1 Bond Due May 1, 20__ - Yield: __% - Price: ____ - CUSIP No. _____**
\$ _____ % Term Series 2018A-1 Bond Due May 1, 20__ - Yield: __% - Price: ____ - CUSIP No. _____**

\$ _____
**CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS,
SERIES 2018A-2 (SUBORDINATE LIEN)**

\$ _____ % Term Series 2018A-2 Bond Due May 1, 20__ - Yield: __% - Price: ____ - CUSIP No. _____**
\$ _____ % Term Series 2018A-2 Bond Due May 1, 20__ - Yield: __% - Price: ____ - CUSIP No. _____**
\$ _____ % Term Series 2018A-2 Bond Due May 1, 20__ - Yield: __% - Price: ____ - CUSIP No. _____**

** CUSIP numbers have been assigned to the Series 2018A Bonds by an organization not affiliated with the District and are included solely for the convenience of the owners of the Series 2018A Bonds. The District is not responsible for the selection, use or accuracy of the CUSIP numbers set forth herein.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2018A Bonds in any jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The District has deemed this Preliminary Official Statement “final”, except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS

Jason Sessions, Chair*
Tara Jinks, Vice Chair*
Rick Egger, Assistant Secretary*
Judy Long, Assistant Secretary
Charles Oates, Assistant Secretary

DISTRICT MANAGER AND METHODOLOGY CONSULTANT

Governmental Management Services, LLC
St. Augustine, Florida

DISTRICT COUNSEL

Hopping Green & Sams P.A.
Tallahassee, Florida

BOND COUNSEL

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

UNDERWRITER'S COUNSEL

Bryant Miller Olive P.A.
Orlando, Florida

* Employee of, or affiliated with, the Developer.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE DISTRICT, THE STATE OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY ANY OF THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE SERIES 2018A BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE DISTRICT AND OBTAINED FROM SOURCES, WHICH ARE BELIEVED BY THE DISTRICT AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE DISTRICT SINCE THE DATE HEREOF.

The following information has been furnished by Assured Guaranty Municipal Corp. ("AGM"), for use in this Official Statement:

Assured Guaranty Municipal Corp. ("AGM") makes no representation regarding the Series 2018A Bonds or the advisability of investing in the Series 2018A Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading "BOND INSURANCE" and "APPENDIX F - SPECIMEN MUNICIPAL BOND INSURANCE POLICY."

IN CONNECTION WITH THIS OFFERING OF THE SERIES 2018A BONDS, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2018A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2018A BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2018A BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY BE REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, WILL HAVE PASSED UPON THE MERITS OF THE SERIES 2018A BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "EXPECT," "ESTIMATE," "PROJECT," "ANTICIPATE," "BUDGET" OR OTHER SIMILAR WORDS.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OR ANY PROVISIONS OR SECTION IN THIS OFFICIAL STATEMENT.

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

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

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
General	1
Description of the Bonds	1
Purpose of the Bonds	2
Security for the Bonds.....	2
The District	3
Continuing Disclosure	3
Other Information	3
SUITABILITY FOR INVESTMENT	4
THE DISTRICT.....	4
History.....	4
Merger.....	5
Boundary Amendment	5
New Districts.....	6
General	6
Board of Supervisors.....	7
The District Manager and Other Consultants	8
PRIOR AND OUTSTANDING INDEBTEDNESS.....	8
PLAN OF REFUNDING.....	9
VERIFICATION	9
DESCRIPTION OF THE SERIES 2018A BONDS.....	9
Redemption Provisions	11
Notice of Redemption	14
Book-Entry Only System	15
SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS.....	17
General	17
AGM Deemed Owner of Series 2018A-1 Bonds for Certain Purposes under the Indenture	18
Limitation on Additional Bonds.....	18
Funds and Accounts.....	18
Reserve Account Requirements; Series 2018A-1 Reserve Account and Series 2018A-2 Reserve Account	19
Flow of Funds	21
Limitations on Rights and Remedies of Owners of Series 2018A-2 Bonds	24
Extraordinary Fees and Expenses of Trustee	24
Enforcement and Collection of Series 2018A Assessments	25
Prepayment	26
Additional Covenant of the District Regarding Special Assessments.....	26
BOND INSURANCE	27
The Bond Insurance Policy.....	27
Assured Guaranty Municipal Corp.	27
THE RESERVE POLICY.....	29
ENFORCEMENT OF ASSESSMENT COLLECTIONS	29
General	29
Direct Billing and Foreclosure Procedure	30

Uniform Method Procedure.....	31
BONDOWNERS' RISKS	34
ESTIMATED SOURCES AND USES OF FUNDS.....	40
DEBT SERVICE REQUIREMENTS.....	41
THE SERIES 2018A ASSESSMENT AREA	42
The Development	42
Series 2018A Assessment Area	43
Value-to-Lien Ratios.....	46
Development Status	46
Taxpayer Concentration	48
Collection History/Tax Certificate Sales.....	49
TAX MATTERS	50
Opinion of Bond Counsel.....	50
Internal Revenue Code of 1986.....	50
Collateral Tax Consequences.....	51
Florida Taxes	51
Other Tax Matters.....	51
Original Issue Discount	52
Bond Premium	52
AGREEMENT BY THE STATE	53
LEGALITY FOR INVESTMENT.....	53
ENFORCEABILITY OF REMEDIES.....	53
LITIGATION	53
CONTINGENT FEES.....	53
RATINGS.....	54
EXPERTS.....	54
FINANCIAL STATEMENTS	54
DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS.....	54
CONTINUING DISCLOSURE.....	55
CONTINUING COMPLIANCE	55
The District	55
The Developer	55
UNDERWRITING.....	56
VALIDATION	56
LEGAL MATTERS.....	56
MISCELLANEOUS	57
AUTHORIZATION AND APPROVAL.....	58

APPENDIX A:	COPY OF MASTER INDENTURE AND FORM OF FIFTH SUPPLEMENT
APPENDIX B:	FORM OF OPINION OF BOND COUNSEL
APPENDIX C:	AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017
APPENDIX D:	2018 ASSESSMENT REPORT
APPENDIX E:	FORM OF CONTINUING DISCLOSURE AGREEMENT
APPENDIX F:	SPECIMEN MUNICIPAL BOND INSURANCE POLICY

OFFICIAL STATEMENT

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT (ST. JOHNS COUNTY, FLORIDA)

\$ _____
CAPITAL IMPROVEMENT REVENUE
REFUNDING BONDS,
SERIES 2018A-1 (SENIOR LIEN)

\$ _____
CAPITAL IMPROVEMENT REVENUE
REFUNDING BONDS,
SERIES 2018A-2 (SUBORDINATE LIEN)

INTRODUCTION

General

The purpose of this Official Statement, including the cover page, inside cover page, and appendices attached hereto, is to set forth certain information in connection with the offering for sale by the Rivers Edge Community Development District (the "District" or "Issuer") of its \$ _____ Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien) (the "Series 2018A-1 Bonds") and \$ _____ Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien) (the "Series 2018A-2 Bonds" and, together with the Series 2018A-1 Bonds, the "Series 2018A Bonds").

This introduction is not a summary of this Official Statement and is intended only for quick reference. It is only a brief description of and guide to, and is qualified in its entirety by reference to, the more complete and detailed information contained in the entire Official Statement, including the cover page and the appendices attached hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement and of the documents summarized or described herein, if necessary. The offering of the Series 2018A Bonds to potential investors is made only by means of the entire Official Statement, including the appendices attached hereto. No person is authorized to detach this Introduction from the Official Statement or to otherwise use it without the entire Official Statement including the appendices attached hereto.

The Series 2018A Bonds are being issued by the District pursuant to the Act and a Master Trust Indenture dated as of November 1, 2006 (the "Master Indenture") from the District to U.S. Bank National Association (the "Trustee"), as supplemented by a Fifth Supplemental Trust Indenture dated as of September 1, 2018, from the District to the Trustee (the "Fifth Supplement" and, together with the Master Indenture, the "Indenture"). All capitalized terms used in this Official Statement that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the Indenture. See "APPENDIX A - COPY OF MASTER INDENTURE AND FORM OF FIFTH SUPPLEMENT" attached hereto.

Description of the Bonds

The Series 2018A Bonds are being issued only in fully registered form, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2018A-2 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of

\$5,000 in excess of \$100,000. The Series 2018A-2 Bonds will only initially be sold to “Accredited Investors” as described in “SUITABILITY FOR INVESTMENT” herein.

The Series 2018A Bonds will be dated their date of issuance and delivery to the initial purchasers thereof and will bear interest payable on each May 1 and November 1, commencing November 1, 2018 (each, an “Interest Payment Date”) and shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2018A Bonds will mature on May 1 of such years, in such amounts and at such rates as set forth on the inside cover page of this Official Statement.

The Series 2018A Bonds, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company (“DTC”) of New York, New York. Purchases of beneficial interests in the Series 2018A Bonds will be made only in book-entry form. Accordingly, principal of and interest on the Series 2018A Bonds will be paid from the sources provided below by the Trustee directly to Cede & Co., as the nominee of DTC as the registered owner thereof. Disbursements of such payments to DTC’s Direct Participants (as hereinafter defined) is the responsibility of DTC and disbursements of such payments to the beneficial owners is the responsibility of DTC’s Direct Participants and the Indirect Participants (as hereinafter defined), as more fully described herein. Any purchaser of a beneficial interest in a Series 2018A Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Series 2018A Bond. See “DESCRIPTION OF THE SERIES 2018A BONDS - Book-Entry Only System” herein.

The Series 2018A Bonds are subject to optional, mandatory sinking fund and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein. See “DESCRIPTION OF THE SERIES 2018A BONDS – Redemption Provisions” herein.

Purpose of the Bonds

The Series 2018A Bonds are being issued to, together with other funds of the District: (i) currently refund and redeem all of the Refunded Bonds (as defined herein); (ii) pay certain costs associated with the issuance of the Series 2018A Bonds, including the premium for the Bond Insurance Policy (as defined herein); (iii) pay a portion of the interest first coming due on the Series 2018A Bonds; and (iv) purchase the Reserve Policy (as defined herein) to be deposited to the Series 2018A-1 Reserve Account in partial satisfaction of the Series 2018A-1 Reserve Account Requirement, which shall be held solely for the benefit of all of the Series 2018A-1 Bonds, make a deposit into the Series 2018A-1 Reserve Account to be held solely for the benefit of all of the Series 2018A-1 Bonds, and make a deposit into the Series 2018A-2 Reserve Account to be held for the benefit of all of the Series 2018A Bonds, subject, however, to the first and prior lien of the Series 2018A-1 Bonds thereon. See “PLAN OF REFUNDING” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

Security for the Bonds

The Series 2018A Bonds are payable from and secured solely by the Series 2018A Trust Estate. The Series 2018A Trust Estate consists of Series 2018A Pledged Revenues, being all revenues received by the District from the Series 2018A Assessments levied by the District which correspond to the Debt Service on the Series 2018A Bonds, and the Series 2018A Pledged Funds being all of the Funds and Accounts held under the Indenture (except for the Series 2018A Rebate Account). See “SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS” herein.

The scheduled payment of principal and interest on the Series 2018A-1 Bonds when due will be guaranteed under an insurance policy (the "Bond Insurance Policy") to be issued concurrently with the delivery of the Series 2018A-1 Bonds by Assured Guaranty Municipal Corp. ("AGM"). The Series 2018A-2 Bonds are not credit enhanced.

The Series 2018A-2 Bonds are not a suitable investment for all investors. Pursuant to applicable State law, the Underwriter is limiting this initial offering of the Series 2018A-2 Bonds to only Accredited Investors within the meaning of the Rules of the Florida Department of Financial Services. The limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2018A-2 Bonds. POTENTIAL INVESTORS ARE SOLELY RESPONSIBLE FOR EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SERIES 2018A-2 BONDS. See "BONDOWNERS' RISKS" and "SUITABILITY FOR INVESTMENT" herein. Other than as referenced in the section captioned "SUITABILITY FOR INVESTMENT" herein, no person has been authorized by the District or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing.

The District

The District was created by the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") established by Rule 42-FFF-1.001, et seq. *Florida Administrative Code*, of the Florida Land and Water Adjudicatory Commission ("FLWAC"), effective November 11, 2006, as amended on September 6, 2011, and June 27, 2017 (the "Establishing Rule"). The District was established for the purpose of, among other things, financing and managing the design, acquisition, construction, maintenance, and operation of systems, facilities and basic infrastructure within and without the boundaries of the premises governed by the District and related professional fees and other costs. For more complete information about the District, the Board and the District Manager, see "THE DISTRICT" herein.

Continuing Disclosure

The District has covenanted in the Indenture to comply with the continuing disclosure requirements contained in Securities and Exchange Commission Rule 15c2-12 ("Rule 15c2-12"). See "CONTINUING DISCLOSURE" herein and "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. The Developer (as defined herein) will also enter into the Continuing Disclosure Agreement and provide quarterly updates as provided in "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" until such time as the Developer is no longer an Obligated Person pursuant to Rule 15c2-12.

Other Information

There follows in this Official Statement a brief description of AGM, the Bond Insurance Policy, the Reserve Policy, the District, the Series 2018A Assessment Area and summaries of the terms of the Series 2018A Bonds, the Indenture, the Series 2018A Assessments and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents and statute, and all references to the Series 2018A Bonds are qualified by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. A copy of

the Master Indenture and the form of the Fifth Supplement appear in APPENDIX A attached hereto. A copy of the 2018 Assessment Report (as hereinafter defined) is provided in APPENDIX D attached hereto.

This Official Statement speaks only as of its date and the information contained herein is subject to change.

SUITABILITY FOR INVESTMENT

Investment in the Series 2018A Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Official Statement. Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, and the opportunity to ask questions of the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Series 2018A Bonds.

While the Series 2018A Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter has determined that the Series 2018A-2 Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2018A-2 Bonds only to "Accredited Investors," as defined in Chapter 517, Florida Statutes, and the rules promulgated thereunder; however, the limitation of the initial offering to Accredited Investors does not denote restrictions on transfer in any secondary market for the Series 2018A-2 Bonds. Prospective investors in the Series 2018A-2 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2018A-2 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

THE DISTRICT

History

The District was established by the Establishing Rule.

Main Street Community Development District ("Main Street", and together with the District, the "Original Districts"), located within unincorporated St. Johns County (the "County"), was established by Ordinance No. 2006-40 of the County, effective on April 26, 2006. As originally established, Main Street encompassed 89.9 acres within the RiverTown Development of Regional Impact ("RiverTown DRI"), while the District was established over the balance of the remaining acres contained within the RiverTown DRI. The Original Districts, both local units of special-purpose government, were established for purposes of, among other things, financing and managing the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within the Development (described herein under the section, "THE SERIES 2018A ASSESSMENT AREA - The Development"). As established, the lands in Main Street were intended to be predominately non-residential in character, while the original District lands were intended to be predominately residential; however, as both Original Districts were located within the RiverTown DRI and the Development, the lands located in both were intended to function as a single, interrelated community. The Original Districts approved a common master improvement plan (the "Original Improvement Plan"). Additionally, pursuant to an Interlocal Agreement dated July 30, 2007 (the "Interlocal Agreement"), the Original Districts also agreed to jointly

exercise their powers and authority to efficiently finance, construct and acquire infrastructure comprising a portion of the Original Improvement Plan.

Merger

As a result of changes to the development plan for the Development under the former majority landowner, The St. Joe Company ("Former Landowner"), the Original Districts pursued a merger in accordance with section 190.046(3), *Florida Statutes*. Pursuant to that certain Merger Agreement dated as of July 1, 2010 (the "Merger Agreement") and the proceedings of the FLWAC meeting on August 2, 2011, at which meeting the merger of the Original Districts was approved and the Establishing Rule was amended, the District's boundaries were amended to include the boundaries of Main Street effective as of September 6, 2011, and the District was the sole surviving entity (herein, the "Merger"). Additionally, pursuant to the Merger Agreement and that certain Assumption Agreement dated as of September 6, 2011, between the Trustee and the District (the "Assumption Agreement"), among other things: (i) the District assumed all indebtedness of Main Street and received title to all Main Street owned property; (ii) Main Street's only then outstanding bond indebtedness continued to be secured by the existing debt assessment liens that continue to be allocated in the same manner as before the Merger so that the security for and payment terms of the outstanding bond indebtedness did not change; (iii) the rights of creditors of either the District or Main Street or other parties with whom either the District or Main Street had entered into a contractual relationship were not adversely affected; (iv) the Interlocal Agreement, pursuant to which, among other matters, the Original Districts agreed to cooperate to construct and acquire some or all of the public improvements benefiting the properties within the Original Districts, was terminated; and (v) all other local agreements to which Main Street was a party, including those with the County, were assumed by the District.

The post-Merger lands governed by the District (the "Post-Merger Lands") were described in FLWAC Rule 42-FFF-1.002, as amended, and consisted of approximately 4,176.53 acres of land located completely within unincorporated St. Johns County.

Boundary Amendment

On November 19, 2014, the District's Board of Supervisors (the "Board") adopted Resolution No. 2015-03 directing District staff to file a petition (the "Boundary Amendment Petition") with FLWAC requesting adoption of an amendment to the Establishing Rule revising the boundary to remove approximately 2,499.74 acres (the "Removed Lands"), leaving a total of approximately 1,676.79 acres in the District after contraction (the "Current District Lands" which make up the contracted district boundary, the "Current District Boundary"). The purpose of the contraction was to accommodate changes in market conditions and the development plan, as well as to finalize the "central core" of the Development extending along Orange Branch Trail from County Road ("CR") 244 (Longleaf Parkway) to the St. Johns River. The District filed the Boundary Amendment Petition on June 14, 2016, and filed supplemental information on July 6, 2016. A final rule amending the District's boundary became effective on June 27, 2017. The Removed Lands are owned by Mattamy Jacksonville, LLC, as successor to Mattamy Rivertown, LLC (the "Developer"). As the Current District Lands and the Removed Lands are both located within the RiverTown DRI and the Development, these lands will be developed and function as an interrelated community.

New Districts

The Developer filed a petition to establish the Rivers Edge II Community Development District ("Rivers Edge II") on February 5, 2018. Rivers Edge II was established and became effective on June 22, 2018, and generally encompasses the east side of the Development. The Developer may petition to establish a third community development district generally for the west side of the Development in the future (together, the "New Districts"). The establishment of multiple community development districts to finance, plan, establish, acquire and/or construct infrastructure in the Development is contemplated by the RiverTown DRI. As anticipated, the Current District Lands encompass the "central core" of the Development, including the Riverfront Park, RiverHouse, and the Welcome Center, while the lands in the New Districts will encompass the lands on the east and west sides of the Current District Lands. As the District and New Districts will be located within the RiverTown DRI, the Development will continue to function as a single, interrelated community.

General

The District is an independent local unit of special-purpose government created by and established in accordance with the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida (the "State"). The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operations and maintenance of the major infrastructure for community development. The District is classified as an independent district under Chapter 189, *Florida Statutes*.

The Act provides that community development districts have the power to issue general obligation, revenue and assessment bonds in any combination to pay all or part of the cost of infrastructure improvements authorized under the Act. The Act further provides that community development districts have the power under certain conditions to: (i) levy and assess ad valorem taxes or non-ad valorem assessments, including Series 2018A Assessments, on all taxable property within their boundaries to pay the principal of and interest on bonds issued, and (ii) provide for any sinking or other funds established in connection with any such bond issues. Pursuant to the Act, such assessments may be assessed, levied and collected in the same manner and time as county taxes.

Among other provisions, the Act gives the District's Board the authority to, among other things, (a) plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and wastewater management reclamation and re-use systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the County and street lights, landscaping, hardscaping and undergrounding of electric utility lines; and (iv) parks and facilities for indoor and outdoor recreational uses and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits; these functions are to be performed by the County.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens, but does not limit the right of any owner of lands of the District to pursue any remedy for enforcement of any lien or pledge of the District in connection with its bonds, including the Series 2018A Bonds.

Board of Supervisors

The governing body of the District is the Board, which is composed of five Supervisors (the "Supervisors"). The Act provides that, at a meeting of the landowners held within ninety (90) days of establishment of the District, Supervisors must be elected by the landowners with the two Supervisors receiving the highest number of votes to serve for four years and the remaining Supervisors to serve for a two-year term. Three of the five Supervisors are elected to the Board every two years in November. At such election the two Supervisors receiving the highest number of votes are elected to four-year terms and the remaining Supervisor is elected to a two-year term. Ownership of the land within the District entitles the owner to one vote per acre (with fractions thereof rounded upward to the nearest whole number). Upon the later of six (6) years after the initial appointment of Supervisors and the year in which there are at least 250 qualified electors in the District, or such earlier time as the Board may decide to exercise its ad valorem taxing power, the Supervisors are elected (as their terms expire) by vote of the qualified electors of the District. A qualified elector is a registered voter, a resident of the District and the State of Florida and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors to four-year terms. The other Supervisor will be elected by landowners for a four-year term and is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and are elected to serve staggered four-year terms. If there is a vacancy on the Board, the remaining Board members are to fill such vacancy for the unexpired term.

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

The Act provides that it shall not be an impermissible conflict of interest under Florida law governing public officials for a Supervisor to be a stockholder, officer or employee of a landowner or of any entity affiliated with a landowner. The current members of the Board and the expiration of the term of each member are set forth below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Jason Sessions*	Chair	November 2020
Tara Jinks*	Vice Chair	November 2018
Rick Egger*	Assistant Secretary	November 2018
Judy Long	Assistant Secretary	November 2020
Charles Oates	Assistant Secretary	November 2020

*Employee of, or affiliated with, the Developer.

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

The District Manager and Other Consultants

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

The District Manager of record is Governmental Management Services, LLC, whose office is located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 and its telephone number is (904) 940-5850 ("GMS" or "District Manager").

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Hopping Green & Sams P.A., Tallahassee, Florida, as District Counsel; Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as Bond Counsel; and Governmental Management Services, LLC, as Methodology Consultant, to prepare the 2018 Assessment Report.

PRIOR AND OUTSTANDING INDEBTEDNESS

The District previously issued two (2) series of Bond Anticipation Notes, Series 2006 and Series 2007, in the principal amount of \$10 million each and Main Street previously issued its Bond Anticipation Notes, Series 2006 in the principal amount of \$10 million, each to fund the initial infrastructure development within the Original Districts (collectively, the "Notes"). The Notes are no longer outstanding.

Additionally, pursuant to the Master Indenture, as supplemented by that certain Second Supplemental Trust Indenture dated as of March 1, 2008 (together with the Master Indenture, the "2008 Indenture"), between Main Street and the Trustee, Main Street previously issued its \$13,980,000 Capital Improvement Revenue Bonds, Series 2008A Bonds (the "Series 2008A Bonds") and its \$19,350,000 Main Street Community Development District Capital Improvement Revenue Bonds, Series 2008B (the "Series 2008B Bonds," and together with the Series 2008A Bonds, the "Series 2008 Bonds"). The Series 2008 Bonds

were issued to finance the certain capital improvements within the District (the "Series 2008 Project"). Pursuant to the Merger Agreement and the Assumption Agreement, the District assumed the obligations of Main Street with respect to the Series 2008 Bonds. See "THE DISTRICT – Merger." The District previously issued its \$10,765,000 aggregate principal amount of Capital Improvement Revenue and Refunding Bonds, Series 2016 (the "Series 2016 Bonds"). The Series 2016 Bonds refunded, in part, the Series 2008A Bonds and are currently outstanding in the principal amount of \$10,435,000. The Series 2008A Bonds are outstanding in the principal amount of \$6,225,000. The Series 2008B Bonds are no longer outstanding. In May 2018, the District issued its \$7,050,000 Capital Improvement Revenue Bonds, Series 2018 (the "Series 2018 Bonds") to fund additional capital improvements within the District.

PLAN OF REFUNDING

The Series 2008A Bonds are currently outstanding in the aggregate principal amount of \$6,225,000 (such Outstanding principal amount is referred to herein as the "Refunded Bonds").

Concurrently with the delivery of the Series 2018A Bonds, a portion of the proceeds of the Series 2018A Bonds, and other available moneys, will be applied to the refunding of all of the Refunded Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" and "VERIFICATION" herein.

To effect the refunding of the Refunded Bonds, the District will enter into an escrow deposit agreement (the "Escrow Agreement") with U.S. Bank National Association, as escrow agent (in such capacity, the "Escrow Agent"). Pursuant to the terms of the Escrow Agreement, the District will deposit with the Escrow Agent a portion of the proceeds of the Series 2018A Bonds, and other available moneys, to refund the Refunded Bonds. Such proceeds and other available moneys may be held uninvested by the Escrow Agent until applied to redeem the Refunded Bonds on _____, 2018. Upon execution and delivery of the Escrow Agreement and the deposit of such proceeds and other available moneys into the Escrow Fund, all as provided in the Escrow Agreement, in the opinion of Bond Counsel, rendered in reliance on the report of Causey Demgen & Moore, P.C. (see "VERIFICATION" herein), the Refunded Bonds will no longer be deemed Outstanding pursuant to the 2008 Indenture.

The moneys and securities, if any, held pursuant to the Escrow Agreement will not be available to pay Debt Service on the Series 2018A Bonds.

VERIFICATION

As of the delivery date of the Series 2018A Bonds, Causey Demgen & Moore, P.C., certified public accountants, will verify, from information provided to them, the mathematical accuracy of the computations contained in schedules provided by MBS Capital Markets, LLC, to determine that the cash deposit to be held in the Escrow Fund will be sufficient to pay, when due, the principal of, prepayment price and interest on the Refunded Bonds.

DESCRIPTION OF THE SERIES 2018A BONDS

The Series 2018A Bonds are issuable as fully registered bonds, without coupons, in denominations of \$5,000 or any multiple thereof; provided, however, that the Series 2018A-2 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral

multiples of \$5,000 in excess of \$100,000. The Series 2018A-2 Bonds will only initially be sold to “Accredited Investors” as described in “SUITABILITY FOR INVESTMENT” herein.

The Series 2018A Bonds will be dated their date of issuance and delivery to the initial purchasers thereof and will bear interest payable on each May 1 and November 1, commencing November 1, 2018 (each, an “Interest Payment Date”) and shall be computed on the basis of a 360-day year of twelve 30-day months. The Series 2018A Bonds will mature on May 1 of such years, in such amounts and at such rates as set forth on the inside cover page of this Official Statement.

If any Interest Payment Date is not a Business Day, then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner thereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or, if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture, the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of such Series 2018A Bond. The Trustee will cause notice of the proposed payment of such defaulted interest and the special record date therefor to be mailed, first class, postage prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such special record date. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation of the Series 2018A Bond at the designated corporate trust office of U.S. Bank National Association, located in Orlando, Florida, or any alternate or successor paying agent, provided, however, that no presentment shall be required during the period the Series 2018A Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Payment of interest will be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment in writing on or prior to the regular record date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than \$1,000,000 in aggregate principal amount of the Series 2018A Bonds). During any period that this Series 2018A Bond is registered in the name of Cede & Co., as nominee of DTC, the provisions of the Fifth Supplement relating to the book-entry only system shall apply, including, the payment provisions thereof.

Each Series 2018A Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date.

The Series 2018A Bonds will initially be registered in the name of Cede & Co. as nominee for The Depository Trust Company (“DTC”), which will act initially as securities depository for the Series 2018A Bonds and, so long as the Series 2018A Bonds are held in book-entry-only form, Cede & Co. will be considered the registered Owner for all purposes hereof. See “Book-Entry Only System” below for more information about DTC and its book-entry only system.

Redemption Provisions

Optional Redemption of Series 2018A-1 Bonds. The Series 2018A-1 Bonds may at the option of the District be called for redemption prior to maturity in whole, on any date, or in part, on any Interest Payment Date, on or after May 1, 20____, at the Redemption Price of the principal amount of the Series 2018A-1 Bonds or portions thereof to be redeemed together with accrued interest to the Redemption Date.

Mandatory Redemption in Part of Series 2018A-1 Bonds. The Series 2018A-1 Bonds maturing on May 1, 20____ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A-1 Sinking Fund Account established under the Fifth Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

Year (May 1)	Principal Amount
	\$
*	
*Final Maturity	

The Series 2018A-1 Bonds maturing on May 1, 20____ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A-1 Sinking Fund Account established under the Fifth Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

Year (May 1)	Principal Amount
	\$
*	
*Final Maturity	

As more particularly set forth in the Indenture, any Series 2018A-1 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2018A-1 Bonds. Amortization Installments are also subject to recalculation, as provided in the Fifth Supplement, as the result of the redemption of Series 2018A-1 Bonds other than from scheduled

Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2018A-1 Bonds, including Series 2018A-1 Serial Bonds, as set forth in the Fifth Supplement.

Extraordinary Mandatory Redemption in Whole or in Part of Series 2018A-1 Bonds. The Series 2018A-1 Bonds are subject to extraordinary mandatory redemption prior to maturity, on any Redemption Date, in the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

- (a) from Prepayments of Series 2018A Assessments deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account; or
- (b) on the date on which the amount on deposit in the Series 2018A-1 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2018A-1 Bonds then Outstanding, including accrued interest thereon; or
- (c) from Foreclosure Proceeds deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account; or
- (d) after there are no longer Series 2018A-2 Bonds Outstanding, from funds deposited into the Series 2018A Excess Revenue Subaccount of the Series 2018A Redemption Account.

The redemption described in (a) or (c) above shall be on a pro rata basis with the Series 2018A-2 Bonds except, during the continuance of an Event of Default, there shall be no redemption of Series 2018A-2 Bonds, and any such moneys shall be used to redeem Series 2018A-1 Bonds. "On a pro rata basis" means the Outstanding principal amount of each of the Series 2018A-1 Bonds and Series 2018A-2 Bonds, respectively, divided by the total Outstanding principal amount of the Series 2018A Bonds.

Optional Redemption of Series 2018A-2 Bonds. The Series 2018A-2 Bonds may at the option of the District be called for redemption prior to maturity in whole, on any date, or in part, on any Interest Payment Date, on or after May 1, 20___, at the Redemption Price of the principal amount of the Series 2018A-2 Bonds or portions thereof to be redeemed together with accrued interest to the Redemption Date.

Mandatory Redemption in Part of Series 2018A-2 Bonds. The Series 2018A-2 Bonds maturing on May 1, 20___ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A-2 Sinking Fund Account established under the Fifth Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

Year (May 1)	Principal Amount
	\$

*

*Final Maturity

The Series 2018A-2 Bonds maturing on May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A-2 Sinking Fund Account established under the Fifth Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

Year (May 1)	Principal Amount
_____	_____ \$

*

*Final Maturity

The Series 2018A-2 Bonds maturing on May 1, 20__ are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2018A-2 Sinking Fund Account established under the Fifth Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the Redemption Date on May 1 of the years and in the principal amounts set forth below:

Year (May 1)	Principal Amount
_____	_____ \$

*

*Final Maturity

As more particularly set forth in the Indenture, any Series 2018A-2 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be canceled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2018A-2 Bonds. Amortization Installments are also subject to recalculation, as provided in the Fifth Supplement, as the result of the redemption of Series 2018A-2 Bonds other than from scheduled Amortization Installments, so as to reamortize the remaining Outstanding principal balance of the Series 2018A-2 Bonds as set forth in the Fifth Supplement.

Extraordinary Mandatory Redemption in Whole or in Part of Series 2018A-2 Bonds. The Series 2018A-2 Bonds are subject to extraordinary mandatory redemption prior to maturity, on any Redemption Date, in

the manner determined by the Bond Registrar at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

- (a) from Prepayments of Series 2018A Assessments deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account; or
- (b) on the date on which the amount on deposit in the Series 2018A-2 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the Series 2018A-2 Bonds then Outstanding, including accrued interest thereon; or
- (c) from Foreclosure Proceeds deposited into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account; or
- (d) from funds deposited into the Series 2018A Excess Revenue Subaccount of the Series 2018A Redemption Account; or
- (e) from amounts transferred to the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account resulting from a reduction in the Series 2018A-2 Reserve Account Requirement as provided for in the Indenture.

The redemption described in (a) or (c) above shall be on a pro rata basis with the Series 2018A-1 Bonds except, during the continuance of an Event of Default, there shall be no redemption of Series 2018A-2 Bonds, and any such moneys shall be used to redeem Series 2018A-1 Bonds.

If less than all of the Series 2018A Bonds of a Series shall be called for redemption, the particular Series 2018A Bonds or portions of Series 2018A Bonds of a Series to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture or as provided or directed by DTC.

Notice of Redemption

Notice of each redemption of Series 2018A Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date to each registered Owner of Series 2018A Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2018A Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2018A Bonds or such portions thereof on such date, interest on such Series 2018A Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2018A Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2018A Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events

or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Book-Entry Only System

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

DTC will act as securities depository for the Series 2018A Bonds. The Series 2018A Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Series 2018A Bonds and will be deposited with DTC. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has a Standard and Poor’s rating of AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2018A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2018A Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2018A Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2018A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2018A Bonds, except in the event that use of the book-entry system for the Series 2018A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2018A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2018A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2018A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2018A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

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

Redemption notices shall be sent to DTC. If less than all of the Series 2018A Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2018A Bonds, as the case may be, to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2018A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2018A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2018A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the District or the Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent for the Series 2018A Bonds. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2018A Bonds at any time by giving reasonable notice to the District. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2018A Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2018A Bond certificates will be printed and delivered to DTC.

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

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2018A BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2018A BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS

General

The Series 2018A Bonds are payable from and secured solely by the Series 2018A Pledged Revenues and the Series 2018A Pledged Funds (together, the "Series 2018A Trust Estate"); provided, however, the lien and pledge of the Series 2018A Trust Estate to the Series 2018A-2 Bonds shall, as provided in the Fifth Supplement, be subordinate and inferior to the lien and pledge thereof to the Series 2018A-1 Bonds, including, but not limited to, the rights to payment and enforcement of rights and remedies under the Indenture.

The Series 2018A Pledged Revenues are the revenues derived by the District from the Series 2018A Assessments.

The Series 2018A Assessments represent an allocation of the costs of the Series 2008 Project, including bond financing costs, to the lands within the District benefiting from the Series 2008 Project in accordance with the *Supplemental Special Assessment Methodology Report* attached hereto (the "2018 Assessment Report") which 2018 Assessment Report has been or will be adopted by the District. The Series 2018A Assessments will not be allocated to properties that have fully prepaid the debt assessments securing the Refunded Bonds.

The Series 2018A Pledged Funds are comprised of the Funds and Accounts created under the Indenture (except for the Series 2018A Rebate Account).

NEITHER THE SERIES 2018A BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2018A BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES

2018A BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE SERIES 2018A BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2018A TRUST ESTATE PLEDGED TO THE SERIES 2018A BONDS; PROVIDED, HOWEVER, THAT THE LIEN IN FAVOR OF THE OWNERS OF THE SERIES 2018A-2 BONDS SHALL BE SUBORDINATE AND INFERIOR IN ALL RESPECTS TO THE LIEN AND PLEDGE THEREOF TO THE OWNERS OF THE SERIES 2018A-1 BONDS, ALL AS PROVIDED IN THE INDENTURE AND THE SERIES 2018A BONDS.

AGM Deemed Owner of Series 2018A-1 Bonds for Certain Purposes under the Indenture

For so long as the Bond Insurance Policy is in force and effect with respect to the Series 2018A-1 Bonds and AGM is not in default under the Bond Insurance Policy, AGM shall be deemed to be the Owner of all of the Outstanding Series 2018A-1 Bonds for purposes of controlling any rights and remedies upon the occurrence of any Event of Default.

Limitation on Additional Bonds

The District covenants and agrees in the Indenture that, so long as there are any Series 2018A Bonds Outstanding, it shall not cause or permit to be caused any lien, charge or claim against the Series 2018A Trust Estate, nor shall it incur additional indebtedness, whether in the form of bonds or otherwise, secured by Assessments levied upon the same property that is subject to the Series 2018A Assessments without the prior written consent of AGM and the Owners of a majority in aggregate principal amount of the Series 2018A-1 Bonds at the time Outstanding or, if there are no longer any Series 2018A-1 Bonds Outstanding, and all amounts owed to AGM have been paid, the Owners of a majority in aggregate principal amount of the Series 2018A-2 Bonds at the time Outstanding; provided, however, that the foregoing shall not preclude the imposition of capital Assessments on property subject to the Series 2018A Assessments for the purpose of effecting repairs to or replacements of property, facilities or equipment of the District or which are necessary for health, safety or welfare reasons, or to remediate a natural disaster. Notwithstanding the preceding sentence, the District: (i) may issue Refunding Bonds, provided that, so long as the Series 2018A-1 Bonds are Outstanding, any Refunding Bonds issued to refund the Series 2018A-2 Bonds, or any other Bonds subordinate to the Series 2018A-1 Bonds, shall be subordinate to the Series 2018A-1 Bonds; and (ii) may incur additional indebtedness on a basis subordinate to the Series 2018A-2 Bonds for any legal purpose.

WHILE NO FUTURE ADDITIONAL BONDS WILL BE PAYABLE FROM OR SECURED BY THE SERIES 2018A ASSESSMENTS, THE DISTRICT, THE COUNTY, THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF MAY IN THE FUTURE IMPOSE, LEVY AND COLLECT ASSESSMENTS AND TAXES, THE LIENS OF WHICH WILL BE CO-EQUAL WITH THE LIEN OF THE SERIES 2018A ASSESSMENTS. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS - Enforcement and Collection of Series 2018A Assessments" herein.

Funds and Accounts

The Indenture requires that the Trustee establish the following Funds and Accounts: (a) within the Acquisition and Construction Fund held by the Trustee, a "Series 2018A Costs of Issuance Account"; (b) within the Debt Service Fund held by the Trustee, (i) a "Series 2018A Debt Service Account" and therein a "Series 2018A-1 Sinking Fund Account," a "Series 2018A-2 Sinking Fund Account," a "Series

2018A-1 Principal Account," a "Series 2018A-1 Interest Account" and a "Series 2018A-2 Interest Account" and (ii) a "Series 2018A Redemption Account" and therein a "Series 2018A Prepayment Subaccount," a "Series 2018A Excess Revenue Subaccount" and a "Series 2018A Optional Redemption Subaccount"; (c) within the Reserve Fund held by the Trustee, a "Series 2018A-1 Reserve Account" to be held solely for the benefit of all of the Series 2018A-1 Bonds and a "Series 2018A-2 Reserve Account" to be held for the benefit of all of the Series 2018A Bonds, subject, however, to the first and prior lien of the Series 2018A-1 Bonds thereon; (c) within the Revenue Fund, held by the Trustee, a "Series 2018A Revenue Account" and (d) within the Rebate Fund, held by the Trustee, a "Series 2018A Rebate Account."

Reserve Account Requirements; Series 2018A-1 Reserve Account and Series 2018A-2 Reserve Account

The Indenture creates a Series 2018A-1 Reserve Account and a Series 2018A-2 Reserve Account. The "Series 2018A-1 Reserve Account Requirement" with respect to the Series 2018A-1 Bonds is an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2018A-1 Bonds as of the date of issuance of the Series 2018A-1 Bonds (\$_____), fifty percent (50%) of which (\$_____) shall be cash funded and fifty percent (50%) of which (\$_____) shall be satisfied by the Reserve Policy. The "Series 2018A-2 Reserve Account Requirement" with respect to the Series 2018A-2 Bonds is an amount equal to fifty percent (50%) of the Maximum Annual Debt Service Requirement for all Outstanding Series 2018A-2 Bonds on the date of determination, which as of the date of issuance of the Series 2018A-2 Bonds is \$_____.

(a) The Series 2018A-1 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2018A-1 Reserve Account Requirement. The Series 2018A-1 Reserve Account Requirement may be satisfied by the deposit in the Series 2018A-1 Reserve Account of the Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy"), cash, Series 2018A Investment Obligations, or any combination of the foregoing, provided, however, that so long as the Bond Insurance Policy is outstanding or amounts are owed to AGM, the Series 2018A-1 Reserve Account shall be funded with no less than fifty percent (50%) cash. Subject to the prior sentence, the District may at any time and from time to time substitute cash, Series 2018A Investment Obligations, a Reserve Policy or any combination thereof for any of the foregoing then on deposit in the Series 2018A-1 Reserve Account. Except as otherwise provided in the Indenture and subject to the provisions in the Indenture related to draws on the Reserve Policy, amounts on deposit in the Series 2018A-1 Reserve Account (including draws under the Reserve Policy) shall be used only for the purpose of making payments into the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account to pay Debt Service on the Series 2018A-1 Bonds, when due, without distinction as to Series 2018A-1 Bonds and without privilege or priority of one Series 2018A-1 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. Such Account shall consist only of the Reserve Policy, cash, Series 2018A Investment Obligations or a combination thereof. The District covenants and agrees in the Indenture to abide by the terms and conditions of the Reserve Policy provisions attached to the Fifth Supplement as Exhibit C.

(b) The Series 2018A-2 Reserve Account shall be funded and maintained at all times in an amount equal to the Series 2018A-2 Reserve Account Requirement. Except as otherwise provided in the Indenture, amounts on deposit in the Series 2018A-2 Reserve Account shall be used only for the purpose of making payments into the Series 2018A-2 Interest Account and the Series 2018A-2 Sinking Fund Account to pay Debt Service on the Series 2018A-2 Bonds, when due, without distinction as to Series 2018A-2 Bonds and without privilege or priority of one Series 2018A-2 Bond over another, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient; provided,

however, that no such transfer shall be made unless the amounts then on deposit in the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account are sufficient to pay all of the Debt Service coming due on the Series 2018A-1 Bonds in the current Bond Year, the amount on deposit in the Series 2018A-1 Reserve Account is equal to the Series 2018A-1 Reserve Account Requirement and there are no unpaid Policy Costs due and owing. If at such time: (A) the amount then on deposit in the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account, the Series 2018A-1 Sinking Fund Account and the Series 2018A-1 Reserve Account shall be insufficient to pay all of the Debt Service coming due on the Series 2018A-1 Bonds in the current Bond Year, amounts on deposit in the Series 2018A-2 Reserve Account shall be used for the purpose of making payments into the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account to pay Debt Service on the Series 2018A-1 Bonds, when due, without distinction as to Series 2018A-1 Bonds and without privilege or priority of one Series 2018A-1 Bond over another, to the extent of such insufficiency; or (B) the amount then on deposit in the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account shall be sufficient to pay all of the Debt Service coming due on the Series 2018A-1 Bonds in the current Bond Year, but the amount on deposit in the Series 2018A-1 Reserve Account is less than the Series 2018A-1 Reserve Account Requirement and/or any Policy Costs remain due and unpaid, amounts on deposit in the Series 2018A-2 Reserve Account shall be transferred to the Series 2018A-1 Reserve Account, or to AGM, as the case may be, until the Series 2018A-1 Reserve Account equals the Series 2018A-1 Reserve Account Requirement and all unpaid Policy Costs due and owing to AGM have been satisfied as certified to the Trustee in writing by AGM. The Series 2018A-2 Reserve Account shall consist only of cash and Series 2018A Investment Obligations.

(c) Provided that there are no costs or other amounts due and owing in connection with the Bond Insurance Policy or the Reserve Policy as certified to the Trustee in writing by AGM, on the earliest date on which there is on deposit in the Series 2018A-1 Reserve Account, sufficient monies, without taking into account the amount available under the Reserve Policy, but taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2018A-1 Bonds, together with accrued interest and redemption premium, if any, on such Series 2018A-1 Bonds to the earliest Redemption Date permitted in the Indenture, then the Trustee shall transfer the amount on deposit in the Series 2018A-1 Reserve Account into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account to pay and redeem all of the Outstanding Series 2018A-1 Bonds on the earliest date permitted for redemption in the Indenture.

(d) Anything in the Indenture to the contrary notwithstanding, on the forty-fifth (45th) day preceding each Redemption Date (or, if such forty-fifth (45th) day is not a Business Day, on the first Business Day preceding such forty-fifth (45th) day), the Trustee is authorized and directed in the Indenture to recalculate the Series 2018A-2 Reserve Account Requirement and to transfer any excess on deposit in the Series 2018A-2 Reserve Account (other than excess resulting from investment earnings) into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account and applied to the extraordinary mandatory redemption of Series 2018A-2 Bonds; provided, however, that, no such transfer shall be made unless the amount then on deposit in the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account are sufficient to pay all of the Debt Service coming due on the Series 2018A-1 Bonds in the current Bond Year, the amount on deposit in the Series 2018A-1 Reserve Account is equal to the Series 2018A-1 Reserve Account Requirement and there are no unpaid Policy Costs or other amounts due and owing to AGM.

(e) On the earliest date on which there is on deposit in the Series 2018A-2 Reserve Account, sufficient monies, after taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2018A-2 Bonds, together with accrued interest and redemption premium, if any, on such Series 2018A-2 Bonds to the earliest Redemption Date permitted in the Indenture, then the Trustee shall transfer the amount on deposit in the Series 2018A-2 Reserve Account into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account to pay and redeem all of the Outstanding Series 2018A-2 Bonds on the earliest date permitted for redemption in the Indenture; provided, however, that, no such transfer shall be made unless the amount then on deposit in the Series 2018A-1 Interest Account, the Series 2018A-1 Principal Account and the Series 2018A-1 Sinking Fund Account are sufficient to pay all of the Debt Service coming due on the Series 2018A-1 Bonds in the current Bond Year, the amount on deposit in the Series 2018A-1 Reserve Account is equal to the Series 2018A-1 Reserve Account Requirement and there are no unpaid Policy Costs or other amounts due and owing to AGM.

Flow of Funds

(a) The Trustee is authorized and directed in the Indenture to deposit any and all amounts required to be deposited in the Series 2018A Revenue Account by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2018A Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The District shall immediately upon receipt deposit Series 2018A Assessment Revenues with the Trustee together with a written accounting of the classification of such Series 2018A Assessment Revenues, which shall be deposited by the Trustee based upon such written accounting into the Funds and Accounts established under the Indenture as follows:

(i) Series 2018A Prepayment Principal and Foreclosure Proceeds, which shall be deposited into the Series 2018A Prepayment Subaccount in the Series 2018A Redemption Account;

(ii) Delinquent Assessment Principal and Delinquent Assessment Interest, which shall first be applied to restore the amount of any draws under the Reserve Policy and then, to restore any cash withdrawal from the Series 2018A-1 Reserve Account, and, then to restore the amount of any deficiency in the Series 2018A-2 Reserve Account and, then the balance, if any, shall be deposited into the Series 2018A Revenue Account; and

(iii) all other Series 2018A Assessment Revenues, which shall be deposited into the Series 2018A Revenue Account.

(c) On the forty-fifth (45th) day preceding each Redemption Date (or if such forty-fifth (45th) day is not a Business Day, on the Business Day next preceding such forty-fifth (45th) day), the Trustee shall determine the amount on deposit in the Series 2018A Prepayment Subaccount and the Series 2018A Excess Revenue Subaccount, and, if the balance in either such Subaccount is greater than zero, shall transfer from the Series 2018A Revenue Account for deposit into such Subaccount, an amount sufficient to increase the amount on deposit in such Subaccount to an integral multiple of \$5,000 (provided that there are sufficient funds remaining therein to pay Debt Service coming due on the Series 2018A Bonds on the next Interest Payment Date), and shall thereupon give notice and cause the extraordinary

mandatory redemption of Series 2018A Bonds as provided in the Indenture on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2018A Prepayment Subaccount or the Series 2018A Excess Revenue Subaccount, as the case may be, in accordance with the provisions for extraordinary mandatory redemption of the Series 2018A-1 Bonds and Series 2018A-2 Bonds as provided in the Indenture and respective Series 2018A Bonds; provided, however, that no such redemption of Series 2018A-2 Bonds shall occur during the continuance of an Event of Default.

(d) The Trustee shall transfer from amounts on deposit in the Series 2018A Revenue Account to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, no later than five (5) Business Days next preceding each May 1, to the Series 2018A-1 Interest Account, an amount equal to the interest on the Series 2018A-1 Bonds becoming due on the next succeeding May 1, less any amounts on deposit in the Series 2018A-1 Interest Account not previously credited;

SECOND, no later than five (5) Business Days next preceding each stated maturity date of the Series 2018A-1 Bonds, to the Series 2018A-1 Principal Account, an amount equal to the principal amount of Series 2018A-1 Serial Bonds maturing on such May 1, if any, less any amounts on deposit in the Series 2018A-1 Principal Account not previously credited;

THIRD, no later than five (5) Business Days next preceding each May 1, to the Series 2018A-1 Sinking Fund Account, an amount equal to the Amortization Installment due on the Series 2018A-1 Term Bonds subject to mandatory sinking fund redemption on such May 1, less any amounts on deposit in the Series 2018A-1 Sinking Fund Account not previously credited;

FOURTH, no later than five (5) Business Days next preceding each November 1, to the Series 2018A-1 Interest Account, an amount equal to the interest on the Series 2018A-1 Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2018A-1 Interest Account not previously credited;

FIFTH, no later than five (5) Business Days next preceding each Interest Payment Date while Series 2018A-1 Bonds remain Outstanding, to the Series 2018A-1 Reserve Account, first, an amount equal to the amount, if any, which is necessary to repay any draws under the Reserve Policy and any amounts owed to AGM in connection therewith, and then, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal the Series 2018A-1 Reserve Account Requirement;

SIXTH, no later than five (5) Business Days next preceding each May 1 to the Series 2018A-2 Interest Account, an amount equal to the interest on the Series 2018A-2 Bonds becoming due on the next succeeding May 1, less any amounts on deposit in the Series 2018A-2 Interest Account not previously credited;

SEVENTH, no later than five (5) Business Days next preceding each May 1, to the Series 2018A-2 Sinking Fund Account, an amount equal to the Amortization Installment due on Series 2018A-2 Bonds subject to mandatory sinking fund redemption on such May 1, less any amounts on deposit in the Series 2018A-2 Sinking Fund Account not previously credited;

EIGHTH, no later than five (5) Business Days next preceding each November 1, to the Series 2018A-2 Interest Account, an amount equal to the interest on the Series 2018A-2 Bonds becoming due on the next succeeding November 1, less any amounts on deposit in the Series 2018A-2 Interest Account not previously credited;

NINTH, upon receipt but no later than five (5) Business Days next preceding each Interest Payment Date while Series 2018A-2 Bonds remain Outstanding, to the Series 2018A-2 Reserve Account, an amount equal to the amount, if any, which is necessary to make the amount on deposit therein equal the Series 2018A-2 Reserve Account Requirement; and

TENTH, the balance of any moneys remaining after making the foregoing deposits shall remain therein.

The foregoing transfers shall be made by noon, New York time, on the Business Day for which such transfer is required.

Notwithstanding the foregoing, in the event that there shall be insufficient monies on deposit in any Fund or Account on the date on which such monies are to be applied to payment of Debt Service and there exist monies on deposit in a Fund or Account of lesser priority for payment as set forth above, monies up to the amount necessary to satisfy such insufficiency shall be transferred from the Fund or Account of lesser priority to the Fund or Account of greater priority.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2018A Revenue Account to the Series 2018A Rebate Account established for the Series 2018A Bonds in the Rebate Fund in accordance with the Master Indenture, the amount due and owing to the United States, which amount shall be paid to the United States, when due, in accordance with such Tax Regulatory Covenants.

(f) On or after each November 2, the balance on deposit in the Series 2018A Revenue Account shall be applied (i) to restore the amount of any draws under the Reserve Policy, and then (ii) to restore any cash withdrawals from the Series 2018A-1 Reserve Account and then, (iii) to restore any deficiency in the Series 2018A-2 Reserve Account, and then, (iv) the balance, if any, shall be deposited into the Series 2018A Excess Revenue Subaccount in the Series 2018A Redemption Account and applied to the extraordinary mandatory redemption of Series 2018A-2 Bonds on the first Redemption Date upon which such redemption may occur as provided in the Series 2018A-2 Bonds; provided that if there are no Series 2018A-2 Bonds Outstanding, then to the redemption of Series 2018A-1 Bonds.

(g) Earnings on investments in all of the Funds and Accounts held as security for the Series 2018A Bonds, except for earnings on investments in the Series 2018A-1 Reserve Account and the Series 2018A-2 Reserve Account, shall be invested only in Series 2018A Investment Obligations, and further, earnings on the Series 2018A-1 Interest Account and the Series 2018A-2 Interest Account shall be retained, as realized, in such Accounts and used for the purpose of such Accounts. Earnings on investments in the Funds and Accounts, other than the Series 2018A-1 Reserve Account and the Series 2018A-2 Reserve Account, and other than as set forth above, shall be deposited, as realized, to the credit of the Series 2018A Revenue Account and used for the purpose of such Account.

Earnings on investments in the Series 2018A-1 Reserve Account and the Series 2018A-2 Reserve Account shall be disposed of as follows:

(i) if there was no deficiency (as defined in Section 509 of the Master Indenture) in the Series 2018A-1 Reserve Account or the Series 2018A-2 Reserve Account as of the most recent date on which amounts on deposit in such Reserve Account were valued by the Trustee or no amounts are owed to AGM as certified to the Trustee in writing by AGM, and if no withdrawals have been made from such Reserve Account since such date which have created a deficiency, then earnings on investments in both Reserve Accounts shall be deposited into the Series 2018A Revenue Account and used for the purpose of such Account; and

(ii) if as of the last date on which amounts on deposit in the Series 2018A-1 Reserve Account or the Series 2018A-2 Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 of the Master Indenture) or any amounts are owed to AGM as certified to the Trustee in writing by AGM, or if after such date withdrawals have been made from the Series 2018A-1 Reserve Account or the Series 2018A-2 Reserve Account and have created such a deficiency, then earnings on investments in the Series 2018A-1 Reserve Account and the Series 2018A-2 Reserve Account (A) shall first be paid to AGM in satisfaction of any amounts then owed to AGM, and then (B) shall be deposited into the Series 2018A-1 Reserve Account until the amount on deposit therein, together with the Reserve Policy, is equal to the Series 2018A-1 Reserve Account Requirement, and then (C) shall be deposited into the Series 2018A-2 Reserve Account until the amount on deposit therein is equal to the Series 2018A-2 Reserve Account Requirement, and, then (D) shall be deposited into the Series 2018A Revenue Account and used for the purpose of such Account.

Limitations on Rights and Remedies of Owners of Series 2018A-2 Bonds

So long as the Series 2018A-2 Bonds are Outstanding:

(a) the Owners of the Series 2018A-2 Bonds shall have a subordinate and inferior lien on the Series 2018A Trust Estate, subject to the first and prior lien thereon in favor of the Owners of the Series 2018A-1 Bonds;

(b) the Owners of the Series 2018A-2 Bonds shall have no rights whatsoever to direct or control remedies upon the occurrence and continuance of any default or Event of Default, nor shall the Owners of the Series 2018A-2 Bonds have any right to sit on or participate in any Bondholder or similar committee, nor shall such Owners have the right to vote nor be counted as Owners for the purpose of the exercise of remedial provisions of the Indenture or for the purpose of consents to any amendments of the Indenture, except for amendments which would materially adversely affect the rights of such Owners of the Series 2018A-2 Bonds, whereupon the Owners of the Series 2018A-2 Bonds shall have the right to vote or be counted as Owners for purpose of such consent to amendment of the Indenture. Owners of the Series 2018A-2 Bonds shall, however, have the right, and shall be limited to the right, to enforce the provisions of the Indenture as it relates to the deposit and disposition of amounts on deposit or to be deposited into the Funds and Accounts held for the benefit of the Owners of the Series 2018A-2 Bonds and may enforce such rights by mandamus, injunction or other equitable remedies; and

(c) the Trustee shall have no fiduciary duty to the Owners of the Series 2018A-2 Bonds.

Extraordinary Fees and Expenses of Trustee

In the event that the Trustee shall be required under the Indenture or directed by the Majority Owners to take actions to enforce the collection of Delinquent Assessments or to take any other

extraordinary actions under the Indenture, the Trustee shall, unless it is provided with assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be entitled to withdraw its reasonable fees and expenses, including reasonable attorney fees, from the Series 2018A Trust Estate in the manner provided by Section 604 of the Master Indenture; provided, however, that such withdrawals shall first occur from the Funds and Accounts held for the payment of Debt Service on the Series 2018A-2 Bonds, including the Series 2018A-2 Reserve Account, prior to withdrawing such fees and expenses from any Fund or Account held for the payment of Debt Service on the Series 2018A-1 Bonds; and provided further, however, that the Trustee may not deduct monies from the Funds and Accounts held for the payment of Debt Service on the Series 2018A-1 Bonds to pay the Trustee's fees and expenses in exercising remedies on behalf of the Owners of the Series 2018A-2 Bonds.

Enforcement and Collection of Series 2018A Assessments

The primary source of payment for the Series 2018A Bonds are the Series 2018A Assessment Revenues received by the District from the Series 2018A Assessments imposed on each landowner within the District which is specially benefited by the Series 2008 Project. To the extent that landowners fail to pay such Series 2018A Assessments, delay payments, or are unable to pay Series 2018A Assessments, the successful pursuit of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2018A Bonds. The Act provides for various methods of collection of delinquent assessments by reference to other provisions of the Florida Statutes. See "ENFORCEMENT OF ASSESSMENT COLLECTIONS" herein for a summary of Series 2018A Assessment payment and collection procedures appearing in the Florida Statutes.

Anything in the Indenture to the contrary notwithstanding but subject to the immediately succeeding sentence, Series 2018A Assessments levied on platted lots and pledged under the Indenture to secure the Series 2018A Bonds shall be collected by the St. Johns County Tax Collector pursuant to the uniform method for the collection of special assessments set forth in the Act (the "Uniform Method"). To the extent the District is not able to collect such Series 2018A Assessments pursuant to the Uniform Method, or to the extent the District determines that it is not in its best interest to use the Uniform Method, the District, with the prior written consent of AGM, may elect to collect and enforce such Series 2018A Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto.

The District covenants and agrees in the Indenture that, upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, and the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners.

Notwithstanding any provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2018A Assessments and Series 2018A Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2018A Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2018A Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Series 2018A Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name, or in the name of a

special purpose entity, title to the property for the benefit of the Owners of the Series 2018A Bonds; provided that the Trustee shall have the right, acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section; and provided further, however, that the District shall not be obligated to spend funds outside the Series 2018A Trust Estate for the purpose of purchasing such property. The District, either through its own action, or actions caused to be taken through the Trustee, shall have the power and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2018A Prepayment Subaccount. The District, either through its own actions, or actions caused to be taken through the Trustee, agrees that it shall, after being provided with assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for sale of property acquired by it as trustee for the Owners of the Series 2018A Bonds within thirty (30) days after receipt of the request therefore signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

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

Prepayment

Pursuant to the terms of applicable state law, any owner of property subject to the Series 2018A Assessments may, at its option, require the District to release and extinguish the lien upon its property by virtue of the levy of the Series 2018A Assessments that relate to the Series 2018A Bonds by paying to the District the entire amount of such Series 2018A Assessment on such property, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within forty (40) calendar days before an Interest Payment Date), attributable to the property subject to the Series 2018A Assessment owned by such owner. Upon receipt of any such moneys from the District, the Trustee shall immediately deposit the same into the Series 2018A Prepayment Subaccount of the Series 2018A Redemption Account, and such funds are to be applied to the redemption of Series 2018A Bonds in accordance with the terms of the Indenture. See "DESCRIPTION OF THE SERIES 2018A BONDS - Redemption Provisions" herein.

Additional Covenant of the District Regarding Special Assessments

The District covenants in the Indenture to comply with the terms of the proceedings adopted with respect to the Series 2018A Assessments, including the Methodology Report (as defined in the Fifth Supplement), and to levy the Series 2018A Assessments, in accordance with such proceedings and in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2018A Bonds, when due. The Methodology Report shall not be amended in a manner that will or is likely to have a material adverse effect on the interests of the holders of the Series 2018A-1 Bonds without the written consent of the Owners of a majority in aggregate principal amount of the Series 2018A-1 Bonds then Outstanding and the Methodology Report shall not be amended in a manner that will or is likely to have a material adverse effect on the interests of the Owners of the Series 2018A-2 Bonds without the written consent of the Owners of a majority in aggregate principal amount of the Series 2018A-2 Bonds then Outstanding; provided, however, that the exercise by the Owners of the Series 2018A-1 Bonds of their

senior lien rights under the Indenture shall not be deemed to constitute such a material adverse effect on the Owners of the Series 2018A-2 Bonds.

The District further covenants and agrees that so long as any Series 2018A-2 Bonds are Outstanding, it will not reduce any annual installment for the Series 2018A Assessments on any tax parcel from that set forth in the Methodology Report on account of any reduction in Debt Service on the Series 2018A Bonds resulting from a redemption of Series 2018A-2 Bonds from moneys deposited into the Series 2018A Excess Revenue Subaccount.

BOND INSURANCE

The Bond Insurance Policy

Concurrently with the issuance of the Series 2018A-1 Bonds, Assured Guaranty Municipal Corp. ("Assured Guaranty," "AGM" or the "Insurer") will issue its Municipal Bond Insurance Policy (the "Bond Insurance Policy") for the Series 2018A-1 Bonds. The Bond Insurance Policy guarantees the scheduled payment of principal of and interest on the Series 2018A-1 Bonds when due as set forth in the form of the Bond Insurance Policy included as APPENDIX F to this Official Statement.

The Bond Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Assured Guaranty Municipal Corp.

AGM is a New York domiciled financial guaranty insurance company and an indirect subsidiary of Assured Guaranty Ltd. ("AGL"), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol "AGO". AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and global public finance, infrastructure and structured finance markets. Neither AGL nor any of its shareholders or affiliates, other than AGM, is obligated to pay any debts of AGM or any claims under any insurance policy issued by AGM.

AGM's financial strength is rated "AA" (stable outlook) by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"), "AA+" (stable outlook) by Kroll Bond Rating Agency, Inc. ("KBRA") and "A2" (stable outlook) by Moody's Investors Service, Inc. ("Moody's"). Each rating of AGM should be evaluated independently. An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of AGM in its sole discretion. In addition, the rating agencies may at any time change AGM's long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by AGM. AGM only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by AGM on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

Current Financial Strength Ratings

On June 26, 2018, S&P announced it had affirmed AGM's financial strength rating of "AA" (stable outlook). AGM can give no assurance as to any further ratings action that S&P may take.

On May 7, 2018, Moody's announced it had affirmed AGM's insurance financial strength rating of "A2" (stable outlook). AGM can give no assurance as to any further ratings action that Moody's may take.

On January 23, 2018, KBRA announced it had affirmed AGM's insurance financial strength rating of "AA+" (stable outlook). AGM can give no assurance as to any further ratings action that KBRA may take.

For more information regarding AGM's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2017.

Capitalization of AGM

At March 31, 2018:

- (i) the policyholders' surplus of AGM was approximately \$2,247 million.
- (ii) the contingency reserves of AGM and its indirect subsidiary Municipal Assurance Corp. ("MAC") (as described below) were approximately \$1,133 million. Such amount includes 100% of AGM's contingency reserve and 60.7% of MAC's contingency reserve.
- (iii) the net unearned premium reserves of AGM and its subsidiaries (as described below) were approximately \$1,646 million. Such amount includes (i) 100% of the net unearned premium reserves of AGM and AGM's wholly owned subsidiaries, Assured Guaranty (Europe) plc, Assured Guaranty (UK) plc, CIFG Europe S.A. and Assured Guaranty (London) plc (together, the "AGM European Subsidiaries") and (ii) 60.7% of the net unearned premium reserve of MAC.

The policyholders' surplus of AGM and the contingency reserves and net unearned premium reserves of AGM and MAC were determined in accordance with statutory accounting principles. The net unearned premium reserves of the AGM European Subsidiaries were determined in accordance with accounting principles generally accepted in the United States of America.

Incorporation of Certain Documents by Reference

Portions of the following documents filed by AGL with the Securities and Exchange Commission (the "SEC") that relate to AGM are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

- (i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2017 (filed by AGL with the SEC on February 23, 2018);
- (ii) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2018 (filed by AGL with the SEC on May 4, 2018); and

(iii) the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2018 (filed by AGL with the SEC on August 2, 2018).

All consolidated financial statements of AGM and all other information relating to AGM included in, or as exhibits to, documents filed by AGL with the SEC pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, excluding Current Reports or portions thereof “furnished” under Item 2.02 or Item 7.01 of Form 8-K, after the filing of the last document referred to above and before the termination of the offering of the Series 2018A-1 Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC’s website at <http://www.sec.gov>, at AGL’s website at <http://www.assuredguaranty.com>, or will be provided upon request to Assured Guaranty Municipal Corp.: 1633 Broadway, New York, New York 10019, Attention: Communications Department (telephone (212) 974-0100). Except for the information referred to above, no information available on or through AGL’s website shall be deemed to be part of or incorporated in this Official Statement.

Any information regarding AGM included herein under the caption “BOND INSURANCE” or included in a document incorporated by reference herein (collectively, the “AGM Information”) shall be modified or superseded to the extent that any subsequently included AGM Information (either directly or through incorporation by reference) modifies or supersedes such previously included AGM Information. Any AGM Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

Miscellaneous Matters

AGM makes no representation regarding the Series 2018A Bonds or the advisability of investing in the Series 2018A Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading “BOND INSURANCE.”

THE RESERVE POLICY

The Municipal Bond Debt Service Reserve Insurance Policy (the “Reserve Policy”) will be in an initial amount equal to fifty percent (50%) of the Series 2018A-1 Reserve Requirement (\$_____), and will terminate on the final maturity date of the Series 2018A-1 Bonds or upon earlier payment in full of the Series 2018A-1 Bonds. The Reserve Policy is provided by AGM and provisions relating to the Reserve Policy are attached to the Fifth Supplement as Exhibit C. See “BOND INSURANCE” herein for information regarding AGM.

ENFORCEMENT OF ASSESSMENT COLLECTIONS

General

The primary source of payment for the Series 2018A Bonds is the collection of Series 2018A Assessments imposed on certain lands in the District specially benefited by the Series 2008 Project or

portions thereof pursuant to the Series 2018A Assessment Proceedings. The Series 2018A Assessments will not be allocated to properties that have fully prepaid the debt assessments securing the Refunded Bonds. See “THE SERIES 2018A ASSESSMENT AREA” herein and “APPENDIX D – 2018 ASSESSMENT REPORT” attached hereto.

The imposition, levy, and collection of the Series 2018A Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the St. Johns County Tax Collector (“Tax Collector”) or the St. Johns County Property Appraiser (“Property Appraiser”) to comply with such requirements could result in delay in the collection of, or the complete inability to collect, the Series 2018A Assessments during any year. Such delays in the collection of Series 2018A Assessments, or complete inability to collect any of the Series 2018A Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of the Debt Service requirements on the Series 2018A Bonds. See “BONDOWNERS’ RISKS.” To the extent that landowners fail to pay the Series 2018A Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2018A Bonds.

For the Series 2018A Assessments to be valid, the Series 2018A Assessments must meet two requirements: (1) the benefit from the Series 2008 Project to the lands subject to the Series 2018A Assessments must exceed or equal the amount of the Series 2018A Assessments, and (2) the Series 2018A Assessments must be fairly and reasonably allocated across all such benefitted properties. The Methodology Consultant will certify that these requirements have been met with respect to the Series 2018A Assessments.

Pursuant to the Act, and the Series 2018A Assessment Proceedings, the District may collect the Series 2018A Assessments through a variety of methods. See “BONDOWNERS’ RISKS” and “THE SERIES 2018A ASSESSMENT AREA” herein and “APPENDIX D – 2018 ASSESSMENT REPORT” attached hereto. Since all lands within the Series 2018A Assessment Area are platted, the Series 2018A Assessments are expected to continue to be collected under the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments under Section 197.3632, *Florida Statutes* (the “Uniform Method”). However, the Fifth Supplement provides that to the extent the District is not able to collect such Series 2018A Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in its best interest to use the Uniform Method, the District, with the prior written consent of AGM, may elect to collect and enforce such Series 2018A Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, *Florida Statutes*, Chapter 197, *Florida Statutes*, or any successor statutes thereto.

The following is a description of certain statutory provisions relating to each of the above referenced collection methods. Such description is not intended to be exhaustive and is qualified in its entirety by reference to such statutes.

Direct Billing and Foreclosure Procedure

As noted above, and pursuant to Chapters 170 and 190, *Florida Statutes*, the District may directly levy, collect and enforce the Series 2018A Assessments. In this context, Section 170.10, *Florida Statutes*, provides that upon the failure of any property owner to timely pay all or any part of the annual installment of principal and/or interest of a special assessment due, including the Series 2018A Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become

due and payable and subject to foreclosure. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, *Florida Statutes*, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, *Florida Statutes*.

Enforcement of the obligation to pay Series 2018A Assessments and the ability to foreclose the lien of such Series 2018A Assessments upon the failure to pay such Series 2018A Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Series 2018A Assessments. See "BONDOWNERS' RISKS."

Uniform Method Procedure

Subject to certain conditions, and for developed lands (as described above) such as the Series 2018A Assessment Area, the District may alternatively elect to collect the Series 2018A Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Series 2018A Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Series 2018A Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such Taxes and Assessments – including the Series 2018A Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Series 2018A Assessments.

All Taxes and Assessments, including the Series 2018A Assessments, are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, *Florida Statutes*. Partial payments made pursuant to Sections 197.374 and 197.222, *Florida Statutes*, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Series 2018A Assessments are to be collected pursuant to the Uniform Method, any failure to pay any one line item, would cause the Series 2018A Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the Debt Service requirements on the Series 2018A Bonds.

Under the Uniform Method, if the Series 2018A Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2018A Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Series 2018A Assessments, (2) that future landowners and taxpayers in the District will pay such Series 2018A Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Series 2018A Assessment Proceedings to discharge the lien of the Series 2018A Assessments and all other liens that are coequal therewith.

Collection of delinquent Series 2018A Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Series 2018A Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus the cost of advertising and the applicable interest charge on the amount of such delinquent Taxes and Assessments. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, penalties and interest thereon and certain costs, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or "struck off," to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and a fee. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Series 2018A Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of 5%, unless the rate borne by the certificates is zero percent. The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

Any holder, other than the County, of a tax certificate that has not been redeemed has seven years from the date of issuance of the tax certificate during which to act against the land that is the subject of the tax certificate. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and

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

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

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

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

There can be no guarantee that the Uniform Method will result in the payment of Series 2018A Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value

of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Series 2018A Assessments, which are the primary source of payment of the Series 2018A Bonds. Additionally, legal proceedings under Federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS."

BONDOWNERS' RISKS

There are certain risks inherent in an investment in bonds secured by special assessments levied by a public authority or governmental body in the State. Certain of these risks are described in other sections of this Official Statement. Certain additional risks are associated with the Series 2018A Bonds offered hereby. Investment in the Series 2018A Bonds poses certain economic risks. Prospective investors in the Series 2018A Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2018A Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2018A Bonds and prospective purchasers are advised to read this Official Statement in its entirety for a more complete description of investment considerations relating to the Series 2018A Bonds.

1. Payment of the Debt Service on the Series 2018A Bonds is primarily dependent upon timely payment by the landowners in the District of the Series 2018A Assessments. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein. In the event of the institution of bankruptcy or similar proceedings with respect to an owner of benefited property, delays could occur in the payment of Debt Service on the Series 2018A Bonds as such bankruptcy could negatively impact the ability of: (a) the landowner being able to pay the Series 2018A Assessments; (b) the Tax Collector to sell tax certificates in relation to such property with respect to the Series 2018A Assessments being collected pursuant to the Uniform Method; and (c) the District to foreclose the lien of the Series 2018A Assessments not being collected pursuant to the Uniform Method. In addition, the remedies available to the Owners of the Series 2018A Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the Series 2018A Bonds, including, without limitation, enforcement of the obligation to pay Series 2018A Assessments and the ability of the District to foreclose the lien of the Series 2018A Assessments if not being collected pursuant to the Uniform Method, may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2018A Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available with respect to the Series 2018A Bonds could have a material adverse impact on the interest of the Owners thereof.

2. The successful sale of homes within the Series 2018A Assessment Area may be affected by unforeseen changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer and other landowners.

3. The value of the land within the District, the successful sale of homes by the Developer and the likelihood of timely payment of principal and interest on the Series 2018A Bonds could be affected by environmental factors with respect to the land in the District. Should any of the land be contaminated by hazardous materials, this could materially and adversely affect the value of the land in the Series 2018A Assessment Area, which could materially and adversely affect the success of the Development and the likelihood of the timely payment of the Series 2018A Bonds. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District. It is possible that hazardous environmental conditions could exist within the District and that such conditions could have a material and adverse impact upon the value of the benefited lands within the District and no assurance can be given that unknown hazardous materials, protected animals, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the completion of the Development. See "THE SERIES 2018A ASSESSMENT AREA" herein.

4. The principal security for the payment of the principal and interest on the Series 2018A Bonds is the timely collection of the Series 2018A Assessments. The Series 2018A Assessments do not constitute a personal indebtedness of the owners of the land subject thereto, but are secured by a lien on such land. There is no assurance that the owners will be able to pay the Series 2018A Assessments or that they will pay such Series 2018A Assessments even though financially able to do so. Beyond legal delays that could result from bankruptcy or other legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the Tax Collector to sell tax certificates in regard to delinquent Series 2018A Assessments collected pursuant to the Uniform Method will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The assessment of the benefits received by the benefited land within the District as a result of implementation and development of the Series 2008 Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. To the extent that the realizable or market value of the land benefited by the Series 2008 Project is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land or the ability of the District to realize sufficient value from a foreclosure action to pay Debt Service on the Series 2018A Bonds may be adversely affected. Such adverse effect could render the District unable to collect delinquent Series 2018A Assessments, if any, and provided such delinquencies are significant, could negatively impact the ability of the District to make the full or punctual payment of Debt Service on the Series 2018A Bonds.

5. No landowner has any obligation to pay the Series 2018A Assessments. As described herein, the Series 2018A Assessments are an imposition against the land only. No landowner is a guarantor of payment of any Series 2018A Assessment and the recourse for the failure of any landowner to pay the Series 2018A Assessments, or otherwise fail to comply with its obligations to the District, is limited to the collection proceedings against the land as described herein.

6. The willingness and/or ability of an owner of benefited land to pay the Series 2018A Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the District, the County or any other local special purpose or general purpose governmental entities. County, school, special district taxes and special assessments, including the Series 2018A Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on debt collected pursuant to the Uniform Method are payable at one time. Public entities whose boundaries

overlap those of the District, could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2018A Assessments. In addition, lands within the District may also be subject to assessments by property and home owner associations.

7. The Series 2018A Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2018A Bonds in the event an Owner thereof determines to solicit purchasers of the Series 2018A Bonds. Because the Series 2018A Bonds are being sold pursuant to exemptions from registration under applicable securities laws, no secondary market may develop and an owner may not be able to resell the Series 2018A Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2018A Bonds may be sold. Such price may be lower than that paid by the current Owners of the Series 2018A Bonds, depending on existing and future real estate and financial market conditions and other factors.

8. In addition to legal delays that could result from bankruptcy or legal proceedings contesting an ad valorem tax or non-ad valorem assessment, the ability of the District to enforce collection of delinquent Series 2018A Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding to enforce the lien of the Series 2018A Assessments and the value of the land which is the subject of such proceedings and which may be subject to sale. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" herein. If the District has difficulty in collecting the Series 2018A Assessments, the Series 2018A-1 Reserve Account and the Series 2018A-2 Reserve Account could be rapidly depleted and the ability of the District to pay Debt Service could be materially adversely affected. In addition, during an Event of Default under the Indenture, the Trustee may withdraw moneys from the Series 2018A-1 Reserve Account and the Series 2018A-2 Reserve Account and such other Funds, Accounts and subaccounts created under the Indenture to pay its extraordinary fees and expenses incurred in connection with such Event of Default. If in fact the Series 2018A-1 Reserve Account or the Series 2018A-2 Reserve Account is accessed for any purpose, the District does not have a designated revenue source for replenishing such account. Moreover, the District may not be permitted to re-assess real property then burdened by the Series 2018A Assessments in order to provide the replenishment of such Series 2018A-1 Reserve Account or the Series 2018A-2 Reserve Account.

9. The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. The IRS recently examined certain issues of bonds (for purposes of this subsection, the "Audited Bonds") issued by Village Center Community Development District (the "Village Center CDD"). Village Center CDD received a ruling dated May 30, 2013, in the form of a non-precedential technical advice memorandum ("TAM") concluding that Village Center CDD is not a political subdivision for purposes of Section 103(a) of the Code because Village Center CDD was organized and operated to perpetuate private control and avoid indefinitely responsibility to an electorate, either directly or through another elected state or local government body. Such a conclusion could lead to the further conclusion that the interest on the Audited Bonds was not excludable from gross income of the owners of such bonds for federal income tax purposes. Village Center CDD received a second TAM dated June 17, 2015 which granted relief to Village Center CDD from retroactive application of the IRS's conclusion as to a political subdivision. The Audited Bonds have all been refunded with taxable bonds, and the IRS has since determined to close all audits of the Audited Bonds without making a final determination to include interest as income on the Audited Bonds. However, a letter the IRS sent to the Village Center CDD noted that the agency found

that the Village Center CDD was not a “proper issuer of tax-exempt bonds” and that the Audited Bonds (which were issued to finance amenities) were private-activity bonds that did not fall in any of the categories that qualify for tax-exemption.

Although the TAMs are addressed to, and binding only on, the IRS and Village Center CDD in connection with the Audited Bonds, the IRS may commence additional audits of bonds issued by other community development districts on the same basis and may take the position that similar community development districts are not political subdivisions for purposes of Section 103(a) of the Code on this basis. The United States Department of the Treasury in its 2015-2016 Priority Guidance Plan, released July 31, 2015, has further stated its intention to provide future guidance on the definition of political subdivision under Code section 103 for purposes of the tax-exempt, tax credit, and direct pay bond provisions.

In November 2012, the IRS indicated its intention of auditing the District Series 2006A Bonds. In January 2017, the IRS closed its examination with there being no change to the Series 2006A Bonds’ tax-exempt status.

It has been reported that the IRS has recently closed audits of other community development districts in Florida with no change to such districts’ bonds’ tax-exempt status, but has advised such districts that such districts must have public electors within five years of the issuance of tax-exempt bonds or their bonds may be determined to be taxable retroactive to the date of issuance. Pursuant to the Act, general elections are not held until the later of six years or there are 250 qualified electors in the district. The District, unlike Village Center CDD, was formed with the intent that it will contain a sufficient number of residents to allow for a transition to control by a general electorate. Currently, all members of the Board of the District are qualified electors.

In 2012, the IRS began an audit of the District’s Series 2006A Bonds. In January of 2017, the IRS closed its examination with no change to the position that interest paid to beneficial owners of the Series 2006A Bonds is excludable from gross income.

There is no assurance that an audit by the IRS will not be commenced. Owners of the Series 2018A Bonds are advised that, if the IRS does audit the Series 2018A Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the Owners of the Series 2018A Bonds may have limited rights to participate in those proceedings. The commencement of such an audit could adversely affect the market value and liquidity of the Series 2018A Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2018A Bonds, it is unlikely the District will have available revenues to enable it to contest such determination or enter into a voluntary financial settlement with the IRS. Further, an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2018A Bonds would adversely affect the availability of any secondary market for the Series 2018A Bonds. Should interest on the Series 2018A Bonds become includable in gross income for federal income tax purposes, not only will Owners of Series 2018A Bonds be required to pay income taxes on the interest received on such Series 2018A Bonds and related penalties, but because the interest rate on such Series 2018A Bonds will not be adequate to compensate Owners of the Series 2018A Bonds for the income taxes due on such interest, the value of the Series 2018A Bonds may decline.

THE INDENTURE DOES NOT PROVIDE FOR ANY ADJUSTMENT IN THE INTEREST RATE ON THE SERIES 2018A BONDS IN THE EVENT OF AN ADVERSE DETERMINATION BY THE IRS WITH RESPECT TO THE TAX-EXEMPT STATUS OF INTEREST ON THE SERIES 2018A BONDS. PROSPECTIVE PURCHASERS OF THE SERIES 2018A BONDS SHOULD EVALUATE WHETHER THEY CAN OWN THE SERIES 2018A BONDS IN THE EVENT THAT THE INTEREST ON THE SERIES 2018A BONDS BECOMES TAXABLE AND/OR THE DISTRICT IS EVER DETERMINED TO NOT BE A POLITICAL SUBDIVISION FOR PURPOSES OF THE CODE AND/OR SECURITIES ACT (AS HEREINAFTER DEFINED).

10. In addition to a possible determination by the IRS that the District is not a political subdivision for purposes of the Code, and regardless of the IRS determination, it is possible that federal or state regulatory authorities could also determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of Series 2018A Bonds may not be able to rely on the exemption from registration under the Securities Act of 1933, as amended (the "Securities Act"), relating to securities issued by political subdivisions. In that event the Owners of the Series 2018A Bonds would need to ensure that subsequent transfers of the Series 2018A Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

11. Various proposals are mentioned from time to time by members of the Congress of the United States of America and others concerning reform of the internal revenue (tax) laws of the United States. In addition, the Service may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. Certain of these proposals and interpretations, if implemented or upheld, could have the effect of diminishing the value of obligations of states and their political subdivisions, such as the Series 2018A Bonds, by eliminating or changing the tax-exempt status of interest on certain of such bonds. Whether any of such proposals will ultimately become or be upheld as law, and if so, the effect such proposals could have upon the value of bonds such as the Series 2018A Bonds, cannot be predicted. However, it is possible that any such law or interpretation could have a material and adverse effect upon the availability of a liquid secondary market and/or the value of the Series 2018A Bonds. See also "TAX MATTERS" herein.

12. It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor, and, if adopted, the form thereof. On November 4, 2014, the Auditor General of the State released a 31-page report which requests legislative action to establish parameters on the amount of bonds a community development district may issue and provide additional oversight for community development district bonds. This report renews requests made by the Auditor General in 2011 that led to the Governor of the State issuing an Executive Order on January 11, 2012 (the "Executive Order") directing the office of Policy and Budget in the Executive Office of the Governor ("OPB") to examine the role of special districts in the State. As of the date hereof, the OPB has not made any recommendations pursuant to the Executive Order nor has the Florida legislature passed any related legislation. It is impossible to predict with certainty the impact that any existing or future legislation will or may have on the security for the Series 2018A Bonds. It should be noted that Section 190.16(14) of the Act provides in pertinent part that "the state pledges to the holders of any bonds issued under the Act that it will not limit or alter the rights of the district to levy and collect the assessments and to fulfill the terms of any agreement made with the holders of such bonds and that will not impair the rights or remedies of such holders."

13. In the event a bank forecloses on property because of a default on the mortgage and then the bank itself fails, the Federal Deposit Insurance Corporation (the "FDIC"), as receiver will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2018A Assessments. In addition, the District would require the consent of the FDIC prior to commencing a foreclosure action.

14. No application for credit enhancement or a rating on the Series 2018A-2 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2018A-2 Bonds had application been made.

15. Under Florida law, a landowner may contest the assessed valuation determined for its property which forms the basis of ad valorem taxes such landowner must pay. During this contest period, the sale of a tax certificate under the Uniform Method will be suspended. If the Series 2018A Assessments are being collected along with ad valorem taxes pursuant to the Uniform Method, tax certificates will not be sold with respect to the Series 2018A Assessments even though the landowner is not contesting the amount of Series 2018A Assessment.

16. Owners of the Series 2018A-2 Bonds should carefully consider that upon the occurrence and continuance of any default, including a payment default, the Owners of such Series 2018A-2 Bonds will have no rights to participate in, or control, or share control over the remedies to be undertaken. Moreover, amounts on deposit in the Series 2018A Reserve Accounts may be needed, and used, to pay Debt Service on the Series 2018A-1 Bonds. Finally, in the event, and to the extent, that principal of Series 2018A Assessments may be used to pay interest on the Series 2018A-1 Bonds, unless such funds are recovered and applied to pay principal of the Series 2018A-2 Bonds, the Series 2018A Assessment principal will be less than the Outstanding principal amount of Series 2018A Bonds, which will result in a permanent insufficiency of funds with which to pay current debt service.

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ESTIMATED SOURCES AND USES OF FUNDS

	Series 2018A-1 Bonds	Series 2018A-2 Bonds	Total
Sources:			
Par Amount of Series 2018A-1 Bonds			
Par Amount of Series 2018A-2 Bonds			
Less: Net Original Issue Discount			
Plus Other Legally Available Moneys ⁽¹⁾			
Total Sources			
Uses:			
Deposit to Escrow Fund			
Deposit to Series 2018A-1 Interest Account ⁽²⁾			
Deposit to Series 2018A-2 Interest Account ⁽³⁾			
Deposit to Series 2018A-1 Reserve Account			
Deposit to Series 2018A-2 Reserve Account			
Costs of Issuance ⁽⁴⁾			
Total Uses			

(1) Represents moneys remaining in the funds and accounts created under the 2008 Indenture for the benefit of the Refunded Bonds.

(2) Represents interest due on November 1, 2018.

(3) Represents interest due on November 1, 2018.

(4) Costs of issuance include, without limitation, underwriter's discount, legal fees and other costs associated with the issuance of the Series 2018A Bonds, including the Bond Insurance Policy Premium and Reserve Policy Premium.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled Debt Service on the Series 2018A Bonds:

	Series 2018A-1 Bonds			Series 2018A-2 Bonds			Series 2018A Bonds
Year Ended November 1	Principal	Interest	Total	Principal	Interest	Total	Total
Total							

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THE SERIES 2018A ASSESSMENT AREA

The following information appearing below under this caption "THE SERIES 2018A ASSESSMENT AREA" has been furnished by the District or the District Manager or was obtained from publicly available sources for inclusion in this Official Statement and, although believed to be reliable, such information has not been independently verified by the Underwriter or its counsel, District Counsel or Bond Counsel.

The Development

Rivers Edge (the "Development") consists of approximately 4,170 acres located along the St. Johns River in northwest St. Johns County, Florida. It is the only new master-planned community in St. Johns County along the St. Johns River, situated approximately thirty-three (33) miles south of downtown Jacksonville and approximately forty-five (45) miles south of the Jacksonville International Airport via Interstate-95 or Interstate-295. The Development currently has two (2) entrances. The main entrance (north) is located off County Road 244 (Longleaf Pine Parkway), approximately ten (10) miles west of Interstate-95 via County Road 210. A second entrance (south) is located adjacent to the St. Johns River off State Road 13.

The Development is within the RiverTown DRI, and the majority of the property located within the Development is zoned Planned Unit Development ("RiverTown PUD"). The RiverTown DRI and RiverTown PUD authorize the development of 3,700 single family units and 800 multi-family units within the Development, as well as 300,000 square feet of commercial/retail space, 100,000 square feet of office space and 100,000 square feet of light industrial space.

As previously discussed, it is currently anticipated that the entire acreage of the Development will be included within the boundaries of three (3) community development districts, including the District, Rivers Edge II and a future district. As the District, Rivers Edge II and the future district will be located within the RiverTown DRI, the Development will continue to function as a single, interrelated community. The portion of the Development located within the District is planned to include a total of 1,557 residential units.

The Development is conveniently located near shopping, healthcare, and recreational opportunities. A Publix is located approximately six (6) miles, or ten (10) minutes, east of the Development off County Road 210, as well as eleven (11) miles, or fifteen (15) minutes, southeast via State Road 16. A Whole Foods is located approximately eleven (11) miles, or twenty (20) minutes, north of the Development via State Road 13. Baptist Medical Center South and Nemours Children's Specialty Care are located approximately sixteen (16) miles, or twenty (20) minutes, northeast of the Development via County Road 210 to Interstate-95.

The Development also includes parks, recreational amenities, conservation areas and other open space. The centerpiece of the Development is the "Riverfront Park," an approximately 50-acre passive use public park located within the boundaries of the District which contains approximately one-half mile of frontage on the St. Johns River adjacent to the Hallows Cove conservation area, which provides protection for another one-half mile of river frontage. There are also numerous parks and golf courses within close proximity to the Development, including World Golf Village, located approximately fourteen (14) miles, or twenty (20) minutes, southeast of the Development.

The master plan for the Development is based on traditional neighborhood design principles as well as traditional development principles with front-loaded housing product.

Series 2018A Assessment Area

The Series 2008A Assessments (securing the Refunded Bonds), the Series 2016 Assessments (securing the Series 2016 Bonds), and the Series 2018 Assessments (securing the Series 2018 Bonds) are secured by three (3) separate special assessment liens, encumbering property in three (3) separate and distinct geographical areas within the District. The Series 2008A Assessment Area is not encumbered by the Series 2016 Assessments or the Series 2018 Assessments, nor does it secure the Series 2016 Bonds or the Series 2018 Bonds, and the Series 2016 Assessment Area and the Series 2018 Assessment Area are not encumbered by the Series 2008A Assessments, nor do they secure the Refunded Bonds.

The Series 2018A Bonds will be secured by the Series 2018A Assessments which will be levied on properties within the Series 2008A Assessment Area that have not previously prepaid the Series 2008A Assessments securing the Refunded Bonds (referred to herein as the "Series 2018A Assessment Area"). As of May 31, 2018, eighteen (18) residents have prepaid their Series 2008A Assessments in full; therefore, reducing the total Series 2018A Assessment Area to 450 assessable units. All Series 2018A Assessments will be collected annually by the St. Johns County Tax Collector.

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The current allocation of the District's debt outstanding across the Series 2018A Assessment Area is detailed in the chart below:

Product-Type	# of Units	Current Series 2008A Debt Outstanding	Series 2008A Debt Per Unit	Gross Annual Series 2008A Assessment Per Unit**	Total Gross Series 2008A Assessments**	% of Total Annual Revenues
On-Roll Assessments						
Single Family 30'	21	\$194,242	\$9,250	\$917	\$19,263	3.12%
Single Family 40'	56	\$625,184	\$11,164	\$1,107	\$61,999	10.04%
Single Family 50'*	8	\$75,534	\$9,442	\$936	\$7,491	1.21%
Single Family 50'*	7	\$66,453	\$9,493	\$941	\$6,590	1.07%
Single Family 50'*	3	\$28,613	\$9,538	\$946	\$2,838	0.46%
Single Family 50'	156	\$2,040,216	\$13,078	\$1,297	\$202,327	32.77%
Single Family 60'*	11	\$126,111	\$11,465	\$1,137	\$12,506	2.03%
Single Family 60'*	14	\$161,198	\$11,514	\$1,142	\$15,986	2.59%
Single Family 60'*	3	\$34,669	\$11,556	\$1,146	\$3,438	0.56%
Single Family 60'	51	\$764,623	\$14,993	\$1,487	\$75,827	12.28%
Single Family 70'*	14	\$173,482	\$12,392	\$1,229	\$17,204	2.79%
Single Family 70'*	1	\$12,471	\$12,471	\$1,237	\$1,237	0.20%
Single Family 70'*	1	\$12,540	\$12,540	\$1,244	\$1,244	0.20%
Single Family 70'*	1	\$13,272	\$13,272	\$1,316	\$1,316	0.21%
Single Family 70'	81	\$1,455,049	\$17,964	\$1,781	\$144,297	23.37%
Single Family 80'	21	\$419,367	\$19,970	\$1,980	\$41,588	6.74%
Single Family 90'	1	\$21,976	\$21,976	\$2,179	\$2,179	0.35%
Total	450	\$6,225,000			\$617,331	100.00%

*A partial prepayment on the principal amount of the assessment has been made.

**Gross up for 4% early payment discount and collection cost at 2%.

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Under the proposed refunding scenario, the Series 2018A Bonds will have a par amount of approximately \$[6,345,000] and annual assessments will decrease to reflect debt service savings due to lower interest rates. The estimated principal and annual debt service assessments for the Series 2018A Bonds are depicted below.

Product-Type	# of Units	Projected Series 2018A Debt	Projected Series 2018A Debt Per Unit	Projected Gross Annual Series 2018A Assessment Per Unit**	Projected Total Gross Annual 2018A Assessments**	Projected Annual Savings Per Unit	% Savings
On-Roll Assessments							
Single Family 30'	21	\$197,986	\$9,428	\$740	\$15,545	\$177	19.30%
Single Family 40'	56	\$637,236	\$11,379	\$893	\$50,031	\$214	19.30%
Single Family 50' (1)*	8	\$76,991	\$9,624	\$756	\$6,045	\$181	19.30%
Single Family 50' (2)*	7	\$67,734	\$9,676	\$760	\$5,318	\$182	19.30%
Single Family 50' (3)*	3	\$29,165	\$9,722	\$763	\$2,290	\$183	19.30%
Single Family 50' (4)	156	\$2,079,545	\$13,330	\$1,047	\$163,272	\$250	19.30%
Single Family 60' (1)*	11	\$128,542	\$11,686	\$917	\$10,092	\$219	19.30%
Single Family 60' (2)*	14	\$164,305	\$11,736	\$921	\$12,900	\$220	19.30%
Single Family 60' (3)*	3	\$35,337	\$11,779	\$925	\$2,774	\$221	19.30%
Single Family 60' (4)	51	\$779,362	\$15,282	\$1,200	\$61,190	\$287	19.30%
Single Family 70' (1)*	14	\$176,827	\$12,630	\$992	\$13,883	\$237	19.30%
Single Family 70' (2)*	1	\$12,711	\$12,711	\$998	\$998	\$239	19.30%
Single Family 70' (3)*	1	\$12,782	\$12,782	\$1,004	\$1,004	\$240	19.30%
Single Family 70' (4)*	1	\$13,528	\$13,528	\$1,062	\$1,062	\$254	19.30%
Single Family 70' (5)	81	\$1,483,099	\$18,310	\$1,438	\$116,443	\$344	19.30%
Single Family 80'	21	\$427,451	\$20,355	\$1,598	\$33,561	\$382	19.30%
Single Family 90'	1	\$22,399	\$22,399	\$1,759	\$1,759	\$421	19.30%
Total	450	\$6,345,000			\$498,166		

*A partial prepayment on the principal amount of the assessment has been made.

**Gross up for 4% early payment discount and collection cost at 2%

In addition to debt service assessments, all assessable units in the District are subject to annual ad valorem taxes as well as non-ad valorem special assessments levied by the District for its operation, maintenance, and administrative functions ("O&M Assessments"). The 2017 certified millage rate for the area of the County where the District is located was 14.3995 mills. The District's gross operation and maintenance fee for the fiscal year 2017/2018 for all product types is between \$861 and \$1,397 per single-family unit located in the Series 2018A Assessment Area. The O&M Assessments will vary annually based on the adopted budget for the District each year.

Value-to-Lien Ratios

Based upon information obtained from the St. Johns County Property Appraiser, the total assessed value (based on 2018 working assessed values) for all assessable parcels located in the Series 2018A Assessment Area is \$79,250,519. The assessed value-to-lien ratio for the Series 2018A Assessment Area when including the proposed Series 2018A Bonds is approximately 12:1.

Product-Type	# of Units	Series 2018A Bonds	Current Assessed Values	Value to Lien
Single Family 30'	21	\$197,986	\$4,256,196	21
Single Family 40'	56	\$637,236	\$10,882,742	17
Single Family 50'	174	\$2,253,435	\$34,461,297	15
Single Family 60'	79	\$1,107,546	\$13,649,129	12
Single Family 70'	98	\$1,698,946	\$14,690,395	9
Single Family 80'	21	\$427,451	\$1,299,210	3
Single Family 90'	1	22,399	11,550	1
Total	450	\$6,345,000	\$79,250,519	12

The table below shows the assessed value-to-lien ratio when isolating the units with vertical development within the Series 2018A Assessment Area.

Product-Type	# of Units	Series 2018A Bonds	Current Assessed Values	Value to Lien
Single Family 30'	21	\$197,986	\$4,256,196	21
Single Family 40'	49	\$557,582	\$10,617,642	19
Single Family 50'	142	\$1,826,862	\$33,998,087	19
Single Family 60'	46	\$603,253	\$12,526,029	21
Single Family 70'	45	\$728,524	\$12,948,595	18
Single Family 80'	3	\$61,064	\$896,610	15
Single Family 90'	0	\$0	\$0	0
Total	306	\$3,975,271	\$75,243,159	19

Development Status

As previously described under the subsection above "The Development," it is currently anticipated that the entire acreage of the Development will be included within the boundaries of three (3) community development districts, including the District. It is presently anticipated that the District will be developed in three (3) phases and include a total of 1,557 residential units. The first phase included 468 lots that had been platted and developed in the Series 2008A Assessment Area (aka "Phase 1") prior to the Developer acquiring the Development. The second phase includes 690 lots planned in the Series 2016 Assessment Area ("Phase 2"). The third phase includes 391 lots planned in the Series 2018 Assessment Area ("Phase 3").

At the time the Developer acquired the Development, a total of 468 single-family lots located along the southwestern border of the Development had been platted, which comprises Phase 1. Of those 468 lots, 134 had been sold to builders (Landon Homes, LLC, Mastercraft Builder Group, LLC, and Dennis Homes, LLC - collectively, the "Third-Party Homebuilders") and the Developer acquired the

remaining 334 lots. Of the remaining 334 platted lots purchased, 207 were finished lots and 127 were substantially complete. The Developer is currently reconfiguring certain lots in Phase 1 to add an additional 8 lots and increase the total to 476 lots.

The Developer continued to sell an additional 75 lots to the Third-Party Homebuilders, reducing its inventory to 259 lots in Phase 1, before making the decision to be the sole homebuilder for the remaining lots planned within the District. As of May 31, 2018, the Third-Party Homebuilders had closed 209 homes on the 209 total lots purchased from the Developer and Former Landowner, and the Developer had closed 142 homes on its 259 lots, with an additional 8 homes under contract with retail buyers.

Product-Type	# of Units	Units w/ Vertical Development	Vacant Lots	Est. Series 2018A Debt on Vacant Lots	Assessed Value of Vacant Lots	Value-to-Lien of Vacant Lots
Single Family 30'	21	21	0	\$0	\$0	0.0
Single Family 40'	56	49	7	\$79,655	\$265,100	3.3
Single Family 50'	174	142	32	\$426,573	\$463,210	1.1
Single Family 60'	79	46	33	\$504,293	\$1,123,100	2.2
Single Family 70'	98	45	53	\$970,423	\$1,741,800	1.8
Single Family 80'	21	3	18	\$366,386	\$402,600	1.1
Single Family 90'	1	0	1	\$22,399	\$11,550	0.5
Total	450	306	144	\$2,369,729	\$4,007,360	1.7

Please note that the property appraiser information usually lags by sixty (60) days, therefore the above chart does not reflect real-time contract and closing data and additional home closings on vacant lots may have occurred.

The Developer estimates it will have completed 431 lots in Phase 2 by May 2018. Further, the Developer expects to complete an additional 145 lots in 2019, followed by the remaining 114 lots in 2020. As of May 31, 2018, the Developer had sold and closed ninety (90) homes in Phase 2 and had an additional thirty-eight (38) homes under contract with retail buyers.

The Developer anticipates lot development in Phase 3 will commence in 2019 with the first 109 lots expected to be completed by the end of 2019. Further, the Developer expects to complete an additional ninety-eight (98) lots in 2020, followed by the remaining 184 lots in 2021. Home sales and home closings in Phase 3 are expected to commence in the first and fourth quarter of 2020, respectively.

Taxpayer Concentration

The information appearing in the following chart illustrates the top ten (10) largest debt service assessment payers based on current information pulled from the St. Johns County Property Appraiser and the percentage of the projected annual Series 2018A Assessments to be paid by such property owners.

Property Owner	# Units	Product Mix	Vacant (Y/N)	Total Series 2018A Gross Revenues*	% of Total Series 2018A Bonds
MATTAMY JACKSONVILLE LLC	125	Single Family 40' (2), Single Family 50' (30), Single Family 60' (27), Single Family 70' (48), Single Family 80' (17), Single Family 90' (1)	Y	\$163,510	32.82%
MAINSAIL CAPITAL VENTURES LLC	6	Single Family 30' (1), Single Family 40' (3), Single Family 50' (1), Single Family 70' (1)	Y/N	\$5,905	1.19%
Resident	1	Single Family 80'	N	\$1,598	0.32%
Resident	1	Single Family 80'	N	\$1,598	0.32%
Resident	1	Single Family 80'	N	\$1,598	0.32%
Resident	1	Single Family 80'	N	\$1,598	0.32%
Resident	1	Single Family 70'	N	\$1,438	0.29%
Resident	1	Single Family 70'	N	\$1,438	0.29%
Resident	1	Single Family 70'	N	\$1,438	0.29%
Resident	1	Single Family 70'	N	\$1,438	0.29%
Top Ten Assessment Payers	139			\$181,557	36.45%
All Other Assessment Payers	311			\$316,609	63.55%
Total	450			\$498,166	100.00%

* Gross up for discounts and cost of collection estimated at 6%

Based upon the proposed senior/subordinate debt service structure for the Series 2018A Bonds, a 100% default of the top five (5) Assessment Payers or top ten (10) Assessment Payers would not result in a draw upon the Series 2018A-1 Reserve Account or interfere with the timely payment of the Debt Service on the Series 2018A-1 Bonds for the life of the Series 2018A-1 Bonds. Provided there is a default of the top five (5) assessment payers, the senior lien coverage ratio would remain in excess of 1.09X; and; provided there is a default of the top ten (10) assessment payers, the senior lien coverage ratio would remain in excess of 1.06X.

Coverage Ratio	Top Five (5) Assessment Payers	Top Ten (10) Assessment Payers
Projected Series 2018A Net Collection	\$468,276	\$468,276
Default of Top Ten Assessment Payers	(\$163,756)	(\$170,664)
Adjusted Net Assessment Receipts	\$304,520	\$297,612
Total Cash Funded Reserve Fund Balance (1)	\$166,178	\$166,178
1% Interest Earnings	\$1,662	\$1,662
Total Projected Annual Revenues	\$306,181	\$299,274
Debt Service Expenses:		
Senior Lien Debt Service	\$281,663	\$281,663
Net Income after Debt Service	\$24,518	\$17,611
Senior-Lien Coverage Ratio	1.09	1.06

(1) Remaining Portion of Senior Bonds DSRF to be funded by way of a surety bond

Collection History/Tax Certificate Sales

A portion of the Series 2008A Bonds were partially refunded in 2016 by the Series 2016 Bonds. Post refunding, all Series 2008A Assessments are collected annually by the St. Johns County Tax Collector and the District covenants that all Series 2018A Assessments will be collected annually by the St. Johns County Tax Collector. The collection results within the District with respect to the Series 2008A Assessments for the last five (5) fiscal years are depicted below. As evidenced below, the District has collected at or greater than 100% of the net amount required to pay Debt Service for the last five (5) years, as not all landowners took advantage of the 4% discount for early payment of real estate taxes allowed by Florida law.

Year	Gross Levied on the Tax Roll	Direct Billed	Total Net Levied	Total Net Collected	% Net Collected
FY 2017	\$618,438	\$0	\$581,332	\$590,581	102%
FY 2016*	\$619,674	\$466,744	\$1,049,238	\$1,063,995	101%
FY 2015*	\$622,040	\$478,603	\$1,063,320	\$1,070,375	101%
FY 2014*	\$336,331	\$736,200	\$1,052,350	\$1,053,971	100%
FY 2013*	\$363,345	\$736,200	\$1,077,744	\$1,081,873	100%

* Prior to when the Series 2008A Bonds were partially refunded by the Series 2016 Bonds.

The delinquencies and tax certificate sales for the last five (5) fiscal years indicate the successful collection of the District's assessment revenues for the units in the Series 2018A Assessment Area through the tax certificate sale process.

Year	Amount Delinquent after March 31	Paid Prior to Tax Certificate Sale	Tax Certificates Sold	Tax Certificates Not Sold	% Of Gross Levied to Tax Sale
FY 2017	\$12,512	\$2,514	\$9,998	\$0	1.62%
FY 2016*	\$17,565	\$0	\$17,565	\$0	2.83%
FY 2015*	\$21,520	\$3,511	\$18,009	\$0	2.90%
FY 2014*	\$8,477	\$1,107	\$7,370	\$0	2.19%
FY 2013*	\$1,107	\$1,107	\$0	\$0	0.00%

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as APPENDIX B hereto, the interest on the Series 2018A Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions. However, it should be noted that solely for taxable years beginning before January 1, 2018, such interest is taken into account in determining adjusted current earnings of certain corporations for the purpose of computing the alternative minimum tax on such corporations. Failure by the District to comply subsequently to the issuance of the Series 2018A Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to requirements regarding the use, expenditure and investment of Series 2018A Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2018A Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2018A Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2018A Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2018A Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2018A Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2018A Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2018A Bonds. Prospective purchasers of the Series 2018A Bonds should be aware that the ownership of the Series 2018A Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2018A Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2018A Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2018A Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2018A Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2018A BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE SERIES 2018A BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Florida Taxes

In the opinion of Bond Counsel, the Series 2018A Bonds and interest thereon are exempt from taxation under the laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220.

Other Tax Matters

Interest on the Series 2018A Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2018A Bonds should consult their tax advisors as to the income tax status of interest on the Series 2018A Bonds in their particular state or local jurisdictions.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2018A Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2018A Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2018A Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2018A Bonds.

On February 23, 2016, the Internal Revenue Service issued a notice of proposed rulemaking (the "Proposed Regulations") and notice of public hearing containing proposed regulations that provided guidance regarding the definition of political subdivision for purposes of the rules for tax-exempt bonds, including determinations of entities that are valid issuers of tax-exempt bonds. On October 4, 2017, the Treasury Department ("Treasury") announced that it would withdraw the proposed regulations, stating

that, “while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues.” The Proposed Regulations were officially withdrawn on October 20, 2017. See also BONDOWNERS’ RISKS, number 9.

Original Issue Discount

Certain of the Series 2018A Bonds (the “Discount Bonds”) may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2018A Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. A purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.

Bond Premium

Certain of the Series 2018A Bonds (the “Premium Bonds”) may be offered and sold to the public at a price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

AGREEMENT BY THE STATE

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2018A Bonds, that it will not limit or alter the rights of the District to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

LEGALITY FOR INVESTMENT

The Act provides that the Series 2018A Bonds are legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency, instrumentality, county, municipality or other political subdivision of the State, and constitute securities which may be deposited by banks or trust companies as security for deposits of state, county, municipal or other public funds, or by insurance companies as required or voluntary statutory deposits.

ENFORCEABILITY OF REMEDIES

The remedies available to the Owners of the Series 2018A Bonds upon an Event of Default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Series 2018A Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2018A Bonds will be qualified as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

There is no litigation of any nature now pending or, to the knowledge of the District, threatened, seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2018A Bonds, or in any way contesting or affecting (i) the validity of the Series 2018A Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, (ii) the pledge or application of any moneys or security provided for the payment of the Series 2018A Bonds, (iii) the existence or powers of the District or (iv) the validity of the Series 2018A Assessment Proceedings.

CONTINGENT FEES

The District has retained Bond Counsel, District Counsel, the Methodology Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution and delivery of the Series 2018A Bonds. Except for the payment of fees to District Counsel and the Methodology Consultant, the payment of fees of the other professionals is each contingent upon the issuance of the Series 2018A Bonds.

RATINGS

S&P Global Ratings (“S&P”) is expected to assign a rating of “AA” (stable outlook) to the Series 2018A-1 Bonds based upon the issuance of the Bond Insurance Policy by AGM at the time of delivery of the Series 2018A-1 Bonds and S&P has also assigned its rating of the Series 2018A-1 Bonds of “____” without regard to the Bond Insurance Policy. Such ratings reflect only the views of S&P and any desired explanation of the significance of such ratings should be obtained from S&P at the following address: 55 Water Street, 38th Floor, New York, New York 11238. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agency, if circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Series 2018A-1 Bonds.

No application for credit enhancement or a rating on the Series 2018A-2 Bonds has been made, nor is there any reason to believe that the District would have been successful in obtaining either for the Series 2018A-2 Bonds had application been made.

EXPERTS

The Methodology Consultant has prepared the 2018 Assessment Report attached hereto as APPENDIX D. APPENDIX D should be read in its entirety for complete information with respect to the subjects discussed therein.

FINANCIAL STATEMENTS

The District has covenanted in the Continuing Disclosure Agreement attached hereto as APPENDIX E to provide its annual audited financial statements to the MSRB’s EMMA repository as described in APPENDIX E, commencing with the audit for the District Fiscal Year ending September 30, 2018. The audited financial statements for the Fiscal Year ending September 30, 2017 are attached hereto as APPENDIX F. Such statements speak only as of September 30, 2017. The consent of the District’s auditor to include in this Official Statement the aforementioned report was not requested, and the general purpose financial statements of the District are provided only as publicly available documents. The auditor was not requested nor did they perform any procedures with respect to the preparation of this Official Statement of the information presented herein.

Beginning October 1, 2015, community development districts in Florida must have a separate website with certain information as set forth in Section 189.069, *Florida Statutes*. Under such statute, each district must post its proposed budget and final budget and a link to the auditor general’s website (and the district’s audit) on a district website or the website of the municipal or county government. The District currently has such a website in place and it is as follows: <http://riversedgecdd.com/>

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, *Florida Statutes*, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or

guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served only as a conduit issuer such as industrial development or private activity bonds issued on behalf of private business). No debt of the District has ever been in default as to principal or interest.

CONTINUING DISCLOSURE

Pursuant to the Securities Exchange Commission Rule 15c2-12(b)(5) (the “Rule”), the District and the Developer will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement”), the proposed form of which is set forth in APPENDIX E, for the benefit of the Bondholders of the Series 2018A Bonds (including owners of beneficial interests in such Bonds), respectively, to provide certain financial information and operating data relating to the District and the Development by certain dates prescribed in the Disclosure Agreement (the “Reports”) with the Municipal Securities Rulemaking Board (“MSRB”) through the MSRB’s Electronic Municipal Market Access system (“EMMA”). The specific nature of the information to be contained in the Reports is set forth in “APPENDIX E - PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT.” Under certain circumstances, the failure of the District or the Developer to comply with their respective obligations under the Disclosure Agreement constitutes an event of default thereunder. Such a default will not constitute an Event of Default under the Indenture, but such event of default under the Disclosure Agreement would allow the Bondholders of the Series 2018A Bonds (including owners of beneficial interests in such Bonds), as applicable, to bring an action for specific performance. The covenants contained in the Indenture with respect to continuing disclosure and in Disclosure Agreement have been made in order to assist the Underwriter in complying with the Rule.

CONTINUING COMPLIANCE

The District

During the five (5) years immediately preceding the issuance of the Series 2018A Bonds, the District has been subject to a continuing disclosure undertaking in connection with the Series 2008 Bonds (the “2008 CDA”), the Series 2016 Bonds (the “2016 CDA”) and the Series 2018 Bonds (the “2018 CDA”). Main Street originally entered into the 2008 CDA in connection with the issuance of the Series 2008 Bonds. Subsequently, the obligations pursuant to the 2008 CDA were assumed by the District pursuant to the Assumption Agreement effective September 6, 2011.

The Developer

During the five (5) years immediately preceding the issuance of the Series 2018A Bonds, the Developer has been subject to the 2008 CDA, the 2016 CDA and the 2018 CDA. The Developer failed to file quarterly reports for the quarters ending December 31, 2016, March 31, 2017, June 30, 2017, September 30, 2017, and December 31, 2017, as required by the 2008 CDA. No failure to file notices were posted with respect to such failures. The Developer has now filed a cumulative report for the quarters ending December 31, 2016, through and including March 31, 2018.

UNDERWRITING

MBS Capital Markets, LLC (the "Underwriter"), has agreed, pursuant to a bond purchase agreement with the District, dated August __, 2018, subject to certain conditions, to purchase all of the Series 2018A Bonds from the District. The aggregate purchase price for the Series 2018A-1 Bonds is \$_____ (representing (i) the aggregate par amount of the Series 2018A-1 Bonds of \$_____, less a net original issue discount of \$_____, and less an Underwriter's discount on the Series 2018A-1 Bonds of \$_____ and (ii) the aggregate par amount of the Series 2018A-2 Bonds of \$_____, less an original issue discount of \$_____, and less an Underwriter's discount on the Series 2018A-2 Bonds of \$_____). The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2018A Bonds if they are purchased.

The Underwriter intends to offer the Series 2018A Bonds at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2018A Bonds to certain dealers (including dealers depositing the Series 2018A Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

VALIDATION

On August 7, 2007, the Circuit Court for St. Johns County, Florida validated the issuance by the District or Main Street of capital improvement revenue bonds to be issued, in one or more series, not-to exceed \$533,000,000 in principal amount and the existence and legal authority of the District. The appeal period from such final judgment has expired with no appeal being filed. The Series 2018A Bonds refund the Refunded Bonds which were included within the validated amount.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the Series 2018A Bonds are subject to the approval of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel. Certain legal matters will be passed upon for the District by its counsel Hopping Green & Sams, P.A., Tallahassee, Florida, and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida. Certain legal matters will be passed upon for the Trustee by its counsel Holland & Knight, LLP, Miami, Florida.

Bond Counsel's opinions included herein are based on existing law, which is subject to change. Such opinions are further based on factual representations made to Bond Counsel as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of a particular result, and are not binding on the Internal Revenue Service or the courts; rather, such opinions represent Bond Counsel's professional judgment based on its review of existing law, and in reliance on the representations and covenants that it deems relevant to such opinion.

MISCELLANEOUS

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the Series 2018A Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Official Statement is submitted in connection with the sale of the Series 2018A Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Official Statement is not to be construed as a contract with the purchaser or the Beneficial Owners of any of the Series 2018A Bonds.

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AUTHORIZATION AND APPROVAL

The execution and delivery of this Official Statement has been duly authorized by the Board.

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Jason Sessions
Chair, Board of Supervisors

APPENDIX A

**COPY OF MASTER INDENTURE AND
FORM OF FIFTH SUPPLEMENT**

APPENDIX B

FORM OF OPINION OF BOND COUNSEL

APPENDIX C

**AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR
ENDED SEPTEMBER 30, 2017**

APPENDIX D

2018 ASSESSMENT REPORT

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

4.

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

\$ _____
**Capital Improvement Revenue Refunding
Bonds, Series 2018A-1 (Senior Lien)**

\$ _____
**Capital Improvement Revenue Refunding
Bonds, Series 2018A-2 (Subordinate Lien)**

August __, 2018

BOND PURCHASE AGREEMENT

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

Ladies and Gentlemen:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this Bond Purchase Agreement with the Rivers Edge Community Development District (the "District" or the "Issuer"). This offer is made subject to written acceptance hereof by the Issuer at or before 11:59 p.m., New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Capitalized terms that are not defined herein shall have the meaning ascribed to such term in the Official Statement or the Indenture, as applicable, each as defined herein.

1. Purchase and Sale. Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of the Issuer's \$ _____ aggregate principal amount Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien) (the "Series 2018A-1 Bonds") and its \$ _____ aggregate principal amount Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien) (the "Series 2018A-2 Bonds," and, together with the Series 2018A-1 Bonds, the "Bonds"). The Bonds shall be dated as of the date of their delivery and shall be payable on the dates and principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Bonds is payable semi-annually on May 1 and November 1 each year, commencing November 1, 2018. The aggregate purchase price for the Bonds shall be \$ _____ (representing (i) the aggregate principal amount of the Series 2018A-1 Bonds of \$ _____, minus a net original issue discount of \$ _____ and less an Underwriter's discount of \$ _____ and (ii) the aggregate principal amount of the Series

2018A-2 Bonds of \$_____, minus an original issue discount of \$_____ and less an Underwriter's discount of \$_____).

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

The Bonds are authorized and issued pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act") and established by Rule 42FFF-1.001, et seq. *Florida Administrative Code*, of the Florida Land and Water Adjudicatory Commission ("FLWAC"), effective November 11, 2006, as amended on September 6, 2011, and June 27, 2017.

The District was established for the purposes, among other things, of financing and managing the planning, acquisition, construction, maintenance and operation of the public infrastructure necessary for community development within its jurisdiction and related financing. The Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of November 1, 2006 (the "Master Indenture"), between the District and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented and amended, and as particularly supplemented and amended by a Fifth Supplemental Trust Indenture dated as of September 1, 2018, (the "Fifth Supplement" and, together with the Master Indenture, the "Indenture"), and Resolution No. 2007-12 and Resolution No. 2018-___ adopted by the District on November 13, 2006 and August ___, 2018, respectively (together, the "Bond Resolution"), authorizing the issuance of the Bonds and resolutions relating to the imposition, levy and collection of the Series 2018A Assessments (as defined in the Indenture) (collectively, the "Assessment Resolutions").

The Issuer has also entered into, or will enter into at or prior to Closing: (a) a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with Governmental Management Services, LLC, as Dissemination Agent and Mattamy Jacksonville, LLC (the "Developer"); (b) an Escrow Deposit Agreement between the District and the Trustee, as escrow agent (the "Escrow Agreement"); and (c) this Bond Purchase Agreement. For purposes hereof, this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement, the Escrow Agreement, the Bond Insurance Policy and the Reserve Policy are referred to herein collectively as the "Financing Documents."

The Bonds are being issued to, together with other funds of the District: (i) currently refund and redeem all of the Refunded Bonds; (ii) pay certain costs associated with the issuance of the Series 2018A Bonds, including the premium for the Bond Insurance Policy; (iii) pay a portion of the interest first coming due on the Series 2018A Bonds; and (iv) purchase the Reserve Policy to be deposited to the Series 2018A-1 Reserve Account in partial satisfaction of the Series 2018A-1 Reserve Account Requirement, which shall be held solely for the benefit of all of the Series 2018A-1 Bonds, make a deposit into the Series 2018A-1 Reserve Account to be held solely for the benefit of all of the Series 2018A-1 Bonds, and make a deposit into the Series 2018A-2 Reserve Account to be held for the benefit of all of the Series 2018A Bonds, subject, however, to the first and prior lien of the Series 2018A-1 Bonds thereon

The Bonds are payable from and secured by the Series 2018A Trust Estate, which includes the Series 2018A Pledged Revenues. The Series 2018A Pledged Revenues consist primarily of the revenues derived by the District from the Series 2018A Assessments imposed, levied and collected by the District with respect to certain property within the District specially benefited by the Series 2008 Project (the "Series 2018A Assessments"), which, together with the Series 2018A Pledged Funds, will comprise the Series 2018A Trust Estate to the extent provided in the Indenture.

2. Delivery of Official Statement and Other Documents. (a) Prior to the date hereof, the Issuer provided to the Underwriter for its review the Preliminary Official Statement dated August __, 2018 (the "Preliminary Official Statement"), that the Issuer deemed final as of its date, except for certain permitted omissions (the "permitted omissions"), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the pricing of the Bonds. The Issuer hereby confirms that the Preliminary Official Statement was deemed final as of its date, except for the permitted omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter, within seven (7) business days after the date hereof, or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least one (1) business day prior to the date of Closing, or within such other period as the Underwriter may inform the Issuer which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board ("MSRB") in order to accompany any confirmation that requests payment from any customer sufficient copies of the final Official Statement (the "Official Statement") to enable the Underwriter to fulfill its obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriter. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the Issuer as shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Official Statement in accordance with applicable MSRB rules.

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

(c) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if the Issuer has knowledge of the occurrence of any event

which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the Issuer, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file, or cause to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of Bonds) so that the statements in the Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading, in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Bonds are hereinafter included within the term "Official Statement."

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

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

The Issuer hereby authorizes the Underwriter to use the Official Statement in connection with the public offering and sale of the Bonds and ratifies and confirms the distribution and use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with such public offering and sale.

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

(a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State of Florida, with full legal right, power and authority (1) to impose, levy and collect the Series 2018A Assessments in the manner described in the Official Statement; (2) to issue the Bonds for

the purposes for which they are to be issued, as described in the Official Statement, (3) to secure the Bonds as provided by the Indenture, (4) to enter into the Financing Documents and (5) to carry out and consummate all of the transactions contemplated by the Financing Documents.

(b) The District has complied with the Bond Resolution and the Assessment Resolutions, the Act, and the Constitution and laws of the State of Florida in all matters relating to the Financing Documents and the imposition, levy and collection of the Series 2018A Assessments.

(c) The District has duly authorized and approved (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, the Series 2018A Assessments and the Bonds, (2) the use and distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Financing Documents, the Bonds, the Series 2018A Assessments and the Official Statement.

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

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

(f) Upon the execution, authentication, issuance and delivery of the Bonds as aforesaid, the Indenture will provide, for the benefit of the holders from time to time of the Bonds, a legally valid and binding pledge of and a security interest in and to the Series 2018A Trust Estate pledged to the Bonds, subject only to the provisions of the Indenture permitting the application of such Series 2018A Trust Estate for the purposes and on the terms and conditions set forth in the Indenture.

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

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

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

(j) Except as disclosed in the Official Statement, on the date hereof, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against or affecting the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Bonds or the proceedings relating to the Series 2018A Assessments, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Bonds, the Financing Documents, the Series 2018A Assessments, or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Bonds, (6) the exemption under the Act of the Bonds and the interest thereon from taxation imposed by the State of Florida, (7) the legality of investment in the Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Bonds, or (9) the pledge of the Series 2018A Assessments under the Indenture to pay the principal or premium, if any, or interest on the Bonds.

(k) Except as otherwise may be disclosed in the Official Statement, the District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by a pledge of the Series 2018A Trust Estate pledged to the Bonds with a lien thereon prior to or on a parity with the lien of the Bonds.

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

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

(n) No representation or warranty by the District in this Bond Purchase Agreement nor any statement, certificate, document or exhibit furnished to or to be furnished by the District pursuant to this Bond Purchase Agreement or the Official Statement or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, provided, however, that no representation is made with respect to information concerning The Depository Trust Company or the Underwriter.

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

6. The Closing. At 12:00 noon, New York time, on September __, 2018, or at such earlier or later time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Bond Purchase Agreement. The Closing shall occur at the offices of the Issuer, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC "F.A.S.T." procedure is used which requires the Registrar to retain possession of the Bonds.

7. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and

upon the performance by the District of its obligations hereunder, as of the date of the Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

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

(b) At the Closing, (1) the Financing Documents and the Series 2018A Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Bonds all such action as in the reasonable opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, (2) the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Official Statement or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter is material or omits to state a fact that in the opinion of the Underwriter is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to be performed at or prior to the Closing, and (5) the Bonds shall have been duly authorized, executed, authenticated and delivered;

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

(1) Certificates, dated the date of Closing regarding the Official Statement and no default;

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

(3) The Indenture and the proceedings relating to the levy of the Series 2018A Assessments, certified by authorized officers of the District as true and correct copies;

(4) The Official Statement, executed on behalf of the District by the Chair or Vice Chair of its Board of Supervisors;

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

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

(7) A supplemental opinion, dated the date of Closing, of Bond Counsel to the effect that (i) the Underwriter may rely on the approving opinion of Bond Counsel as though such opinion were addressed to them; (ii) the Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended (the "1933 Act"), and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended (the "1939 Act") and it is not necessary in connection with the sale of the Bonds to the public to register the Bonds under the 1933 Act, or to qualify the Indenture under the 1939 Act; and (iii) Bond Counsel has reviewed the statements contained in the Official Statement under the sections captioned "DESCRIPTION OF THE SERIES 2018A BONDS" (other than the portion thereof captioned "Book-Entry Only System" and other than any information therein relating to DTC or the book-entry system, as to which no opinion is expressed) "PLAN OF REFUNDING" and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2018A BONDS" and are of the opinion that insofar as such statements purport to summarize certain provisions of the Bonds and the Indenture, that such statements fairly represent the documents purported to be summarized therein and that Bond Counsel has also reviewed the statements contained in the Official Statement under the section captioned "TAX MATTERS" and are of the opinion that insofar as such section purports to summarize the provisions of the Internal Revenue Code of 1986, as amended, and applicable laws of the State of Florida, such statements are correct as to matters of law;

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

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

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

- (11) Specimen Bonds;
- (12) Executed Financing Documents;
- (13) Evidence that the rating agency rating the Series 2018A-1 Bonds has issued ratings of not lower than the ratings on the Series 2018A-1 Bonds which are published in the final Official Statement and that such ratings are in full force and effect as of the date of Closing;
- (14) A copy of the executed Letter of Representations between the District and The Depository Trust Company, New York, New York;
- (15) A copy of the Supplemental Special Assessment Methodology Report for the Capital Improvement Revenue Refunding Bonds, Series 2018A-1 and 2018A-2 dated _____, 2018, prepared by Governmental Management Services, LLC and a certificate from such firm in substantially the form attached as Exhibit E hereto;
- (16) An opinion, dated the date of the Closing of Holland & Knight, LLP as counsel to the Trustee, substantially to the effect that such trust company or commercial bank is a duly organized trust company or commercial bank with necessary powers to serve as trustee under the Indenture and has duly and with legal authority executed and delivered the Indenture and that the Indenture is binding and enforceable against the Trustee, all in form and substance satisfactory to the Underwriter;
- (17) An opinion, dated the date of the Closing of Holland & Knight, LLP, as counsel to the Escrow Agent substantially to the effect that such trust company or commercial bank is a duly organized trust company or commercial bank with necessary powers to serve as escrow agent under the Escrow Agreement and has duly and with legal authority executed and delivered the Escrow Agreement and that the Escrow Agreement is binding and enforceable against the Escrow Agent, in form and substance satisfactory to the Underwriter;
- (18) An executed Verification Report;
- (19) A certificate executed by the District Manager that all resolutions required to be published by Florida law have been published in accordance with the requirements of Florida law;
- (20) An executed counterpart of the Escrow Agreement;
- (21) An opinion of Bond Counsel to the effect that the defeasance of the Refunded Bonds is permitted by the 2008 Indenture and that such defeasance will not affect the tax-exempt status of the Refunded Bonds;

(22) A duly executed copy of the Bond Insurance Policy and the Reserve Policy;

(23) An opinion of general counsel to Assured Guaranty Municipal Corp. (the "Insurer") relating to the validity and enforceability of the Bond Insurance Policy and the Reserve Policy, and a certificate of an officer of the Insurer dated the date of Closing and addressed to the Underwriter, concerning the Insurer, the Bond Insurance Policy and the Reserve Policy, and the information relating to the Insurer, the Bond Insurance Policy and the Reserve Policy, contained in the Official Statement, in form and substance satisfactory to the Underwriter and Counsel for the Underwriter; and

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

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

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment of the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under further obligation hereunder, but the respective obligations of the Underwriter and the District set forth in Section 9 hereof shall continue in full force and effect.

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

(a) the marketability of the Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the

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

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

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

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

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release,

regulation, Official Statement or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter of the Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Issuer to prevent or avoid) to the effect that the issuance, offering or sale of the Bonds as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby; or

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

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

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

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

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

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

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

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

9. Expenses.

(a) The District agrees to pay from the proceeds of the Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this Bond Purchase Agreement) of a reasonable number of copies of the Preliminary Official Statement and the Official Statement; (2) the fees and disbursements of Bond Counsel, District Counsel, Governmental Management Services, LLC., as Assessment Consultant and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager and the Verification Agent; (3) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture; (4) the fees and disbursements of Underwriter's Counsel; (5) charges by rating agencies for the rating of the Bonds; (7) out-of-pocket expenses of the District; and (8) the fees of the Escrow Agent under the Escrow Agreement.

(b) The Underwriter shall pay (1) the cost of qualifying the Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale; and (2) out-of-pocket expenses, including the fees and expenses of advertising, incurred by them in connection with their offering and distribution of the Bonds.

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

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

The Underwriter: MBS Capital Markets, LLC
152 Lincoln Avenue
Winter Park, FL 32789
Attention: Brett Sealy
Phone: 321-214-8338

The District: Rivers Edge Community Development District
c/o Governmental Management Services, LLC
475 West Town Place
Suite 114
St. Augustine, Florida 32092
Attn: James Perry
Phone: 904-940-5850

Copy to District Counsel: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attn: Wes Haber, Esq.
Phone: 850-425-2345

11. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assignees of the Issuer or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of and payment for the Bonds pursuant to this Bond Purchase Agreement; or (iii) any termination of this Bond Purchase Agreement but only to the extent provided by the last paragraph of Section 7 hereof.

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

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

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

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

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

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

(a) The Issuer is proposing to issue \$_____ of its Series 2018A-1 Bonds and \$_____ of its Series 2018A-2 Bonds for the purposes described in Section 1 hereof. The Bonds are expected to be repaid over a period of approximately ____ years. At a true interest cost of approximately _____%, total interest paid over the life of the Bonds will be approximately \$_____.

(b) The source of repayment for the Bonds is the Series 2018A Trust Estate (as described in the Indenture). Authorizing this obligation will result in a maximum of approximately \$_____ not being available to finance other services of the Issuer every year for approximately ____ years.

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

that differ from those of the District, and (vi) the District has received the Underwriter's G-17 Disclosure Letter.

19. Establishment of Issue Price.

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

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

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

[Signature Page to Follow]

Signature Page to Bond Purchase Agreement
(Rivers Edge Community Development District)

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____

Name: Brett Sealy

Title: Managing Partner

Accepted by:

RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Name: Jason Sessions

Title: Chair

EXHIBIT A

MATURITY DATES, PRINCIPAL AMOUNTS, INTEREST RATES,
YIELDS, PRICES AND INITIAL CUSIP NUMBERS

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
(ST. JOHNS COUNTY, FLORIDA)

\$ _____

CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS,
SERIES 2018A-1 (SENIOR LIEN)

\$ _____ Serial Series 2018A-1 Bonds

Maturity (May 1)	Amount	Interest Rate	Yield	Price	Initial CUSIP No.**
---------------------	--------	------------------	-------	-------	------------------------

\$ _____ % Term Series 2018A-1 Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____**
\$ _____ % Term Series 2018A-1 Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____**

\$ _____

CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS,
SERIES 2018A-2 (SUBORDINATE LIEN)

\$ _____ % Term Series 2018A-2 Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____**
\$ _____ % Term Series 2018A-2 Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____**
\$ _____ % Term Series 2018A-2 Bond Due May 1, 20__ - Yield: ____% - Price: ____ - CUSIP No. _____**

.. CUSIP numbers have been assigned to the Series 2018A Bonds by an organization not affiliated with the District and are included solely for the convenience of the owners of the Series 2018A Bonds. The District is not responsible for the selection, use or accuracy of the CUSIP numbers set forth herein.

REDEMPTION PROVISIONS

[TO COME]

[Remainder of page intentionally left blank]

EXHIBIT B

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

\$ _____
**Capital Improvement Revenue Refunding
Bonds, Series 2018A-1 (Senior Lien)**

\$ _____
**Capital Improvement Revenue Refunding
Bonds, Series 2018A-2 (Subordinate Lien)**

DISCLOSURE STATEMENT

August ___, 2018

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

Ladies and Gentlemen:

Pursuant to Chapter 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (collectively, the "Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the Bonds pursuant to a Bond Purchase Agreement dated as of August ___, 2018 (the "Purchase Agreement") between the Underwriter and Rivers Edge Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Bonds:

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

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

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

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

Management Fee:	\$	or	\$
Takedown:	\$	or	\$
Expenses:	\$	Or	\$
	\$		\$

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

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

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

(Remainder of page intentionally left blank)

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

Very truly yours,

MBS CAPITAL MARKETS, LLC

By: _____

Name: Brett Sealy

Title: Managing Partner

SCHEDULE I

ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER

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

EXHIBIT C

CERTIFICATE OF THE DISTRICT

The undersigned, as Chair and Secretary, respectively, of the Board of Supervisors of Rivers Edge Community Development District (the "District"), a local unit of special purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended (the "Act"), hereby certify to MBS Capital Markets, LLC (the "Underwriter") in satisfaction of Section 7(c)(5) of the Bond Purchase Agreement, dated August __, 2018, with the District (the "Bond Purchase Agreement") in connection with the issuance by the District of its \$_____ aggregate principal amount Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien) (the "Series 2018A-1 Bonds") and the \$_____ aggregate principal amount Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien) (the "Series 2018A-2 Bonds," and, together with the Series 2018A-1 Bonds, the "Bonds"), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Bond Purchase Agreement):

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

2. The following named persons are as of the date hereof the duly elected, qualified and acting members of the Board of Supervisors of the District:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u> <u>November</u>
Jason Sessions*	Chair	2020
Tara Jinks*	Vice Chair	2018
Rick Egger*	Assistant Secretary	2018
Judy Long	Assistant Secretary	2020
Charles Oates	Assistant Secretary	2020

*Employees of the Developer or affiliated entity.

3. The following named persons are the only designated, elected or appointed, qualified and acting officers of the District, holding the office of appointment set forth opposite their names, respectively:

<u>Name</u>	<u>Title</u>		
Jason Sessions*	Chair	James A. Perry	Secretary/Assistant Treasurer
Tara Jinks*	Vice Chair	David deNagy	Treasurer
Rick Egger*	Assistant Secretary	James Oliver	Assistant Secretary
Judy Long	Assistant Secretary		
Charles Oates	Assistant Secretary		

*Employees of the Developer or affiliated entity.

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

4. The seal, an impression of which appears below, is the only proper and official seal of the District.

5. The Board of Supervisors of Main Street Community Development District ("Main Street"), at a duly called and held meeting of the Board of Supervisors of Main Street on November 13, 2006, duly adopted Resolution No. 2007-14, a true and correct copy of which is attached hereto (the "Main Street Bond Resolution") and the Board of Supervisors of the District, at duly called and held meetings of the Board of Supervisors of the District on November 13, 2006 and August __, 2018, duly adopted Resolution Nos. 2007-12 and 2018-____, respectively, true and correct copies of which are attached hereto (the "District Bond Resolutions" and, together with the Main Street Bond Resolution, the "Bond Resolution"), which Bond Resolution remains in full force and effect on the date hereof.

6. The Board of Supervisors of the District, at duly called and held meetings of the Board of Supervisors of the District on _____, duly adopted Resolution Nos. _____, true and correct copies of which are attached hereto (collectively, the "Assessment Resolutions"), which Assessment Resolutions remain in full force and effect on the date hereof.

7. The District has complied with the provisions of Chapters 170, 190 and 197, Florida Statutes, related to the imposition, levy, collection and enforcement of the Series 2018A Assessments.

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

9. To the best of our knowledge and belief, each of the representations of the District in the Bond Purchase Agreement was true and accurate in all material respects on the date when made, has been true and accurate in all material respects at all times since, and continues to be true and accurate in all material respects as of the date hereof, as if made on such date.

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

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

11. To the best of our knowledge, the statements appearing in the Official Statement did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning the Insurer or The Depository Trust Company or its book-entry only system. Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Official Statement, as of its date or as of the date hereof contained an untrue statement of a material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made not misleading.

12. Except as set forth in the Official Statement, on the date hereof, no litigation or other proceedings are pending or, to the knowledge of the District, threatened in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of any of the Bonds or the imposition, levy and collection of the Series 2018A Assessments or the pledge thereof to the payment of the principal of and premium, if any, and interest on the Bonds, (b) questioning or affecting the validity of any provision of the Bonds, the Bond Resolution, the Assessment Resolutions, the Financing Documents, and the Series 2018A Assessments, as those documents are defined in the Bond Purchase Agreement, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their

respective offices or any powers of the District under the laws of the State of Florida, (e) contesting or affecting the Series 2018A Assessments, (f) contesting the accuracy or completeness of the Preliminary Official Statement or the Official Statement or any amendment or supplement thereto, (g) contesting the exclusion of interest on the Bonds from federal income taxation, or (h) contesting the exemption from taxation of the Bonds and the interest thereon under Florida law or the legality for investment therein.

IN WITNESS WHEREOF, we have hereunder set our hands this ____ day of September, 2018.

By: _____

Jason Sessions
Chair, Board of Supervisors
Rivers Edge Community Development
District

By: _____

James A. Perry,
Secretary to Board of Supervisors
Rivers Edge Community Development
District

EXHIBIT D
FORM OF DISTRICT COUNSEL OPINION

[TO COME]

EXHIBIT E

CERTIFICATE OF DISTRICT MANAGER AND METHODOLOGY CONSULTANT

We have acted as district manager and methodology consultant to the Rivers Edge Community Development District (the "District") in connection with the sale and issuance by the District of its \$_____ aggregate principal amount Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien) (the "Series 2018A-1 Bonds") and its \$_____ aggregate principal amount Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien) (the "Series 2018A-2 Bonds," and, together with the Series 2018A-1 Bonds, the "Series 2018A Bonds") and have participated in the preparation of the final Official Statement dated August ____, 2018, related to the Series 2018A Bonds (the "Official Statement").

1. In connection with the issuance of the Series 2018A Bonds, we have been retained by the District to prepare the *Master Special Assessment Methodology Report*, dated May 18, 2016, as supplemented by the *Supplemental Special Assessment Methodology Report for Capital Improvement Revenue Refunding Bonds, Series 2018A-1 and 2018A-2*, dated _____, 2018, including the special assessment tax roll included as part thereof (the "2018 Assessment Report"), which 2018 Assessment Report has been included as an appendix to the Official Statement. We hereby consent to the use of such 2018 Assessment Report in the Official Statement and consent to the references to us therein.

2. As District Manager, nothing has come to our attention that would lead us to believe that the Official Statement, as it relates to the District, or any information provided by us, and the 2018 Assessment Report, as of their date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

3. To the best of our knowledge, there has been no change which would materially adversely affect the assumptions made or the conclusions reached in the 2018 Assessment Report and the considerations and assumptions used in compiling the 2018 Assessment Report are reasonable. The 2018 Assessment Report and the assessment methodology set forth therein were prepared in accordance with all applicable provisions of Florida law. As described in more detail in the 2018 Assessment Report, the benefit to the lands within the District subject to the Series 2018A Assessments from the Series 2008 Project equals or exceeds the Series 2018A Assessments, and the Series 2018A Assessments are fairly and reasonably allocated across all benefitted properties within the District.

4. The Series 2018A Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2018A Assessments, are sufficient to enable the District to pay the debt service on the Series 2018A Bonds through the final maturity thereof.

5. As District Manager, we are aware of no litigation pending or, to our knowledge, threatened against the District.

6. This certification is made with knowledge that it will be in full force and effect as of the date of the opinion letter of counsel to the District and will be relied upon by counsel to the District in connection with an opinion letter which is required to be given by Hopping Green & Sams, P.A., as counsel for the District.

Dated: September __, 2018

**GOVERNMENTAL MANAGEMENT SERVICES,
LLC**, as District Manager and Methodology
Consultant

By: _____
Title: _____

EXHIBIT F

FORM OF ISSUE PRICE CERTIFICATE

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

\$ _____
Capital Improvement Revenue
Refunding Bonds, Series 2018A-1
(Senior Lien)

\$ _____
Capital Improvement Revenue
Refunding Bonds, Series 2018A-2
(Subordinate Lien)

The undersigned, on behalf of MBS Capital Markets, LLC (the "Underwriter") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds"). Capitalized terms shall have the meaning ascribed in Section 3 hereof.

The Underwriter and the District entered into a Bond Purchase Agreement on the Sale Date in connection with the sale of the Bonds (the "Bond Purchase Agreement"). Pursuant to the terms of the Bond Purchase Agreement, the Underwriter made (i) a bona fide offering of the Series 2018A-1 Bonds to the Public and (ii) a bona fide limited offering of the Series 2018A-2 Bonds to a portion of the Public representing accredited investors as required by Florida law at the prices or yields for each such maturity as shown on the inside cover page of the Preliminary Official Statement, dated _____, 2018, relating to the Bonds.

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, if any, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A-1.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities. (a) The Underwriter offered the Hold-the-Offering-Price Maturities, if any, to the Public for purchase at the respective initial offering prices listed in Schedule A-2 (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter has agreed in writing that, for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"). Pursuant to such agreement, the Underwriter has not offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(c) The Maturities set forth on Schedules A-1 and A-2 are all of the Maturities of the Bonds.

3. Defined Terms. (a) General Rule Maturities means those Maturities, if any, of the Bonds listed in Schedule A-1 hereto as the “General Rule Maturities.”

(b) Hold-the-Offering-Price Maturities means those Maturities, if any, of the Bonds listed in Schedule A-2 hereto as the “Hold-the-Offering-Price Maturities.”

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth (5th) business day after the Sale Date (_____, 2018), or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) District means Rivers Edge Community Development District.

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

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

(g) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2018.

(h) Statutory Underwriter means (i) any person that agrees pursuant to a written contract with the District to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. Reserve Accounts. Reserve accounts in an amount equal to the Series 2018A-1 Reserve Account Requirement and Series 2018A-2 Reserve Account Requirement were necessary in order to market and sell the Bonds given the nature of the Bonds which are secured by special assessments and the delinquent assessment collection procedures related thereto.

5. Bond Insurance. The present value of the Bond Insurance Policy premium paid to Assured Guaranty Municipal Corp. to obtain credit support for the Series 2018A-1 Bonds is

less than the present value of the interest reasonably expected to be saved as a result of such credit support. The discount rate chosen from computing such present value is the Bond Yield as described in the District's Arbitrage Certificate.

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

MBS CAPITAL MARKETS, LLC

By: _____

Name: Brett Sealy

Title: Managing Partner

Dated: _____, 2018

SCHEDULE A-1

SALE PRICES OF THE GENERAL RULE MATURITIES

(Attached or if None so state)

[Remainder of Page Intentionally Left Blank]

SCHEDULE A-2

INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(Attached or if None so state)

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

FORM 8038G STATISTICS

(Attached)

5.

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated September ___, 2018, is executed and delivered by the Rivers Edge Community Development District (the "Issuer" or the "District"), Mattamy Jacksonville LLC, a Delaware limited liability company, (the "Developer") and Governmental Management Services, LLC, as Dissemination Agent (together with its successors and assigns, the "Dissemination Agent") in connection with the issuance by the Issuer of its \$_____ Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien) (the "Series 2018A-1 Bonds") and its \$_____ Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien) (collectively, the "Bonds"). Effective September 6, 2011, the District's boundaries were amended to include the boundaries of the Main Street Community Development District ("Main Street"), pursuant to that certain Merger Agreement dated as of July 1, 2010 (the "Merger Agreement"). Additionally, pursuant to the Merger Agreement and that certain Assumption Agreement dated as of September 6, 2011 (the "Assumption Agreement"), between the Trustee (hereinafter defined) and the District, the District assumed all bond indebtedness of Main Street. The Bonds are being issued pursuant to a Master Trust Indenture dated as of November 1, 2006 (the "Master Indenture"), by and between Main Street and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having a designated corporate trust office in Orlando, Florida, as trustee (the "Trustee"), as subsequently assumed by the District pursuant to the Assumption Agreement, and as such Master Indenture is supplemented by a Fifth Supplemental Trust Indenture dated as of September 1, 2018 (the "Fifth Supplemental Indenture," and together with the Master Indenture, the "Indenture"), by and between the District and Trustee. The Issuer, the Developer and the Dissemination Agent covenant and agree as follows:

1. **Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Issuer, the Developer, and the Dissemination Agent for the benefit of the Beneficial Owners (as defined herein) of the Bonds and to assist the Participating Underwriter (as defined herein) of the Bonds in complying with the Rule (as defined herein). The Issuer has no reason to believe that this Disclosure Agreement does not satisfy the requirements of the Rule and the execution and delivery of this Disclosure Agreement is intended to comply with the Rule. To the extent it is later determined by a court of competent jurisdiction, a governmental regulatory agency, or an attorney specializing in federal securities law, that the Rule requires the Issuer or other Obligated Person (as defined herein) to provide additional information, the Issuer and each Obligated Person agree to promptly provide such additional information.

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof)

nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. **Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Indenture. The following capitalized terms as used in this Disclosure Agreement shall have the following meanings:

“Annual Filing Date” shall have such meaning as is set forth in Section 3(a) hereof.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i)(A) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Assessment Area” shall mean that portion of the District subject to Assessments.

“Assessments” shall mean the non-ad valorem Series 2018 Assessments pledged to the payment of the Bonds pursuant to the Indenture.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for any given prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Audited Financial Statements Filing Date” means the date set forth in Section 3(a) hereof by which the Audited Financial Statements are to be filed with each Repository if the same are not included as part of the Annual Report.

“Beneficial Owner” shall mean any person which, (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Business Day” means any day other than (a) a Saturday, Sunday or a day on which banks located in the city in which the designated corporate trust office of the Trustee is located are required or authorized by law or executive order to close for business, and (b) a day on which the New York Stock Exchange is closed.

“Disclosure Representative” shall mean (i) as to the Issuer, the District Manager or its designee, or such other person as the Issuer shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing information to the Dissemination Agent; and (ii) as to each entity comprising an Obligated Person (other than the

Issuer), the individuals executing this Disclosure Agreement on behalf of such entity or such person(s) as such entity shall designate in writing to the Dissemination Agent from time to time as the person(s) responsible for providing information to the Dissemination Agent.

“Dissemination Agent” shall mean the Issuer or an entity appointed by the Issuer to act in the capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer pursuant to Section 8 hereof. Governmental Management Services, LLC, has been designated as the initial Dissemination Agent hereunder.

“District Manager” shall mean Governmental Management Services, LLC, and its successors and assigns.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures located at <http://emma.msrb.org/>.

“EMMA Compliant Format” shall mean a format for any document provided to the MSRB (as hereinafter defined) which is in an electronic format and is accompanied by identifying information, all as prescribed by the MSRB.

“Fiscal Year” shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

“Listed Events” shall mean any of the events listed in Section 6(a) of this Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Person(s)” shall mean, with respect to the Bonds, those person(s) who are either generally or through an enterprise, fund, or account of such persons committed by contract or other arrangement to support payment of all, or a part of the obligations on such Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), which person(s) shall include the Issuer, and for the purposes of this Disclosure Agreement, the Developer, and its affiliates, successors or assigns (excluding homebuyers who are end users), for so long as the Developer or its affiliates, successors or assigns (excluding homebuyers who are end users) are the owner of District lands responsible for payment of at least 20% of the Assessments.

“Participating Underwriter” shall mean MBS Capital Markets, LLC.

“Quarterly Filing Date” shall mean for the quarter ending: (i) March 31, each May 1; (ii) June 30, each August 1; (iii) September 30, each November 1; and (iv) December 31, each February 1 of the following year. The first Quarterly Filing Date shall be February 1, 2019.

“Quarterly Report” shall mean any Quarterly Report provided by any Obligated Person (other than the Issuer) pursuant to, and as described in, Section 5 of this Disclosure Agreement.

“Repository” shall mean each entity authorized and approved by the SEC (as hereinafter defined) from time to time to act as a repository for purposes of complying with the Rule. The Repositories approved by the SEC may be found by visiting the SEC’s website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure submissions through its EMMA web portal. As used herein, “Repository” shall include the State Repository, if any.

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

“SEC” means the Securities and Exchange Commission.

“State” shall mean the State of Florida.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for the purposes of the Rule.

3. Provision of Annual Reports.

(a) Subject to the following sentence, the Issuer shall provide the Annual Report to the Dissemination Agent no later than one hundred eighty (180) days after the close of the Issuer’s Fiscal Year (the “Annual Filing Date”), commencing with the Annual Report for the Fiscal Year ended September 30, 2018. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; *provided that* the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report, and may be submitted in accordance with the then-current State law, which currently requires such Audited Financial Statements to be provided up to, but no later than, nine (9) months after the close of the Issuer’s Fiscal Year (the “Audited Financial Statements Filing Date”). Provided that if the Audited Financial Statements are not available at the time of the filing of the Annual Report, District unaudited financial statements shall be submitted as part of the Annual Report and Audited Financial Statements shall be subsequently provided pursuant to this Section 3(a). The Issuer shall, or shall cause the Dissemination Agent to, provide to the Repository the components of an Annual Report which satisfies the requirements of Section 4(a) of this Disclosure Agreement within thirty (30) days after the same becomes available, but in no event later than the Annual Filing Date or Audited Financial Statements Filing Date, if applicable. If the Issuer’s Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 6.

(b) If on the fifteenth (15th) day prior to each Annual Filing Date or the Audited Financial Statements Filing Date, as applicable, the Dissemination Agent has not received a copy of the Annual Report or Audited Financial Statements, as applicable, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be via email) to remind the Issuer of its undertaking to provide the Annual Report

or Audited Financial Statements, as applicable, pursuant to Section 3(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report or the Audited Financial Statements, as applicable, in accordance with Section 3(a) above, or (ii) advise the Dissemination Agent that the Issuer will not be able to file the Annual Report or Audited Financial Statements, as applicable, within the times required under this Disclosure Agreement, state the date by which the Annual Report or the Audited Financial Statements for such year, as applicable, will be provided, if available, and instruct the Dissemination Agent that a Listed Event as described in Section 6(a)(xv) has occurred and to immediately send a notice to the Repository in substantially the form attached hereto as Exhibit A in accordance with Section 6.

(c) If the Dissemination Agent has not received an Annual Report by 12:00 noon on the first (1st) Business Day following the Annual Filing Date for the Annual Report or the Audited Financial Statements by 12:00 noon on the first (1st) Business Day following the Audited Financial Statements Filing Date for the Audited Financial Statements, if applicable, then a Listed Event as described in Section 6(a)(xv) shall have occurred and the Dissemination Agent shall send a notice to the Repository in substantially the form attached as Exhibit A in accordance with Section 6 (unless the Dissemination Agent has already filed such Listed Event Notice pursuant to Section 3(b)).

(d) The Dissemination Agent shall:

(i) determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

(e) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an EMMA Compliant Format.

4. Content of Annual Reports.

(a) Each Annual Report shall contain or incorporate by reference the following Annual Financial Information with respect to the Issuer:

(i) The amount of Assessments levied in the Assessment Area for the most recent prior Fiscal Year.

(ii) The amount of Assessments collected in the Assessment Area from the property owners during the most recent prior Fiscal Year.

(iii) If available, the amount of delinquencies in the Assessment Area greater than one hundred fifty (150) days, and, in the event that delinquencies amount to more than ten percent (10%) of the amounts of the Assessments due in any year, a list of delinquent property owners.

(iv) If available, the amount of tax certificates sold for lands within the Assessment Area, if any, and the balance, if any, remaining for sale from the most recent Fiscal Year.

(v) All fund balances in all Funds and Accounts for the Bonds.

(vi) The total amount of Bonds Outstanding.

(vii) The amount of principal and interest to be paid on the Bonds in the current Fiscal Year.

(viii) The most recent Audited Financial Statements of the Issuer.

(ix) Any amendment or waiver of a provision of this Disclosure Agreement, if any, required pursuant to Section 9 herein.

To the extent any of the items set forth in Sections 4(a)(i) through (vii) above are included in the Audited Financial Statements referred to in subsection (viii) above, they do not have to be separately set forth if the Annual Financial Statement is filed by the Annual Filing Date. Any or all of the items listed above may be incorporated by reference from other documents, including limited offering memorandums and official statements of debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final limited offering memorandum or official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so incorporated by reference.

(b) The Issuer and each Obligated Person agree to supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer, Obligated Persons and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer, an Obligated Person or others as thereafter disseminated by the Dissemination Agent.

(c) Any Annual Financial Information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

5. **Quarterly Reports.**

(a) Each Obligated Person (other than the Issuer) shall provide an electronic copy of the Quarterly Report to the Dissemination Agent no later than the Quarterly Filing Date. Promptly upon receipt of an electronic copy of the Quarterly Report, but in any event no later than the Quarterly Filing Date, the Dissemination Agent shall provide a Quarterly Report to the Repository.

(b) Each Quarterly Report shall contain an update of the following information with respect to such reporting Obligated Person to the extent available:

(i) The number and type of lots owned in the Assessment Area by the Obligated Person.

(ii) The number and type of homes Obligated Person has under construction in the Assessment Area.

(iii) The number and type of homes Obligated Person has constructed in the Assessment Area.

(iv) The number and type of homes Obligated Person has under contract with homebuyers in the Assessment Area.

(v) The number and type of homes Obligated Person has closed with homebuyers (delivered to end users) in the Assessment Area.

(vi) The occurrence of any new or modified mortgage debt on the land owned by the Obligated Person in the Assessment Area, including the amount, interest rate and terms of repayment.

(c) If an Obligated Person sells, assigns or otherwise transfers ownership of real property in the Assessment Area (a "Transferor Obligated Person") to a third party, which will in turn cause such third party to qualify as an Obligated Person for purposes of this Disclosure Agreement as a result thereof (a "Transfer"), the Transferor Obligated Person hereby agrees to use its best efforts to contractually obligate such third party to agree to comply with the disclosure obligations of an Obligated Person hereunder for so long as such third party is an Obligated Person hereunder, to the same extent as if such third party were a party to this Disclosure Agreement. The Transferor Obligated Person shall notify the District and the Dissemination Agent in writing of any Transfer within five (5) Business Days of the occurrence thereof. In the event that the Transferor Obligated Person remains an Obligated Person hereunder following any Transfer, nothing herein shall be construed to relieve the Transferor Obligated Person from its obligations hereunder.

(d) If the Dissemination Agent has not received a Quarterly Report that contains, at a minimum, the information in Section 5(b) of this Disclosure Agreement by 12:00

noon on the first (1st) Business Day following each Quarterly Filing Date, a Listed Event described in Section 6(a)(xv) shall have occurred and the District and each Obligated Person hereby direct the Dissemination Agent to send a notice to the Repository in substantially the form attached as Exhibit A, with a copy to the District.

(e) The Dissemination Agent shall:

(i) determine each year prior to the Quarterly Filing Date the name, address and filing requirements of the Repository; and

(ii) promptly upon fulfilling its obligations under subsection (a) above, file a notice with the Issuer and applicable Obligated Persons stating that the Quarterly Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing all Repositories with which it was filed.

6. Reporting of Listed Events.

(a) This Section 6 shall govern the giving of notices of the occurrence of any of the following Listed Events:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on the debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;*

(v) Substitution of credit or liquidity providers, or their failure to perform;*

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of Owners of the Bond, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

* On the date of issuance the Bonds are neither rated nor credit or liquidity enhanced.

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material. Releases, substitutions, or sales to homebuyers who are end users shall not be considered material;

(xi) Rating changes*;

(xii) Bankruptcy, insolvency, receivership or similar event of the Issuer or any Obligated Person (which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer or any Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer or any Obligated Person);

(xiii) Consummation of a merger, consolidation, or acquisition involving the Issuer or any Obligated Person or the sale of all or substantially all of the assets of the Issuer or any Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional Trustee or the change of name of the Trustee, if material;

(xv) Failure to provide (A) any Annual Report or Audited Financial Statement as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 4(a) of this Disclosure Agreement, or (B) any Quarterly Report as required under this Disclosure Agreement that contains, in all material respects, the information required to be included therein under Section 5(b) of this Disclosure Agreement;

(xvi) Any amendment to the accounting principles to be followed by the District in preparing its financial statements as required pursuant to Section 9 hereof; and

(xvii) Change in the Issuer's Fiscal Year as required pursuant to Section 3(a) hereof.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the above Section 6(a) Listed Events to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after its occurrence, with the exception of the Listed Event described in Sections 6(a)(xv) through (xvii), which notice will be given in a

timely manner. Such notice by the Issuer to the Dissemination Agent shall instruct the Dissemination Agent to report the occurrence pursuant to Section 6(d) below. Such notice by the Issuer to the Dissemination Agent may identify the Listed Event that has occurred, include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Dissemination Agent to disseminate such information, and/or identify the date the Issuer desires for the Dissemination Agent to disseminate the information (provided that such date is in compliance with the filing dates provided within this Section 6(b)).

(c) Notwithstanding Section 6(b), each Obligated Person (other than the Issuer) shall be responsible for notifying the Dissemination Agent regarding the occurrence of a Listed Event described in Section 6(a)(x), (xii), (xiii), or (xv) involving such Obligated Person in compliance with the notification timing and requirements provided within Section 6(b). In such cases, the Issuer shall not be required to notify the Dissemination Agent of such Listed Events pursuant to Section 6(b).

(d) If the Dissemination Agent has been instructed by the Issuer or Obligated Person to report the occurrence of a Listed Event, the Dissemination Agent shall immediately file a notice of such occurrence with each Repository.

7. **Termination of Disclosure Agreement.** This Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

8. **Dissemination Agent.** Upon termination of the Dissemination Agent's services as Dissemination Agent, whether by notice of the Issuer or the Dissemination Agent, the Issuer agrees to appoint a successor Dissemination Agent or, alternatively, agrees to assume all responsibilities of Dissemination Agent under this Disclosure Agreement for the benefit of the Owners of the Bonds. If at any time there is not any other designated Dissemination Agent, the District shall be deemed to be the Dissemination Agent. The initial Dissemination Agent shall be Governmental Management Services, LLC. The acceptance of such designation is evidenced by the execution of this Disclosure Agreement by a duly authorized signatory of Governmental Management Services, LLC. Governmental Management Services, LLC, may terminate its role as Dissemination Agent at any time upon delivery of written notice to the District and each Obligated Person. The District may terminate its agreement hereunder with the Dissemination Agent at any time upon delivery of written notice to the Dissemination Agent and each Obligated Person.

9. **Amendment.** Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent (if the Dissemination Agent is not the Issuer) may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the Issuer (such as the trustee or Bond Counsel), or (ii) by the approving vote of bondholders pursuant to the terms of the governing instrument at the time of the amendment.

Notwithstanding the foregoing, the Issuer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment and/or waiver in its next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements of the Issuer, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

10. **Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer or other Obligated Person from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report, Quarterly Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer or other Obligated Person chooses to include any information in any Annual Report, Quarterly Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer or other Obligated Person shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Quarterly Report or notice of occurrence of a Listed Event.

11. **Default.** In the event of a failure of the Issuer, the Disclosure Representative, any Obligated Person or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of the Underwriter or the Beneficial Owners of at least fifty percent (50%) aggregate principal amount of Outstanding Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Bond may take such

actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Disclosure Representative, any Obligated Person or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement by any Obligated Person shall not be deemed a default by the Issuer hereunder and no default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Disclosure Representative, any Obligated Person, or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. **Duties of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Dissemination Agent shall have no obligation to notify any other party hereto of an event that may constitute a Listed Event. The District, each Obligated Person and the Disclosure Representative covenant that they will supply, in a timely fashion, any information reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The District, each Obligated Person and the Disclosure Representative acknowledge and agree that the information to be collected and disseminated by the Dissemination Agent will be provided by the District, Obligated Person(s), the Disclosure Representative and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the District, any Obligated Person or the Disclosure Representative as thereafter disseminated by the Dissemination Agent. Any filings under this Disclosure Agreement made to the MSRB through EMMA shall be in an EMMA Compliant Format.

13. **Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Issuer, each Obligated Person, the Dissemination Agent, the Trustee, the Underwriter and the Owners of the Bonds (the Dissemination Agent, the Trustee, Underwriter and Owners of the Bonds being hereby deemed express third party beneficiaries of this Disclosure Agreement), and shall create no rights in any other person or entity.

14. **Governing Law.** The laws of the State of Florida and Federal law shall govern this Disclosure Agreement and venue shall be any state or federal court having jurisdiction in St. Johns County, Florida.

15. **Counterparts.** This Disclosure Agreement may be executed in several counterparts and by PDF signature and all of which shall constitute but one and the same instrument.

16. **Trustee Cooperation.** The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and the Issuer instructs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports the Dissemination Agent requests in writing that is in the possession of and readily available to the Trustee.

17. **Binding Effect.** This Disclosure Agreement shall be binding upon each party to this Disclosure Agreement and upon each successor and assignee of each party to this Disclosure Agreement and shall inure to the benefit of, and be enforceable by, each party to this Disclosure Agreement and each successor and assignee of each party to this Disclosure Agreement. Notwithstanding the foregoing, as to any entity comprising the Developer or any assignee or successor thereto that becomes an Obligated Person pursuant to the terms of this Disclosure Agreement, only successors or assignees to such parties who are, by definition, Obligated Persons, shall be bound or benefited by this Disclosure Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**RIVERS EDGE COMMUNITY DEVELOPMENT
DISTRICT, AS ISSUER**

[SEAL]

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
Secretary

MATTAMY JACKSONVILLE LLC, a Delaware
limited liability company

By: _____
Name: Clifford L. Nelson
Title: Vice President

**GOVERNMENTAL MANAGEMENT
SERVICES, LLC, AS DISSEMINATION AGENT**

By: _____
Name: _____
Title: _____

CONSENTED TO AND AGREED TO BY:

DISTRICT MANAGER

**GOVERNMENTAL MANAGEMENT
SERVICES, LLC, AS DISTRICT
MANAGER**

By: _____

Name: _____

Title: _____

**ACKNOWLEDGED AND AGREED TO
FOR PURPOSES OF SECTIONS 11, 13
AND 16 ONLY:**

TRUSTEE

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

By: _____

Name: Stacey L. Johnson

Title: Vice President

EXHIBIT A

**FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE
[ANNUAL/ AUDITED FINANCIAL STATEMENTS /QUARTERLY] REPORT**

Name of Issuer: Rivers Edge Community Development District

Name of Bond Issue: \$_____ Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (Senior Lien) and \$_____ Rivers Edge Community Development District Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (Subordinate Lien)

Obligated Person(s): Rivers Edge Community Development District;
Mattamy Jacksonville LLC

Original Date of Issuance: September __, 2018

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that the [Issuer][Developer] has not provided an [Annual Report] [Audited Financial Statements] [Quarterly Report] with respect to the above-named Bonds as required by [Section 3] [Section 5] of the Continuing Disclosure Agreement dated September __, 2018 by and between the Issuer, Developer and the Dissemination Agent named therein. The Issuer has advised the undersigned that it anticipates that the [Annual Report] [Audited Financial Statements] [Quarterly Report] will be filed by _____, 20____.

Dated: _____

GOVERNMENTAL MANAGEMENT SERVICES,
LLC, as Dissemination Agent

By: _____
Name: _____
Title: _____

cc: Issuer
Trustee

SEVENTH ORDER OF BUSINESS

A.

PO Box 622111, Oviedo, FL 32762
PH: 321-765-7901 Fax: 855-301-9751

August 14, 2018

Attn: Robert Beladi

Re: Pickleball Court Construction- River Town (Vesta) (64x34)

Elite Court Construction Inc. proposes to construct single pickleball court (64' X 34' paved area) according to the following specifications:

BASE WORK:

Dirt on site will be graded. Any additional dirt needed will be supplied and graded at \$750.00 per load. Six inches of base shall be deposited and graded. Base material shall meet Florida State Road Department specifications according to section 200 and 300 of the 1980. Base shall be compacted to 95% at a depth of 6 inches.

ASPHALT:

Hot mix shall be laid to give a minimum of 1" compacted thickness using Type III virgin asphalt that shall be compacted by a 3-ton static roller giving equivalent compaction.

TERMINALS AND LINE POSTS:

LCX with polyester powder coating (black or green). All terminals and line posts shall be 8ft high and 2 1/2" OD with a weight of 740 lbs. per linear foot. All terminals shall be braced at 90 degrees using the top rail material. Top rail will be 1 5/8" around the entire court and tension wire along the bottom.

FABRIC:

200' of fabric shall be 8' high. All material will be 9-gauge, 1 3/4 mesh, hot dipped galvanized with black or green vinyl coating. All fabric shall be knuckled at top and bottom. All corner and gate terminals shall be banded off with 1" tension bands. Fabric shall be leveled and tied in at 16" intervals with 9-gauge steel or aluminum tie wraps. Nine-gauge tension wire shall be stretched in at the bottom of the fabric and hog-ringed into the fabric at 4' intervals.

GATES:

The gate shall be made from the same materials as the top rail (1 5/8"). Gates shall be welded or sleeved per corrosion conditions of the area. Gate shall be 3 1/2' by 7' with a brace around the perimeter of the 1 3/4" mesh. A fork-type gate latch shall be installed with each gate. All material used in the fence construction shall be hot dipped galvanized. All nuts and bolts are tightened, and fabric raked for appearance. Scrap materials shall be cleaned up after completion of the fence installation. One gate is included in the price. Additional gates will be an additional cost.

SURFACING:

Asphalt surface shall be sound, smooth and free from oily materials. The entire surface shall be machine sanded to remove minor elevations or imperfections. The court shall be flooded and all areas holding water shall be patched to 1/16" tolerance after draining. One coat of Sportmaster acrylic resurfacer shall be squeegeed over the entire surface. Two coats of Sportmaster sand-filled acrylic color shall be squeegeed over the entire surface (owner's choice of color). Pickleball court shall be striped according to USAPA standards with 2" wide white lines.

NETS & POSTS:

PVC sleeves for the pickleball net posts shall be installed previous to surfacing the courts. PVC sleeves shall be set in 2' X 2' X 2' of concrete. Net posts shall be 2 7/8" OD, galvanized, schedule 40 with external wind up crank wheel (black or green). Nets shall be 3.5 regulation pickleball nets.

PROPOSAL PRICE: \$22,950.00

Schedule of Payments:

- 40% Deposit prior to commencement
- 40% upon completion of base work and asphalt
- 20% upon completion of surfacing and installation of equipment

OWNERS OBLIGATION TO CONTRACTOR (ELITE COURT CONSTRUCTION):

1. Provision of an access road to court site adequate for support of base material, and asphalt trucks and other necessary construction equipment.
2. Provision of water at court site for base construction, flooding of courts, and mixing with the surfacing materials. Owner to pay for water meter if necessary.
3. Provide site plans and legal description required by county or local building regulations. All zoning laws are to be followed and variances, if necessary, obtained prior to obtaining permit. Elite Court Construction shall obtain the permit and the owner shall pay for said permitting.
4. Shall indicate all underground plumbing, electrical, irrigation, etc. which may be in construction or access area.
5. Owner shall construct all retaining walls, curbs, drainage conduits, alterations or additions to stated specifications.
6. If owner requires initiation of contract despite inadequate site preparation and/or inadequate access, Elite Courts shall back charge \$150.00 per hour for extra work/or down time due to above.
7. Adequate drainage in the area of the court shall be required previous to initiation of contract so that the integrity of the limerock shall not be impaired by water backing onto or filtering under the court area.
8. The landscaping of the area around the court shall be done immediately upon completion of the asphalt to reduce risk of erosion. Elite Courts shall not be responsible for reattachment of the same or straightening of fence due to the action of the wind on same. It is suggested that 45 de gree braces be attached to fence posts which are most susceptible to strong winds.
9. Grass and any excess dirt will be stripped and put in a pile near the site. If we need to take off site there will be a charge of 200.00 per load.
10. If any fill dirt is needed on site there will be additional charges of 500.00 per load.

WARRANTY:

Elite Court Construction Inc. guarantees workmanship and materials for one year upon completion.

CONDITION OF SALE:

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse Elite Court Construction Inc. the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.

IN WITNESS WHERE OF, the parties here to have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1½% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in Orange County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. Insurance Certificates and Licenses Provided upon Request *any changes or additions to standard coverage at additional cost.

COLOR SELECTION

Interior: _____

Exterior: _____

Accepted By: _____

Date Signed: _____

Print Name: _____

Print Title: _____

Contractor: _____

Date Signed: _____

Elite Court Construction

PO Box 622111, Oviedo, FL 32762
PH: 321-765-7901 Fax: 855-301-9751

August 14, 2018

Attn: Robert Beladi

Re: Single Tennis Court Demo and Conversion to Single Pickleball Court- River Town (Vesta) (60 x 120)

Elite Court Construction Inc. proposes to demo and dispose of the clay tennis court per the following specifications:

Using heavy machinery, remove all existing clay, perimeter fencing and net posts. Dispose all debris of at an offsite location.

Elite Court Construction Inc. proposes to re-construct a double pickleball court to match pre-existing tennis court according to the following specifications:

BASE WORK:

Dirt on site will be graded. Any additional dirt needed will be supplied and graded at \$750.00 per load. Six inches of base shall be deposited and graded. Base material shall meet Florida State Road Department specifications according to section 200 and 300 of the 1980. Base shall be compacted to 95% at a depth of 6 inches.

ASPHALT:

Hot mix shall be laid to give a minimum of 1" compacted thickness using Type III virgin asphalt that shall be compacted by a 3-ton static roller giving equivalent compaction.

TERMINALS AND LINE POSTS:

LCX with polyester powder coating (black or green). All terminals and line posts shall be 8ft high and 2 1/2" OD with a weight of .740 lbs. per linear foot. All terminals shall be braced at 90 degrees using the top rail material. Top rail will be 1 5/8" around the entire court and tension wire along the bottom.

FABRIC:

360' of fabric shall be 8' high. All material will be 9-gauge, 1 3/4 mesh, hot dipped galvanized with black or green vinyl coating. All fabric shall be knuckled at top and bottom. All corner and gate terminals shall be banded off with 1" tension bands. Fabric shall be leveled and tied in at 16" intervals with 9-gauge steel or aluminum tie wraps. Nine-gauge tension wire shall be stretched in at the bottom of the fabric and hog-ringed into the fabric at 4' intervals.

GATES:

The gate shall be made from the same materials as the top rail (1 5/8"). Gates shall be welded or sleeved per corrosion conditions of the area. Gate shall be 3 1/2' by 7' with a brace around the perimeter of the 1 3/4" mesh. A fork-type gate latch shall be installed with each gate. All material used in the fence construction shall be hot dipped galvanized. All nuts and bolts are tightened, and fabric raked for appearance. Scrap materials shall be cleaned up after completion of the fence installation. One gate is included in the price. Additional gates will be an additional cost.

SURFACING:

Asphalt surface shall be sound, smooth and free from oily materials. The entire surface shall be machine sanded to remove minor elevations or imperfections. The court shall be flooded and all areas holding water shall be patched to 1/16" tolerance after draining. One coat of Sportmaster acrylic resurfacer shall be squeegeed over the entire surface. Two coats of Sportmaster sand-filled acrylic color shall be squeegeed over the entire surface (owner's choice of color). Pickleball court shall be striped according to USAPA standards with 2" wide white lines.

NETS & POSTS:

PVC sleeves for the pickleball net posts shall be installed previous to surfacing the courts. PVC sleeves shall be set in 2' X 2' X 2' of concrete. Net posts shall be 2 7/8" OD, galvanized, schedule 40 with external wind up crank wheel (black or green). Nets shall be 3.5 regulation pickleball nets.

PROPOSAL PRICE: \$57,261.00

Schedule of Payments:

40% Deposit prior to commencement
40% upon completion of base work and asphalt
20% upon completion of surfacing and installation of equipment

OWNERS OBLIGATION TO CONTRACTOR (ELITE COURT CONSTRUCTION):

1. Provision of an access road to court site adequate for support of base material, and asphalt trucks and other necessary construction equipment.
2. Provision of water at court site for base construction, flooding of courts, and mixing with the surfacing materials. Owner to pay for water meter if necessary.
3. Provide site plans and legal description required by county or local building regulations. All zoning laws are to be followed and variances, if necessary, obtained prior to obtaining permit. Elite Court Construction shall obtain the permit and the owner shall pay for said permitting.
4. Shall indicate all underground plumbing, electrical, irrigation, etc. which may be in construction or access area.
5. Owner shall construct all retaining walls, curbs, drainage conduits, alterations or additions to stated specifications.
6. If owner requires initiation of contract despite inadequate site preparation and/or inadequate access, Elite Courts shall back charge \$150.00 per hour for extra work/or down time due to above.
7. Adequate drainage in the area of the court shall be required previous to initiation of contract so that the integrity of the limerock shall not be impaired by water backing onto or filtering under the court area.
8. The landscaping of the area around the court shall be done immediately upon completion of the asphalt to reduce risk of erosion. Elite Courts shall not be responsible for reattachment of the same or straightening of fence due to the action of the wind on same. It is suggested that 45 degree braces be attached to fence posts which are most susceptible to strong winds.
9. Grass and any excess dirt will be stripped and put in a pile near the site. If we need to take off site there will be a charge of 200.00 per load.
10. If any fill dirt is needed on site there will be additional charges of 500.00 per load.

WARRANTY:

Elite Court Construction Inc. guarantees workmanship and materials for one year upon completion.

CONDITION OF SALE:

The purchaser and Seller or its assigns agree to the purchase and sale of before described property on the following conditions:

- 1) That Purchaser will pay to Seller or its assigns the Total Contract Price in accordance with the terms set forth.
- 2) That if the Purchaser shall default in the payment of any installment or violate any of the provisions of this Contract the Seller or its assigns shall have the right to declare due the whole amount unpaid and without notice or demand, legal process, liability for trespass or damages, and without prejudice to other action, enter the premises where said property may be repossess and remove same.
- 3) That there are no agreements or warranties in connection with this transaction which are not expressly set forth in this Contract.
- 4) Buyer hereby assigns without recourse Elite Court Construction Inc. the right and interests of the material and equipment in the above Contract and in the property described therein until paid in full.

IN WITNESS WHERE OF, the parties here to have executed this Contract by their proper officers or duly authorized agents on the day and year first above written.

The parties agree that in the event that payment is not made as provided herein, Contractor may terminate this contract, refuse to complete any work remaining pursuant

to the contract, and any alternate proposals, amendments, changes, or modifications thereto, and sue for the payment due, plus any work performed by contractor up until the date of termination, including a reasonable profit and overhead, court costs, attorney's fees (including attorney's fees incurred in arbitration and administrative proceedings and all state and federal actions and appeals), and interest at the rate of 1½% per month, 18% per year.

In the event of litigation of this contract, venue of same shall lie in Orange County, Florida and the prevailing party shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party. Insurance Certificates and Licenses Provided upon Request *any changes or additions to standard coverage at additional cost.

COLOR SELECTION

Interior: _____

Exterior: _____

Accepted By: _____

Date Signed: _____

Print Name: _____

Print Title: _____

Contractor: _____

Date Signed: _____

Elite Court Construction

B.

Rivertown Tennis Proposal

- 904 Tennis will revenue share 10% of all tennis instruction, clinics, camps, socials, round robins/play days, adult and junior league team fees, tournaments and all other tennis related revenue. 90% of the revenue listed will be retained by 904 Tennis.
- 904 Tennis will be the exclusive provider of tennis instruction, tennis events, league coordination, and kids tennis and sports camps.
- 904 Tennis will manage all tennis related activities outside of social play.
- Rivertown General Manager and/or Lifestyle Director will work with 904 Tennis to help promote and market all tennis and camp related activities through the monthly newsletter, message boards, social media, and community e-blasts. 904 Tennis will provide the relevant information.
- 904 Tennis will consult the Maintenance Supervisor on the up keep of the tennis courts.
- 904 Tennis can provide quotes for any clay court removal, minor clay court resurfacing projects, algae removal, or basic line repair as needed.
- 904 Tennis will consult on the construction of any new courts built in the future. We can save you a lot of money over the years in water cost and clay by selecting the correct courts to construct with the best builder.
- 904 Tennis can consult on any major court resurfacing projects assisting in finding the best value for Rivertown.

Benefits to Rivertown

- Cost savings on overall court maintenance and labor through consulting.
- Attraction of new homebuyers through league play, programming, and events.
- Strategic selection of new court construction adding value and efficiency to Rivertown residents also resulting in cost savings.
- Fun programming for current residents of all ages.

Summary

904 Tennis is excited for the opportunity to work with Rivertown. 904 Tennis' mission statement is to provide 1st class tennis programming and events to CDDs. Having **adult and junior league tennis options** available in your community helps sell homes verses neighborhoods that do not. Rivertown's investment in 3-4 new tennis courts along with the 904 Tennis agreement will help expedite the build out process. This would be worth 4-6 extra lot sales per year to the builder, maybe more. The addition of 1-3 more courts will make adult league tennis available. I have attached a sample fall tennis schedule. Thank you for your consideration.

Proposal for Management of Tennis Facility at Rivertown

Prepared by USPTA Elite Professional-Brett Glidewell

First, let me take this opportunity to express my excitement for the opportunity to present a proposal to manage the tennis facility at the Rivertown Community. The amenities and tennis facility are absolutely beautiful! As a new Rivertown resident with a direct line-of-sight from my front door to the tennis courts, I feel that I have a unique, vested interest in providing the very best tennis experience to my fellow neighbors. I believe the Rivertown tennis facility has the potential to be the best residential, active family tennis program in the area. In a brief explanation, I will outline just a sample of ideas to begin a successful tennis program at Rivertown. My intentions are to promote, market, design, implement, and evaluate various innovative and entertaining programs for a facility with three tennis courts. I am seeking the position of Tennis Director for the Rivertown Community acting as an Independent Contractor.

What I think is first priority for a tennis facility with three courts-Promote, Grow, and Socialize!

With three courts and very little participation from the residents, just providing tennis lessons is not enough. First, we have to let everyone in the community know that a fun, exciting, and inviting tennis program exists and can offer activities other than lessons. I propose a few examples of the following social activities to aggressively encourage interest and participation in tennis at Rivertown:

- Free Organized Men's Drills once a week either before or after work
- Free Organized Men's Match Play once a week on the weekends
- Themed Adult "Meet and Greet" Social Mixers with tennis games twice a month on Friday Nights for Residents with a small monetary charge-\$5 or a can of tennis balls
- Coordinate events alongside other departments such as the Activities Director and Amenities Director
- Adult/Children Play Days for the community

All of these examples promote participation with little monetary commitments, but will pay off big in creating "buzz" about the tennis program!

To run concurrently with social events, will be group tennis lessons at Rivertown. My goal is to design and execute resident-oriented tennis instruction for all ages and skill levels. I believe the key is to offer an over-abundance of time slots for any age/skill level, in order to capture as many potential tennis players as possible. For example, here is a sample weekly schedule of Fall and Spring group tennis lessons:

A group lesson to be defined as three or more participants.

Monday morning- Adult Cardio Tennis

Tuesday morning-Ladies Drills

Tuesday afternoon-Children's QuickStart, Future Stars, Tournament

Tuesday evening-Working Women's Clinic or Adult Beginner Clinic

Wednesday morning-Adult Cardio Tennis

Thursday morning-Ladies Drills

Thursday afternoon-Children's QuickStart, Future Stars, Tournament or Adult Beginner Clinic

Friday morning-Adult Cardio Tennis

Saturday morning-Beginner Adult Clinics

Private and semi-private lessons will be provided on-demand and scheduled directly with Tennis Director, Brett Glidewell.

Summer programming will consist of innovative tennis camps for all ages and skill levels. In addition, cooperative camps with other departments will be offered as the details are “ironed out” with participating departments.

What will be provided by the Tennis Director, Brett Glidewell acting as an Independent Contractor

My intention is to personally “oversee” all aspects of the tennis program and appearance of the facility on a daily basis. I will provide the necessary tennis teaching equipment for all lessons, coordinate with other Rivertown Directors on cooperative community events, submit required information to the community newsletter, and assist with court maintenance as needed. In addition, as an USPTA Elite Tennis Professional, I possess a 6 million dollar on-court Liability Insurance Policy.

(I leave these two items up to the discretion of the Board/Management)

Regarding billing/accounting of revenues:

I, Brett Glidewell, have the ability to administer billing, accept payments, and remit profit share to Rivertown Management at the end of each billable month.

or

I, Brett Glidewell, can submit accounting of lesson revenue daily to Rivertown Management for purposes of Management directly billing to/collecting from the residents. In this scenario, Rivertown Management will remit Profit Share to Tennis Director, Brett Glidewell on the 1st and 15th of every billable month.

As the program grows and additional tennis professionals are needed, I can coordinate with the Board and/or Rivertown Management to secure the appropriate candidates.

What will be provided by Rivertown Management

All equipment, supplies, labor, and materials needed to maintain the tennis facility in adequate working order during the day and evening throughout the year will be provided by Rivertown Management.

Compensation Structure as a three court facility

Monthly Base Salary for Tennis Director, Brett Glidewell to be paid on the 1st of the month \$2,700 for all duties and responsibilities outlined in this proposal.

Rates for All Lessons and Camps determined by Tennis Director, Brett Glidewell.

—Free Drills, Match Play, Social Events, and organized play will be revenue neutral

—All Lesson and Camp Profit Share to be 90% Tennis Director, Brett Glidewell, 10% Rivertown Management

—All Lesson and Camp Profit Share for any additional Tennis Professional, TBD, to be 80% Tennis Professional, 10% Tennis Director, Brett Glidewell, 10% Rivertown Management

—All tennis goods and services excluding All Lessons and Camps Profit Share to be 100% Tennis Director, Brett Glidewell

I would like to finish this brief proposal by saying that although I have outlined only a few ideas that I believe would kickstart the tennis at Rivertown and put the program on a path to long-term success, I know that every community is unique and dynamic. As the tennis at Rivertown grows, I am willing to discover new ways of encouraging the residents to love tennis as much as I do. I am confident with my 20 years plus experience in developing tennis programming for various types of facilities, I can create something special that the residents at Rivertown would embrace with pride and admiration. Thank you in advance for your consideration!

NINTH ORDER OF BUSINESS

Minutes of Meeting
Rivers Edge
Community Development District

The regular meeting of the Board of Supervisors of the Rivers Edge Community Development District was held Wednesday, July 18, 2018 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Jason Sessions	Chairman
Tara Jinks	Vice Chair
Judy Long	Supervisor
Charles Oates	Supervisor
Justin Frisbee	Supervisor

Also present were:

Jim Perry	District Manager
Jennifer Kilinski	District Counsel
Neal Brockmeier	Prosser, Inc.
Dan Fagan	Vesta
Marci Pollicino	Vesta
Robert Beladi	Vesta
Jason Davidson	Vesta
Louis Cowling	Mattamy
Justin Rowan	MBS Capital Markets, LLC
Ernesto Torres	GMS

The following is a summary of the minutes and actions taken at the July 18, 2018 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Perry called the meeting to order at 11:00 a.m.

SECOND ORDER OF BUSINESS

Audience Comments

Mr. Barker stated a couple years back, I questioned the radio selection that tended to be depending on who was working, it seems to be going on over here at the clubhouse depending on the staff at that time. Is there going to be a policy in the club as well as what used to be at the pool area. The pool area hasn't had music in months.

Mr. Sessions asked did you report the music not being played at the pool to anyone at any point?

Mr. Davidson stated it is on a timer and should come on at 10:00 a.m. and should go off at 7:00 p.m. I can check the timer.

Ms. Jinks stated I suggest you choose a station that is going to suit the majority of the people and have it not be a polarizing selection of music.

A resident stated in the initial attempt to repair a sinkhole a cold patch was applied and had to be repaired again.

Mr. Beladi stated it is more than a pothole, David and I have worked to have contractors to cut back the asphalt quite a bit and repair underneath the asphalt and backfill it and repair the asphalt.

Ms. Mollohan reported on what she felt to be a dangerous situation on the roads and lack of doggie stations in all neighborhoods, lack of umbrellas and guest passes,

Ms. Jinks outlined the policy on guest passes is dependent upon how the property is deeded and outlined a plus one, rules will be drafted for the next meeting.

Ms. Hartjes stated I talked to Marcie about starting a motorcycle club and wanted to ask the attorney to make sure that there will not be any potential liability.

Ms. Kilinski stated the club package includes waivers that if they wanted to join the club they have to be official club members and would have to sign. There is always liability in everything we do from walking down the sidewalk to jumping in a pool. We try to cover ourselves from an insurance perspective for those possibilities. It is up to the board on the club process, we present those requests to the Board for consideration so that we can ensure the Board is aware of what clubs are available and we can ensure insurance and proper documentation is in place for each of those types of clubs.

Ms. Ferraro stated the I'm not sure the tennis courts are being utilized as much as they could be and they be relined for pickleball.

Mr. Sessions stated we can get a cost estimate to do it and put it out to the residents and see if that is something they want to raise the CDD fees to cover.

Ms. Pollicino stated pickleball was low on the survey responses but I have had requests for that.

THIRD ORDER OF BUSINESS**Financing Matters Related to 2008A Refunding****A. Presentation: MBS Capital Markets, LLC on Refunding**

Mr. Rowan stated at the last board meeting we presented the potential opportunity to refinance the outstanding Series 2008A Bonds and illustrated an annual savings. Our next step is to prepare a credit package that we would use to approach rating agencies and bond insurers and banks. We were able to obtain an investment grade rating assessment from Standard & Poor's as well as a commitment from Assured Guaranty for bond insurance for the refinanced bonds. What we presented in concept last month we are now ready to move forward. The next step would be for the board to authorize us to move forward and that also involves going through the assessment process again because even though we would be potentially reducing annual assessments by approximately 20% because there is cost of issuance involved and cost for bond insurance the principal will increase by about 2% but the annual savings is about 20%.

B. Insurance Commitment Letter

Ms. Kilinski stated the next item on the agenda is the insurance commitment letter that was provided to us for the board to consider then we will get into the assessment methodology report and the two resolutions that would kick off that assessment process. We can talk about why we are doing that and what it will look like from a homeowner's perspective, specifically what homeowners can expect to receive in the mail and see in the newspaper regarding assessments and the upcoming assessment hearing.

On MOTION by Ms. Long seconded by Mr. Sessions with all in favor the commitment letter from Assured Guaranty Municipal for capital improvement refunding bonds, Series 2018A-1 was approved.

C. Consideration of Assessment Methodology Report for Refunding Series 2008A Bonds

Mr. Perry stated item C is consideration of the assessment methodology report for the refunding of the 2008A Bonds. Based upon the potential financing that Justin believes we can get in the marketplace we have taken those numbers and analyzed it to come up with this report, which will basically take 476 platted lots that are out here in Rivers Edge that were subject to the 2008A Bonds, we will refinance them. There is not a change in the term you still have 20 years

remaining on the term but there is a slight increase in the actual debt associated with each lot because of the refinancing but you will also have a reduction in assessments on an annual basis. It depends on the lot size, there are various lot sizes but for example a 60-foot lot the debt increase would be about \$650 but the assessment will decrease on an annual basis about \$207.

The tables go through the allocation of the debt and of the assessments. This report is in draft form and there are changes to it. There was a replatting this year; originally there was 468 lots subject to those bonds and now there are 476 lots and we have to make some slight changes to the numbers but materially these numbers are correct.

Originally, we thought this could be placed with a bank and our timeframe for closing would be shorter, so we built our budget around that as far as the public hearing. This now has to go out as a public offering and the time period is a little longer and as part of this when we get to the resolution and the budget we are going to ask that you change the budget and public hearing on this to September. Unfortunately, our September meeting is after the 15th it has to be at least a couple days before the 15th in order to close the bonds and do the assessment roll so the property owners next year would get the full effect of this reduction in assessments.

Ms. Kilinski stated Table 4 is the one that tells the story about the reduction in assessments. This is the higher end, conservative view of the reduction and the annual assessment amount so for purposes of the residents in the audience, the net effect of that would be a reduction in your debt assessment associated with your lot ranging from \$127 a year up to \$303 a year depending on the size of the lot – this would be the result of refunding the bonds.

D. Consideration of Resolution 2018-11 Declaring Special Assessments

Ms. Kilinski stated as was described the reason we are going to have to go back through the assessment process is although the net effect of the assessments that you will pay on a yearly basis is going down, the amount of outstanding par debt on each lot is going up. The District previously noticed a maximum amount of debt that would be associated with each of the lots proposed to be refunded. Accordingly, the residents will get a letter in the mail that will describe what we are doing, it will describe what the assessment amount is expected to be upon closing of the bonds, which will be a reduction, and the amount of outstanding debt, which means the actual amount allocated to your lot if you were to pay off your debt, which as I mentioned is going up a because of the refunding costs. You will get a mailed notice, that notice will also

include the proposed O&M assessments for next fiscal year. The District will mail one notice and we will combine both of those and there will be a publication in the newspaper that will describe the same information as well. This resolution kicks that process off. It provides the background of the 2008A Bonds, which is the series of bonds proposed to be refunded, it includes the master improvement plan that is an exhibit to this document that demonstrates what we actually financed when the district issued the 2008A Bonds, it talks about the resolutions that were previously approved to levy the master assessment lien. It will incorporate by reference the methodology that Jim reviewed in substantial form recognizing there might be a few changes to it, but we will be setting the maximum amount of assessments allocated to that property today. In section 4 the amount to defray is approximately \$6,460,000, which will be the maximum amount of bonds to be issued, which includes the amount to redeem the outstanding 2008A bonds plus financing related charges related to the refunding. This won't extend the life of the bonds, the bonds will still be payable over a 30 year period it will not start a new 30 year timeclock.

On MOTION by Mr. Sessions seconded by Ms. Jinks with all in favor Resolution 2018-11 was approved.

E. Consideration of Resolution 2018-12 Setting a Public Hearing Date

Ms. Kilinski stated the next resolution dovetails with item five, moving the budget adoption hearing to September 12, 2018. This is the resolution that gets published regarding the hearing on the assessments that we just discussed and because of the time period that is going to take to market the bonds we would like to hold that hearing on August 22, 2018 at this location.

Mr. Rowan stated I suggest we complete the public hearing if possible before we mail the public offering document and from a procedural standpoint there will be prepared a delegated award resolution that the board needs to approve before we mail an offering document that will approve the offering memorandum as well as the trust indenture and other documents. My suggestion would be to notice a public hearing date for the end of August and you could also do the delegated award resolution. That would give us about a week to mail the offering document and price the bonds. By the end of the first week of September we would have final numbers to put in your budget even though we may not have closed on the bonds and we could have the closing on September 12th.

On MOTION by Ms. Long seconded by Mr. Oates with all in favor Resolution 2018-12 setting the public hearing to August 22, 2018 at 11:00 a.m. in the same location was approved.

FOURTH ORDER OF BUSINESS**Consideration of Landscape Proposals and Award by Resolution 2018-13**

Mr. Beladi gave an overview of the proposals received.

Ms. Kilinski stated we put an RFP out to bid, you got four responses back. Staff has reviewed all of the bids for legal sufficiency and responsiveness to the RFP and have deemed them all responsive so you don't have to throw any out. You can consider all of them and the way we typically do this is one of two ways. One is that the board can discuss the ranking based on the evaluation criteria, you could each go through the evaluation criteria, score them appropriately based on your review of the bids and adopt one or multiple evaluations and then come up with a total. The other way we see this done especially when you have the type of professional staff you have on site here is if they have reviewed them and have a recommendation you can listen to the recommendations, ask questions then you can adopt staff's recommendation or point system based on those questions. We will have to have one form adopted by the board so we can use those when we send out notice of award letters. Robert has gone through and has some recommendations based on his analysis of the RFP.

Mr. Perry stated these are all qualified bidders and then gave an overview of the scoring sheet and the points assigned by staff for each bidder. The total points for Brightview is 95.66, Precision Turf is 85, Verde Go is 97.06 and Yellowstone is 91.67 so the ranking would be Verde Go no. 1, Brightview no. 2, Yellowstone no. 3 and Precision Turf no. 4.

The board discussed the frequency of mulching and possibly pulling mulch from the contract and contracting separately for that item, transition in contractors, irrigation and bringing the contract in line with the budget.

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor Resolution 2018-13 adopting the evaluation ranking was approved as presented and staff was authorized to negotiate a reduced scope of services with the no. 1 ranked firm.

FIFTH ORDER OF BUSINESS**Discussion of FY 2019 Budget and
Consideration of Moving Budget Adoption
Hearing to September 12, 2018**

Mr. Perry stated you do have a placeholder in the agenda, we haven't made any changes to it, obviously, there is going to be a lot of changes with landscaping and the refinancing for the 2018 bonds.

On MOTION by Mr. Sessions seconded by Ms. Jinks with all in favor the budget hearing was moved to September 12, 2018 at 6:00 p.m. in the same location.

SIXTH ORDER OF BUSINESS**Consideration of Assignment of Amenity
Management Agreement and Termination of
Mattamy Lease Agreement**

Ms. Kilinski stated a couple of months ago the board approved a lease agreement with Mattamy and an amenity management contract with Vesta for management of the River Club that we discussed at the time as being a short term agreement. Rivers Edge II CDD is now established and that district is having their organizational meeting later today; accordingly, it is appropriate to assign the amenity management contract to Rivers Edge II and terminate the lease agreement with Mattamy as this district, effective tomorrow, would no longer be in charge of operating that facility.

On MOTION by Mr. Sessions seconded by Ms. Jinks with all in favor the lease agreement with Mattamy was terminated and the assignment of the amenity management agreement to Rivers Edge II CDD was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Interest Waiver – Interlocal
Agreement**

Ms. Kilinski stated I wanted to bring this before the board, it occurred to me as I started to draft the interlocal agreement between Rivers Edge and Rivers Edge II that it puts our firm in the position of representing both districts on an agreement that both parties are entering into. Having reviewed the rules of Florida Bar as it relates to drafting that agreement and because of

the type of agreement that this is I put into this conflict of interest waiver letter why I think it is not a conflict at this point but has the potential to be a conflict if there was a disagreement over the terms in the future. If there was ever a disagreement between Rivers Edge and Rivers Edge II regarding this interlocal agreement, I would recommend that you get special counsel and they would handle that matter for you and I would recommend the same for Rivers Edge II. Because the agreement is really statistical in nature, the engineer has provided the analysis on the cost share arrangement based on number of units in each district and we know exactly what those amounts are from your district manager, I don't make that determination and I don't think there is a conflict drafting those substantive provisions. Having said that if you would like to get your own counsel in the drafting of this agreement or to review what has been drafted, I can provide recommendations for capable folks. My view is that it is a routine memorialization of engineering and methodology numbers and I don't anticipate there will be any conflict between both parties' interests in that agreement because it is offsite improvements required by the DRI.

On MOTION by Ms. Long seconded by Mr. Oates with all in favor the conflict of interest waiver regarding the interlocal agreement with Hopping Green & Sams was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Interlocal Agreement with Rivers Edge II Community Development District

Ms. Kilinski stated this agreement was worked on between GMS, Prosser and my office and right now this district has a cost share agreement with Mattamy for certain offsite improvements, it is landscape and stormwater ponds primarily and you have an exhibit list that demonstrates the boundaries and the improvements that the districts are sharing. The highlights are that there are certain offsite improvements required by the DRI: C.R. 244, C.R. 223 as well as the S.R. 13 roundabouts that have landscaping improvements on those roadways. There are also certain stormwater management ponds that are used as water retention areas for those roadways that are not related to any one district boundary and were constructed and now operated to facilitate water runoff from those roads. The engineers have gone through and made a determination of what those shared offsite improvements include and then went through with Jim's office and determined what the cost allocation between the districts based on the number

of units in each district would be and the agreement in your agenda package has been updated with the correct percentages. You saw the highlights because we were waiting to make sure that those numbers have been run through their proforma model, the 32% would be Rivers Edge, Rivers Edge II's percentage is 25%, the other percentage would be borne by Mattamy for the property that is not within Rivers Edge I or Rivers Edge II. This won't change the cost share percentage you have been paying to date, you have been paying 32% and Mattamy has been footing 68% but because we now have another unit of government it is appropriate for an interlocal to wrap up the agreements between two districts that we will record as it relates to obligations. We have dealt with the recreational usage, what we say here is that each district is agreeing that the residents and patrons, which would be defined in your policies, are able to use each of the facilities. As you know the River Club isn't within this district's boundary and this facility we are in today is not within Rivers Edge II so you have the shared usage; however, there is no shared operation expenses. Thus, whatever the amount is to keep this facility up is to be borne by this district, the amount to keep that facility up would be borne by the residents of that district. The only agreement it has related to the recreational usage would be that, you may recall that you have adopted an annual user rate that is \$4,000 so if I am living in Julington Creek and wanted to come here and join the CDD and pay \$4,000 a year and you are required to adopt a rate for an individual use because of your bond covenants so this agreement would require both districts to have the same amount so if I joined Rivers Edge, I would have use of River Club for \$4,000. You want those numbers to be the same. From a rate perspective that rate can change if we determine because now there are multiple facilities and you combined the Rivers Edge I and Rivers Edge II rate and it got to \$5,000 or \$6,000 it is not inappropriate to review that rate based on the improved facilities.

Mr. Sessions stated I agree.

Ms. Kilinski stated we can bring that back to you at the next meeting. You have to adopt it by rule, you can adopt some interim rate.

Mr. Perry stated the rate is not prorated either so you are not going to have anybody join right now for a month and a half, but we can bring it up and it has to go through rulemaking.

Ms. Kilinski stated right and there may be other rates that you want to adopt for Rivers Edge at the same time and we can make a notice that is combined. The other thing I want to note is if there is a disagreement regarding maintenance costs or how items should be maintained it

requires the districts to have a joint meeting to discuss those between both boards. We have a number of districts that share facilities and we found that is usually the most advantageous way to get both boards together to discuss the differences rather than go back and forth between staff. If that joint meeting doesn't work then there would be mediation, both districts would hire a mediator. I just want to bring this to your attention so if there are any questions about what happens.

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor the interlocal agreement with Rivers Edge II Community Development District was approved subject to Rivers Edge II's board approving it and the change noted about the percentage thresholds.

NINTH ORDER OF BUSINESS

Ratification of Surface Water Management Systems Easement Agreement

Ms. Kilinski stated this is just a cleanup item. You may recall at the last board meeting when we approved the acquisition of certain property I had noted that Ryan and I had discovered the day before the meeting that we didn't actually have access to some of the ponds and I sought your authority to draft and have executed a drainage easement so the district could get to the ponds it needed to maintain and that is this agreement. We have had it recorded we are just looking for a motion to ratify.

On MOTION by Ms. Jinks seconded by Mr. Oates with all in favor the surface water management systems easement agreement was ratified.

TENTH ORDER OF BUSINESS

Consideration of Interlocal Agreement with St. Johns County School Board for Bartram Trail High School's Use of the Competition Pool

Ms. Kilinski stated this is the same agreement you had last year.

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor the interlocal agreement with the St. Johns County School Board for Bartram Trail High School's use of the competition pool was approved.

ELEVENTH ORDER OF BUSINESS**Acceptance of the Fiscal Year 2017 Audit**

Mr. Perry stated next is acceptance of the fiscal year 2107 audit. On page 2 is the opinion and it is what is referred to as a clean opinion. Also in the report is a report on internal control and there are no issues there and on page 32 is specific compliance with rules of the auditor general of the State of Florida and again nothing that we need to bring to the board's attention. We filed this with the state and we ask that you accept the audit for fiscal year 2017.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor the fiscal year 2017 audit was accepted.

TWELFTH ORDER OF BUSINESS**Approval of the Minutes of the June 12, 2018 Meeting**

On MOTION by Mr. Sessions seconded by Ms. Long with all in favor the minutes of the June 12, 2018 meeting were approved as presented.

THIRTEENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

There being none, the next item followed.

B. Engineer**1. Memo on Evaluation of 4-Way Stop**

Mr. Brockmeier stated the evaluation of the 4-way stop is in your agenda package. We had that reevaluated by a traffic engineer within our office and his recommendation was to clean up some of the landscaping blocking visibility at the intersection and see if that clears up visibility issues. If the board feels like that is not enough he recommended a speed feedback sign and have St. Johns County be brought in to enforce the speed limits.

2. Consideration of Sign Estimates

A copy of the sign proposal from Fast Signs was included in the agenda package.

3. Public Facilities Report

Mr. Brockmeier asked are there were any questions or comments on the public facilities report?

Ms. Kilinski stated this is required by Chapter 189 and it gets recorded and it is information regarding the district's facilities, its assessments and that sort of thing. We do these every five years.

C. Manager

There being none, the next item followed.

D. Amenity Manager - Report

A copy of the amenities manager report was included in the agenda package.

E. Field Services - Report

A copy of the field operations manager's report was included in the agenda package.

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor staff was authorized to have 57 lounge chairs restrung in the amount of \$7,695.

FOURTEENTH ORDER OF BUSINESS Supervisors' Requests and Audience Comments

Ms. Long stated I love the basketball courts, thanks to Mattamy. We are getting a new tennis coach because the one we have is leaving. Her specialty is children and over 50, she had a great program for over 50 and great program for children. Did you look at that for the new people? You had to close the pool. How do you measure the bacteria in the pool? Is that done on a daily basis?

Mr. Davidson stated we follow the Department of Health's guideline, which is 9:00 a.m., 1:00 p.m. and 4:00 p.m.

Ms. Long stated I think it would be nice to put that in the newsletter that we are on top of everything and we are maintaining the pool.

Mr. Oates stated I would also like to commend the developer on having the highest quality of the tennis court. It is easy to cut corners, but you didn't do that and I think it reflects well on the overall high quality of all the facilities.

Ms. Hansknecht stated some of the older parts of the community have sidewalks that are uneven by an inch or two. If there is a sidewalk problem who is responsible for that, is it the homeowner?

Mr. Sessions stated I don't know if the sidewalk is the CDD's responsibility or the homeowners' responsibility and we need to look at that. Jennifer and I will both look at that and we will figure that out and we will add to the newsletter a section about sidewalks.

A resident asked when are the minutes available to the residents?

Mr. Perry stated the minutes don't typically go on the website until after the board has approved them because they are not official minutes.

FIFTEENTH ORDER OF BUSINESS Financial Reports

A. Tri-Party Funding Request No. 62

On MOTION by Ms. Long seconded by Mr. Oates with all in favor tri-party funding request no. 62 was approved.

B. Balance Sheet & Income Statement

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

C. Assessment Receipt Schedule

A copy of the assessment receipt schedule was included in the agenda package.

D. Approval of Check Register

On MOTION by Mr. Sessions seconded by Mr. Oates with all in favor the check register was approved.

SIXTEENTH ORDER OF BUSINESS

**Next Scheduled Meeting – Wednesday,
August 22, 2018 @ 11:00 a.m. at the
Rivertown Amenity Center**

Mr. Perry stated the next meeting will be August 22, 2018 at 11:00 a.m.

On MOTION by Mr. Oates seconded by Ms. Jinks with all in favor the meeting adjourned at 1:00 p.m.
--

Secretary/Assistant Secretary

Chairman/Vice Chairman

ELEVENTH ORDER OF BUSINESS

C.

BOARD OF SUPERVISORS MEETING DATES
RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT
FOR FISCAL YEAR 2018-2019

The Board of Supervisors of the Rivers Edge Community Development District will hold their regular meetings for Fiscal Year 2018-2019 at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259 at 11:00 a.m. on the third Wednesday of each month unless otherwise indicated as follows:

October 17, 2018
November 14, 2018 (*Second Wednesday)
December 19, 2018
January 16, 2019
February 20, 2019
March 20, 2019
April 17, 2019
May 15, 2019
June 19, 2019
July 17, 2019
August 21, 2019 at 6:00 p.m.
September 18, 2019

D.



Amenities Manager Report

Date of report: 8/22/18

Submitted by: Jason Davidson

RiverClub update / No Board action required:

RiverClub Access control goes live on Sept. 1st

Usage: 3,238

RiverHouse / No Board action required:

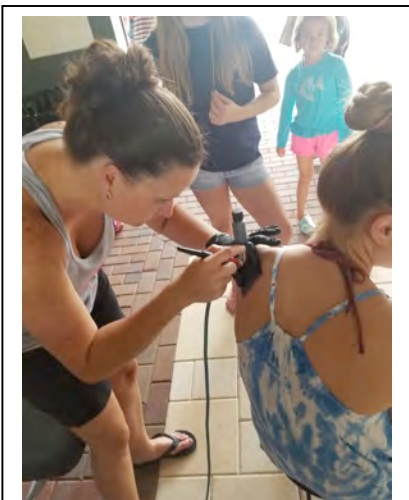
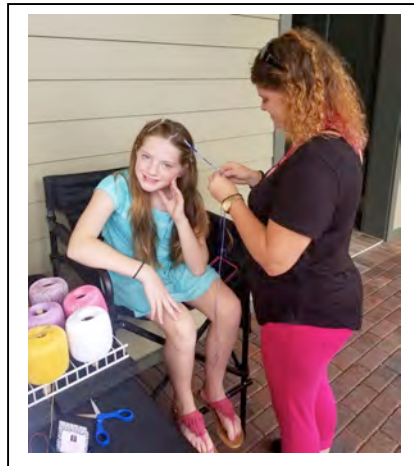
All loungers have been re-slung and returned to the pool deck.

Usage: Pool – 2,344 : Tennis – 57 : Gym – 422 : RiverHouse – 93 : Total – 2,916

EVENTS UPDATE:

Staycation Sunday

Why leave RiverTown for vacation? When you live here you are on vacation! 100-120 attended. Created an island/resort vibe with a steel drum band, airbrush tattoos and hair braiding. Residents loved this event stating they felt like they were at a resort!



Wild Wonders Animal Show

75-100 attended this show. Vendor brought in 17 different types of animals to show to the residents. The show also included audience participation. Residents were still talking about this event the next day!



Painting with a Twist

This Painting with a Twist session was held for kids. 18 kids attended. Residents paid for this event. Kids painted a beach scene and enjoyed playing games while they waited for the paint to dry.



Bricks 4 Kidz

25 kids attended this event (which hit the maximum). Residents had to pay for this event. Kids made Lego robots and then had free play.

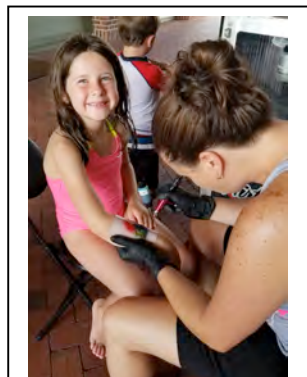
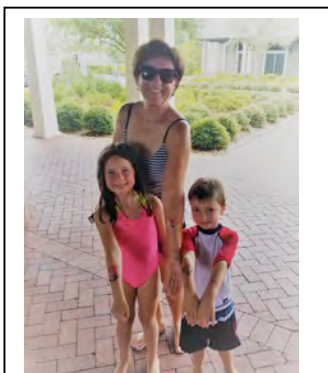
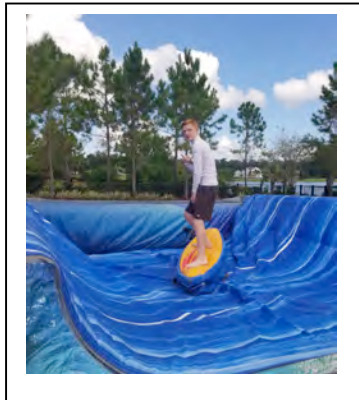


Dive in Movie Night

Unfortunately, due to a strong storm this event was cancelled (after we were set up and ready to go).

Summer Spectacular Send-Off

RiverTown ended summer with a bang! 125-130 residents attended. A surf simulator was brought in and was received with enthusiasm! Also, on site was a giant inflatable waterslide as well as airbrush tattoos. Plus, residents enjoyed live music!

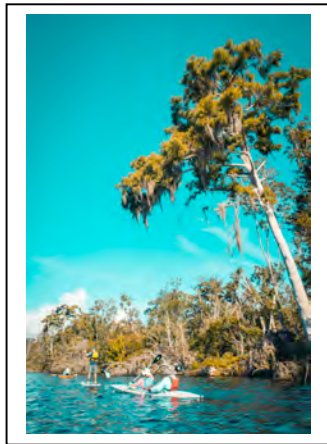


Mosaic Basics Class

This event was cancelled due to lack of signups. A minimum of 10 was needed and only 5 signed up. We will reschedule later in the year.

Kayak Tour

7 residents attended. The maximum was 10. Residents launched from the RiverFront Park dock. Black Creek Outfitters took residents on a tour of the St Johns River. We are looking into holding another tour this fall.



New Monthly Events

Game Day: Residents meet monthly to play different board games. Attendance has been scarce, but we will continue for a couple more months to see if we can get a following.

Ladies Pot Luck Lunch: This has been well received. Ladies in the neighborhood bring a dish to share. This event is held at the RiverClub Café. Over the summer we averaged 5-6 attendees per month, however there have been requests not to cancel this event because many were not able to join over the summer.

Men's Social: New event coming in August.

August Events: Food Truck Friday, Kayak Tour, Summer Spectacular Send-Off, Game Day, Ladies Pot Luck, Men's Social, Adult Night, Dive-In Movie, Ballroom Dance Class and High Fitness Class

July Events: Game Day, Ladies Pot Luck, RiverTown Moms Meetup, Staycation Sunday, Resident Continental Breakfast, Flower Arranging Class, Adult Swim Night, plus kid's week featuring Wild Wonders, Painting with a Twist, Bricks for Kidz and a dive-in movie!

ACTION ITEMS: Board Action Required

Included in the agenda package you will find proposals from Miller Tennis and Brett Glidewell to take over our tennis program here at RiverTown. Please see comparison below.

Vendor	Qualifications	Benefits	Cost
Miller Tennis	USTA Certified	Cost savings on overall court maintenance and labor through consulting. Attraction of new homebuyers through league play, programing, and events. Strategic selection of new court construction adding value and efficiency to Rivertown residents also resulting in cost savings. Fun programming for current residents of all ages. Will provide quotes for any clay court removal, minor clay court resurfacing projects, algae removal, or basic line repair as needed. Will consult on any major court resurfacing projects assisting in finding the best value.	revenue share of 10% of all tennis instruction, clinics, camps, socials, round robins/play days, adult and junior league team fees, tournaments and all oth tennis related revenue to RECDD. 90% of the revenue listed will be retained 904 Tennis.
Brett Glidewell	USTA Certified	Will personally "oversee" all aspects of the tennis program and appearance of the facility on a daily basis. Brett will provide the necessary tennis teaching equipment for all lessons, coordinate with other Rivertown Management on cooperative community events, submit required information to the community newsletter, and assist with court maintenance as needed.	Monthly Base Salary for Tennis Director, Brett Glidewell to be paid on the 1st the month \$2,700 for all duties and responsibilities outlined in this proposal. Lesson and Camp Profit Share to be 90% Tennis Director, Brett Glidewell, 10% RECDD. All Lesson and Camp Profit Share for any additional Tennis Profession TBD, to be 80% Tennis Professional, 10% Tennis Director, Brett Glidewell, 10 Rivertown Management. All tennis goods and services excluding. All Lessons : Camps Profit Share to be 100% Tennis Director

Should you have any comments or questions feel free to contact me directly jdavidson@vestapropertyservices.com



E.

RIVERTOWN



Field Operation Manager's Report

Date of report: 8/14/2018

Submitted by: Robert Beladi

RIVERHOUSE AMENITY UPDATE:

- All buildings were chemical/power washed
- New hinges replaced on entry gate
- Replaced broken ceiling fan under pavilion on pool deck
- Cushions were cleaned on outside furniture
- 24 lounge chairs were repaired 30 more are to finished 8/30

RIVERCIUB AMENITY UPDATE:

- Club and Café has been chemical/power washed
- Drainage will to be added around playground
- 2 Dead magnolia trees were removed
- Kayak building and launch were chemical washed

RIVERPARK AMENITY UPDATE:

- Mowing on hold due to rain
- Pressure washing of sidewalks and signage scheduled for 8/20/2018

COMMON GROUNDS:

- The Landings have new mulch in entry ways
- Roundabout and curbing were power washed on RiverTown Blvd
- Sidewalks and curbing were power washed along Riverwalk Blvd
- Curbing, CDD sidewalks, and Mailbox Kiosk were power washed
- All parks, CDD sidewalks, and curbing will be power washed throughout the next 2 months

LANDSCAPE REPORT:

- Mowing has been a challenge to catch up on from rain.
- Lakes 2 edging on cart path and tree rings complete
- Removal of weeds in annual beds and shrubs started but not complete

- Mowing of 244 and RiverPark too wet to mow will be attempted 8/15/2018

POND SERVICE REPORT:

CR 244

- Pond 1 treated for torpedo grass
- Pond 2 treated for torpedo grass
- Pond 3 Perimeter vegetation decaying from previous treatment
- Pond 4 Treated vegetation around pond
- Pond 5 Treated torpedo grass and alligator weed.
- Pond 7 Treated algae around entire pond
- Pond 8 Treated torpedo grass

RiverTown

- Pond A treated for alligator weed
- Pond E treated torpedo grass, no algae noticed
- Pond C treated alligator weed and torpedo grass, no algae noticed
- Pond B perimeter vegetation decaying, pond is in good condition
- Pond G Perimeter grasses are decaying, this will cause algae to form around edge of pond
- Pond K Treated algae around both ends of pond
- Pond H Treated algae around edge of pond, removed small amount of trash
- Pond D Treated lily pads and cleaned outflow structure
- Pond I Treated algae and perimeter vegetation. Removed small amount of trash.
- Pond J Treated algae and perimeter weeds around pond, removed trash from water.
- Pond L Sprayed perimeter vegetation and removed trash.
- Pond M Treated algae, water level to high to treat perimeter.
- Pond Q Treated pond with gator, easement to wet for truck/boat.
- Pond R Removed trash from water, treated perimeter for torpedo grass.
- Pond S Treated algae Charra and cattails around pond.
- Pond T Treated torpedo grass and algae.
- Pond U Treated algae charra and picked up trash from water.
- Pond V Treated algae and removed trash from water.

UPCOMING PROJECTS:

Replace up lighting on RiverWalk Blvd with 75 watt LED up lights (Flood).

Cost is \$153.50 per light Qty. 75 total cost \$11,512.5

We will do the conversion in house saving the CDD 28,487.5

I would like to wait until 10/1/2018 for the new budget to be in effect so we do not go over budget.

Continued efforts in establishing a high quality maintenance program, that will help minimize unnecessary project expenses and allow us to focus more heavily on the detail and overall aesthetic appeal, thus fulfilling the overall expectations of the existing, new, and future residents of RiverTown

Should you have any comments or questions feel free to contact me directly

rbeladi@vestapropertyservices.com



THIRTEENTH ORDER OF BUSINESS

A.

Rivers Edge

Community Development District

Tri-Party Funding Request #63

August 7, 2018

	PAYEE	DEVELOPER	HOA	TOTAL
1	Airtat Bodyart 8/5 Event Inv #08012018 08/01/2018	\$ 375.00	\$	375.00
2	American Architectural Graphics W3-1"Stop Ahead" Inv #18-12-05A 6/28/18 Various Signs Inv #18-12-05 6/28/18	\$ 968.00 \$ 60,600.00	\$ \$	968.00 60,600.00
3	Bert J Bowden 8/3 Event Inv #07252018 7/25/18	\$ 400.00	\$	400.00
4	Deron Baker 8/5 Event Inv #241 5/29/18	\$ 900.00	\$	900.00
5	Progressive Entertainment 8/5 Event Inv #7007 6/8/18 8/5 Event Inv #7097 7/19/18	\$ 425.00 \$ 1,295.00	\$ \$	425.00 1,295.00
6	Southern Recreation Benches/Trash Receptacle Inv #07022018 7/24/18	\$ 5,642.15	\$	5,642.15
7	Vesta Property Services, Inc. July 4th Flowers Inv #346010 7/31/18 Food Truck Friday Inv #344662 6/30/18	\$ 161.50 \$ 246.50	\$ \$	161.50 246.50
Invoices Paid		\$ 71,013.15	\$	71,013.15
Total Funding Request		\$ 71,013.15	\$	71,013.15

Wiring Instructions:

RBK: Wells Fargo, N.A.

ABA: 121000248

ACCT: 2000025906860

ACCT NAME: RIVERS EDGE COMMUNITY

Rivers Edge CDD

c/o GMS LLC

475 West Town Place

Suite 114

St. Augustine FL 32092

Signature: _____

Signature: _____

5-16-2018
AUG 01 2018

AirTatBodyArt

Client Event Information Page

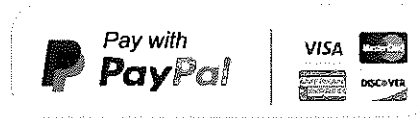
Thank you for choosing AirTatBodyArt services for your event. We take great pride in offering the best services and using the highest quality paints on the market! For the last 12 years we have had the opportunity to bring fun, family entertainment to thousands of smiling faces in North Florida and surrounding areas.

We look forward to making a lasting impression at your event with airbrushed temporary tattoos and face painting.

Thanks,
AirTatBodyArt

Prepared for:	Marcie Palochino Rivertown
Event Time & Place:	August 5, 2018 - Sunday 11:00 AM to 2:00 PM Customer's Location
Agreement of Services:	View Agreement <i>Accepted May 29, 2018</i>
Payment Information:	
Payment history:	Mar 7, 2018 \$375.00 Check 1-32-572-494
Event balance:	\$375.00 due August 5, 2018 178
Payment options:	Cash, Check, Mastercard, Visa, American Express,

Discover, PayPal, Barter, Direct Deposit & Square
Make check payable to: Airtatbodyart



PayPal Amount
\$ 375.00

Contact Us: Event Feedback | Book Another Event

Contact Information:

Mailing address: AirTatBodyArt
4203 Windergate Drive
Jacksonville, FL 32257
United States

Phone: (904) 434-6866

Webpage: <http://www.airtatbodyart.com>

Email: Info@airtatbodyart.com

Client Information Page | [Contact AirTatBodyArt](#) | [AirTatBodyArt Home](#)

INVOICE

American Architectural Graphics, Inc.

2312 Hibiscus Drive
Edgewater, FL 32141
(386) 427-6810
(386) 427-6470

SHIP TO: Rivertown

BILL TO: Rivers Edge Community Development District
475 West Town Place, Suite 114
St Augustine, FL 32092

Contact:	Jason Davidson	Date of order:	4/10/2018
Payment terms:	Due upon receipt	Date order shipped:	6/24/2018
Method of shipment:	Installed	Purchase order number:	
Invoice number:	18-12-05	Invoice date:	6/28/2018
Customer number:	18-12		

ITEM NO.	QTY.	DESCRIPTION	PRICE EACH	AMOUNT
	9	W16-9P "AHEAD" add on face	400.00	3,600.00
	2	R4-11 "CARTS MUST USE PATH" add on face	450.00	900.00
	2	W11-02/W16-9P "PEDESTRIAN CROSSING/ AHEAD"	990.00	1,980.00
	10	W11-02/W16-7P "PEDESTRIAN CROSSING/ ARROW"	990.00	9,900.00
	11	W11-11/W16-1P "GOLF CART/SHARE THE ROAD"	990.00	10,890.00
	4	W4-11 "NO GOLF CARTS"	968.00	3,872.00
	3	R5-1 "DO NOT ENTER"	968.00	2,904.00
	9	R1-1/R6-2 "STOP/ONE WAY"	990.00	8,910.00
	2	R6-1 "ONE WAY"	968.00	1,936.00
	5	R4-11/R-17P "CARTS MUST USE PATH/AHEAD"	990.00	4,950.00
	5	R-1-1/R4-11 "STOP/CARTS MUST USE PATH"	990.00	4,950.00
	3	W3-1 "STOP AHEAD"	968.00	2,904.00
	2	R4-11 "NO CARTS ON SIDEWALK"	968.00	1,936.00
	1	R1-1 "STOP"	968.00	968.00

Sub total:	60,800.00
Tax rate: <u>exempt</u>	Tax:
Shipping & handling:	
Previous amount owing:	
Credit:	
You pay this amount:	60,800.00

American Architectural Graphics, Inc.

1.32.572.465
50.

[illegible]

Bert Bowden
36 Waterfront Dr.
St. Johns, FL 32259
(904)610-2702
Bjbowden22@gmail.com



PAID TO GUY W. LIA

100 8 4 2018

Invoice

July 25, 2018

Bill To	Contact	Venue
Rivers Edge CDD	Marcy Pollicino	RiverTown Community

1.32.572.494

Description	Date	Hours	Total
Musical Entertainment for RiverTown Event	August 3, 2018	5:30-8:00 pm	\$400.00

This is for a Duo

Total Due by 8/3/2018	\$400.00
-----------------------	----------

Thank you for your business!

Deron Baker Music LLC

113 Corrientes Ct. Saint Augustine FL 32084

Invoice

Invoice No: 241
Date: 05/29/2018
Terms: NET 14
Due Date: 06/12/2018

Bill To: Rivers Edge CDD
mpollicino@vestapropertyservices.com

Description	Amount
-------------	--------

Performance for : August 5th 2018 11-2 pm The Mix (duo)	\$900.00
--	----------

1-320-572-494
90

Subtotal	\$900.00
Total	\$900.00
PAID	\$0.00

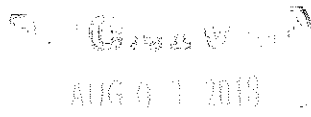
 Pay Now

Invoice2go   

Balance Due	\$900.00
-------------	----------

Comments

***If paying with PayPal or credit card please note that a 3.7% processing fee will be applied.
***PLEASE MAKE PAYMENT TO: Deron Baker Music LLC~ Thank you!



Invoice-Agreement

(904) 645-9068 Fax: (904)645-9082

E-mail: bookme@progressiveent.com

www.progressiveent.com

Invoice # 7007

Terms: At event

PO#

Customer name: Rivers Edge CDD (RiverTown)

Event type: Send-Off Party

Billing address: 140 Landing Street., St. Johns, Fl. 32259

Original contact person: Marcy Pollicino **Wk:** 904-940-0008 **Cell:** 904-710-9348

E-mail/ fax: mpollicino@vestapropertyservices.com

At event contacts with cell: Same

Event date: Sunday August 5, 2018 **Hours of event:** 11:00 am - 2:00 pm

Hours of service: Same

Approximate set up time: Between: 9:00 - 10:00 am

Location name and address: Same

Where to set up at location: River House Lawn

Power within 75': Yes

Set up-grass or pavement: GR

Water within 75': Yes

Covered area for entertainer: n/a

Notes:

SERVICES NEEDED:

* 22' Inflatable Water Slide

Reg. Rate	\$449.00
-----------	----------

Your Cost \$395.00

* Extended Delivery

Reg. Rate	\$50.00
-----------	---------

Your Cost \$30.00

Total Req. Price **\$499.00**

Your Total **\$425.00**

Total Savings \$74.00

1.320.572.494
127

Sub Total: \$425.00

Sales Tax: \$0.00

Invoice Total: \$425.00

50 % Deposit required	\$	-
-----------------------	----	---

Balance due at set up	\$425.00
-----------------------	----------

Payments received	\$0.00
-------------------	--------

Current Balance	\$425.00
-----------------	----------

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY

Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required x _____ Date: _____



Total Entertainment Services

Invoice-Agreement

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, FL 32225

(904) 645-9068 Fax: (904) 645-9082

E-mail: bookme@progressiveent.com

www.progressiveent.com

PROGRESSIVE ENTERTAINMENT

AUG 01 2018

Invoice date: 7/19/2018

Invoice # 7097

Terms: At event

PO#

Customer name: Rivers Edge CDD (RiverTown)

Event type:

Billing address: 140 Landing Street., St. Johns, FL 32259

Original contact person: Marcy Pollicino **Wk:** 904-940-0008 **Cell:** 904-710-9348

E-mail/ fax: mpollicino@vestapropertyservices.com

At event contacts with cell: Same

Event date: Sunday August 5, 2018

Hours of event: 11:00 am - 2:00 pm

Hours of service: Same

Approximate set up time: 10:00 AM

Location name and address: River House Amenity Center-140 Landing Street, St. Johns, FL 32259

Where to set up at location: Side of lap pool at River House or on lawn near lap pool

Power within 75': Yes

Set up-grass or pavement: PV/GR

Water within 75': n/a

Covered area for entertainer: n/a

Notes: Must have ramp available can not go up steps to get to area placement

SERVICES NEEDED:

* Mechanical Surfer with inflatable fall area and operator 3.0 hrs.

Reg. Rate \$1,395.00

Your Cost \$1,295.00

* Extended Delivery from warehouse

Reg. Rate \$49.00

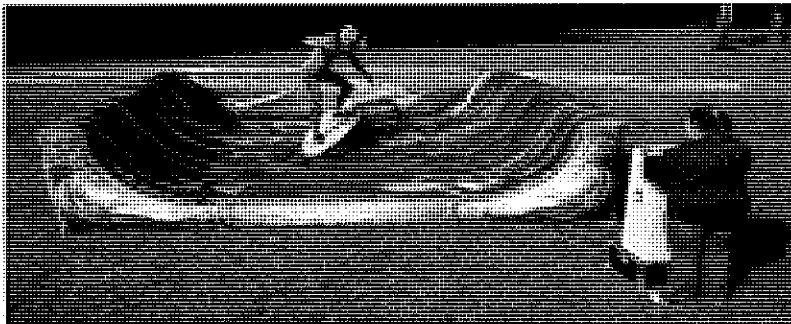
Your Cost \$0.00

Reg. Total \$1,444.00

Your Total \$1,295.00

Total Savings

\$149.00



1-320-572-494

127

Sub Total: \$1,295.00

Sales Tax: \$0.00

Invoice Total: \$1,295.00

50 % Deposit required \$ -

Balance due at set up \$1,295.00

Payments received \$0.00

Current Balance \$1,295.00

CANCELLATION, RE-SCHEDULING, INCLEMENT WEATHER POLICY

Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required x _____ Date: _____



Proposed Date	JULY 2, 2018
Expiration Date	AUGUST 2, 2018

Southern Recreation

Play for all ages

4060 Edison Avenue
Jacksonville, Florida 32254
Phone 904-387-4390 Fax 904-387-4391
terry@southernrecreation.com
www.southernrecreation.com

PROJECT NAME:
Rivers Edge CDD
Jacksonville, FL

PROPOSED TO David Provost
Mattamy Homes
7800 Belfort Parkway Suite 195
Jacksonville, FL 32256
904-235-5178
David.provost@mattamycorp.com

BILL TO Same

RECEIVED
JUL 24 2018

DN

SALESPERSON	SHIPPING METHOD	PAYMENT TERMS
Terry	Installed	Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
2ea.	AV1-1010-PF	6' Avondale park Benches w/ Ipe Planking	1,630.00	3,260.00
1ea.	CV2-2000-PF	City View Waste Receptacle w/ flat top and liner		985.00

Subtotal	4,245.00
Tax Rate	.07
Tax	297.15
Freight	700.00
Installation	400.00
Total Due	5,642.15

Terms and Conditions and Required Signature on next page.

Southern Recreation, Inc. Terms and Conditions

Payment A 50% deposit is required to begin project. The deposit is non-refundable. If equipment is refused when delivery is attempted you will be responsible for any resulting charges. A signed terms and condition and payment of the deposit indicates that you are in full agreement with all terms and conditions of this proposal including the following: Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented.

Balance of monies are due immediately upon completion and acceptance by the owner of the equipment and installation. Installation, site work, drainage, equipment removal, building permits, engineered drawings, etc. as listed below are not included unless specifically noted on the proposal.

Installation may include the following: Permitting if required for the State of Florida - State Certified Contractor CBC1252594
Site Preparation to include equipment removal, excavation, grading and drainage
Concrete work to include Curbing for containment and Sidewalks for accessibility
Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-In- Place Rubber
Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
*National Playground Safety Institute Certified Playground Safety Inspectors

Southern Recreation Responsibilities Southern Recreation (SR) is responsible for the acceptance of all freight deliveries that includes the installation of the equipment. All equipment will ship to our warehouse for acceptance and inventory. Equipment will be transported to the installation site on fully insured SR trucks and trailers. SR is responsible to secure the site and equipment while the installation is in progress. All equipment to be installed per CPSC and ASTM guidelines for proper spacing and elevations. SR is responsible for trash removal as a result of the installation

Owners Responsibilities Provide access to the installation site. Provide area for storage and staging if needed. Security at the installation site both during and after work hours. To provide sufficient input for equipment locations so as to properly install per the owners intent-

Note: All equipment installation must meet CPSC and ASTM guidelines for proper spacing. SR WILL NOT INSTALL any equipment outside of these spacing guidelines

Optional Responsibilities If a building permit is required, it is the responsibility of the owner to provide SR will all necessary documentation as needed-this would include an acceptable site plan, warranty deed (if needed), owners notarized signatures on permit and Notice of Commencement and all other documentation as required by the local building department of jurisdiction in order to execute the permit. Charges for permitting will include an administrative fee and actual permit cost. Any other SR responsibilities must be clearly outlined in the applicable proposal/contract

Access/Utilities Access will need to be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage.

Rock/Foreign Object Clause Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured -in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

Authorized signature Terry Rogers Terry Rogers, President

Accepted by _____ Date _____

Billing Name and Address: _____ Billing Email: _____

Please sign and fill in the information where the project invoice will be billed to.

Southern Recreation, Inc.



4060 Edison Avenue, Jacksonville, Florida 32254



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice # 346010
Date 7/31/2018
Terms Net 30
Due Date 8/30/2018
Memo Special Events July

Bill To

Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092

AUG 11 2018

1-32-572-494
155

4th of July and flower arranging

9.5

17.00

161.50

Total

\$161.50

Non-Contractual Billable Hours

Facility:

RiverTown

All non-contractual billable hours for the month of:

July

Date of Event	Name of Event	Total Billable hours	Billable Hourly Rate	Amount billable
7/4/2018	4th of July Celebration	6	\$17	\$102
7/17/2018	Flower Arranging	3.5	\$17	\$60
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
	Total	9.5		\$162



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice # 344662
Date 6/30/2018
Terms Net 30
Due Date 7/30/2018
Memo Special Events June

Bill To
Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092

1-32-574-494
155

Food Truck Fridays, Jax Brew Bus, Movie , Women's self defense

14.5

17.00

246.50

Total \$246.50

Non-Contractual Billable Hours

Facility:

RiverTown

All non-contractual billable hours for the month of:

June

Date of Event	Name of Event	Total Billable hours	Billable Hourly Rate	Amount billable
6/1/20018	Food Truck Friday	3.5	\$17.00	\$60
6/2/2018	Jax Brew Bus	2	\$17.00	\$34
6/5/2018	Painting with a Twist	3.5	\$17.00	\$60
6/8/2018	Women's Self-Defense	3.5	\$17.00	\$60
6/22/2018	Dive In Movie	2	\$17.00	\$34
Total				

B.

River's Edge
Community Development District

Unaudited Financial Reporting
July 31, 2018

Rivers Edge
Community Development District
Combined Balance Sheet
As of July 31, 2018

	<u>Governmental Fund Types</u>				<i>Totals</i> <i>(Memorandum Only)</i> 2018
	<i>General</i>	<i>Debt Service</i>	<i>Capital Projects</i>	<i>Capital Reserve</i>	
<u>Assets:</u>					
Cash	\$90,810	---	---	\$13,095	\$103,905
Investments:					
Custody	\$15,887	---	---	---	\$15,887
Series 2008 A					
Reserve	---	\$501,299	---	---	\$501,299
Interest	---	\$0	---	---	\$0
Revenue A	---	\$227,762	---	---	\$227,762
Prepayment	---	\$3,293	---	---	\$3,293
Deferred Cost A/B	---	---	\$35,316	---	\$35,316
Due from Other	---	---	---	---	\$0
Due from Developer	\$138,816	---	---	---	\$138,816
Due from Developer-Tri-Party Funding	\$0	---	---	---	\$0
Series 2016					
Reserve	---	\$214,699	---	---	\$214,699
Revenue A	---	\$276,665	---	---	\$276,665
Prepayment	---	\$2,138	---	---	\$2,138
Construction	---	---	\$2	---	\$2
Cost of Issuance	---	---	\$0	---	\$0
Utilities Deposit	\$7,241	---	---	---	\$7,241
Prepaid Expenses	\$2,403	---	---	---	\$2,403
Total Assets	\$255,157	\$1,225,856	\$35,317	\$13,095	\$1,529,425
<u>Liabilities:</u>					
Accounts Payable	\$103,498	---	---	---	\$103,498
Due to Developer	---	---	---	---	\$0
Due to Capital Reserve	---	---	---	---	\$0
Due to Debt Service 2016	---	---	---	---	\$0
<u>Fund Balances:</u>					
Restricted for Debt Service	---	\$1,225,856	---	---	\$1,225,856
Restricted for Capital Projects	---	---	\$35,317	\$13,095	\$48,413
Nonspendable	\$7,241	---	---	---	\$7,241
Unassigned	\$138,177	---	---	---	\$138,177
Total Liabilities and Fund Equity	\$255,157	\$1,225,856	\$35,317	\$13,095	\$1,529,425

Rivers Edge
Community Development District
Statement of Revenues & Expenditures
For The Period Ending July 31, 2018

<i>Description</i>	<i>ADOPTED BUDGET</i>	<i>PRORATED</i>	<i>ACTUAL 7/31/18</i>	<i>VARIANCE</i>
		<i>BUDGET 7/31/18</i>		
Assessments - Roll	\$491,527	\$491,527	\$493,123	\$1,597
Assessments - Direct	\$1,008,401	\$1,008,401	\$1,008,401	\$0
Misc Income/Interest	\$1,000	\$1,000	\$6,579	\$5,579
Rental Revenue	\$5,000	\$5,000	\$9,407	\$4,407
Developer Cost Share - Mattamy (Roads/Stormwater)	\$90,507	\$90,507	\$90,507	\$0
Developer Contributions	\$282,211	\$233,887	\$233,887	\$0
Total Income	\$1,878,646	\$1,830,322	\$1,841,905	\$11,583

Expenditures

Administrative

Supervisor Fees	\$6,000	\$3,500	\$3,200	\$300
FICA Expense	\$459	\$268	\$245	\$23
Engineering (Prosser)	\$20,000	\$15,000	\$14,423	\$577
Assessment Roll	\$4,500	\$4,500	\$4,500	\$0
Attorney	\$40,000	\$40,000	\$39,534	\$466
Annual Audit	\$5,200	\$4,400	\$4,400	\$0
Trustee Fees	\$6,500	\$9,576	\$9,576	\$0
Dissemination	\$5,500	\$5,500	\$5,517	(\$17)
Arbitrage	\$1,200	\$1,200	\$1,200	\$0
Management Fees	\$45,000	\$37,500	\$37,500	\$0
Information Technology	\$2,500	\$2,083	\$2,083	\$0
Telephone	\$100	\$83	\$124	(\$40)
Postage	\$1,000	\$833	\$858	(\$24)
Printing & Binding	\$2,700	\$2,250	\$2,503	(\$253)
Insurance	\$8,038	\$8,038	\$8,038	\$0
Legal Advertising	\$3,000	\$1,000	\$1,041	(\$41)
Other Current Charges	\$1,000	\$833	\$573	\$260
Office Supplies	\$200	\$167	\$111	\$55
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative Expenses	\$153,072	\$136,906	\$135,600	\$1,306

Grounds Maintenance

Field Operations Management	\$32,500	\$27,083	\$26,467	\$617
Landscape Maintenance	\$579,438	\$458,722	\$447,839	\$10,883
Mulch	\$70,000	\$55,417	\$55,208	\$209
Landscape Reserves	\$20,000	\$20,000	\$153,249	(\$133,249)
Irrigation Repairs and Maintenance	\$0	\$0	\$29,958	(\$29,958)
Lakes, Vegetation and Algae Control	\$52,980	\$39,735	\$38,690	\$1,045
Irrigation Water Use	\$200,000	\$166,667	\$162,875	\$3,791
Electric	\$6,000	\$6,000	\$32,141	(\$26,141)
Street Lighting & Signage Repairs and Replacements	\$5,000	\$5,000	\$14,497	(\$9,497)
Street and Drainage Maintenance	\$5,000	\$833	\$659	\$174
Other Repairs and Maintenance	\$2,500	\$2,500	\$24,390	(\$21,890)
Total Grounds Maintenance Expenses	\$973,418	\$781,957	\$985,972	(\$204,015)

Amenity Center

General Manager	\$32,500	\$0	\$0	\$0
Facility Manager/Lifestyle Director (ASG)	\$26,750	\$26,750	\$53,075	(\$26,325)
Lifeguards/Pool Attendants (ASG)	\$36,500	\$30,416.67	\$32,820	(\$2,404)
Security Monitoring	\$2,208	\$2,208	\$2,275	(\$67)
Security Guards	\$60,000	\$50,000	\$49,160	\$840
Telephone	\$8,600	\$8,600	\$11,365	(\$2,765)
Insurance	\$34,609	\$34,609	\$33,446	\$1,163
General Facility Maint/Common Grounds Maint	\$59,833	\$47,368	\$45,312	\$2,056
Pool Maintenance	\$24,300	\$17,213	\$17,591	(\$378)
Pool Chemicals	\$11,136	\$10,208	\$10,409	(\$201)
Janitorial Services/Supplies	\$22,788	\$11,394	\$11,264	\$131
Window Cleaning	\$2,767	\$922	\$928	(\$6)
Propane Gas	\$500	\$500	\$601	(\$101)
Electric	\$25,000	\$20,833	\$19,997	\$836

Rivers Edge
Community Development District
Debt Service Fund - Series 2008A
Statement of Revenues & Expenditures
For The Period Ending July 31, 2018

<i>Description</i>	<i>ADOPTED BUDGET</i>	<i>PRORATED</i>	<i>ACTUAL</i> 7/31/18	<i>VARIANCE</i>
		<i>BUDGET</i> 7/31/18		

Revenues:

<i>Assessments - Tax Roll</i>	\$577,110	\$577,110	\$582,184	\$5,074
<i>Assessments - Direct</i>	\$0	\$0	\$0	\$0
<i>Interest Income</i>	\$1,000	\$1,000	\$8,715	\$7,715
<i>Prepayment - Principal</i>	\$0	\$0	\$26,378	\$26,378

<i>Total Revenues</i>	\$578,110	\$578,110	\$617,278.03	\$39,168
------------------------------	------------------	------------------	---------------------	-----------------

Expenditures

Series 2008A

<i>Interest 11/1</i>	\$218,620	\$218,620	\$218,110	\$510
<i>Principal 11/1 (Special Call)</i>	\$0	\$0	\$20,000	(\$20,000)
<i>Interest 5/1</i>	\$218,620	\$218,620	\$217,430	\$1,190
<i>Principal 5/1</i>	\$145,000	\$145,000	\$140,000	\$5,000
<i>Principal 5/1 (Special Call)</i>	\$0	\$0	\$30,000	(\$30,000)
<i>Transfer Out</i>	\$29,066	\$29,066	\$21,329	\$7,737
<i>Transfer Out to Escrow Agent</i>	\$0	\$0	\$0	\$0

<i>Total Expenditures</i>	\$611,306	\$611,306	\$646,869	(\$35,563)
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<i>Excess Revenues (Expenditures)</i>	(\$33,196)	(\$33,196)	(\$29,591)	\$3,605
--	-------------------	-------------------	-------------------	----------------

<i>Fund Balance - Beginning</i>	\$247,686		\$761,945	
--	------------------	--	------------------	--

<i>Fund Balance - Ending</i>	\$214,490		\$732,354	
-------------------------------------	------------------	--	------------------	--

<i>Reserve</i>	\$501,299
<i>Interest</i>	\$0
<i>Revenue</i>	\$227,762
<i>Prepayment</i>	\$3,293
<i>Assessment Rectivable</i>	\$0
	<u>\$732,354</u>

Rivers Edge
Community Development District
Statement of Revenues & Expenditures
For The Period Ending July 31, 2018

<i>Description</i>	<i>ADOPTED BUDGET</i>	<i>PRORATED</i>	<i>ACTUAL 7/31/18</i>	<i>VARIANCE</i>
		<i>BUDGET 7/31/18</i>		
Sewer/Water/Irrigation	\$36,753	\$27,565	\$26,983	\$582
Repair and Replacements	\$23,600	\$23,600	\$72,800	(\$49,200)
Refuse	\$7,900	\$7,900	\$11,680	(\$3,780)
Pest Control	\$5,840	\$3,407	\$3,200	\$207
Facility Preventative Maintenance	\$2,680	\$0	\$0	\$0
Access Cards	\$500	\$500	\$3,150	(\$2,650)
License/Permits	\$1,968	\$820	\$701	\$119
Other Current	\$1,500	\$1,500	\$1,663	(\$163)
Special Events	\$20,000	\$20,000	\$52,292	(\$32,292)
Landscape Replacements	\$500	\$0	\$0	\$0
Office Supplies/Postage	\$1,400	\$1,400	\$2,816	(\$1,416)
Capital Expenditure	\$3,772	\$3,772	\$0	\$3,772
Developer Amenity Replacements	\$0	\$0	\$0	\$0
General Reserve	\$8,421	\$8,421	\$8,421	\$0
Capital Outlay	\$0	\$0	\$2,286	(\$2,286)
Interfund Transfer Out	\$0	\$0	\$0	\$0
Total Amenity Center Expenses	\$462,325	\$359,906	\$474,235	(\$114,329)
<u>Amenity River Club</u>				
General Manager	\$32,500	\$27,083	\$26,242	\$842
Community Facility Staff	\$27,500	\$25,208	\$25,934	(\$726)
Community Maintenance Staff	\$26,750	\$26,750	\$29,553	(\$2,803)
Facility Attendants	\$45,750	\$13,344	\$12,925	\$419
Security Monitoring	\$2,000	\$0	\$0	\$0
Telephone	\$5,000	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0
General Facility Maint/Common Grounds Maint	\$16,167	\$9,431	\$9,697	(\$267)
Pool Maintenance	\$12,150	\$6,075	\$5,818	\$257
Pool Chemicals	\$10,000	\$0	\$0	\$0
Janitorial Services	\$11,394	\$11,394	\$12,191	(\$797)
Window Cleaning	\$2,500	\$0	\$0	\$0
Propane Gas	\$500	\$0	\$0	\$0
Electric	\$20,000	\$0	\$0	\$0
Sewer/Water/Irrigation	\$30,000	\$0	\$0	\$0
Repair and Replacements	\$5,000	\$0	\$0	\$0
Refuse	\$7,000	\$0	\$0	\$0
Pest Control	\$2,500	\$0	\$0	\$0
Facility Preventative Maintenance	\$2,000	\$0	\$0	\$0
Access Cards	\$0	\$0	\$0	\$0
License/Permits	\$1,500	\$0	\$0	\$0
Other Current	\$1,000	\$0	\$0	\$0
Special Events	\$20,000	\$0	\$0	\$0
Landscape Replacements	\$500	\$0	\$0	\$0
Office Supplies/Postage	\$500	\$0	\$0	\$0
Capital Expenditure	\$0	\$0	\$16,743	(\$16,743)
Cafe and Other Expenses	\$0	\$0	\$21,900	(\$21,900)
Capital Reserves	\$0	\$0	\$0	\$0
Total Amenity Center Expenses	\$282,211	\$119,285	\$161,003	(\$41,718)
Total Expenses	\$1,871,026	\$1,398,054	\$1,756,811	(\$358,756)
Excess Revenues (Expenditures)	\$7,620		\$85,094	
Fund Balance - Beginning	\$0		\$60,324	
Fund Balance - Ending	\$7,620		\$145,418	

Rivers Edge
Community Development District
Debt Service Fund - Series 2016
Statement of Revenues & Expenditures
For The Period Ending July 31, 2018

<i>Description</i>	<i>PROPOSED BUDGET</i>	<i>PRORATED</i>	<i>ACTUAL 7/31/18</i>	<i>VARIANCE</i>
		<i>BUDGET 7/31/18</i>		

Revenues:

<i>Assessment - Direct</i>	\$711,978	\$711,978	\$711,978	\$0
<i>Interest Income</i>	\$1,000	\$1,000	\$5,929	\$4,929
<i>Bond Proceeds</i>	\$0	\$0	\$0	\$0

<i>Total Revenues</i>	\$712,978	\$712,978	\$717,907	\$4,929
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Expenditures

Series 2008A

<i>Interest 11/1</i>	\$272,525	\$272,525	\$272,525	\$0
<i>Interest 5/1</i>	\$272,525	\$272,525	\$272,525	\$0
<i>Principal 5/1</i>	\$170,000	\$170,000	\$170,000	\$0
<i>Interfund Transfer Out</i>	\$0	\$0	\$0	\$0
<i>Transfer Out to Escrow Agent</i>	\$0	\$0	\$0	\$0

<i>Total Expenditures</i>	\$715,050	\$715,050	\$715,050	\$0
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<i>Excess Revenues (Expenditures)</i>	(\$2,072)	(\$2,072)	\$2,857	\$4,929
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<i>Fund Balance - Beginning</i>	\$275,152		\$490,645	
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<i>Fund Balance - Ending</i>	\$273,080		\$493,502	
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<i>Reserve</i>	\$214,699
<i>Interest</i>	\$0
<i>Revenue</i>	\$276,665
<i>Prepayment</i>	\$0
<i>Assessment Receivable</i>	\$0
	<u>\$491,364</u>

River's Edge
Community Development District
Capital Projects Fund - Series 2008A/B
Statement of Revenues & Expenditures
For The Period Ending July 31, 2018

<i>Description</i>	<i>SERIES</i> <i>2008A/B</i>
<i>Revenues:</i>	
Interest Income/Miscellaneous	\$325
<i>Total Revenues</i>	\$325
<i>Expenditures:</i>	
Capital Outlay	\$0
Transfer out to Escrow Agent	\$0
<i>Total Expenditures</i>	\$0
<i>Excess Revenues (Expenditures)</i>	\$325
<i>Other Sources & Uses:</i>	
Transfer In/(Out)	\$21,329
<i>Total Other Sources & Uses</i>	\$21,329
<i>Net Change in Fund Balance</i>	\$21,653
<i>Fund Balance - Beginning</i>	\$13,662
<i>Fund Balance - Ending</i>	\$35,316

River's Edge
Community Development District
Capital Projects Fund - Series 2016
Statement of Revenues & Expenditures
For The Period Ending July 31, 2018

<i>Description</i>	<i>SERIES</i> <i>2016</i>
<i>Revenues:</i>	
Interest Income	\$16
Bond Proceeds	\$0
<i>Total Revenues</i>	<i>\$16</i>
<i>Expenditures:</i>	
Capital Outlay	\$19,260
Cost of Issuance	\$0
<i>Total Expenditures</i>	<i>\$19,260</i>
<i>Excess Revenues (Expenditures)</i>	<i>(\$19,245)</i>
<i>Fund Balance - Beginning</i>	<i>\$19,246</i>
<i>Fund Balance - Ending</i>	<i>\$2</i>

River's Edge
Community Development District
Capital Reserve Funds
Statement of Revenues & Expenditures
As of July 31, 2018

<i>Description</i>	<i>ADOPTED BUDGET</i>	<i>PRORATED BUDGET 7/31/18</i>	<i>ACTUAL 7/31/18</i>	<i>VARIANCE</i>
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Revenues:

<i>Capital Reserve Funding - Transfer In</i>	\$0	\$0	\$8,421	\$8,421
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Total Revenues	\$0	\$0	\$8,421	\$8,421
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Expenditures

<i>Other Current Charges</i>	\$0	\$0	\$309	(\$309)
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<i>Capital Outlay</i>	\$0	\$0	\$0	\$0
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<i>Repair and Replacements</i>	\$0	\$0	\$0	\$0
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Total Expenditures	\$0	\$0	\$309	(\$309)
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Excess Revenues (Expenditures)	\$0		\$8,112	
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Fund Balance - Beginning	\$0		\$4,983	
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Fund Balance - Ending	\$0		\$13,095	
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Rivers Edge
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2018

Revenues:

	<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Total</i>
<i>Assessments - Roll</i>	\$0	\$29,597	\$259,867	\$165,867	\$29,238	\$2,931	\$1,893	\$271	\$3,406	\$54	\$493,123
<i>Assessments - Direct</i>	\$504,201	\$252,100	\$252,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,008,401
<i>Misc Income/Interest</i>	\$3,891	\$0	\$27	\$116	\$393	\$469	\$570	\$534	\$579	\$0	\$6,579
<i>Rental Revenue</i>	\$0	\$500	\$275	\$625	\$1,290	\$725	\$0	\$2,834	\$1,228	\$1,930	\$9,407
<i>Developer Cost Share - Mattamy (Roads/Stormwater)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,507	\$0	\$90,507
<i>Developer Contributions</i>	\$0	\$75,353	\$1,495	\$68	\$4,467	\$16,103	\$10,752	\$0	\$13,496	\$112,154	\$233,887

Total Income

	\$508,092	\$357,550	\$513,764	\$166,676	\$35,388	\$20,227	\$13,215	\$3,639	\$109,216	\$114,138	\$1,841,905
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Expenditures

Administrative

<i>Supervisor Fees</i>	\$400	\$0	\$0	\$800	\$0	\$400	\$400	\$400	\$400	\$400	\$3,200
<i>FICA Expense</i>	\$31	\$0	\$0	\$61	\$0	\$31	\$31	\$31	\$31	\$31	\$245
<i>Engineering Fees</i>	\$1,408	\$0	\$647	\$564	\$175	\$483	\$1,518	\$0	\$3,497	\$6,131	\$14,423
<i>Assessment Roll</i>	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,500
<i>Attorney Fees</i>	\$3,350	\$1,269	\$1,636	\$3,273	\$8,527	\$8,151	\$13,330	\$0	\$0	\$0	\$39,534
<i>Annual Audit</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,400	\$4,400
<i>Trustee Fees</i>	\$7,317	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,259	\$9,576
<i>Dissemination</i>	\$458	\$458	\$458	\$458	\$558	\$458	\$709	\$458	\$750	\$750	\$5,517
<i>Arbitrage</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	\$1,200
<i>Management Fees - GMS</i>	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$3,750	\$37,500
<i>Computer Time</i>	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$208	\$2,083
<i>Telephone</i>	\$21	\$0	\$20	\$0	\$8	\$0	\$12	\$37	\$26	\$0	\$124
<i>Postage</i>	\$73	\$62	\$133	\$159	\$0	\$63	\$108	\$88	\$63	\$109	\$858
<i>Insurance</i>	\$8,038	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,038
<i>Printing & Binding</i>	\$12	\$226	\$16	\$289	\$176	\$18	\$48	\$476	\$30	\$1,211	\$2,503
<i>Legal Advertising</i>	\$77	\$179	\$78	\$80	\$80	\$72	\$72	\$0	\$144	\$260	\$1,041
<i>Other Current Charges</i>	\$51	\$15	\$83	\$70	\$77	\$57	\$98	\$62	\$60	\$0	\$573
<i>Office Supplies</i>	\$1	\$11	\$1	\$1	\$10	\$0	\$14	\$26	\$32	\$16	\$111
<i>Dues, Licenses, Subscriptions</i>	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175

Total Administrative Expenses

	\$29,869	\$6,178	\$7,031	\$9,713	\$13,569	\$13,690	\$21,497	\$5,537	\$8,991	\$19,525	\$135,600
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Grounds Maintenance

<i>Field Operations Management</i>	\$2,708	\$2,708	\$2,708	\$2,708	\$2,708	\$2,585	\$2,585	\$2,585	\$2,585	\$2,585	\$26,467
<i>Landscape Maintenance</i>	\$49,970	\$49,628	\$54,495	\$48,391	\$41,960	\$54,880	\$52,624	\$43,799	\$25,764	\$26,327	\$447,839
<i>Mulch</i>	\$0	\$47,004	\$0	\$0	\$0	\$864	\$0	\$7,340	\$0	\$0	\$55,208
<i>Landscape Reserve</i>	\$4,659	\$15,001	\$13,050	\$61,483	\$5,217	\$6,094	\$8,117	\$13,057	\$26,570	\$0	\$153,249
<i>Irrigation Maintenance and Repairs</i>	\$2,106	\$1,492	\$1,008	\$1,044	\$806	\$4,322	\$2,381	\$4,321	\$4,787	\$7,691	\$29,958
<i>Lakes, Vegetation and Algae Control</i>	\$1,915	\$4,540	\$6,115	\$4,540	\$4,015	\$4,415	\$1,915	\$5,120	\$2,100	\$4,015	\$38,690
<i>Irrigation Water Use</i>	\$12,540	\$14,559	\$37,348	\$12,120	\$12,456	\$13,644	\$16,206	\$22,802	\$21,201	\$0	\$162,875
<i>Electric (Streetlights and Pumps)</i>	\$3,226	\$2,802	\$2,429	\$3,477	\$3,460	\$1,866	\$3,101	\$1,978	\$5,754	\$4,046	\$32,141
<i>Street Lighting & Signage Repairs & Replacements</i>	\$1,200	\$783	\$1,800	\$0	\$2,225	\$275	\$275	\$2,040	\$5,696	\$203	\$14,497
<i>Street and Drainage Maintenance</i>	\$0	\$350	\$85	\$224	\$0	\$0	\$0	\$0	\$0	\$0	\$659
<i>Other Repairs & Maintenance</i>	\$154	\$1,425	\$781	\$2,926	\$10,871	\$0	\$0	\$0	\$337	\$7,895	\$24,390

Total Grounds Maintenance Expenses

	\$78,478	\$140,292	\$119,819	\$136,914	\$83,719	\$88,945	\$87,205	\$103,043	\$94,795	\$52,761	\$985,972
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Amenity Center

<i>Facility Manager/Lifestyle Director</i>	\$4,333	\$4,333	\$4,333	\$5,167	\$4,333	\$9,582	\$5,248	\$5,248	\$5,248	\$5,248	\$53,075
<i>Lifeguards</i>	\$0	\$0	\$0	\$0	\$0	\$1,649	\$1,935	\$6,498	\$12,592	\$10,147	\$32,820
<i>Security Monitoring</i>	\$184	\$184	\$184	\$184	\$184	\$184	\$184	\$184	\$289	\$514	\$2,275
<i>Security Guards</i>	\$4,930	\$4,888	\$5,039	\$4,901	\$7,557	\$5,037	\$4,610	\$4,993	\$2,973	\$4,232	\$49,160
<i>Telephone</i>	\$463	\$465	\$242	\$1,294	\$654	\$1,731	\$2,315	\$1,405	\$2,355	\$442	\$11,365
<i>Insurance</i>	\$32,961	\$0	\$0	\$0	\$485	\$0	\$0	\$0	\$0	\$0	\$33,446
<i>General Facility Maintenance</i>	\$5,954	\$5,954	\$5,954	\$5,954	\$5,954	\$4,375	\$4,375	\$4,375	\$2,417	\$0	\$45,312
<i>Pool Maintenance</i>	\$1,139	\$1,139	\$1,139	\$1,139	\$3,072	\$1,139	\$1,139	\$1,140	\$4,781	\$1,765	\$17,591
<i>Pool Chemicals</i>	\$761	\$761	\$818	\$818	\$818	\$818	\$1,330	\$1,330	\$1,330	\$1,624	\$10,409
<i>Janitorial</i>	\$642	\$642	\$642	\$642	\$642	\$642	\$642	\$642	\$4,647	\$1,483	\$11,263.50
<i>Window Cleaning</i>	\$0	\$0	\$0	\$778	\$0	\$150	\$0	\$0	\$0	\$0	\$928

Rivers Edge
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2018

	<i>October</i>	<i>November</i>	<i>December</i>	<i>January</i>	<i>February</i>	<i>March</i>	<i>April</i>	<i>May</i>	<i>June</i>	<i>July</i>	<i>Total</i>
<i>Propane Gas</i>	\$0	\$3	\$413	\$25	\$53	\$27	\$25	\$2	\$27	\$27	\$601
<i>Electric</i>	\$1,911	\$1,852	\$2,081	\$1,912	\$2,283	\$2,117	\$1,868	\$1,816	\$2,112	\$2,046	\$19,997
<i>Sewer/Water</i>	\$1,967	\$2,536	\$1,842	\$1,863	\$1,732	\$1,632	\$1,396	\$4,713	\$5,684	\$3,619	\$26,983
<i>Repair and Replacements</i>	\$1,003	\$31,208	\$990	\$217	\$1,430	\$16,011	\$265	\$18,767	\$0	\$2,909	\$72,800
<i>Refuse</i>	\$886	\$965	\$973	\$973	\$979	\$982	\$973	\$2,260	\$754	\$1,936	\$11,680
<i>Pest Control</i>	\$175	\$475	\$175	\$475	\$475	\$475	\$475	\$475	\$0	\$0	\$3,200
<i>Facility Preventative Maintenance</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Access Cards</i>	\$0	\$1,575	\$0	\$0	\$0	\$0	\$0	\$0	\$1,575	\$0	\$3,150
<i>License/Permits</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$701	\$0	\$701
<i>Other Current</i>	\$149	\$114	\$94	\$161	\$163	\$362	\$95	\$71	\$181	\$274	\$1,663
<i>Special Events</i>	\$3,910	\$2,968	\$19,336	\$4,479	\$4,520	\$7,754	\$0	\$1,026	\$3,390	\$4,908	\$52,292
<i>Office Supplies/Postage</i>	\$265	\$70	\$200	\$70	\$1,062	\$322	\$229	\$305	\$4	\$290	\$2,816
<i>Capital Expenditure</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Developer Repair/Replacements</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Reserve Study</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$8,421	\$0	\$0	\$0	\$8,421
<i>Capital Outlay</i>	\$0	\$0	\$2,286	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,286

Total Amenity Center Expenses

\$61,632	\$60,131	\$46,741	\$31,051	\$36,396	\$54,989	\$35,525	\$55,247	\$51,059	\$41,463	\$474,235
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Amenity River Club

<i>General Manager</i>	\$0	\$0	\$0	\$0	\$0	\$5,248	\$5,248	\$5,248	\$5,248	\$5,248	\$26,242
<i>Community Facility Staff</i>	\$0	\$0	\$0	\$0	\$0	\$5,187	\$5,187	\$5,187	\$5,187	\$5,187	\$25,934
<i>Community Maintenance Staff</i>	\$0	\$0	\$0	\$0	\$0	\$5,917	\$5,917	\$5,917	\$5,917	\$5,887	\$29,553
<i>Facility Attendants</i>	\$0	\$0	\$0	\$0	\$0	\$2,585	\$2,585	\$2,585	\$2,585	\$2,585	\$12,925
<i>Security Monitoring</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Telephone</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Insurance</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>General Facility Maint/Common Grounds Maint</i>	\$0	\$0	\$0	\$0	\$0	\$1,939	\$1,939	\$1,939	\$1,939	\$1,939	\$9,697
<i>Pool Maintenance</i>	\$0	\$0	\$0	\$0	\$0	\$1,164	\$1,164	\$1,164	\$1,164	\$1,164	\$5,818
<i>Pool Chemicals</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Janitorial Services</i>	\$0	\$0	\$0	\$0	\$0	\$2,438	\$2,438	\$2,438	\$2,438	\$2,438	\$12,191
<i>Window Cleaning</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Propane Gas</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Electric</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Sewer/Water/Irrigation</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Repair and Replacements</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Refuse</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Pest Control</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Facility Preventative Maintenance</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Access Cards</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>License/Permits</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other Current</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Special Events</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Landscape Replacements</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Office Supplies/Postage</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Capital Expenditure</i>	\$0	\$0	\$8,023	\$1,239	\$1,239	\$0	\$2,478	\$0	\$3,764	\$0	\$16,743
<i>Cafe and Other Expenses</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$5,475	\$5,475	\$5,475	\$5,475	\$21,900
<i>Capital Reserves</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Amenity River Club Expenses

\$0	\$0	\$8,023	\$1,239	\$1,239	\$24,478	\$32,431	\$29,953	\$33,717	\$29,923	\$161,003
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Total Expenses

\$169,980	\$206,602	\$181,614	\$178,918	\$134,923	\$182,103	\$176,657	\$193,780	\$188,563	\$143,672	\$1,756,811
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Excess Revenues/Expenses

\$338,112	\$150,948	\$332,151	-\$12,242	-\$99,535	-\$161,875	-\$163,442	-\$190,141	-\$79,347	-\$29,534	\$85,094
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*Rivers Edge Community Development District
Tri-Party Funding Requests*

<i>Funding Request #</i>	<i>Date of Request</i>	<i>Check Date Received Developer</i>	<i>Requested Tri-Party Funding Landscape</i>	<i>Requested Funding Amenity</i>	<i>Total Funding Request FY 17</i>	<i>Total Funding Request FY 18</i>	<i>Balance (Due From Dev)/ Due to Tri-Party</i>	<i>Balance (Due From Developer)/ Due To</i>
51	10/9/17	11/3/17	\$0.00	\$130,188.83	\$130,188.83		\$0.00	\$0.00
52	10/20/17	10/26/17	\$0.00	\$21,570.00	\$21,570.00		\$0.00	\$0.00
53	11/7/17	1/23/18	\$0.00	\$1,200.00	\$1,200.00		\$0.00	\$0.00
54	11/8/17	1/23/18	\$0.00	\$14,373.43	\$14,373.43		\$0.00	\$0.00
55	12/14/17	1/23/18	\$0.00	\$14,230.80		\$14,230.80	\$0.00	\$0.00
56	1/9/18	3/16/18	\$0.00	\$12,247.00		\$12,247.00	\$0.00	\$0.00
57	1/16/18	3/6/18	\$50,370.00	\$0.00		\$50,370.00	\$0.00	\$0.00
58	2/27/18	3/23/18	\$0.00	\$4,129.50		\$4,129.50	\$0.00	\$0.00
59	3/29/18		\$0.00	\$5,756.09		\$5,756.09		(\$5,756.09)
60	5/7/18	6/20/18		\$3,341.72		\$3,341.72		\$0.00
61	5/31/18			\$20,905.82		\$20,905.82		(\$20,905.82)
62	7/11/18			\$112,154.25		\$112,154.25		(\$112,154.25)
<i>Due from Developer</i>			\$50,370.00	\$340,097.44	\$167,332.26	\$223,135.18	\$0.00	(\$138,816.16)

Rivers Edge
Community Development District
Developer Contributions Schedule
For The Period Ending July 31, 2018

<i>Expense Month of Request</i>	<i>Funding Request #</i>	<i>VENDORS</i>	<i>Funding Received FY18</i>	<i>Total Developer Contributions</i>
<i>October</i>	---		---	
				\$0.00
<i>November</i>	55	BRIGHTVIEW LANDSCAPING	\$3,885.00	
	55	BRIGHTVIEW LANDSCAPING	\$7,500.00	
	55	BRIGHTVIEW LANDSCAPING	\$2,845.80	
	56	ART-Z FACES	\$1,200.00	
	56	FLIPPIN GOOD COOKIES	\$665.00	
	56	HULIHAN TERRITORY, INC.	\$8,887.00	
	57	PRESTIGE ELITE PAINTING, LLC	\$50,370.00	
				\$75,352.80
<i>December</i>	56	BOUNCERS, SLIDES, AND MORE, INC.	\$500.00	
	56	BOUNCERS, SLIDES, AND MORE, INC.	\$75.00	
	56	LAKESHA WEST	\$321.00	
	56	PROGRESSIVE ENTERTAINMENT	\$599.00	
				\$1,495.00
<i>January</i>	58	VESTA PROPERTY SERVICES	\$68.00	
				\$68.00
<i>February</i>	58	BERT J BOWDEN	\$250.00	
	58	PROGRESSIVE ENTERTAINMENT	\$709.00	
	58	STEPHENS ADVERTISING DISPLAYS	\$1,990.00	
	59	AIRTAT BODYART	\$375.00	
	59	CRITTER CARAVAN, INC.	\$312.50	
	59	DERON BAKER	\$375.00	
	59	VESTA PROPERTY SERVICES	\$455.59	
	60	VESTA PROPERTY SERVICES	\$588.00	
				\$5,055.09
<i>March</i>	58	CRITTER CARAVAN, INC.	\$312.50	
	58	PRINCE PELE'S POLYNESIA	\$800.00	
	56	HULIHAN TERRITORY, INC.	\$8,887.00	
	56	FLIPPIN GOOD COOKIES	\$665.00	
	56	ART-Z FACES	\$1,200.00	
	59	ART-Z FACES	\$500.00	
	59	BERT J BOWDEN	\$400.00	
	59	ERIC ALBISO	\$325.00	
	59	PRINCE PELE'S POLYNESIA	\$1,675.00	
	59	PROGRESSIVE ENTERTAINMENT	\$1,338.00	
	60	ART-Z FACES	\$450.00	
	60	PROGRESSIVE ENTERTAINMENT	\$2,303.72	
	62	VESTA PROPERTY SERVICES	\$20,891.79	
				\$39,748.01

Rivers Edge
Community Development District
Developer Contributions Schedule
For The Period Ending July 31, 2018

<i>Expense Month of Request</i>	<i>Funding Request #</i>	<i>VENDORS</i>	<i>Funding Received FY18</i>	<i>Total Developer Contributions</i>
<i>April</i>	61	BRIGHTVIEW LANDSCAPING	\$2,423.08	
	61	BRIGHTVIEW LANDSCAPING	\$1,852.25	
	61	BRIGHTVIEW LANDSCAPING	\$2,387.00	
	62	VESTA PROPERTY SERVICES	\$26,366.79	
				\$33,029.12
<i>May</i>	61	BRIGHTVIEW LANDSCAPING	\$2,213.34	
	61	BRIGHTVIEW LANDSCAPING	\$1,247.50	
	61	BRIGHTVIEW LANDSCAPING	\$4,646.65	
	61	BRIGHTVIEW LANDSCAPING	\$3,450.00	
	61	DERON BAKER	\$450.00	
	61	MARK ALAN MAGIC	\$700.00	
	61	ULINE	\$1,536.00	
	62	VESTA PROPERTY SERVICES	\$26,366.79	
				\$40,610.28
<i>June</i>	62	VESTA PROPERTY SERVICES	\$26,366.79	
	62	ROBERT AARON KOERNER	\$250.00	
	62	PROGRESSIVE ENTERTAINMENT	\$588.00	
	62	LOWE STRUCTURES	\$3,764.00	
	62	FAST SIGNS	\$5,391.04	
	62	DERON BAKER	\$450.00	
				\$36,809.83
<i>June</i>	62	ROBERT AARON KOERNER	\$550.00	
	62	REPUBLIC SERVICES	\$404.05	
	62	PROGRESSIVE ENTERTAINMENT	\$765.00	
				\$1,719.05
<i>Total Developer Contributions FY18</i>				\$233,887.18

River's Edge
Community Development District
Long Term Debt Report

Series 2008A, Capital Improvement Revenue Bonds

Interest Rate:	6.80%
Maturity Date:	5/1/2038
Reserve Fund Definition:	7.835% Deemed Outstanding
Reserve Fund Requirement:	\$479,508
Reserve Fund Balance:	\$501,299
 Bonds outstanding - 9/30/2014	 \$12,375,000
Less: November 1, 2014 (Prepayment)	(\$10,000)
Less: May 1, 2015 (Mandatory)	(\$210,000)
Less: May 1, 2015 (Prepayment)	(\$20,000)
Less: May 2, 2016 (Mandatory)	(\$225,000)
Less: May 2, 2016 (Prepayment)	(\$15,000)
Less: October 18, 2016 (Prepayment)	(\$5,315,000)
Less: November 1, 2016 (Prepayment)	(\$15,000)
Less: May 1, 2017 (Mandatory)	(\$240,000)
Less: May 1, 2017 (Prepayment)	(\$15,000)
Less: November 1, 2017 (Prepayment)	(\$20,000)
Less: May 1, 2018 (Mandatory)	(\$140,000)
Less: May 1, 2018 (Prepayment)	(\$30,000)
Current Bonds Outstanding	\$6,120,000

Series 2016 Capital Improvement Revenue Bonds and Refunding Bonds

Interest Rate:	4.5% - 5.3%
Maturity Date:	5/1/2026
Reserve Fund Definition:	30% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$213,593
Reserve Fund Balance:	\$214,699
 Bonds outstanding - 10/19/16	 \$10,765,000
Less: May 1, 2017 (Mandatory)	(\$160,000)
Less: May 1, 2018 (Mandatory)	(\$170,000)
Current Bonds Outstanding	\$10,435,000

C.

Rivers Edge Community Development District
Summary of Assessments
Fiscal Year 2018
10/1/17 - 9/30/18

Assessed To	# UNITS	ASSESSED			TOTAL INVOICED NET
		Series 2008A Debt Invoiced Net	Series 2016 Debt Invoiced Net	FY18 O&M	
DIRECT BILLS PYMNT PLAN * MATTAMY - BULK (1)	993		711,977.50	1,008,401.23	1,720,378.73
TOTAL REVENUE DIRECT BILLS	993		711,977.50	1,008,401.23	1,720,378.73
NET REVENUE TAX ROLL (RIVERS EDGE)	468	580290.80	-	491,519.51	1,071,810.31
TOTAL REVENUE	1,461	580,290.80	711,977.50	1,499,920.74	2,792,189.04

RECEIVED				
Series 2008A Debt Paid	Series 2016 Debt Paid	O&M PAID	TOTAL PAID	BALANCE DUE/ (DISCOUNTS NOT TAKEN)
-	\$711,977.51	1,008,401.23	1,720,378.74	(0.01)
-	711,977.51	1,008,401.23	1,720,378.74	(0.01)
582,184.46	-	493,123.49	1,075,307.95	(3,497.63)
582,184.46	711,977.51	1,501,524.72	2,795,686.69	(3,497.64)

DIRECT BILL PERCENT COLLECTED	0.00%	100.00%	100.00%	100.00%
TAX ROLL PERCENT COLLECTED	100.33%	0.00%	100.33%	100.33%
TOTAL PERCENT COLLECTED	100.33%	100.00%	100.11%	100.13%

(1) Developer is on a payment plan for undeveloped land. Assessments are paid 25% by Oct 1, and 25 % by Dec 1 and 25% by Feb 1 and 25% by May 1.

SUMMARY OF TAX ROLL RECEIPTS					
ST JOHNS COUNTY DISTRIBUTION	DATE	AMOUNT	Series 2008A Debt	Series 2016 Debt	O&M
1	11/6/17	657.20	355.82	-	301.38
2	11/15/17	39,431.74	21,348.81	-	18,082.93
3	11/28/17	24,450.20	13,237.63	-	11,212.57
4	12/11/17	113,849.44	61,639.44	-	52,210.00
5	12/27/17	452,732.61	245,114.80	-	207,617.81
Interest	1/4/18	53.67	29.06	-	24.61
6	1/24/18	361,721.10	195,840.09	-	165,881.01
7	2/26/18	63,757.63	34,519.14	-	29,238.49
8	3/13/18	6,391.15	3,460.24	-	2,930.91
9	4/18/18	4,040.51	2,187.58	-	1,852.93
Interest	5/2/18	678.12	367.14	-	310.98
Tax Certificates	6/11/18	1,653.92	895.45	-	758.47
10	6/18/18	5,858.15	3,171.67	-	2,686.48
Interest	7/10/18	32.49	17.59	-	14.90
TOTAL TAX ROLL RECEIPTS		1,075,307.93	582,184.46	-	493,123.49

D.

Rivers Edge
Community Development District

Check Run Summary
August 22, 2018

Fund	Date	Check No.	Amount
General Fund			
<i>Payroll</i>	7/20/18	50373-50374	\$ 369.40
			<hr/>
			Sub-Total \$ 369.40
<i>Accounts Payable</i>	7/5/18	2729-2736	\$ 9,120.84
	7/19/18	2737-2764	\$ 56,445.28
	7/20/18	2765-2765	\$ 791.40
			<hr/>
			Sub-Total \$ 66,357.52
Capital Fund			
<i>Accounts Payable</i>			
			\$ -
			<hr/>
			Sub-Total \$ -
Total			\$ 66,726.92

BR040M-A CHECKS WRITTEN LISTING AS OF 7/31/2018 RUN 8/14/2018 PAGE 1
 CMPY-001 RIVERS EDGE - GENERAL BANK-P RIVERS EDGE PAYROLL

CHECK#	TYPE	SYSTEM	CHECK DATE	CHECK AMT	EMP/CUS/VEN#	DESCRIPTION
050373	R	PR	07/20/2018	184.70	15	JUDITH LONG
050374	R	PR	07/20/2018	184.70	16	CHARLES OATES
			BANK TOTAL	369.40		
			COMPANY TOTAL	369.40		

REDG RIVERS EDGE BSANCHEZ

Attendance Sheet

District Name: Rivers Edge CDD

Board Meeting Date: July 18, 2018

	Name	In Attendance	Fee
1	Jason Sessions <i>Chairman</i>	<input checked="" type="checkbox"/>	NO
2	Justin Frisbee <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	NO
3	Judy Long <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
4	Charles Oates <i>Assistant Secretary</i>	<input checked="" type="checkbox"/>	YES - \$200
5	Tara Jinks <i>Vice Chairperson</i>	<input checked="" type="checkbox"/>	NO

The Supervisors present at the above-referenced meeting should be compensated accordingly.

Approved for Payment:


District Manager Signature

7/18/18
Date

PLEASE RETURN COMPLETED FORM TO BRIAN SANCHEZ

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 8/14/18		PAGE 1	
*** CHECK DATES 07/01/2018 - 07/31/2018 ***		RIVERS EDGE - GENERAL													
		BANK A RIVERS EDGE GENERAL													
CHECK DATE	VEND#INVOICE.....		...EXPENSED TO...			VENDOR NAME			STATUS	AMOUNTCHECK.....			
		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS				AMOUNT	#		
7/05/18	00215	6/24/18	34345	201806	330-57200-34500	QUARTLERY MONITORING				*	105.00				
DYNAMIC SECURITY PROFESSIONALS INC												105.00	002729		
7/05/18	00181	6/28/18	29961702	201806	320-57200-46500	HIGH QUALITY RIGID MAT				*	5,091.04				
		6/28/18	29961702	201806	320-57200-46500	INSTALL				*	300.00				
FAST SIGNS #171701												5,391.04	002730		
7/05/18	00073	7/01/18	13129557	201807	330-57200-45210	JUL POOL MAINTENANCE				*	1,280.13				
		7/01/18	13129557	201807	330-57200-45210	XPC SYSTEM UPGRADE				*	50.00				
POOLSURE												1,330.13	002731		
7/05/18	00074	6/16/18	68790281	201807	330-57200-45800	JULY REFUSE - PARK				*	765.81				
REPUBLIC SERVICES #687												765.81	002732		
7/05/18	00074	6/16/18	68790284	201807	330-57200-45800	JULY REFUSE - CLUBHOUSE				*	765.81				
REPUBLIC SERVICES #687												765.81	002733		
7/05/18	00074	6/16/18	68790399	201807	330-57200-45800	JULY REFUSE - RIVER CLUB				*	404.05				
REPUBLIC SERVICES #687												404.05	002734		
7/05/18	00058	7/01/18	101224	201807	330-57200-34500	JUL CLUBHOUSE MONITOR				*	117.50				
		7/01/18	101224	201807	330-57200-34500	JULY FITNESS MONITOR				*	27.50				
		7/01/18	101224	201807	330-57200-34500	JULY PARK MONITOR				*	39.00				
SONITROL OF NORTH CENTRAL FLORIDA												184.00	002735		
7/05/18	00156	6/13/18	5301865	201806	330-57200-45900	JUN PEST CONTROL				*	175.00				
TURNER PEST CONTROL												175.00	002736		
7/19/18	00077	7/11/18	27642	201806	320-57200-46800	JUN STORMWATER INSPECTION				*	2,100.00				
AEROSTARSEES LLC												2,100.00	002737		
7/19/18	00178	7/15/18	07152018	201807	320-57200-49400	EVENT 7/15/18				*	375.00				
AIRTAT BODYART												375.00	002738		
REDG RIVERS EDGE BSANCHEZ															

*** CHECK DATES 07/01/2018 - 07/31/2018 ***
RIVERS EDGE - GENERAL
BANK A RIVERS EDGE GENERAL

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
7/19/18	00198	7/15/18 07152018	201807 320-57200-49400	EVENT 7/15/18	*	450.00	
				ART-Z FACES			450.00 002739
7/19/18	00164	6/26/18 23482	201806 330-57200-45700	SVC CALL: TENNIS CAMERAS	*	360.00	
				AT SERVICES OF JAX, INC.			360.00 002740
7/19/18	00164	6/29/18 23489	201806 330-57200-45700	SVC CALL: TIMER MODULE	*	120.00	
		6/29/18 23489	201806 330-57200-45700	TIMER INSTALLED STEREO	*	20.00	
				AT SERVICES OF JAX, INC.			140.00 002741
7/19/18	00142	6/14/18 5814573	201806 320-57200-46000	IRRIGATION REPAIRS	*	1,620.00	
				BRIGHTVIEW LANDSCAPE SERVICES INC			1,620.00 002742
7/19/18	00142	6/14/18 5814608	201806 320-57200-46102	REVMOVE TREE/INSTL ZOYSIA	*	6,682.50	
				BRIGHTVIEW LANDSCAPE SERVICES INC			6,682.50 002743
7/19/18	00142	6/20/18 5819741	201805 320-57200-46100	MAY PHASE B MAINTENANCE	*	3,555.00	
				BRIGHTVIEW LANDSCAPE SERVICES INC			3,555.00 002744
7/19/18	00142	6/20/18 5819741B	201806 320-57200-46100	JUN PHASE B MAINTENANCE	*	3,555.00	
				BRIGHTVIEW LANDSCAPE SERVICES INC			3,555.00 002745
7/19/18	00142	6/21/18 14181720	201806 320-57200-46000	IRRIGATION REPAIRS	*	493.50	
				BRIGHTVIEW LANDSCAPE SERVICES INC			493.50 002746
7/19/18	00142	6/21/18 5820410	201806 320-57200-46000	IRRIGATION REPAIRS	*	348.84	
				BRIGHTVIEW LANDSCAPE SERVICES INC			348.84 002747
7/19/18	00142	7/01/18 5825116	201807 320-57200-46100	JUL LANDSCAPE MAINT - OBT	*	18,654.33	
				BRIGHTVIEW LANDSCAPE SERVICES INC			18,654.33 002748
7/19/18	00217	7/17/18 RT12519	201807 320-57200-49400	EVENT 1/25/19 DEPOSIT	*	1,297.50	
				CASINO PARTY PLANNERS OF FLORIDA			1,297.50 002749

REDG RIVERS EDGE BSANCHEZ

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 8/14/18		PAGE 3	
*** CHECK DATES 07/01/2018 - 07/31/2018 ***										RIVERS EDGE - GENERAL			
BANK A RIVERS EDGE GENERAL													
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #						
7/19/18	00020	7/01/18 33447	201807 320-57200-46800	JUL LAKE MAINTENANCE	*	1,915.00							
				CHARLES AQUATICS, INC			1,915.00	002750					
7/19/18	00218	6/09/18 7152018	201806 320-57200-49400	EVENT 6/15/18	*	525.00							
				CST ENTERTAINMENT PRODUCTIONS LLC			525.00	002751					
7/19/18	00090	5/22/18 239	201807 320-57200-49400	EVENT 7/19/18 LIVE MUSIC	*	400.00							
				DERON BAKER			400.00	002752					
7/19/18	00215	3/24/18 33924	201803 330-57200-34500	QUARTERLY MONITORING	*	105.00							
				DYNAMIC SECURITY PROFESSIONALS INC			105.00	002753					
7/19/18	00215	6/04/18 34114	201806 330-57200-34500	AURORA ACCESS INSTALL	*	150.00							
		6/04/18 34114	201806 330-57200-34500	TRIP FEE	*	75.00							
				DYNAMIC SECURITY PROFESSIONALS INC			225.00	002754					
7/19/18	00071	7/03/18 23456417	201806 330-57200-34510	SECURITY 6/18/18-7/1/18	*	2,086.24							
		7/03/18 23456417	201806 330-57200-34510	MILEAGE	*	418.95							
				GIDDENS SECURITY CORPORATION			2,505.19	002755					
7/19/18	00003	7/02/18 186	201807 310-51300-34000	JUL MANAGEMENT FEES	*	3,750.00							
		7/02/18 186	201807 310-51300-35100	JUL INFORMATION TECH	*	208.33							
		7/02/18 186	201807 310-51300-32400	JUL DISSEMINATION	*	750.00							
		7/02/18 186	201807 310-51300-51000	OFFICE SUPPLIES	*	16.05							
		7/02/18 186	201807 310-51300-42000	POSTAGE	*	16.87							
		7/02/18 186	201807 310-51300-42500	COPIES	*	419.70							
				GOVERNMENTAL MANAGEMENT SERVICES			5,160.95	002756					
7/19/18	00219	4/25/18 173220	201804 320-57200-46500	9W LED OMNI DIRECTIONAL	*	82.80							
		4/25/18 173220	201804 320-57200-46500	42W TRIPLE BASE	*	119.76							
				LAMP SALES UNLIMITED, INC.			202.56	002757					

REDG RIVERS EDGE BSANCHEZ													

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/19/18	00220	6/06/18 06062018	201806 320-57200-49400		*	200.00	
		EVENT 3/2/19 DEPOSIT		LISA KELLY-SCOTT			200.00 002758
7/19/18	00187	7/05/18 38090	201807 310-51300-32200		*	4,400.00	
		AUDIT FYE 9/30/2017		MCDIRMIT DAVIS			4,400.00 002759
7/19/18	00127	3/16/18 5096	201807 320-57200-49400		*	495.00	
		OUTDOOR MOVIE SYSTEM					
		3/16/18 5096	201807 320-57200-49400		*	69.00	
		POPCORN MACHINE					
		3/16/18 5096	201807 320-57200-49400		*	24.00	
		100 POPCORN SERVINGS		PROGRESSIVE ENTERTAINMENT			588.00 002760
7/19/18	00005	6/14/18 3056268-	201806 310-51300-48000		*	188.48	
		BID FOR LANDSCAPE/IRRIG		THE ST. AUGUSTINE RECORD			188.48 002761
7/19/18	00005	7/09/18 3061233-	201807 310-51300-48000		*	71.80	
		NOTICE OF MEEING 7/18/18		THE ST. AUGUSTINE RECORD			71.80 002762
7/19/18	00069	7/06/18 07062018	201806 330-57200-45400		*	26.63	
		JUNE GAS		TECO PEOPLES GAS			26.63 002763
7/19/18	00216	6/07/18 06072018	201806 320-57200-49400		*	300.00	
		EVENT 7/23/18		WILD WONDERS ANIMAL SHOW			300.00 002764
7/20/18	00221	7/20/18 142410	201807 310-51300-42500		*	125.00	
		LOAD, READ, CONVERT FILES					
		7/20/18 142410	201807 310-51300-42500		*	433.40	
		NOTICE,PREP,PRINT & MAIL					
		7/20/18 142410	201807 310-51300-42500		*	233.00	
		POSTAGE		ADVANCED DIRECT MARKETING SERVICES			791.40 002765
TOTAL FOR BANK A						66,357.52	
TOTAL FOR REGISTER						66,357.52	

REDG RIVERS EDGE BSANCHEZ



P.O. Box 23861
Jacksonville, FL 32241
904-268-1929
DYSECPRO@aol.com
EF0001108

Invoice

DATE	INVOICE #
6/24/2018	34345

Designers & Consultants of Security, Fire,
Access & CC TV Systems

BILL TO:

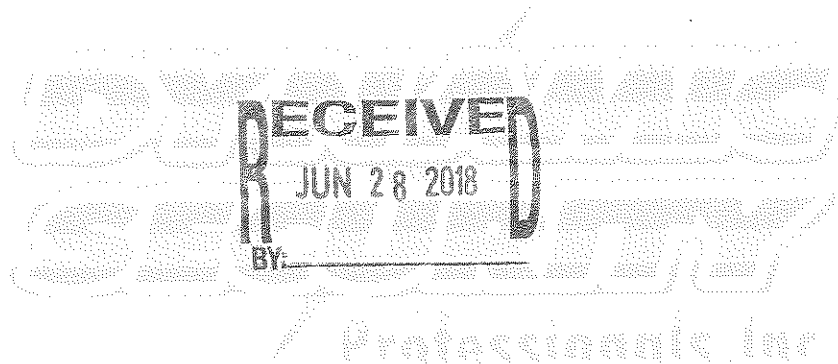
Rivers Edge CDD
475 West Town Place
Suite 114
St. Augustine, FL 32092

160 Riverglade Run
St. Johns, Florida 32259

1.33 - 572.345
215

P.O. NUMBER	TERMS	PROJECT
	Due on receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
3	Quarterly Monitoring of Security System Via Starlink Cellular for 3rd Quarter	35.00	105.00
	Sales Tax	7.00%	7.35



Thank you for your business.

TOTAL**\$112.35**



More than fast. More than signs.™

FASTSIGNS#171701

8535-7 Baymeadows Rd.

Jacksonville, FL 32256

Phone 904-443-7446

Fax. 904-443-6228

Email: sales@fsonbaymeadows.com

Invoice:

Page 1 of 1

299 61702

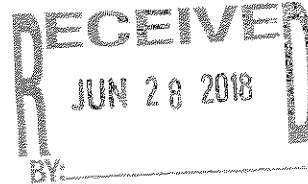
Customer: **Rivers Edge Community Development District**
 Contact: D.J. Smith
 Description: "Danger - Alligators and Snakes" Signs for RiverTown
 Sales Person: Leslie Coffield
 Clerk: Shawn Layton

ph: (904) 940-5361

Email: DJ.Smith@mattamycorp.com

1-32-572-465
181

	Product	Qty	Sides	H x W	Unit Cost	Item Total
1	High Quality Output to Rigid Mat.	25	1	24 x 24	\$203.64	\$5,091.04
	Color: 4/0					
	Description: Print to 3M Vinyl - 3M UV Laminate (matte) - Mounted to 1/4" White PVC that is Mounted to 1/2" White PVC - Mounted on 3x3x71" White Aluminum Post					
	** screws are countersunk and signs overlayed to hide any exposed screws					
	Text: Danger					
	Alligators and Snakes In Area					
	STAY AWAY FROM THE WATER					
	DO NOT FEED THE WILDLIFE					
2	Miscellaneous Installatio	* 25	1	1 x 1	\$12.00	\$300.00
	Description: Assemble Each Sign / Protective Face / Deliver					



Other Payments:

Shipping Notes: Form of Payment / Amount / Initials

Ordered: 6/18/2018 2:07:44PM
 Due: 6/18/2018 4:00:00PM
 Printed: 6/26/2018 9:23:34AM
 Picked Up: 6/25/2018 5:41:34PM

Notes:

*Additional charges may apply if you request pre-assembly of signs to post and/or delivery of them.

Line Item Total:	\$5,391.04
Tax Exempt Amt:	\$5,391.04
Subtotal:	\$5,391.04
Taxes:	\$0.00
Total:	\$5,391.04
Total Payments:	\$0.00
Balance Due:	\$5,391.04

ATTN: D.J. Smith
 Rivers Edge Community Development District
 475 W. Town Place
 Suite 114
 St. Augustine, FL 32092

C.O.D.

Received/Accepted By:

More than fast. More than signs.™



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

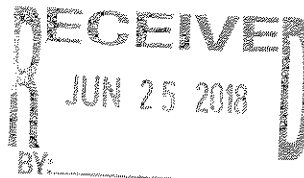
Date 7/1/2018

Invoice # 131295579146

Terms	Net 20
Due Date	7/21/2018
PO #	
Customer #	13RIV125

Bill To Rivers Edge c/o Government Management Services 475 West Town Place Suite 114 St Augustine FL 32092	Ship To River Town CDD 39 Riverwalk Blvd Saint Johns FL 32259 1.33.572.45210 73
--	---

Item ID	Description	Qty	Units	Amount
WM-CHEM-BASE	Water Management Seasonal Billing Rate	1	ea	1,280.13
WM-Wireless Communication Charge	XPC Communication Fee	1	ea	0.00
WM-XPC Upgrade	XPC System Upgrade	1	ea	50.00



Season Billing Schedule:
Summer - April through September monthly service
Winter - October through March monthly service

Total 1,330.13
Amount Due \$1,330.13

Remittance Slip

Customer 13RIV125
Invoice # 131295579146

Amount Due \$1,330.13

Amount Paid

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295579146



**REPUBLIC
SERVICES**

445 Republic Dr
St Augustine FL 32095-860404

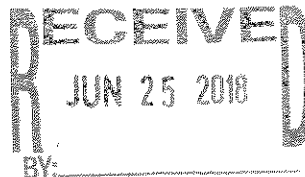
Customer Service (904) 825-0991
RepublicServices.com/Support

Account Number 3-0687-0002582
Invoice Number 0687-000902816
Invoice Date June 16, 2018
Past Due on 06/16/18 \$376.89
Payments/Adjustments \$0.00
Current Invoice Charges \$388.92

Total Amount Due	Payment Due Date
\$765.81	Past Due

CURRENT INVOICE CHARGES

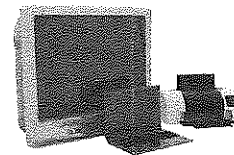
Description	Reference	Quantity	Unit Price	Amount
Riverfront Park 88 River Front Trl PO Y Saint Johns, FL Contract: 9687022 (C51) 1 Waste Container 6 Cu Yd, 1 Lift Per Week Pickup Service 07/01-07/31 Container Refresh 07/01-07/31		1.0000	\$260.00 \$9.00	\$260.00 \$9.00
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee				\$90.45
Total Franchise - Local				\$17.87
Late Fee 06/16				\$5.65
CURRENT INVOICE CHARGES, Due by July 06, 2018				\$388.92



1-33-572-458
74

Electronics Recycling with BlueGuard™

Convenient recycling solutions that are safe for your business and good for our planet. To learn more, visit RepublicServices.com/Electronics



Past Due	30 Days	60 Days	90+ Days
	\$376.89	\$0.00	\$0.00



**REPUBLIC
SERVICES**

445 Republic Dr
St Augustine FL 32095-860404

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

L2RCACDTR 011381



RIVERS EDGE CDD
DAVID PROVOST
475 W TOWN PL
STE 114
ST AUGUSTINE FL 32092-3648



Total Amount Due \$765.81
Payment Due Date Past Due
Account Number 3-0687-0002582
Invoice Number 0687-000902816

☐ For Billing Address Changes,
Check Box and Complete Reverse

Make Checks Payable To:



REPUBLIC SERVICES #687
PO BOX 9001099
LOUISVILLE KY 40290-1099

30687000258200000009028160000388920000765816

L2RCACDTR 011381 1NNNNNNNN NNN NNN 001 001 022769 20821205.1



REPUBLIC
SERVICES

445 Republic Dr
St Augustine FL 32095-860404

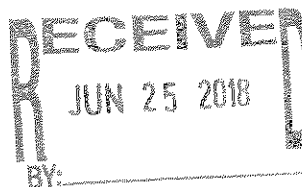
Customer Service (904) 825-0991
RepublicServices.com/Support

Account Number 3-0687-0002898
Invoice Number 0687-000902845
Invoice Date June 16, 2018
Past Due on 06/16/18 \$376.89
Payments/Adjustments \$0.00
Current Invoice Charges \$388.92

Total Amount Due	Payment Due Date
\$765.81	Past Due

CURRENT INVOICE CHARGES

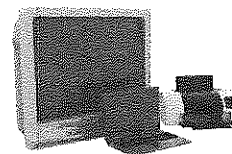
Description	Reference	Quantity	Unit Price	Amount
Rivertown Clubhouse 156 Landing St PO Y Saint Johns, FL Contract: 9687022 (C51) 1 Waste Container 6 Cu Yd, 1 Lift Per Week				
Pickup Service 07/01-07/31			\$260.00	\$260.00
Container Refresh 07/01-07/31		1.0000	\$9.00	\$9.00
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee				\$90.45
Total Franchise - Local				\$17.87
Late Fee 06/16				\$5.65
CURRENT INVOICE CHARGES, Due by July 06, 2018				\$388.92



1-33-572-458
74

Electronics Recycling with BlueGuard™

Convenient recycling solutions that are safe for your business and good for our planet. To learn more, visit RepublicServices.com/Electronics



Past Due	30 Days	60 Days	90+ Days
	\$376.89	\$0.00	\$0.00



REPUBLIC
SERVICES

445 Republic Dr
St Augustine FL 32095-860404

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

L2RCACDTR 011382



RIVERS EDGE CDD
RIVERTOWN CLUB HOUSE D. POWERS
475 W TOWN PL
STE 114
ST AUGUSTINE FL 32092-3648



Total Amount Due **\$765.81**
Payment Due Date **Past Due**
Account Number 3-0687-0002898
Invoice Number 0687-000902845



For Billing Address Changes,
Check One and Complete Below:

Make Checks Payable To:



REPUBLIC SERVICES #687
PO BOX 9001099
LOUISVILLE KY 40290-1099

30687000289800000009028450000388920000765811

L2RCACDTR 011382 1NNNNNNNN NNN NNN 001 001 022771 20821205.1



REPUBLIC
SERVICES

8619 Western Way
Jacksonville FL 32256-036060

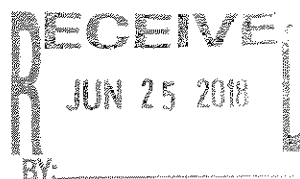
Customer Service (904) 731-2456
RepublicServices.com/Support

Account Number 3-0687-0012047
Invoice Number 0687-000903992
Invoice Date June 16, 2018
Previous Balance -\$22.92
Payments/Adjustments \$0.00
Current Invoice Charges \$426.97

Total Amount Due \$404.05	Payment Due Date July 06, 2018
-------------------------------------	--

CURRENT INVOICE CHARGES

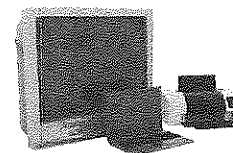
Description	Reference	Quantity	Unit Price	Amount
River Club 160 River Glade Run PO Y Saint Johns, FL Contract: 9687022 (C51) 1 Waste Container 8 Cu Yd, 1 Lift Per Week Pickup Service 07/01-07/31			\$300.00	\$300.00
Container Refresh 07/01-07/31		1.0000	\$9.00	\$9.00
Container Refresh Credit 07/01-07/31		1.0000	\$9.00	-\$9.00
Administrative Fee				\$5.95
Total Fuel/Environmental Recovery Fee				\$100.64
Total Franchise - Local				\$20.38
CURRENT INVOICE CHARGES				\$426.97



1-33-572-458
74

Electronics Recycling with BlueGuard™

Convenient recycling solutions that are safe for your business and good for our planet. To learn more, visit RepublicServices.com/Electronics



REPUBLIC
SERVICES

8619 Western Way
Jacksonville FL 32256-036060

Please Return This
Portion With Payment

Total Enclosed

Return Service Requested

L2RCACDTR 011370



RIVERS EDGE CDD
RIVER CLUB
475 W TOWN PL
STE 114
ST AUGUSTINE FL 32092-3648



Total Amount Due	\$404.05
Payment Due Date	July 06, 2018
Account Number	3-0687-0012047
Invoice Number	0687-000903992

For Billing Address Changes,
Check Box and Complete Payment

Make Checks Payable To:



REPUBLIC SERVICES #687
PO BOX 9001099
LOUISVILLE KY 40290-1099

30687001204700000009039920000426970000404059

L2RCACDTR 011370 1NNNNNNNN NNN NNN 001 001 022747 20821205.1



VERIFIED ELECTRONIC SECURITY

SONITROL OF NORTH CENTRAL FLORIDA

FEID # 20-1355543
2500 NW 10th Street, #103
Ocala, FL 34475
(352) 369-6300

Invoice

Invoice Number
101224

Date
7/1/2018

Customer Number
C120062

Due Date
7/1/2018

To: **Rivers Edge CDD**
475 West Town Place, Ste 114
Saint Augustine, FL 32092

Remit To: **Sonitrol of North Central Florida**
2500 NW 10th Street #103
Ocala, FL 34475

Amount Enclosed: _____

Net Due: \$184.00

Detach And Return Top Portion With Your Payment

TO INSURE PROPER CREDIT, PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Rivers Edge CDD	C120062		7/1/2018	7/1/2018

Quantity	Description	Rate	Amount
	<i>Rivertown Clubhouse, 156 Landing St, St Johns, FL</i>	1-33-572-345	
1.00	Maintenance and/or Monitoring Services 7/1/2018 - 7/31/2018	58	117.50
	<i>Rivertown Community Center Fitness, 140 Landing Street, St Johns, FL</i>		
1.00	Maintenance and/or Monitoring Services 7/1/2018 - 7/31/2018		27.50
	<i>Rivertown Community Park, 159 Landing Street, Saint Johns, FL</i>		
1.00	Maintenance and/or Monitoring Services 7/1/2018 - 7/31/2018		39.00
		Subtotal:	\$184.00
	Tax		0.00
	Payments/Credits Applied		0.00
		Invoice Balance Due:	\$184.00

Date	Invoice #	Description	Open Credits	Current Invoice	Balance Due
7/1/2018	101224	Recurring Services	0.00	\$184.00	\$184.00

TERMS - DUE UPON RECEIPT.

A FINANCE CHARGE OF 1½% OR 18% ANNUAL PERCENTAGE RATE will be charged Past Due Accounts.



Map: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256
904-355-5300 • Fax: 904-353-1499 • Toll Free: 800-226-6385
www.turnerpest.com

Service Slip / Invoice

INVOICE: 5301865
DATE: 06/13/18
ORDER: 5301865

5301865

Bill-To: [233943]
Rivertown Amenity Center
Jason Davidson 140 Landing St
39 River Walk Blvd
Saint Johns, FL 32259-8621

Work Location: [233943] 904-940-0008
Rivertown Amenity Center
39 Riverwalk Blvd
Saint Johns, FL 32259-8621

1-33-572-459
156

Work Date	Time	Target Pest	Technician		Time In
06/13/18	11:06 AM				11:06 AM
Purchase Order	Terms	Last Service	Map Code		Time Out
	NET 30	06/13/18			11:42 AM

Service	Description	Amount
CPCM	Commercial Pest Control - Monthly Service	\$175.00
SUBTOTAL		\$175.00
TAX		\$0.00
TOTAL		\$175.00
AMT. PAID		\$0.00
BALANCE		\$175.00

TECHNICIAN SIGNATURE

* Charges outstanding over 30 days from the date of service are subject to a 1 1/2% FINANCE CHARGE PER MONTH or annual percentage rate of 18%. Customer agrees to pay accrued expenses in the event of collection. I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE

Kylie
CUSTOMER SIGNATURE



July 11, 2018
Invoice No. 27642
Project No. M3001.0147.13

Mr. David Provost
Rivers Edge CDD
NE Regional Office
4500 SR 13
St. Johns, Florida 32259

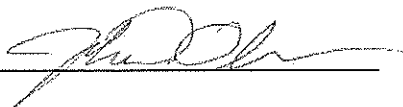
**RE: Stormwater Inspection Services – June 2018
Rivertown
St. Johns County, Florida**

RECEIVED
JUL 18 2018
ST. JOHNS COUNTY

Lump Sum Services

Task 2-4 Weekly Site Inspections – 4 weekly @ \$525.00/week..... \$2,100.00

Total Amount Due \$2,100.00

Approved by Project Manager: 

1.32.572.468
77

THANK YOU FOR YOUR BUSINESS!

TERMS: Total amount due on receipt of invoice. A finance charge equal to 18% per annum (1.5% per month) will be added to all balances over 30 days with a minimum late charge of \$15.00.

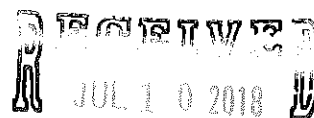
AirTatBodyArt

Client Event Information Page

Thank you for choosing AirTatBodyArt services for your event. We take great pride in offering the best services and using the highest quality paints on the market! For the last 12 years we have had the opportunity to bring fun, family entertainment to thousands of smiling faces in North Florida and surrounding areas.

We look forward to making a lasting impression at your event with airbrushed temporary tattoos and face painting.

Thanks,
AirTatBodyArt



BY:

Prepared for:

Marcie Palochino
Rivertown

1.32.572.494
178

Event Time & Place:

July 15, 2018 - Sunday
1:00 PM to 3:00 PM
Customer's Location

Agreement:

Action Required - Please Re-Approve
Agreement

Revised Agreement << *Click to View & Approve*

Existing Agreement *Accepted June 18, 2018*

Payment Information:

Payment history: Jun 18, 2018 \$125.00 PayPal

Event balance: \$375.00 due July 15, 2018

Payment options: Cash, Check, Mastercard, Visa, American Express, Discover, PayPal, Barter, Direct Deposit & Square

Make check payable to: Airtatbodyart



PayPal Amount

\$ 375.00

Contact Us:

Event Feedback | Book Another Event

Contact Information:

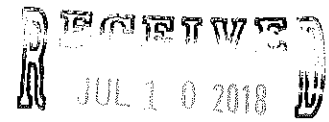
Mailing address: AirTatBodyArt
4203 Windergate Drive
Jacksonville, FL 32257
United States

Phone: (904) 434-6866

Webpage: <http://www.airtatbodyart.com>

Email: Info@airtatbodyart.com

Client Information Page | Contact AirTatBodyArt | AirTatBodyArt Home

**Art-Z-Faces****BY:****Client Event Information Page**

Welcome! As a value added to you, our valued customers, we are happy to provide you with this information page. This page will always be available to you, so please save the link.

Below you will find information regarding our services. Specifically, you may be prompted to accept our service agreement, the accepted agreement will remain here for your reference later. Additionally you will see information regarding payment methods, expanded contact information, as well as feedback forms.

Thank you again, it is a pleasure for us to serve you!

1-32-572-494
198

Prepared for:

Marcy Pollicino
Rivers Edge Community Development District

Event Time & Place:

July 15, 2018 - Sunday
1:00 PM to 3:00 PM
Customer's Location

Agreement of Services:

View Agreement *Accepted June 26, 2018*

Payment Information:

Payment history: Jun 26, 2018 \$50.00 PayPal

Event balance: \$450.00 due July 15, 2018

Payment options: Company Check, Mastercard, Visa, American
Express, Discover & PayPal Preferred

Make check payable to: Art-Z-Faces or Whitney Myers



PayPal Amount

\$ 450.00

Contact Us:

[Event Feedback](#) | [Book Another Event](#)

Contact Information:

Mailing address: Art-Z-Faces
1760 Shadowood Lane
Jacksonville, FL 32207
United States

Phone: (904) 607-1197

Day-of phone: (904) 607-1197

Webpage: <http://www.Art-Z-Faces.com>

Email: artzfacesjax@gmail.com

[Client Information Page](#) | [Contact Art-Z-Faces](#) | [Art-Z-Faces Home](#)



AT Services of North Florida

14286 Beach Blvd Suite 10
Jacksonville, FL 32250

Invoice

Date:

6/26/2018

Invoice #

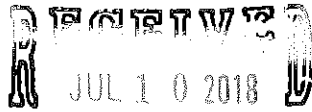
23482

BILL TO:

RIVERS EDGE COMMUNITY
Development District
475 W Town Place Suite 114
Saint Augustine, FL 32092-3649

SHIP TO:

RIVERS EDGE COMMUNITY
Development District
475 W Town Place Suite 114
Saint Augustine, FL 32092-3649

Item	Description	Qty	Rate	Amount
SVC-T	SERVICE CALL: Troubleshoot cameras at tennis court and audio at pool, waiting on surge suppression  JUL 1 0 2018 BY: 1-33-572-457 164	3	120.00	360.00
Comments:		Subtotal:		\$360.00
		Sales Tax:		\$0.00
		Total:		\$360.00
		Phone:	Web Site:	
		9045273546	www.atservicesjax.com	
.THANK.YOU.FOR.YOUR.BUSINESS.				



AT Services of North Florida

14286 Beach Blvd Suite 10
Jacksonville, FL 32250

Invoice

Date:

6/29/2018

Invoice #

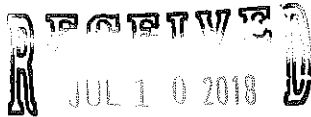
23489

BILL TO:

RIVERS EDGE COMMUNITY
Development District
475 W Town Place Suite 114
Saint Augustine, FL 32092-3649

SHIP TO:

RIVERS EDGE COMMUNITY
Development District
475 W Town Place Suite 114
Saint Augustine, FL 32092-3649

Item	Description	Qty	Rate	Amount
SVC-T	SERVICE CALL:	1	120.00	120.00
Timer	Timer Module installed timer on pool stereo	1	20.00	20.00
 JUL 10 2018 BY: 1-33-572-487 164				
Comments:			Subtotal:	\$140.00
			Sales Tax:	\$0.00
			Total:	\$140.00
Phone:		Web Site:		
9045273546		www.atservicesjax.com		
.THANK.YOU.FOR.YOUR.BUSINESS.				

INVOICE

BrightView

Landscape Services

Sold To: 14181720
Rivers Edge CDD
c/o Governmental Management Services
475 W Town PL Ste 114
St Augustine FL 32095

Customer #: 14181720
Invoice #: 5814573
Invoice Date: 6/14/2018
Sales Order: 6658576
Cust PO #:

Project Name: RiverTown CDD - Lateral and mainline reroute in Kendell Crossing, stern wheel.

Project Description: RiverTown CDD - Lateral and mainline reroute in Kendell Crossing, stern wheel.

Job Number	Description	Amount
346102145	RiverTown CDD Misc. parts Labor / 2 tech	1,620.00
<div>BB Irrigation 1,32,572.46 142</div>		
Total Invoice Amount		1,620.00
Taxable Amount		
Tax Amount		
Balance Due		1,620.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904 292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 14181720
Invoice #: 5814573
Invoice Date: 6/14/2018

Amount Due: \$1,620.00

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Rivers Edge CDD
c/o Governmental Management Services
475 W Town PL Ste 114
St Augustine FL 32095

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

INVOICE

BrightView

Landscape Services

Sold To: 14181720
Rivers Edge CDD
c/o Governmental Management Services
475 W Town PL Ste 114
St Augustine FL 32095

Customer #: 14181720
Invoice #: 5814608
Invoice Date: 6/14/2018
Sales Order: 6625911
Cust PO #:

Project Name: RiverTown CDD: Remove 4 large trees by Playground area, one next to path and 2 in front Island
Project Description: Remove 4 large trees by Playground area, one next to path and 2 in front Island

Job Number	Description	Amount
346102145	RiverTown CDD Remove 4 large trees by Playground area, one next to path an Install Zoysia 88 landscape 1-32-512-46102 142	6,682.50
Total Invoice Amount		6,682.50
Taxable Amount		
Tax Amount		
Balance Due		6,682.50

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904 292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 14181720
Invoice #: 5814608
Invoice Date: 6/14/2018

Amount Due: \$ 6,682.50

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Rivers Edge CDD
c/o Governmental Management Services
475 W Town PL Ste 114
St Augustine FL 32095

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

INVOICE

BrightView

Landscape Services

Rivers Edge CDD
c/o Governmental Management Services
475 W Town PL Ste 114
St Augustine FL 32095

Customer #: 14181720
Invoice #: 5819741
Invoice Date: 6/20/2018
Cust PO #:

Job Number	Description	Amount
346102145	RiverTown CDD Phase 2b May Maintenance For June	3,555.00
346102145	RiverTown CDD Phase 2b June Maintenance For June	3,555.00
<i>BB</i> <i>Landscape</i> <i>1-32-572-461</i> <i>142</i>		
Total invoice amount		7,110.00
Tax amount		
Balance due		7,110.00

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904-292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account#: 14181720
Invoice #: 5819741
Invoice Date: 6/20/2018

Amount Due: \$7,110.00

Thank you for allowing us to serve you

Please reference the invoice # on your check
and make payable to:

Rivers Edge CDD
c/o Governmental Management Services
475 W Town PL Ste 114
St Augustine FL 32095

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

INVOICE

BrightView

Landscape Services

Sold To: 14181720
Rivers Edge CDD
c/o Governmental Management Services
475 W Town PL Ste 114
St Augustine FL 32095

Customer #: 14181720
Invoice #: 5820409
Invoice Date: 6/21/2018
Sales Order: 6660003
Cust PO #:

Project Name: RiverTown CDD -- Mainline repair
Project Description: RiverTown CDD -- Mainline repair

Job Number	Description	Amount
346102145	RiverTown CDD 3" 90 3" Coupling 3" Pipe Labor (2 tech)	493.50
<div>JB Irrigation 1-32-572-44 142</div>		
Total Invoice Amount		493.50
Taxable Amount		
Tax Amount		
Balance Due		493.50

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 904-292-0716

Please detach stub and remit with your payment

Payment Stub

Customer Account #: 14181720
Invoice #: 5820409
Invoice Date: 6/21/2018

Amount Due: \$ 493.50

Thank you for allowing us to serve you

Please reference the invoice # on your
check and make payable to

Rivers Edge CDD
c/o Governmental Management Services
475 W Town PL Ste 114
St Augustine FL 32095

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

BrightView

No. 1420810

Authorization for Extra Work

SO # 6660003

Date 6/13/18
 Client Name Rivertown
 Client/Jobsite Phone No. _____
 Job Name _____
 Description of Work Mainline Repair across from the Cypress

INTERNAL USE ONLY	
Client Number	<u>34610-2145</u>
Job Number/Coding	<u>2145 1502</u>
Purchase/Work Order	_____
Tax Code:	_____

OTHER NOTES:

- ☐ Do not mail; send invoice back to branch
☐ Attach copy of signed approval letter w/invoice

Item No.	Type of Labor, Equipment or Materials Used	Hours or Quantity	Unit Price	Total
34	20	1	14.00	14.00
34	coupling	2	14.00	28.00
34	pipe	5	2.30	11.50
	Labor (2 min)	8	55.00	440.00
Total Labor & Materials, including Sales Tax				493.50

☒ completed

This bid is valid for 60 calendar days unless otherwise approved by BrightView

THIS IS NOT AN INVOICE

Instructions to Job Superintendent: No work is to be performed without this written authorization being correctly completed and signed by the authorized agent of the Contractor or Owner. Give Customer's Copy to the agent. ALL other copies (with the exception of the Field Copy) MUST be submitted to your branch office promptly upon completion of the work.

Instructions to Contractor or Owner: This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General terms and conditions" which are printed on reverse and are incorporated herein by reference.

X [Signature]
 Approved by BrightView Representative

X PR/C
 Approved by Client Representative

6-13-18
 Date

BrightView
Landscape Services

Customer #: 14181720
Invoice #: 5820410
Invoice Date: 6/21/2018
Sales Order: 6660015
Cust PO #:

Job Number	Description	Amount
346102145	RiverTown CDD 2 1/2" Brass gate valve 2 1/2" Parts Labor	348.84
	<p>28</p> <p>Irrigation</p> <p>1-32-572-46</p> <p>142</p>	
	Total Invoice Amount	348.84
	Taxable Amount	
	Tax Amount	
	Balance Due	348.84

If you have any questions regarding this invoice, please call 904 292-0716

Payment Stub

Amount Due: \$ 348.84

Please reference the invoice # on your
check and make payable to

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655

BrightView

50# 6660015

INTERNAL USE ONLY	
Client Number	31610-2145
Job Number/Coding	2145 1502
Purchase/Work Order	
Tax Code:	

☐ Do not mail; send invoice back to branch

☐ Attach copy of signed approval letter w/invoice

☒ completed

THIS IS NOT AN INVOICE

Instructions to Contractor or Owner. This work order properly signed by your agent has been accepted as authorization to perform the work. An invoice accompanied by a copy of this order will be forwarded to your office for payment when the work is completed. All work will be performed in accordance with the "General terms and conditions" which are printed on reverse and are incorporated herein by reference.

X

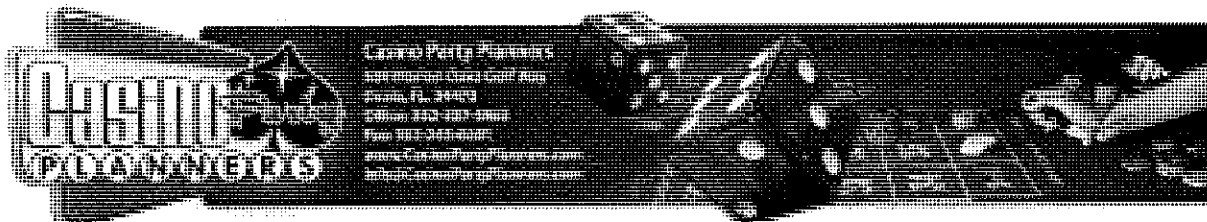
Date _____

BrightView
Landscape Services

Customer #: 16992593
Invoice #: 5825116
Invoice Date: 7/1/2018
Cust PO #:

If you have any questions regarding this invoice, please call 904-292-0716

BrightView Landscape Services, Inc.
P.O. Box 740655
Atlanta, GA 30374-0655



Casino Party Booking Agreement

RT012519

Date Issued 07/17/18 Revision 1 07/17/18

Event Date	Friday, January 25, 2019
Event Location	Rivertown Café' (RiverClub Amenity Center) 160 Riverglade Run, St. Johns, FL 32259 904-679-5523
Event Function	Casino Themed Homeowners Party
Event Duration	2 hours of gaming 7:00 pm to 9:00 pm Guest Arrival: 6:00 pm
Customer	Rivertown
Event Contact Information	Marcy Pollicino Lifestyle Director Cell (904)710-9348 mpollicino@vestapropertyservices.com
Gaming Positions at Once	81
Casino Party Planners contact	Chuck Boggs – (904) 401-3628 chuckb@casinopartyplanners.com
Please CC Michelle on all correspondences	Michelle Cabbage michellec@cpp-fl.com
Drop Off / Pick Up	Delivery prior to event and completed by 5:30pm /Pickup after 9:00 pm

Table	Quantity	Number of Dealers
Stand-up Blackjack	5	5
Texas Holdem Poker (chairs Incl.)	2	2
Single Roulette	1	1
8' Craps	1	2
Pit Boss	1	

Included Services: cards, dice, chips for gaming, Two-Part Drawing Tickets, Small Drawing Drum, **Casino Players Cards for (110+) guests**, delivery, set-up, pick-up and all ancillary equipment for your casino themed event.

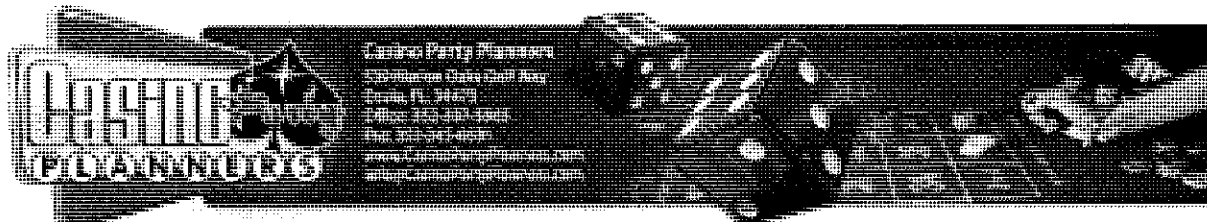
Logistics Report:

Contract Price:

\$2,595.00

Thank you for allowing Casino Party Planners of Florida Inc., to supply your casino party entertainment. We look forward to making your upcoming event a memorable one. When you are ready to accept this agreement please sign and date this agreement on the third page.

1-32-572-494
217



A \$1,297.50 deposit is required at time of booking. A credit card on file reserves the date, the equipment, and the dealer(s) for your party. The remaining balance owed is due in full the day of your event and will be collected prior to set up. If, for any reason you will not be paying in full the day of your event, please contact the office for an approval to move forward with your event. Payments may be made via credit card or check. Our credit card authorization form is located on the last page of this contract. If an invoice is required to process payment, please request in advance of the party date. Non-payment of the balance due on the day of the event will accrue 5% late fees per week until paid

The contract price is the total cost of the event. This price does not include any additional costs incurred during the event such as, chip loss, additional hours requested and legal recovery fees. A client may cancel their event at any time. However, any event cancelled less than ten (10) calendar days prior to the event shall not be eligible for a deposit refund. All other cancellations will be entitled to a 50% refund of their deposit. However, this deposit is fully transferable for another event within the following twelve (12) month calendar year of the original booked date. The deposit is not eligible for refund for transferred events. There are no taxes, additional fees or charges added. The client shall be responsible for all fees related to the recovery of the unpaid balance. These fees shall include, but not be limited, to collection agency fees, attorney's fees and court costs.

If paying by check please make out to Casino Party Planners of Florida Inc. and send to:

**Casino Party Planners of Florida Inc.
539 Marion Oaks Golf Way
Ocala, FL 34473**

Casino Party Planners of Florida Inc. will provide requested gaming tables, any necessary equipment, and agreed upon dealer staff. All male staff will be dressed in tuxedo attire. Female staff will wear black dress pants or a skirt with a black blouse, unless otherwise requested. The three (3) hour casino gaming start and end times are designated in advance by the client on the signed contract. Set up and delivery is included and occurs outside of the requested three (3) hour gaming timeframe. Any time the gaming staff is in place, either on hold or operational, exceeding three (3) hours (either before or after the event) will be charged to the client at a rate of \$25.00 per half hour per dealer. If not included in the final payment by the client on the day of the event an additional invoice for the extra time will be sent. All chips and tokens provided for gaming, unless a customized special order is placed, must be returned to Casino Party Planners of Florida Inc., the date of the event. Chips and tokens not returned will be charged back to the client at \$0.35 per chip/piece.

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256

904-997-0044

Invoice

Date	Invoice #
7/1/2018	33447

Bill To
Rivers Edge Community Development Distric c/o Louis Cowling 475 West Town Place, Suite 114 St. Augustine, FL 32092

Due Date
7/31/2018

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 18 Ponds at River Town and 7 Ponds at CR244 <i>Lakes</i> <i>BB</i> <i>1.32.572.468</i> <i>20</i>	1,915.00	1,915.00
It is a pleasure doing business with you!		Balance Due	\$1,915.00



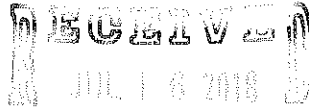
THANK YOU FOR YOUR BUSINESS!

Deron Baker Music LLC

113 Corrientes Ct. Saint Augustine FL 32084

Invoice

Invoice No: 239
Date: 05/22/2018
Terms: NET 58
Due Date: 07/19/2018



Bill To: Rivers Edge CDD
mpollicino@vestapropertyservices.com

Description	Amount
Performance by Deron Baker July 19th 2018 6-8 pm Riverclub Facility	\$400.00

Subtotal \$400.00
Total \$400.00
PAID \$0.00

Pay Now

Invoice2go

Balance Due \$400.00

Comments

***If paying with PayPal or credit card please note that a 3.7% processing fee will be applied.
***PLEASE MAKE PAYMENT TO: Deron Baker Music LLC~ Thank you!

1-320-572-494
90



P.O. Box 23861
Jacksonville, FL 32241
904-268-1929
DYSECPRO@aol.com
EF0001108
Designers & Consultants of Security, Fire,
Access & CC TV Systems

Invoice

DATE	INVOICE #
3/24/2018	33924

BILL TO:

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

160 Riverglade Run
St. Johns, Florida 32259

156260
JUL 18 2018

P.O. NUMBER	TERMS	PROJECT
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Due on receipt

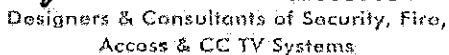
QUANTITY	DESCRIPTION	RATE	AMOUNT
3	Quarterly Monitoring of Security System Via Starlink Cellular for 2nd Quarter	35.00	105.00
	Sales Tax	7.00%	0.00

1-33-572-345
215

Thank you for your business.

TOTAL \$105.00





P.O. Box 23861
Jacksonville, FL 32241
904-268-1929
DYSECPRO@aol.com
EF0001108

DATE	INVOICE #
6/4/2018	34114

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

160 Riverglade Run
St. Johns, Florida 32259

766245
 JUN 18 2018

..... $\alpha = 0.05$

Jason Davidson Due on receipt

2	Installed Aurora Access control software onto (2) computers for location use. Verified connectivity to processors.	75.00	150.00
1	Trip Fee	75.00	75.00
	Sales Tax	7.00%	0.00

1-33-572-345
215

Thank you for your business.

TOTAL	\$225.00
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GIDDENS SECURITY CORPORATION

Invoice

Lic# B0001267
528 S. Edgewood Ave. Suite 1
JACKSONVILLE, FL 32205

Date	Invoice #
7/3/2018	23456417

Bill To
Rivers Edge CDD 475 W. Town Place Suite 114 St. Augustine, FL 32092

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
136	Security Service 06/18/2018-07/01/2018	15.34	2,086.24
735	Mileage	0.57	418.95
<div>1-330-572-34510</div> <div>71</div> <div>RECEIVED JUL 11 2018 BY: _____</div>			

Giddens Security Corporation

Weekly Assignment Calendar by Location - Sorted by Shift Code

Rivertown

Monday, June 18, 2018		Tuesday, June 19, 2018	
■ HOLD OVER-Rivertown: 12:00AM-6:00AM Securo, Ruby	6.00	■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00
■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00		
Wednesday, June 20, 2018		Thursday, June 21, 2018	
■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00	■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00
Friday, June 22, 2018		Saturday, June 23, 2018	
■ Rivertown: 6:00PM-6:00AM Securo, Ruby	12.00	■ Rivertown: 6:00PM-6:00AM Securo, Ruby	12.00
Sunday, June 24, 2018			
■ Rivertown: 6:00PM-12:00AM Securo, Ruby	6.00		

Location: Rivertown
Address: 39 Riverwalk Blvd.
St. Johns FL

Total Weekly Hours: 68.0
Guard: 521-1281 (guard)
Emergency Contact: Eric Lowrie

Notes:

Work:
Home:

Giddens Security Corporation

Weekly Assignment Calendar by Location - Sorted by Shift Code

Rivertown

Monday, June 25, 2018		Tuesday, June 26, 2018	
■ HOLD OVER-Rivertown: 12:00AM-6:00AM Securo, Ruby	6.00	■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00
■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00		
Wednesday, June 27, 2018		Thursday, June 28, 2018	
■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00	■ Rivertown 9p-5a: 9:00PM-5:00AM Tiffin, Donald	8.00
Friday, June 29, 2018		Saturday, June 30, 2018	
■ Rivertown: 6:00PM-6:00AM Securo, Ruby	12.00	■ Rivertown: 6:00PM-6:00AM Securo, Ruby	12.00
Sunday, July 1, 2018			
■ Rivertown: 6:00PM-12:00AM Securo, Ruby	6.00		

Location: Rivertown
Address: 39 Riverwalk Blvd.
 St. Johns FL

Total Weekly Hours: 68.0
Guard: 521-1281 (guard)
Emergency Contact: Eric Lowrie

Notes:

Work:
Home:

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 186

Invoice Date: 7/2/18

Due Date: 7/2/18

Case:

P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees - July 2018 1-31-513-34		3,750.00	3,750.00
Information Technology - July 2018 1-31-513-351		208.33	208.33
Dissemination Agent Services - July 2018 1-31-513-324		750.00	750.00
Office Supplies 1-31-513-51		16.05	16.05
Postage 1-31-513-42		16.87	16.87
Copies 1-31-513-425		419.70	419.70
3			
Total			\$5,160.95
Payments/Credits			\$0.00
Balance Due			\$5,160.95

Lamp Sales Unlimited, Inc.

Invoice

www.lampsalesunlimited.com

REMIT TO:

P.O. Box 10606
Jacksonville, FL 32247
Toll Free (800) 352-8954

Jacksonville

4580 St. Augustine Road
Jacksonville, FL 32207
Phone (904) 737-9292
Fax (904) 737-4333

Orlando

1271 La Quinta Drive Unit # 13
Orlando, FL 32809
Phone (407) 859-1515
Fax (407) 859-2423

Invoice Number: 173220

Sales Order Number: 176111

Customer ID: RIV310

Bill To: **Rivertown St. John's**
676 Sternwheel Drive
St Johns, FL 32259

Ship To: **Rivertown St. John's**
140 Landing St
St Johns, FL 32259

Invoiced Date		Order Date	Phone Number	Ship Via	Terms
04/25/18		04/24/18	(321) 947-8360	Our Truck	Net 30
Purchase Order Number		Description / Job Number			Order Number
ROBERT		Clayton Ipe Humphre			176111
Quantity		Item Number	Item Description	Unit Price	Amount
Req	Shipped B.O.				
12	12	90MNI/LED/30	9W LED OMNI DIR. MED 3K 120V #03440 12/CS WESTINGHOUSE 3B4	6.90	82.80
12	12	CF42DT/E/IN/827	42W TRIPLE 2700K GX24Q4 BASE #20887 50/CS SYLVANIA 2G6 / 113097	9.98	119.76

Subtotal: 202.56
Misc. Charge: 0.00
Sales Tax: 13.16
Freight Charge: 0.00
Invoice total: 215.72

1-32-572-465
219

Street lighting

EB

Thank You



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8013711680C-2	11/30/2016	11/30/2021	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

-LISA KELLY & J.B. SCOTT-

Performing Artist & Clinician Contract (Engagement Agreement)

This contract for the professional musical services of **Ms. Lisa Kelly and/or Mr. J.B. Scott** (hereafter called the "Artist"), for the engagement described below, is made this **6th** day of **June, 2018** between the undersigned Purchaser (hereafter called "Purchaser") and Artist.

1. **Promotional billing of Artist(s) as follows:**
"JB SCOTT'S SWINGIN' ALLSTARS"
2. **Total number of musicians:**
7 (vocal, trumpet, trombone, clarinet, guitar/banjo, bass, drums)
3. **Name and address of place of engagement:**
RiverTown, 160 Riverglade Run, Saint Johns, FL 32259
4. **Date(s) and time(s) of engagement:**
March 2nd, 2019, arrive to set up 11am, PLAY: noon-2pm, (1-15 minute break). (Event is noon-3pm)
5. **Type of engagement:**
Mardi Gras themed pool party for community
6. **Total compensation agreed upon:**
\$1,400.00
- 5
7. **Terms of non-refundable deposit:**
\$ 200.00 to be mailed upon the receiving of this contract.
8. **Terms of final payment:**
\$1,200.00 due in full, any time before performance date, or start of performance on 3-2-2019
9. **All payments payable to:**
CASH, CHECK, CASHIER'S CHECK TO: "LISA KELLY-SCOTT"
10. **Additional requirements:** Band P.A./gear. Purchaser: Even hard surfaced 12x14 covered play area, close electrical outlet/source, bad weather alternate performance area, water and/or other event served beverages.
11. No performance of engagement shall be recorded, reproduced, or transmitted from the place of performance, in any manner or means whatsoever, in the absence of specific written agreement with the Artist, relating to and permitting such recording, reproduction, or transmission. The Artist may enforce this prohibition in any court of competent jurisdiction. *Permission given LKS*
12. This contract, and the terms and conditions herein, may be enforced by the Purchaser, and its agents, and by each musician who is a party to the contract, or whose name appears on the contract or who has, in fact, performed the engagement contracted for (herein called "Participating musicians"), and by the agent(s) of each Participating musician.
13. A representative of the Artist and any designated associates shall have access to the place of engagement covered by this contract for the purposes of communicating with the Artist.
14. Artist shall have the sole and exclusive right, but not the obligation, to sell souvenir merchandise carrying Artist's name including recorded material (CD's, tapes, etc.) in connection with and at the performance hereunder and the receipts thereof shall belong exclusively to Artist.
15. **FORCE MAJEURE:** If Artist shall become ill or incapacitated or if Artist shall be unable to for any reason outside of his/her control to attend engagement, Artist shall not be required to perform, in which instance Artist may offer an alternate date of appearance or alternate replacement artist to be agreed upon by both parties. In the event of

civil disorder the likes of which could result in damage to life or property, **Artist** in his/her sole judgment shall have the right to terminate this agreement at any time without liability. **Artist** will to the best of his/her ability give prompt and personal notice of cancellation to **Purchaser** or designated **Purchaser** representative.

16. **PURCHASER CANCELLATION:** In the event that the **Purchaser** is forced to cancel the engagement because of severe weather related conditions or a calamitous event beyond the control of the **Purchaser**, if personal notice announcing the cancellation of the event is directly given to the **Artist** by the **Purchaser**, before any performing member of the group has left and is in route to the performance site, on the date of performance beginning at midnight, and all performing group members are contacted in time to prevent their traveling to performance site, then Artist agrees to accept ½ (one-half) of the contracted fee (\$700). The balance will otherwise be due in full as specified by this contract, to be issued within 3 (three) days of contracted performance date.

IN WITNESS THEREOF, the parties hereto have set their names and seals on the day and year first written.

PURCHASER(s):

Print Name: Ms. Marcy Pollicino

Signature: _____ Date: _____
Address: RiverTown, 160 Riverglade Run
City: St. Johns, State: FL. Zip: 32259
Phone/cell: 904-679-5523 Email: mpollicino@vestapropertyservices.com

ARTIST OR ARTIST REPRESENTATIVE:

Print Name: Lisa Kelly-Scott

Signature: Lisa Kelly-Scott Date: June 6th, 2018

Address: 1117 Celebrant Drive

City: Jacksonville State: Florida Zip: 32225

Phone: Ms. Kelly/Cell: 904-703-8687; Mr. Scott/Cell: 904-655-3246

Email: KellyScottMusic14@att.net Website: www.kellyscottmusic.com

1. 32-572-494
220

MCDIRMIT DAVIS

CERTIFIED PUBLIC ACCOUNTANTS AND ADVISORS

934 N. Magnolia Ave.
Suite 100
Orlando, FL 32803

(407) 843-5406
www.mcdirmitdavis.com

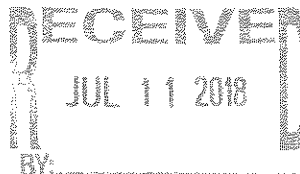
RIVERS EDGE CDD
GOVERNMENTAL MANAGEMENT SERVICES
475 WEST TOWN PLACE
SUITE 114
ST. AUGUSTINE, FL 32092

Date: 7/5/2018
Invoice Number: 38090
Client: 27101.0

Accounting services rendered in connection with the preparation and issuance of audited financial statements for RIVERS EDGE CDD for the year ended September 30, 2017. \$4,400.00

Total Due This Invoice \$4,400.00

1. 310.513.322
187



Thank you for your business.



Total Entertainment Services

Invoice-Agreement

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225

(904) 645-9068 Fax: (904)645-9082

E-mail: bookme@progressiveent.com

www.progressiveent.com

RECEIVED
JUL 16 2018

Invoice date: 3/16/2018 **Invoice #** 5096 **Terms:** At event **PO#**
Customer name: Rivers Edge CDD (RiverTown) **Event type:** Poolside Movie Night
Billing address: 140 Landing Street., St. Johns, Fl. 32259
Original contact person: Marcy Pollicino **Wk:** 904-940-0008 **Cell:** 904-710-9348 **E-mail/ fax:** mpollicino@vestapropertyservices.com
At event contacts with cell: Same
Event date: Friday July 27, 2018 **Hours of event:** 8:30 pm until end of movies **Hours of service:** Same
Approximate set up time: between: 7:00 - 7:30 pm
Location name and address: Same
Where to set up at location: RiverClub **Power within 75':** Yes
Set up-grass or pavement: PV **Water within 75':** n/a **Covered area for entertainer:** n/a

Notes: SUNSET IS AT 8:25 PM ON THIS DATE

SERVICES NEEDED:

* 32' Outdoor Movie System with Technician

* Popcorn Machine

* 100 Servings of Popcorn

(Includes Delivery)

Reg. Rate	\$595.00	Your Cost	\$495.00
Reg. Rate	\$79.00	Your Cost	\$69.00
Reg. Rate	\$28.00	Your Cost	\$24.00
Reg. Total	\$702.00	Your Total	\$588.00
Total Savings		\$114.00	

1-320-572-494

127

Sub Total:	\$588.00
Sales Tax:	\$0.00
Invoice Total:	\$588.00
50 % Deposit required	\$ -
Balance due at set up	\$588.00
Payments received	\$0.00
Current Balance	\$588.00

CANCELLATION, RE-SCHEDULING, INCLEMENT WEATHER POLICY

Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required x _____ Date: _____

Thu, Jun 14, 2018
8:53:50AM

Legal Ad Invoice

The St. Augustine Record

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

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

City: SAINT AUGUSTINE

State: FL

Zip: 32092

Ad Number: 0003056268-01

Start: 06/14/2018

Placement: SA Legals

Copy Line: BID FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES (REQUEST FOR PROPOSALS) RIVERS EDGE CDD

Caller: JENNIFER

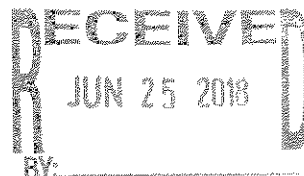
Issues: 1

Rep: Melissa Rhinehart

Paytype: BILL

Stop: 06/14/2018

1-310-513-48
S



The St. Augustine Record

Lines	126
Depth	10.50
Columns	1
Price	\$188.48

**BID FOR LANDSCAPE AND
IRRIGATION MAINTENANCE
SERVICES
(REQUEST FOR PROPOSALS)
RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT
St. Johns County, Florida**

Notice is hereby given that the Rivers Edge Community Development District ("District") will accept bids from qualified firms interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual. The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained beginning **Monday, June 18, 2018 at 10:00 a.m. ("Bid Pick-Up Time")**. Project Manuals will only be available electronically from the District's Engineer, Ryan Sibwell, P.E., at rsibwell@preservec.com. A mandatory pre-bid meeting will be held on **June 26, 2018, at 1:00 p.m. (EST)**, at the Project site, 156 Landing Street, St. Johns, FL 32259 (at the "Riverhouse"). In order to submit a bid, each bidder must (1) be authorized to do business in Florida, and hold all required state and federal licenses, including those with the Florida Department of Transportation and St. Johns County, in good standing; (2) have at least five (5) years experience with landscape maintenance projects; and (3) attend the mandatory pre-bid meeting. All bidders should acquire a copy of the Project Manual prior to the pre-bid meeting. Copies of the Project Manual will not be available at that meeting. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the bid opening, and to provide notice of such changes only to those bidders who have purchased a Project Manual.

Firms desiring to provide services for this project must submit one (1) original and one electronic copy of the required bid no later than **July 11, 2018 at 9:00 a.m. (EST)** at the offices of Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092, Attention: Jim Perry. Bids will be publicly opened at that time. Additionally, as further described in the Project Manual, each bidder shall supply a bid bond or cashier's check in the amount of ten thousand dollars (\$10,000.00) with its bid. Bids shall be submitted in a sealed package, shall bear the name of the bidder on the outside of the package and shall clearly identify the project. Bids will be publicly opened at the time and date stipulated above, those received after the time and date stipulated above will be returned unopened to the bidder. Any bid not completed as specified or missing the required bid documents may be disqualified.

Any protest regarding the Project Manual, including but not limited to protests relating to the bid notice, the bid instructions, the bid forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issue or item relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Bid Pick-Up Time. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor

Thu, Jun 14, 2018
8:53:50AM

Legal Ad Invoice

The St. Augustine Record

used in determining the bid that is in the best interest of the District, but the District explicitly reserves the right to make such award to other than the lowest price bid. The District has the right to reject any and all bids and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail no later than July 5 at 12:00 p.m. to Ryan Stilwell, P.E., at rstilwell@pruzorinc.com, copy to Jim Perry at jperry@gmsafl.com exclusively.

Rivers Edge Community
Development District
Jim Perry, District Manager
00000056268 June 14, 2018

Mon, Jul 9, 2018
8:59:31AM

Legal Ad Invoice

The St. Augustine Record

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

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

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

Ad Number: 0003061233-01

Start: 07/09/2018

Placement: SA Legals

Copy Line: Notice of Meeting Rivers Edge Community Development District The regular meeting of the Board of Supervisors of the Rive

Caller: COURTNEY HOGG

Issues: 1

Rep: Melissa Rhinehart

Paytype: BILL

Stop: 07/09/2018

Lines	46
Depth	4.00
Columns	1
Price	\$71.80

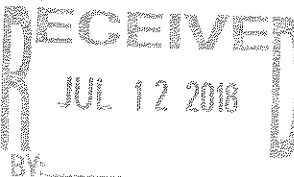
Notice of Meeting
Rivers Edge
Community Development District

The regular meeting of the Board of Supervisors of the Rivers Edge Community Development District will be held on Wednesday, July 18, 2018 at 11:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32259 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at this meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James A. Perry
District Manager
0003061233 July 9, 2018



THE ST. AUGUSTINE RECORD
Affidavit of Publication

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

ACCT: 15655
AD# 0003061233-01
PO#

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

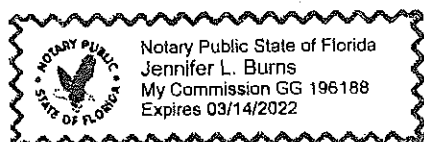
STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **REGULAR MEETING 7/18/18** was published in said newspaper on **07/09/2018**.

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

Sworn to and subscribed before me this JUL 9 2018
by Jennifer L. Burns who is personally known to me
or who has produced as identification

Jennifer L. Burns
(Signature of Notary Public)



Notice of Meeting
Rivers Edge
Community Development District

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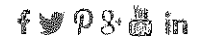
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James A. Perry
District Manager
0003061233 July 9, 2018



ACCOUNT INVOICE

peoplesgas.com



Statement Date: 07/06/2018
Account: 211011179218

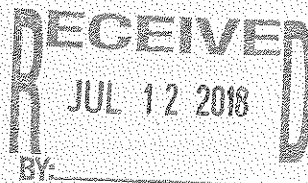
RIVERS EDGE CDD
C/O BERNADETTE PEREGRINO
156 LANDING ST
JACKSONVILLE, FL 32259-8763

1-33-572-454
69

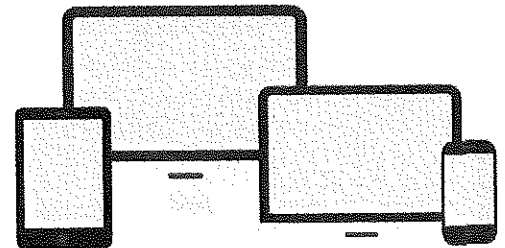
Current month's charges:	\$26.63
Total amount due:	\$26.63
Payment Due By:	07/27/2018

Your Account Summary

Previous Amount Due	\$26.63
Payment(s) Received Since Last Statement	-\$26.63
Current Month's Charges	\$26.63
Total Amount Due	\$26.63

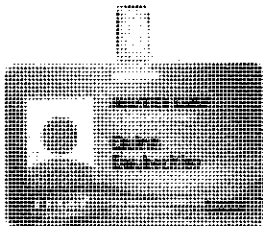


Access your account anytime,
anywhere from any device



Log in to tecoaccount.com
to view and pay your bill, manage
your account and more!

Amount not paid by due date may be assessed a late payment charge and an additional deposit.



Safety tip: ask for identification

Please remember, if someone visits your home or business and claims to be an employee of TECO, ask to see his or her company badge.

To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 211011179218

Current month's charges:	\$26.63
Total amount due:	\$26.63
Payment Due By:	07/27/2018
Amount Enclosed	\$

624222504912

00000705 01 AY 0.37 32092 FTECO107061823283110 00000 05 01000000 005 06 29388 002



RIVERS EDGE CDD
C/O BERNADETTE PEREGRINO
475 W TOWN PL, STE 114
ST AUGUSTINE, FL 32092-3649

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6242225049122110111792180000000026631

ACCOUNT INVOICE



Account: 211011179218
Statement Date: 07/06/2018
Current month's charges due 07/27/2018

Details of Current Month's Charges – Service from - 06/05/2018 to 07/05/2018

Service for: 156 LANDING ST, JACKSONVILLE, FL 32259-8763

Rate Schedule: Small General Service (SGS)

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Measured Volume	x	BTU	x	Conversion =	Total Used	Billing Period
ALQ07118	07/05/2018	1,259		1,258		1 CCF		1.045		1.1168	1.2 Therms	31 Days

Customer Charge								\$25.00				
Distribution Charge				1.2 THMS	@ \$0.43613			\$0.52				
PGA				1.2 THMS	@ \$0.89995			\$1.08				
Florida Gross Receipts Tax								\$0.03				
Natural Gas Service Cost										\$26.63		
Total Current Month's Charges										\$26.63		

Peoples Gas Usage History

Therms Per Day (Average)	
JUL 2018	0.0
JUN	0.0
MAY	0.0
APR	0.0
MAR	0.0
FEB	0.0
JAN	0.0
DEC	8.3
NOV	0.1
OCT	0.0
SEP	0.0
AUG	0.8
JUL 2017	0.4

00000705-0001410-Page 3 of 4

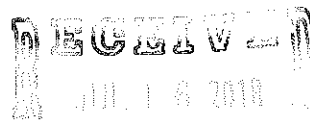


WILD WONDERS ANIMAL SHOWS

"Animals and kids....What's cooler than that?"

Invoice and Confirmation

Michael Rossi
Wild Wonders Animal Show
P.O. Box 614
Middleburg, FL 32050
904-710-5995
Date: 6/7/18



1-320-572-494
216

Billing Address:
Vesta Property Services, Rivertown

PROGRAM TIME: 1:00 pm
Program runs: 45 minutes

COST: \$300.00
Date: July 23, 2018

The Wild Wonders Animal Show proudly presents a musical journey of discovery using animals from around the world. Mike Rossi will be using instruments such as a guitar and an electric keyboard to make a fun and interesting program about animals for children. Children may be called upon to be part of the show by holding select animals, participating in group and individual activities and acting small bits. Costume pieces and props will be used. Mike Rossi has been educating/entertaining children of north Florida and southern Georgia since 2002. Children and adults will be delighted and perhaps enlightened about the wonders of our animal kingdom.

Total Cost: \$300

Program Description: This programs runs 45 minutes. We prefer to be indoors in the summer. We bring 17 animals that are self –contained. We only use about 8 feet of space and need an outlet to plug our computer into and stereo. Children are encouraged to be part of the program by participating in various activities that involve holding animals or acting small parts.

Office Only

Check # _____ or Credit Amount _____ (add \$4.00 for each \$100)

Paid on _____ Total Amount _____

Advanced Direct Marketing Services

3733 Adirolf Rd.

Jacksonville, FL 32207-4719

(V) 904.396.3028 (F) 396.6328

E-mail

john@adm-service.com

Invoice

DATE	INVOICE #
------	-----------

7/20/2018

142410

BILL TO

RIVERS EDGE CDD

475 WEST TOWN PLACE, STE 114

St. Augustine, Fl 32092

P.O. NO.	TERMS	PROJECT
	With Order	

SERVICE DESCRIPTION	QTY	RATE	AMOUNT
CDD NOTICES			
Load, convert file; CASS Certify; Update addresses through National Change of Address data base, prep and output documents and address file	466	0.16094	75.00
5 Page Letter/Signature set-up for merge imaging		50.00	50.00
Laser 5 page letter	466	0.48498	226.00
Gather, Hand Fold customer materials	466	0.14217	66.25
Print #10/24 window envelopes	475	0.15	71.25
Insert one bundle into #10 envelope, seal, sort and mail	466	0.15	69.90
Postage	466	0.50	233.00
Thank you for your business.		Subtotal	\$791.40

Sales Tax (7.0%) \$0.00

Total \$791.40