

Rivers Edge III
Community Development District

August 16, 2023

AGENDA

**Rivers Edge III
Community Development District**
475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.RiversEdge3CDD.com

August 9, 2023

Board of Supervisors
Rivers Edge III Community Development District

Dear Board Members:

The Rivers Edge III Community Development District Board of Supervisors Meeting is scheduled to be held on **Wednesday, August 16, 2023 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.**

Following is the agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Business Items
 - A. Public Hearing for the Purpose of Adopting the Fiscal Year 2024 Budget and Imposing Special Assessments
 1. Consideration of Resolution 2023-11, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2024
 2. Consideration of Resolution 2023-12, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2024
 3. Developer Funding Agreement for Fiscal Year 2024
 - B. Acquisition of Mainstreet Phase 3 & 4 and the Dog Park
 - C. Proposal from Yellowstone for Addition of Mainstreet 3 & 4 and the Dog Park
 - D. Proposal from Charles Aquatics for Pond FFF
 - E. Consideration of Designating a Regular Meeting Schedule for Fiscal Year 2024
- IV. Approval of Consent Agenda
 - A. Minutes of the July 19, 2023 Board of Supervisors Meeting
 - B. Financial Statements as of June 30, 2023

C. Check Register

V. Staff Reports

A. Landscape Maintenance – Report

B. District Engineer

C. District Counsel

D. District Manager

E. General Manager – Monthly Operations Report

VI. Other Business

VII. Supervisor Requests

VIII. Audience Comments

IX. Next Scheduled Meeting – September 20, 2023 at 9:00 a.m. at the RiverTown Amenity Center

X. Adjournment

THIRD ORDER OF BUSINESS

A.

***Rivers Edge III
Community Development District***

Approved Budget
FY 2024



Rivers Edge III

Community Development District

TABLE OF CONTENTS

General Fund Budget	Page 1-2
General Fund Narrative	Page 3-9
Assessments Allocation	Page 10
Series 2021 Debt Service Fund Budget	Page 11
Series 2021 Amortization Schedule	Page 12-13
Capital Reserve Fund	Page 14

Rivers Edge III
Community Development District
 General Fund
 Operating Budget

Description	Adopted Budget FY2023	Actuals as of 6/30/23	Projected Next 3 Months	Total Projected 9/30/23	Approved Budget FY2024
-------------	-----------------------------	-----------------------------	-------------------------------	-------------------------------	------------------------------

Revenues

Assessments-Tax Roll	\$ 280,950	\$ 281,655	\$ -	\$ 281,655	\$ 280,950
Administrative Assessments on Unplatted Land	\$ 78,950	\$ 78,950	\$ -	\$ 78,950	\$ 78,950
Developer Contributions	\$ 595,511	\$ 879,220	\$ -	\$ 879,220	\$ 1,234,555
Miscellaneous Income/Interest	\$ -	\$ 3,608	\$ 750	\$ 4,358	\$ 1,500

Total Revenues	\$ 955,411	\$ 1,243,433	\$ 750	\$ 1,244,183	\$ 1,595,956
-----------------------	-------------------	---------------------	---------------	---------------------	---------------------

Expenditures

Administrative

District Engineer	\$ 5,000	\$ 1,888	\$ 3,112	\$ 5,000	\$ 5,000
District Counsel	\$ 25,000	\$ 14,365	\$ 10,635	\$ 25,000	\$ 25,000
District Management	\$ 28,000	\$ 21,000	\$ 7,000	\$ 28,000	\$ 29,680
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,300
Dissemination Agent	\$ 3,500	\$ 2,625	\$ 875	\$ 3,500	\$ 3,710
Information Technology	\$ 1,200	\$ 900	\$ 300	\$ 1,200	\$ 1,272
Website Administration	\$ 1,800	\$ 1,350	\$ 450	\$ 1,800	\$ 1,908
Annual Audit	\$ 5,800	\$ 5,000	\$ -	\$ 5,000	\$ 5,100
Trustee Fees	\$ 4,000	\$ 5,894	\$ -	\$ 5,894	\$ 6,000
Arbitrage	\$ 600	\$ -	\$ 600	\$ 600	\$ 600
Telephone	\$ 150	\$ 48	\$ 102	\$ 150	\$ 150
Postage	\$ 250	\$ 74	\$ 176	\$ 250	\$ 250
Printing & Binding	\$ 1,000	\$ 313	\$ 687	\$ 1,000	\$ 1,000
Insurance	\$ 5,822	\$ 7,614	\$ -	\$ 7,614	\$ 8,756
Legal Advertising	\$ 1,500	\$ 302	\$ 1,198	\$ 1,500	\$ 1,500
Other Current Charges	\$ 800	\$ 800	\$ -	\$ 800	\$ 800
Office Supplies	\$ 150	\$ 6	\$ 144	\$ 150	\$ 150
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175

Total Administrative	\$ 89,747	\$ 67,355	\$ 25,278	\$ 92,633	\$ 96,351
-----------------------------	------------------	------------------	------------------	------------------	------------------

Grounds Maintenance

Cost Share Landscaping- Rivers Edge	\$ 179,286	\$ 134,465	\$ 44,822	\$ 179,286	\$ 162,917
Field Operations Management (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 18,626
Landscape Maintenance	\$ 201,455	\$ 243,438	\$ 80,745	\$ 324,183	\$ 467,076
Landscape Contingency	\$ -	\$ 62,120	\$ 45,000	\$ 107,120	\$ 10,000
Irrigation Repairs and Maintenance	\$ -	\$ 8,057	\$ 5,000	\$ 13,057	\$ 5,000
Lake Maintenance	\$ 7,000	\$ 8,751	\$ 2,298	\$ 11,049	\$ 20,000
Irrigation Water Use	\$ 13,800	\$ 3,600	\$ 4,500	\$ 8,100	\$ 13,800
Electric	\$ 1,500	\$ 253	\$ 247	\$ 500	\$ 3,000
Street Lighting	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Street and Drainage Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Other Repair & Replacements	\$ 7,225	\$ 24,161	\$ 8,000	\$ 32,161	\$ 10,000

Total Grounds Maintenance	\$ 410,266	\$ 484,843	\$ 190,611	\$ 675,455	\$ 730,420
----------------------------------	-------------------	-------------------	-------------------	-------------------	-------------------

Amenity Center

Cost Share Amenity- Rivers Edge	\$ 316,559	\$ 237,419	\$ 79,140	\$ 316,559	\$ 248,626
Cost Share Amenity- Rivers Edge II	\$ 138,839	\$ 104,129	\$ 34,710	\$ 138,839	\$ 46,753
General Manager (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 24,086
Amenity Manager (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 7,791
Maintenance Service (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 31,535

Rivers Edge III
Community Development District
 General Fund
 Operating Budget

Description	Adopted Budget FY2023	Actuals as of 6/30/23	Projected Next 3 Months	Total Projected 9/30/23	Approved Budget FY2024
Lifestyle Director (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 7,627
Lifeguards (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 47,390
Facility Attendant (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 26,371
Pool Maintenance (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Janitorial (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 13,305
Security Monitoring	\$ -	\$ -	\$ -	\$ -	\$ 1,800
Security Guards	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Telephone	\$ -	\$ -	\$ -	\$ -	\$ 8,500
Insurance	\$ -	\$ 3,757	\$ -	\$ 3,757	\$ 75,000
Fitness Equipment Lease	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Window Cleaning	\$ -	\$ -	\$ -	\$ -	\$ 1,500
Pressure Washing	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Pool Chemicals (Poolsure)	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Natural Gas	\$ -	\$ -	\$ -	\$ -	\$ 500
Electric	\$ -	\$ -	\$ -	\$ -	\$ 20,000
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Amenity Repairs and Replacement	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Refuse	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ 3,600
Fire Alarm System and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Access Cards	\$ -	\$ -	\$ -	\$ -	\$ 1,000
License / Permits	\$ -	\$ -	\$ -	\$ -	\$ 1,800
Speical Events	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Holiday Decorations	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Office Supplies / Postage	\$ -	\$ -	\$ -	\$ -	\$ 1,500
Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 5,500
Total Amenity Center	\$ 455,398	\$ 345,306	\$ 113,849	\$ 459,155	\$ 739,185
General Reserve Fund	\$ -	\$ -	\$ 16,941	\$ 16,941	\$ 30,000
Total Expenditures	\$ 955,411	\$ 897,503	\$ 346,680	\$ 1,244,183	\$ 1,595,956
Excess Revenues (Expenditures)	\$ -	\$ 345,930	\$ (345,930)	\$ -	\$ -

Rivers Edge III
Community Development District
General Fund

REVENUES:

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Assessments

The District will levy a non ad-valorem special assessment on all taxable property within the District to fund a portion of the General Operating Expenditures for the fiscal year. These are collected on the St. Johns County Tax Roll for platted lands. Unplatted lands are direct billed to the landowner.

Administrative Assessments

The District will levy a non-valorem special assessments on unplatted land within the District and are allocates upon the percentage of such undevelopped units planned relative to the budgeted General Administrative costs of the District.

Miscellaneous Income

Income received from access cards, rental fees, miscellaneous deposits, insurance claims, and recreational program revenue.

EXPENDITURES:

Administrative:

District Engineer

The District's engineering firm, Prosser, Inc, will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

District Counsel

The District's legal counsel, Kilinski Van Wyk, PLLC will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Rivers Edge III
Community Development District
General Fund

District Management

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. These services are further outlined in Exhibit “A” of the Management Agreement.

Assessment Administration

Annual fee to Governmental Management Services, LLC for preparation of Assessment Roll.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Information Technology

Represents costs related to the District’s information systems, which include but are not limited to video conferencing services, cloud storage services and servers, security, accounting software, etc.

Website Maintenance

Represents the costs associated with monitoring and maintaining the District’s website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

Trustee Fees

The Trustee at U.S. BANK administers the District’s Series 2021 Capital Improvement Revenue Bonds. The amount represents the annual fee for the administration of the District’s bond issue.

Arbitrage

The District is required to annually have an arbitrage rebate calculation on the District’s Bonds. The District will contract with an independent auditing firm to perform the calculations.

Telephone

Telephone and fax machine.

Rivers Edge III
Community Development District
General Fund

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance (FIA). The amount is based upon prior year's premiums.

Legal Advertising

The District is required to advertise various notices for Board meetings, public hearings etc. in a newspaper of general circulation

Other Current Charges

This includes bank charges and any other miscellaneous expenses that are incurred during the year by the District.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Community Affairs for \$175. This is the only expense under this category for the District.

Grounds Maintenance:

Cost Share Landscaping - Rivers Edge

Shared costs with Rivers Edge CDD for landscaping. Cost share is based on future development and estimated costs.

Field Operations Management (Vesta)

The District has contracted with Vesta Property Services, Inc to provide field operations management to oversee all day-to-day operation of all the Districts assets, common grounds, and service providers.

Landscape Maintenance

The District contracted with Yellowstone to maintain the common areas of the District and Amenity Center.

Landscape Contingency

A provision for additional landscape features or for repair of existing landscaping.

**Rivers Edge III
Community Development District
General Fund**

Irrigation Repairs and Maintenance

The cost of miscellaneous irrigation repairs and maintenance incurred.

Lake Maintenance

The District is in contract with Charles Aquatics, Inc for future ponds coming live in FY24.

Irrigation Water Use

Estimated costs for water, sewer, and irrigation billed to the District by JEA.

Location	Meter	Monthly	Annual
300 Dahlia Falls Dr	89882808	\$ 500	\$ 6,000
438 Meadowcreek Dr	89241610	\$ 140	\$ 1,680
Contingency for new accounts		\$ 510	\$ 6,120
Total		\$ 13,800	

Electric

Estimated costs for electric billed to the District by FPL.

Location	Account	Monthly	Annual
435 Meadow Creek Dr #IRR	9443314324	\$ 150	\$ 1,800
Contingency for new accounts		\$ 100	\$ 1,200
Total		\$ 3,000	

Streetlighting

Estimated costs for electric billed to the District by FPL.

Street and Drainage Maintenance

The estimated costs for street and drainage repairs.

Other Repairs and Maintenance

Estimated costs for other repairs and maintenance incurred by the district.

Cost Share- Landscaping Rivers Edge

Shared costs with Rivers Edge CDD for landscaping. Cost share is based on future development and estimated costs.

Repairs & Replacements

Represents regular cleaning, supplies, and repairs and replacements for District's Amenity Center.

Rivers Edge III
Community Development District
General Fund

Amenity Center:

Cost Share- Amenity Rivers Edge

Shared costs with Rivers Edge CDD for amenities. Cost share is based on future development and estimated costs.

Cost Share- Amenity Rivers Edge II

Shared costs with Rivers Edge II CDD for amenities. Cost share is based on future development buildout and estimated costs.

General Manager

The District has contracted with Vesta Property Services, Inc. to provide general amenity management, facility administration, and special event coordinator services.

Amenity Manager

The District contracted with Vesta Property Services to provide management services for the Amenity Center.

Maintenance Services

The District has contracted with Vesta Property Services, Inc to provide maintenance and repairs necessary for upkeep of the Amenity Center and common grounds area.

Lifestyle Director

The District has contracted with Vesta Property Services, Inc to provide planning, implementation, and supervision of the day-to-day social, recreational group activities and entertainment for the residents living at the community.

Lifeguards/Pool Attendants

The District has contracted with Vesta Property Services, Inc. to provide pool lifeguards/or pool attendants during the operating season for the pool.

Facility Attendant

The District has contracted with Vesta to provide community facility staff for the amenity center to greet patrons, providing facility tours, issuance of access cards and policy enforcement.

Pool Maintenance

The District is under contract with Vesta Property Services, Inc. for the maintenance of the Amenity Center Swimming Pools.

Rivers Edge III
Community Development District
General Fund

Janitorial Services

The District is under contract with Vesta Property Services, Inc. to provide janitorial cleaning for the Amenity Center.

Security Monitoring

Maintenance costs of the security alarms/cameras provided by Sonitrol and quarterly monitoring by.

Security Guards

The district is contracted with Giddens Security to provide security patrols and mileage reimbursement for District Property at \$15.34/hour and .56/mile and St. Johns Sherriff's office to provide off-duty patrol.

Telephone

The estimated cost for telephone and Internet services for the Amenity Center provided by AT&T.

Insurance

The District's Property Insurance policy is with Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies. The amount budgeted represents the estimated premium for property insurance related to the Amenity and other District facilities.

Fitness Equipment Lease

The District has contracted with Municipal Asset Management, Inc. to rent fitness equipment.

Window Cleaning

The District will have windows cleaned inside and outside three times a year.

Pressure Washing

Estimated costs to have the District Amenity Center pressure washed.

Pool Chemicals (Poolsure)

The District is under contract with Poolsure for the chemicals of the Amenity Center Swimming Pools.

Natural Gas

The District is under contract with TECO Peoples Gas to provide gas for fire place and gas grills.

Electric

Estimated costs for electric billed to the district by FPL.

Rivers Edge III
Community Development District
General Fund

Water & Sewer

Estimated costs for sewer, water, and irrigation for the amenity center billed to the district by JEA.

Amenity Repair and Replacements

Represents regular cleaning, supplies, and repairs and replacements for District's Amenity Center.

Refuse Service

Garbage disposal services for the Amenity Centers provided Republic Services.

Pest Control

The District is contracted with Turner's Pest Control to provide for pest control services.

Fire Alarm System and Maintenance

Estimated costs of fire alarm systems and maintenance.

Access Cards

Represents the estimated cost for access cards to the District's Amenity Center.

License/Permits

Represents license fees for amenity center and permit fees paid to the Florida Department of Health in St. Johns County for the swimming pool.

Special Events

Represents estimated costs for the District to host special events for the community throughout the Fiscal Year.

Holiday Decorations

Represents estimated costs for the District to decorate the Amenity center for the holidays.

Office Supplies/Postage

Costs of supplies and postage incurred for the operation of the Amenity Center.

Capital Expenditures

Represents new capital related purchases for the operation of the Amenity Center.

General Reserve

Establishment of general reserve to fund future replacements of Capital items.

Rivers Edge III Community Development District

FY 2024 Operations and Maintenance Methodology

Equivalent Residential Unit Allocation

Assessments per Unit - Net and Gross

Land Use / Product Type	ERU per Unit	Current Platted Units	Unplatted Units	Total Units	Total ERU's	Total Unplatted ERU's	FY 2024 Budget Allocation	FY 2024 Per Unit Net Assessment	FY 2024 Per Unit Gross Assessment	FY 2023 Per Unit Gross Assessment	Increase/(Decrease) Per Unit Gross Assessment
Single Family - 40' Lot	0.74	122	473	595	440.30	350.02	\$149,895	\$1,228.65	\$1,307.07	\$1,307.07	\$0.00
Single Family - 60' Lot	1	0	426	426	426.00	426	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Single Family - 65' Lot	1	80	234	314	314.00	234	\$131,055	\$1,638.19	\$1,742.75	\$1,742.75	\$0.00
Single Family - 70' Lot	1.2	0	112	112	134.40	134.4	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Single Family - 80' Lot	1.33	0	80	80	106.40	106.4	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Total		202	1325	1,527	1421.10	1250.82	\$280,950				

Platted ERU's	11.98%
Unplatted ERU's	88.02%
Developer Assessments on Unplatted Land	\$78,950

FY 2024 Budget

Administrative	96,351
Field and Grounds	730,420
Amenity Center	739,185
Capital Reserve Fund	30,000
Less: Dev contr	(1,234,555)
Less: Admin Assess on Unplatted Land	(78,950)
Less: Interest	(1,500)
Net Assessments	280,950

Rivers Edge III
Community Development District
Series 2021
Debt Service Budget

Description	Adopted Budget FY2023	Actuals as of 6/30/23	Total Projected 9/30/23	Approved Budget FY2024
Revenues				
Special Assessments - Tax Collector	\$ 193,442	\$ 193,927	\$ 193,927	\$ 193,442
Special Assessments - Direct	\$ 357,352	\$ 357,352	\$ 357,352	\$ 357,352
Interest Income	\$ 1,500	\$ 16,360	\$ 18,000	\$ 7,500
Carryforward Surplus	\$ 183,222	\$ 176,735	\$ 176,735	\$ 194,965
Total Revenues	\$ 735,516	\$ 744,374	\$ 746,015	\$ 753,259
Expenditures				
Interest Expense 11/1	\$ 173,025	\$ 173,025	\$ 173,025	\$ 170,565
Principal Expense 5/1	\$ 205,000	\$ 205,000	\$ 205,000	\$ 210,000
Interest Expense 5/1	\$ 173,025	\$ 173,025	\$ 173,025	\$ 170,565
Total Expenditures	\$ 551,050	\$ 551,050	\$ 551,050	\$ 551,130
Excess Revenues/(Expenditures)	\$ 184,466	\$ 193,324	\$ 194,965	\$ 202,129

Interest Payment 11/1/24 \$ 168,045

Development	Units	Gross Per Unit	Gross Assessments
40' Lot	122	\$899.95	\$109,794
60' Lot	80	\$1,199.94	\$95,995
Gross Total	<u>202</u>		<u>\$205,789</u>
Less Disc. + Collections 6%			(\$12,347)
Net Annual Assessment			\$193,442

Rivers Edge III
Community Development District
Series 2021 Capital Improvement Revenue Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
11/01/23			\$170,565	\$170,565
05/01/24	\$9,475,000	\$210,000	\$170,565	
11/01/24			\$168,045	\$548,610
05/01/25	\$9,265,000	\$215,000	\$168,045	
11/01/25			\$165,465	\$548,510
05/01/26	\$9,050,000	\$220,000	\$165,465	
11/01/26			\$162,825	\$548,290
05/01/27	\$8,830,000	\$225,000	\$162,825	
11/01/27			\$159,450	\$547,275
05/01/28	\$8,605,000	\$235,000	\$159,450	
11/01/28			\$155,925	\$550,375
05/01/29	\$8,370,000	\$240,000	\$155,925	
11/01/29			\$152,325	\$548,250
05/01/30	\$8,130,000	\$245,000	\$152,325	
11/01/30			\$148,650	\$545,975
05/01/31	\$7,885,000	\$255,000	\$148,650	
11/01/31			\$144,825	\$548,475
05/01/32	\$7,630,000	\$265,000	\$144,825	
11/01/32			\$140,188	\$550,013
05/01/33	\$7,365,000	\$275,000	\$140,188	
11/01/33			\$135,375	\$550,563
05/01/34	\$7,090,000	\$285,000	\$135,375	
11/01/34			\$130,388	\$550,763
05/01/35	\$6,805,000	\$295,000	\$130,388	
11/01/35			\$125,225	\$550,613
05/01/36	\$6,510,000	\$305,000	\$125,225	
11/01/36			\$119,888	\$550,113
05/01/37	\$6,205,000	\$315,000	\$119,888	
11/01/37			\$114,375	\$549,263
05/01/38	\$5,890,000	\$325,000	\$114,375	
11/01/38			\$108,688	\$548,063
05/01/39	\$5,565,000	\$335,000	\$108,688	
11/01/39			\$102,825	\$546,513
05/01/40	\$5,230,000	\$350,000	\$102,825	
11/01/40			\$96,700	\$549,525
05/01/41	\$4,880,000	\$360,000	\$96,700	
11/01/41			\$90,400	\$547,100
05/01/42	\$4,520,000	\$375,000	\$90,400	
11/01/42			\$82,900	\$548,300

Rivers Edge III
Community Development District
Series 2021 Capital Improvement Revenue Bonds

AMORTIZATION SCHEDULE

DATE	BALANCE	PRINCIPAL	INTEREST	TOTAL
05/01/43	\$4,145,000	\$390,000	\$82,900	
11/01/43			\$75,100	\$548,000
05/01/44	\$3,755,000	\$405,000	\$75,100	
11/01/44			\$67,000	\$547,100
05/01/45	\$3,350,000	\$425,000	\$67,000	
11/01/45			\$58,500	\$550,500
05/01/46	\$2,925,000	\$440,000	\$58,500	
11/01/46			\$49,700	\$548,200
05/01/47	\$2,485,000	\$460,000	\$49,700	
11/01/47			\$40,500	\$550,200
05/01/48	\$2,025,000	\$475,000	\$40,500	
11/01/48			\$31,000	\$546,500
05/01/49	\$1,550,000	\$495,000	\$31,000	
11/01/49			\$21,100	\$547,100
05/01/50	\$1,055,000	\$515,000	\$21,100	
11/01/50			\$10,800	\$546,900
05/01/51	\$540,000	\$540,000	\$10,800	
11/01/51				\$550,800
		\$9,475,000	\$6,057,450	\$15,532,450

Rivers Edge III
Community Development District
Capital Reserve Fund Budget

Description	Proposed Budget FY2023	Actual as of 06/30/23	Next Next 3 Months	Total Projected 9/30/23	Approved Budget FY2024
REVENUES:					
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ 16,941
Interest	\$ -	\$ -	\$ -	\$ -	\$ 100
Capital Reserve Funding - Transfer In	\$ -	\$ -	\$ 16,941	\$ 16,941	\$ 30,000
TOTAL REVENUES	\$ -	\$ -	\$ 16,941	\$ 16,941	\$ 47,041
EXPENDITURES:					
Repair and Replacements	\$ -	\$ -	\$ -	\$ -	\$ 5,000
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ 5,000
EXCESS REVENUES (EXPENDITURES)	\$ -	\$ -	\$ 16,941	\$ 16,941	\$ 42,041

1.

RESOLUTION 2023-11

THE ANNUAL APPROPRIATION RESOLUTION OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Rivers Edge III Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Rivers Edge III Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND (SERIES 2021)	\$ _____
CAPITAL RESERVE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line-item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line-item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 16th day of August, 2023.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

2.

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge III Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in St. Johns County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), attached hereto as **Exhibit “A”**; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the developer has agreed to directly fund through contributions any funds necessary to provide the operation and maintenance of the services and facilities provided by the District which are not funded through said special assessments; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”**, and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B”**; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B”**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B”**.

- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B”**. Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect 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.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B”**, is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 16th day of August 2023.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

- Exhibit A:** Budget
- Exhibit B:** Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

3.

**FISCAL YEAR 2023/2024 BUDGET DEFICIT FUNDING AGREEMENT BETWEEN
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
AND MATTAMY JACKSONVILLE, LLC**

THIS AGREEMENT (the “**Agreement**”), effective the 1st day of October 2023, by and between:

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

MATTAMY JACKSONVILLE, LLC, a foreign limited liability company, the owner of certain lands within the boundaries of the District, with a principal address of 7800 Belfort Parkway, Suite 195, Jacksonville, Florida 32256, and its successors and assigns (hereinafter “**Landowner**”); and

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, the District has adopted its operating budget for the Fiscal Year 2023/2024 (the “**2024 O&M Budget**”), which budget commenced on October 1, 2023, and concludes on September 30, 2024, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, Landowner is developing certain real property within the District and presently owns the majority of such real property identified in the District’s Fiscal Year 2023/2024 Assessment Roll (the “**Assessment Roll**”), appended to the attached **Exhibit A** and incorporated herein by reference, which real property is located entirely within the District and which real property will benefit from the timely construction and acquisition of the District’s facilities, activities and services and from the continued operations of the District (the “**Property**”); and

WHEREAS, following the adoption of the 2024 O&M Budget, the District has the option of levying non-ad valorem assessments on all land within its boundaries that will benefit from the activities, operations and services set forth in such budget (hereinafter referred to as the “**O&M Assessment(s)**”), or utilizing such other revenue sources as may be available to it; and

WHEREAS, due to the nature of the ownership of the Property, the District is not able to predict with absolute certainty the amount of monies necessary to fund the District’s activities, operations and services set forth in the 2024 O&M Budget; and

WHEREAS, in contemplation of the foregoing, and in lieu of levying an increased amount in O&M Assessments on the Property to fund the 2024 O&M Budget, the Landowner desires to provide the monies necessary to fund the actual expenditures for the Fiscal Year 2023/2024 (hereinafter referred to as the “**O&M Budget Payment**”), not otherwise funded by O&M Assessments levied upon other benefited lands located within the District; and

WHEREAS, Landowner and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit B**, and otherwise as provided herein.

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

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

SECTION 2. PAYMENT OF DISTRICT’S O&M BUDGET.

i. ***Payment of O&M Budget Expenses.*** Upon the District Manager’s written request, the Landowner agrees to make available to the District the monies necessary to fund all expenditures of the 2023/2024 O&M Budget not otherwise funded through O&M Assessments levied upon other benefited lands located within the District, on a continuing basis, within fifteen (15) days of written request by the District. Funds provided hereunder shall be placed in the District’s general checking account. In no way shall the foregoing in any way affect the District’s ability to levy special assessments upon the lands within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District’s 2024 O&M Budget or otherwise.

ii. ***Consent to Funding of 2024 O&M Budget.*** The Landowner acknowledges and agrees that the O&M Budget Payment represents the funding of operations and maintenance expenditures that would otherwise be appropriately funded through O&M Assessments equitably allocated to the Property within the District in accordance with the District’s assessment methodology. Landowner agrees to pay, or caused to be paid, the O&M Budget Payment regardless of whether Landowner owns the Property at the time of such payment subject to the terms set forth in Section 10 herein. Landowner agrees that it will not contest the legality or validity of such imposition, collection or enforcement to the extent such imposition is made in accordance with the terms of this Agreement.

SECTION 3. CONTINUING LIEN. The District shall have the right to file a continuing lien upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys’ fees, paralegals’ fees,

expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for FY 2023/2024 O&M Budget" in the public records of St. Johns County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for 2024 O&M Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Landowner has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Landowner sells any of the Property described in **Exhibit B** after the execution of this Agreement, the Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Landowner.

SECTION 4. ALTERNATIVE COLLECTION METHODS.

i. In the alternative or in addition to the collection method set forth in Section 3 above, the District may enforce the collection of the O&M Budget Payment(s) by action against the Landowner in the appropriate judicial forum in and for St. Johns County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

ii. The District hereby finds that the activities, operations and services funded by the O&M Budget Payment(s) provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Landowner agrees that the activities, operations and services that will be funded by the O&M Budget Payment(s) provide a special and peculiar benefit to the Property in excess of the costs thereof on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the St. Johns County property appraiser.

SECTION 5. NOTICE. All notices, payments and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

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

With a copy to: Kilinski Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Landowner: Mattamy Jacksonville, LLC
7800 Belfort Parkway, Suite 195
Jacksonville, Florida 32256
Attn: _____

SECTION 6. AMENDMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 7. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 9. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the matter described in Sections 3 and 4 above.

SECTION 10. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, including the Property, the Landowner shall continue to be bound by the terms of this Agreement and additionally shall

expressly require that the purchaser agree to be bound by the terms of this Agreement. The Landowner shall give ninety (90) days prior written notice to the District under this Agreement of any such sale or disposition.

SECTION 11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree that venue shall be in St. Johns County, Florida.

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

SECTION 13. EFFECTIVE DATE. The Agreement shall take effect as of October 1, 2023. The enforcement provisions of this Agreement shall survive its termination, until all payments due pursuant to this Agreement are paid in full.

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

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

MATTAMY JACKSONVILLE, LLC,
a foreign limited liability company

EXHIBIT A: Fiscal Year 2023/2024 O&M Budget & Assessment Roll

EXHIBIT A
FISCAL YEAR 2023/2024 O&M BUDGET & ASSESSMENT ROLL

B.

RIVERS EDGE III CDD

Acquisition of Mainstreet Phase 3 and 4 Improvements and Work Product August 2023

ACQUISTION LETTER

August ____, 2023

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

RE: Acquisition of Mainstreet Phase 3 and 4 Improvements and Work Product

Dear Mr. McGaffney:

Mattamy Jacksonville LLC has completed and wishes to sell to the District certain _____ improvements (the "Improvements"), and associated plans, designs, permits and other work product (the "Work Product"), as more particularly described at **Exhibit A**. Mattamy Jacksonville wishes to convey the Improvements and the Work Product, which were included in the District's *Master Improvement Plan Report*, dated June 5, 2020, to the District pursuant to the *Agreement Between the District and Mattamy Regarding the Acquisition of certain Work Product, Improvements, and Real Property* with the expectation that Mattamy Jacksonville may be reimbursed for all or part of the Improvements and/or Work Product from available bond proceeds now or in the future, should such funds become available. The actual cost of constructing the Improvements and completing the Work Product is \$_____.

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

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

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

ACKNOWLEDGED AND AGREED TO BY:

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

Chairman
Rivers Edge III Community
Development District

By: Cliff Nelson
Its: Vice President

cc: Lauren Gentry, District Counsel
Ryan Stilwell, P.E., District Engineer

Enclosure

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All of the following identified below:

Roadway Improvements

Phase 3 - All roadways and related earthwork and drainage improvements, electrical improvements, street light improvements, landscaping and hardscaping improvements, and all appurtenances thereto located within the rights-of-way titled “Rivertown Main Street” and “Grand Bridge Drive” as identified on the Plat titled “Rivertown Main Street,” recorded at Book 112, Pages 63, et seq., of the Official Records of St. Johns County.

Phase 4 - All roadways and related earthwork and drainage improvements, electrical improvements, street light improvements, landscaping and hardscaping improvements, and all appurtenances thereto located within the rights-of-way titled “Rivertown Main Street” as identified on the Plat titled “Rivertown Main Street – Phase Four,” recorded at Book ___, Pages ___, et seq., of the Official Records of St. Johns County.

Stormwater Management System Improvements

All pond/stormwater management infrastructure together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities located within tracts SWMF-1A, SWMF-1B, SWMF-2, SWMF-3, and SWMF-4, each as identified on the on the Plat titled “Rivertown Main Street – Phase Four,” recorded at Book ___, Pages ___, et seq., of the Official Records of St. Johns County.

Landscaping/Hardscaping/Open Space Improvements

All conservation areas, plants, trees, timber, shrubbery, and other landscaping and plantings, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, together with all open space, signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements located on Tracts O-1, O-2, O-3, O-4, and C, as identified on the Plat titled “Rivertown Main Street – Phase Four,” recorded at Book ___, Pages ___, et seq., of the Official Records of St. Johns County.

Work Product:

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

Table 1: Total Costs

<u>Contractor</u>	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Reimbursable Amount</u>
<i>Phase 3 Improvements</i>			

<i>Phase 4 Improvements</i>			
<i>Work Product</i>			
TOTALS:			

**AFFIDAVIT REGARDING COSTS PAID
ACQUISITION OF IMPROVEMENTS AND WORK PRODUCT
MAINSTREET PHASE 3 AND PHASE 4**

STATE OF FLORIDA
COUNTY OF _____

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

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Cliff Nelson and I am employed by the Developer as **Vice President**. I have authority to make this affidavit on behalf of the Developer.
3. Developer is the primary owner and/or developer of certain lands within the Rivers Edge III Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Master Improvement Plan Report*, dated June 5, 2020, among other applicable reports related to the future bond series (“**Engineer’s Report**”), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has acted as prime general contractor and has expended funds to construct improvements and to complete or cause to be completed certain associated work product as described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the improvements/work product completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, Developer agrees to timely make payment for any remaining amounts due to contractors or professionals. Evidence of costs paid, including payment applications, invoices, and other documentation, is complete and on file with the Developer, and is capable of being produced upon request.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this _____ day of August, 2023.

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

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

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

By: Cliff Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this _____ day of August, 2023, by Cliff Nelson, Vice President of Mattamy Jacksonville LLC, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

**DISTRICT ENGINEER’S CERTIFICATE
ACQUISITION OF IMPROVEMENTS AND WORK PRODUCT
MAINSTREET PHASE 3 AND PHASE 4**

August __, 2023

Board of Supervisors
Rivers Edge III Community Development District

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

Ladies and Gentlemen:

The undersigned, a representative of Prosser, Inc. (“**District Engineer**”), as District Engineer for the Rivers Edge III Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acquisition from Mattamy Jacksonville LLC (“**Developer**”) of certain improvements (“**Improvements**”) and associated work product (“**Work Product**”), all as more fully described in **Exhibit A** attached hereto, and in that certain *Developer Bill of Sale & Assignment [Improvements and Work Product – Mainstreet Phase 3 and Phase 4]* (“**Bill of Sale**”) dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District’s Capital Improvement Plan as set forth in the District’s *Master Improvement Plan Report*, dated June 5, 2020 (“**Engineer’s Report**”), and specially benefit property within the District.
3. In my opinion, the Improvements were installed consistent with all regulatory requirements, including Florida Department of Transportation and St. Johns County, Florida, standards, if applicable, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities, including but not limited to, the Work Product that relates to the Improvements. Prosser further hereby acknowledges that the District is acquiring or has acquired the Improvements and the Work Product developed by Prosser in conjunction therewith and accordingly, the District has the unrestricted right to rely upon the work product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.

5. The total costs associated with the Improvements and Work Product are \$ _____, as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and the Work Product, and (ii) the reasonable fair market value of the Improvements and the Work Product.

6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and the Work Product.

FURTHER AFFIANT SAYETH NOT.

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of August, 2023, by Ryan P. Stilwell, P.E. of Prosser, Inc. who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

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

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

MAINSTREET PHASE 3 AND PHASE 4

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ___ day of July, 2023, by Clifford Nelson, Vice President of **MATTAMY JACKSONVILLE LLC**, with offices located at 4901 Vineland Road, Suite 450, Orlando, FL 32811 (“Developer”), in favor of the **RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT** (“District”), a local unit of special-purpose government situated in St. Johns County, Florida, with offices located at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

SECTION 1. DESCRIPTION OF CONTRACTOR’S SERVICES. Developer has managed, overseen, and contracted for the construction of certain infrastructure improvements (the “Improvements”) and associated plans, designs, permits and other work product (the “Work Product”) related to the development of Mainstreet Phase 3 and Phase 4. The Improvements and Work Product completed and to be acquired are more generally described in the attached **Exhibit A**.

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

SECTION 3. CONTRACT RIGHTS. Developer hereby expressly acknowledges the District’s right to enforce the terms of all contracts, purchase orders, or other agreements under which the Improvements and Work Product were completed, including but not limited to any warranties, contract rights and remedies, standard of care provisions and other forms of indemnification provided therein and/or available under Florida law. Developer agrees to cooperate in obtaining all releases, acknowledgments, and other documents the District requires from contractors and professionals who completed work necessary to construct or produce the Improvements and/or Work Product. In the event that such releases, acknowledgments, or other documents cannot be obtained, Developer agrees to provide such additional warranties or assurances as the District may require.

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

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

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

to the appropriateness of payment made for the Improvements or Work Product.

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

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

ATTEST

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

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

[print name]

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

By: Cliff Nelson
Its: Vice President

[print name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of August, 2023, by Cliff Nelson of Mattamy Jacksonville LLC who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

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

EXHIBIT A

**CONTRACTOR ACKNOWLEDGEMENT AND RELEASE
ACQUISITION OF IMPROVEMENTS**

THIS RELEASE is made to be effective as of the ____ day of August, 2023, by _____ (“**Contractor**”), a Florida Corporation with a principal address of _____, in favor of the **Rivers Edge III Community Development District** (“**District**”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain agreement dated _____, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company (“**Developer**”), attached hereto as **Exhibit A**, (“**Contract**”) Contractor has constructed for Developer certain pond and stormwater infrastructure improvements on the property known as Parcel 26 (“**Improvements**”); and

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

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

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

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

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

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

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

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

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

[CONTRACTOR]

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of August, 2023, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

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

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

MAINSTREET PHASE 3 AND PHASE 4

THIS RELEASE is made the ___ day of August, 2023, by **Prosser, Inc.** (“**Professional**”), a Florida corporation, with an address of 13901 Sutton Park Drive S, Suite 200A, Jacksonville, FL 32224, in favor of **Rivers Edge III Community Development District** (“**District**”), a local unit of special purpose government, being situated in St. Johns County, Florida, and having offices located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

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

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

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

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

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

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

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

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

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

ATTEST

PROSSER, INC.

By: _____

By: Ryan Stilwell

Its: _____

Exhibit A – Description of Work Product

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this _____ day of August, 2023, by Ryan Stilwell of **Prosser Inc.**, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

**DEVELOPER BILL OF SALE & ASSIGNMENT
IMPROVEMENTS AND WORK PRODUCT – MAINSTREET PHASE 3 AND PHASE 4**

This *Developer Bill of Sale & Assignment (Improvements and Work Product – Mainstreet Phase 3)* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ___ day of August, 2023, by **Mattamy Jacksonville LLC (“Grantor”)**, a Delaware limited liability company, whose address 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and to the **Rivers Edge III Community Development District (“Grantee”)**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

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

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

1. Roadway Improvements:

- a. Phase 3 - All roadways and related earthwork and drainage improvements, electrical improvements, street light improvements, landscaping and hardscaping improvements, and all appurtenances thereto located within the rights-of-way titled “Rivertown Main Street” and “Grand Bridge Drive” as identified on the Plat titled “Rivertown Main Street,” recorded at Book 112, Pages 63, et seq., of the Official Records of St. Johns County.
- b. Phase 4 - All roadways and related earthwork and drainage improvements, electrical improvements, street light improvements, landscaping and hardscaping improvements, and all appurtenances thereto located within the rights-of-way titled “Rivertown Main Street” as identified on the Plat titled “Rivertown Main Street – Phase Four,” recorded at Book ___, Pages ___, et seq., of the Official Records of St. Johns County.

2. Stormwater Management System Improvements: All pond/stormwater management infrastructure together with master drainage pipes, structures, inlets, manholes, mitered end sections, headwalls, water control structures catch-basins and related stormwater facilities located within tracts SWMF-1A, SWMF-1B, SWMF-2, SWMF-3, and SWMF-4, each as identified on the on the Plat titled “Rivertown Main Street – Phase Four,” recorded at Book ___, Pages ___, et seq., of the Official Records of St. Johns County.

3. Landscaping/Hardscaping/Open Space Improvements: All conservation areas, plants, trees, timber, shrubbery, and other landscaping and plantings, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, together with all open space, signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements located on Tracts O-1, O-2, O-3, O-4, and C, as identified on the Plat titled “Rivertown Main Street – Phase Four,” recorded at Book ___, Pages ___, et seq., of the Official Records of St. Johns County (together with the

Roadway Improvements and the Stormwater Management System Improvements, the “**Improvements**”); and

4. **Work Product:** All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, “**Work Product**”); and
5. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights);

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

This instrument is subject to the following provisions:

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

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

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

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

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

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

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

h. As consideration for the sale of the Improvements and the Work Product, and subject to (and without intending to alter) the provisions of that certain *Acquisition Agreement Between the Rivers Edge III Community Development District and Mattamy Jacksonville LLC Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property* dated June 15, 2020, among any other applicable acquisition agreements related to future bond series, the Grantee shall make payment for the cost of the Improvements and Work Product up to the amounts set forth in **Exhibit A** from the proceeds of any applicable current or future series of bonds, should such funds become available.

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this ____ day of August, 2023.

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

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

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

By: Cliff Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of *(check one)* physical presence or online notarization this ____ day of August, 2023, by Cliff Nelson, as Vice President of Mattamy Jacksonville LLC, a limited liability company, on behalf of the company, *(check one)* who is personally known to me or who has produced a _____ as identification.

(Affix Notary Seal)

Notary Public, State of Florida
My Commission Expires:

This instrument was prepared by:

Kilinski Van Wyk, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this ___ day of _____, 2023, by and among:

Mattamy Jacksonville LLC, a Delaware limited liability company, whose address 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**Grantor**”); and

[Rivers Edge III Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**” or “**Grantee**”).

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

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

WHEREAS, the Grantor is conveying or plans to convey to the Grantee certain improvements located on property included in the recorded in the Public Records of St. Johns County, to wit: the Plat of “*Rivertown Main Street*,” recorded at Book 112, Pages 63, et seq., of the Official Records of St. Johns County (the “**Phase 3 Plat**”), and the Plat titled “*Rivertown Main Street – Phase Four*,” recorded at Book ___, Pages ___, et seq., of the Official Records of St. Johns County (the “**Phase 4 Plat**”); and

WHEREAS, Grantor desires to grant to the Grantee easements over the properties being more particularly described herein (collectively, “**Easement Area(s)**”) for the purposes of access and maintenance to the improvements; and

WHEREAS, Grantor and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Grantor grant to the District a perpetual easement over the Easement Areas and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Grantor hereby to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the Easement Area(s) described below to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

- (a) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of improvements, located within the following property:

The rights of way identified as “Rivertown Main Street” and “Grand Bridge Drive” as identified on the Phase 3 Plat.

The right of way identified as “Rivertown Main Street” and Tracts O-1, O-2, O-3, O-4, C, SWMF-1A, SWMF-1B, SWMF-2, SWMF-3, and SWMF-4 as identified on the Phase 4 Plat.

3. **Inconsistent Use.** Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default.** A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement.** In the event that either District or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’ fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the

other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

10. **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in St. Johns County, Florida.

11. **Public Records.** Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

13. **Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

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

WITNESSES

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

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

By: _____
Name: _____

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

By: _____
Name: _____

By: Cliff Nelson
Its: Vice President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of August, 2023, by Cliff Nelson as Vice President of Calben (Florida) Corporation, on behalf of Mattamy Jacksonville, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF

(NOTARY SEAL)

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

[Signatures continue on following page]

WITNESSES

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of August, 2023, by _____ as Chairman of the Rivers Edge III Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF

(NOTARY SEAL)

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

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

BILL OF SALE

Roadway Improvements: Main Street Phase 3 and Phase 4

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

1. All roadways including earthwork, roadbed, surfacing, curb, and drainage systems, as well as walkways, multiuse pathways, sidewalks, and related improvements, located within the rights-of-way titled "Rivertown Main Street" and "Grand Bridge Drive" as identified on the Plat titled "Rivertown Main Street," recorded at Book 112, Pages 63, et seq., of the Official Records of St. Johns County; and

All roadways including earthwork, roadbed, surfacing, curb, and drainage systems, as well as walkways, multiuse pathways, sidewalks, and related improvements, located within the right-of-way titled "Rivertown Main Street" as identified on the Plat titled "Rivertown Main Street – Phase 4," recorded at Book ___, Pages ___, et seq., of the Official Records of St. Johns County.

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

[Signature on following page]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this ____ day of August, 2023.

WITNESSES:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

BY: _____

DJ Smith
Its: Chairman

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of August 2023, by DJ Smith, as Chairman of RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT. He is personally known to me or has produced __ as identification.

Signature of Notary Public

Name Typed, Printed or Stamped

My Commission Expires: _____

C.



Landscape Maintenance Services Proposal
prepared for

Rivers Edge-Dog Parks, Walking Paths, Ponds, and Main Street Commons

August 01, 2023



YELLOWSTONE
LANDSCAPE

EXHIBIT "A"

LANDSCAPE MANAGEMENT SERVICES

PRICING SHEET

RIVERS EDGE-DOG PARKS, WALKING PATHS, PONDS, AND MAIN STREET COMMONS

Core Maintenance Services	
Mowing Includes Mowing, Edging, String Trimming, & Cleanup	\$46,496
Detailing Includes Shrub Pruning, Tree Pruning, & Weeding	\$9,800
IPM Includes Fertilization & Pest Control Applications	\$6,560
Irrigation Inspections	\$3,120
Total	\$65,976

Grand Total Annual:	\$65,976.00
Grand Total Monthly:	\$5,498.00

EXHIBIT "B"

PERFORMANCE STANDARDS

RIVERS EDGE-DOG PARKS, WALKING PATHS, PONDS, AND MAIN STREET COMMONS

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

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

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

D.



Aquatic Management Agreement

This **Agreement** dated July 13, **2023**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Rivers Edge CDD III

Property Address _____

Billing Address _____

Phone _____ Cell _____ E-Mail _____

Hereinafter called "**CLIENT**".


1) **Charles Aquatics, Inc.**, agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algicides, as needed, in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): One (1) new pond to be called FFF in Rivers Edge CDD III.

2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

- | | |
|--|---------------------|
| a) Monthly Aquatic Management Services | \$ <u>225.00</u> |
| b) Comprehensive Service Reports following each treatment | \$ <u>Included</u> |
| c) Pollution Liability Insurance | \$ <u>Included</u> |
| d) Grass Carp stocking (Upon Approval) | \$ <u>8.00/fish</u> |
| e) Permitting for Grass Carp | \$ <u>Included</u> |
| f) Fabrication and Installation of Aluminum Fish Barriers | \$ <u>55/sq. ft</u> |

3) **The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (i) on page 2, and will comply with the contents thereof.**

Charles Aquatics, Inc.


James H. Charles, III

Client

Sign _____

Print _____

Date _____

- 4) Payment - This contract has a Net 30 payment requirements. Payments made after 30 days from the date of the invoice will be assessed interest charges in the amount of 1.5% for each month payment is late.
- 5) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** within 30 days of the issuance.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of non-native, invasive aquatic weeds:
- a) **Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and filamentous and macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control.
 - b) **Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
 - c) **Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement but available for an additional fee.**
 - d) **Trash Removal** – Trash removal consists of the physical removal of **minor** trash floating within and from the areas immediately surrounding the **Client’s** waterway(s) and may be provided at no additional cost. Minor trash is defined as the amount of trash that can fit into a 5 gallon bucket. More trash than that will be an additional cost at \$75/manhour. Hypodermic needles, used diapers, used condoms or other biohazards will not be collected.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	_____	_____	_____
b) Water from the treated waterway(s) is used for irrigation.	_____	_____	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	_____	_____	_____
d) Treated waterways are not used for swimming by humans or pets	_____	_____	_____
e) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	_____	_____	_____
f) Any special use of treated waterway which may conflict with treatments.	_____	_____	_____
g) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	_____	_____	_____
h) Restrictions on the use of any aquatic herbicides or algaecides in the waterways to be treated.	_____	_____	_____
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating.	_____	_____	_____

j) **CLIENT** agrees to provide **Charles Aquatics, Inc.** additional details on any conditions (s) checked “**YES**” in boxes adjacent subparagraphs (a) through (i) above on the spaces below:

- k) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (i) above may compromise **Charles Aquatics’** capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the **Agreement**.
- l) Any failure of **CLIENT** to disclose conditions listed in (a) through (i) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics’** ability to provide satisfactory aquatic management service does not relieve **CLIENT’s** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- m) Disclosure by checking and initialing boxes listing **certain** conditions adjacent to subparagraphs (a) through (i)

above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement, Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.** *In the event Client terminates the agreement prior to the end of the initial year, Client agrees to pay Charles Aquatics, Inc. for the balance of the agreement.*
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, General Liability and Pollution Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.** This would include injury or death to humans or animals who swim, drink or fish in waterways.
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages to property resulting from normal activities performed in a responsible manner.
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT, Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

E.

BOARD OF SUPERVISORS MEETING DATES

**RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT & RIVERS EDGE III
COMMUNITY DEVELOPMENT DISTRICT
FOR FISCAL YEAR 2023-2024**

The Board of Supervisors of the Rivers Edge II Community Development District will hold their regular meetings for Fiscal Year 2023-2024 at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259 at 9:00 a.m., with the meetings of the Rivers Edge III Board of Supervisors immediately following on the third Wednesday of each month unless otherwise indicated as follows:

October 18, 2023
December 20, 2023
January 17, 2024
February 21, 2024
March 20, 2024
April 17, 2024
May 15, 2024
June 19, 2024
July 17, 2024
August 21, 2024
September 18, 2024

FOURTH ORDER OF BUSINESS

A.

MINUTES OF MEETING
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Rivers Edge III Community Development District was held on Wednesday, July 19, 2023 at 9:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

DJ Smith <i>by phone</i>	Chairman
Jason Thomas	Vice Chairman
Amber King	Supervisor
Adam Davis	Supervisor

Also present were:

Howard McGaffney	District Manager
Lauren Gentry	District Counsel
Ryan Stilwell	District Engineer
Jason Davidson	General Manager
Kevin McKendree	Field Operations Manager
Mike Scuncio	Yellowstone Landscape

The following is a summary of the discussions and actions taken at the July 19, 2023 meeting.

FIRST ORDER OF BUSINESS **Roll Call**

Mr. McGaffney called the meeting to order at 9:05 a.m.

SECOND ORDER OF BUSINESS **Public Comment**

Mr. March asked about street conditions on Chandler and commented that it's a mess.

Mr. Stilwell stated that Chandler is located within District 1; he will speak to Mr. March after the meeting.

THIRD ORDER OF BUSINESS **Approval of Consent Agenda**

- A. **Minutes of the June 21, 2023 Board of Supervisors Meeting**
- B. **Financial Statements as of May 31, 2023**
- C. **Check Register**

Copies of the minutes, the financial statements and the check register totaling \$114,174.14 were included in the agenda package for the Board's review.

Mr. Thomas stated that he was concerned with the developer contributions as it's showing to be over budget by \$189,000.

Mr. McGaffney stated that he would investigate the expenditures and everything that the developer has paid to date.

On MOTION by Mr. Smith seconded by Mr. Davis with all in favor the consent agenda was approved.

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being nothing to report, the next item followed.

B. District Engineer

1. Kendall Crossing / Main Street Stop Sign Proposal

Mr. Stilwell presented a proposal from American Architectural Graphics totaling \$4,147 to add stop signs at Kendall Crossing and Main Street to make the intersection a three-way stop.

Mr. McGaffney noted the expense would be cost shared.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor the proposal from American Architectural Graphics was approved.

2. Kendall Crossing / Main Street Striping Proposal

Mr. Stilwell presented a proposal from Burnham Construction to add two stop bars at the Main Street and Kendall Crossing intersection for a total of \$1,300.

Mr. McGaffney noted the expense would be cost shared.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor the proposal from Burnham Construction to add two stop bars was approved.

C. District Manager

There being nothing to report, the next item followed.

D. Operations & Maintenance

1. Monthly Operations Report

A copy of the monthly operations report was included in the agenda package. Mr. Davidson noted the new gym equipment is scheduled to be installed on July 27th.

2. Pond Report

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

E. Landscape and Irrigation Maintenance – Monthly Report

Mr. Scuncio provided an overview of Yellowstone's monthly landscape maintenance report, a copy of which was included in the agenda package.

Ms. King stated that she's noticed annuals have died off in certain areas and asked how often they're being replaced.

Mr. Scuncio responded that when there is a bunch of rain, root rot can become a problem, so they're trying to stay on top of that. Annual rotations are done four times per year.

FIFTH ORDER OF BUSINESS

Business Items to be Considered

A. Acquisition of Mainstreet 3 & 4 and the Dog Park

This item was tabled to the August meeting.

B. Proposal from Yellowstone for Addition of Mainstreet 3 & 4 and the Dog Park

This item was tabled to the August meeting.

C. Vesta Property Services Agreement: FY 2023 and 2024 – General Manager and Field Operations Management

Mr. McGaffney presented a draft agreement for general and field operations management for the remainder of Fiscal Year 2023 and Fiscal Year 2024 until the River Lodge comes online. District 3 will bear 20% of the costs for services provided by the General Manager and Field Operations Manager.

Ms. Gentry noted that there were some minor clean-up changes made to the agreement after the agenda was circulated and asked the Board to approve it in substantial form.

Mr. McGaffney added that the first three colored columns should say annual amount, rather than monthly amount and the monthly amounts need to be adjusted.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor the agreement with Vesta Property Services for general and field operations management was approved in substantial form.

D. Consideration of Proposals for Pond Maintenance Services (Cost Share)

Mr. Davidson presented three proposals for pond maintenance services from Lake Doctors, Charles Aquatics and Aquagenix. He noted he met with Charles Aquatics and identified concerns of the Board and staff with the condition of the ponds. He recommended the Board issue a deficiency notice to give Charles Aquatics a chance to improve the conditions.

The Board agreed to issue a notice of deficiency to Charles Aquatics.

E. Proposals for Pool Deck Audio Speaker Repair (Cost Share)

Mr. Davidson presented two proposals to replace the inoperable pool deck speakers at the RiverHouse. He recommended approval of the proposal from 5 Smooth Stones as their proposal includes a surge protector and he has worked with them previously.

Mr. Davidson will inquiry about the warranties as requested by Ms. King.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor replacing the pool deck audio speakers at an amount not to exceed \$10,883.30 was approved subject to confirmation of a five-year manufacturer warranty with Supervisor Thomas authorized to make the final selection.

F. Consideration of Funding Request No. 37

A copy of funding request 37 totaling \$100,828.48 was included in the agenda package.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor funding request number 37 was approved.

SIXTH ORDER OF BUSINESS

Other Business

There being no other business, the next item followed.

SEVENTH ORDER OF BUSINESS Supervisor Requests

There being no further requests, the next item followed.

EIGHTH ORDER OF BUSINESS Audience Comments

A resident commented that the RiverTown community website listed the meeting time at 9:30 a.m.

NINTH ORDER OF BUSINESS

**Next Scheduled Meeting – August 16, 2023
at 9:30 a.m. at the RiverTown Amenity
Center**

TENTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Rivers Edge III

Community Development District

Unaudited Financial Reporting
June 30, 2023



Rivers Edge III
Community Development District
Combined Balance Sheet
June 30, 2023

	<u>Governmental Fund Types</u>			Totals (Memorandum Only)
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	
Assets:				
Cash	\$242,653	---	---	\$242,653
Due From Developer	\$94,044	---	---	\$94,044
Due From Other	\$5,387	---	---	\$5,387
Custody	\$214,556	---	---	\$214,556
Investment - SBA	\$1,088	---	---	\$1,088
<u>Series 2021</u>				
Reserve	---	\$275,400	---	\$275,400
Revenue	---	\$193,443	---	\$193,443
Capital Interest	---	\$2,221	---	\$2,221
Acquisition & Construction	---	---	\$3,402	\$3,402
Utility Deposits	\$1,890	---	---	\$1,890
Prepaid Expenses	\$4,375	---	---	\$4,375
Total Assets	\$563,994	\$471,063	\$3,402	\$1,038,459
Liabilities:				
Accounts Payable	\$94,616	---	---	\$94,616
Fund Balances:				
Nonspendable	\$1,890	---	---	\$1,890
Restricted for Debt Service	---	\$471,063	---	\$471,063
Restricted for Capital Projects	---	---	\$3,402	\$3,402
Unassigned	\$467,488	---	---	\$467,488
Total Liabilities and Fund Equity	\$563,994	\$471,063	\$3,402	\$1,038,459

Rivers Edge III
Community Development District
Statement of Revenues & Expenditures
For The Period Ending June 30, 2023

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 6/30/23	ACTUAL THRU 6/30/23	VARIANCE
Revenues:				
Developer Contrubutions	\$595,511	\$595,511	\$879,220	\$283,709
Assessments-Tax Roll	\$280,950	\$280,950	\$281,655	\$705
Administrative Assessments on Unplatted Land	\$78,950	\$78,950	\$78,950	\$0
Miscellaneous Income/Interest	\$0	\$0	\$3,608	\$3,608
Total Revenues	\$955,411	\$955,411	\$1,243,433	\$288,022

Expenditures

Administrative

Engineering	\$5,000	\$3,750	\$1,888	\$1,862
Arbitrage	\$600	\$450	\$0	\$450
Dissemination Agent	\$3,500	\$2,625	\$2,625	\$0
Attorney	\$25,000	\$18,750	\$14,365	\$4,385
Trustee Fees	\$4,000	\$4,000	\$5,894	(\$1,894)
Management Fees	\$28,000	\$21,000	\$21,000	\$0
Annual Audit	\$5,800	\$5,800	\$5,000	\$800
Assessment Administration	\$5,000	\$5,000	\$5,000	\$0
Information Technology	\$1,200	\$900	\$900	\$0
Website Administration	\$1,800	\$1,350	\$1,350	\$0
Telephone	\$150	\$113	\$48	\$64
Postage	\$250	\$188	\$74	\$114
Printing & Binding	\$1,000	\$750	\$313	\$437
Insurance	\$5,822	\$5,822	\$7,614	(\$1,792)
Legal Advertising	\$1,500	\$1,125	\$302	\$823
Other Current Charges	\$800	\$800	\$800	\$0
Office Supplies	\$150	\$113	\$6	\$106
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Administrative	\$89,747	\$72,710	\$67,355	\$5,355

Grounds Maintenance

Landscape Maintenance	\$201,455	\$201,455	\$243,438	(\$41,983)
Landscape Contingency	\$0	\$0	\$62,120	(\$62,120)
Irrigation Repairs	\$0	\$0	\$8,057	(\$8,057)
Lake Maintenance	\$7,000	\$7,000	\$8,751	(\$1,751)

Rivers Edge III
Community Development District
Statement of Revenues & Expenditures
For The Period Ending June 30, 2023

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 6/30/23	ACTUAL THRU 6/30/23	VARIANCE
Electric	\$1,500	\$1,125	\$253	\$872
Sewer/Water/Irrigation	\$13,800	\$10,350	\$3,600	\$6,750
Cost Share Landscaping- Rivers Edge	\$179,286	\$134,465	\$134,465	\$0
Repair & Replacements	\$7,225	\$7,225	\$24,161	(\$16,936)
Total Field Operations	\$410,266	\$361,620	\$484,843	(\$123,224)
<i>Amenity Center</i>				
Insurance	\$0	\$0	\$3,757	(\$3,757)
Cost Share Amenity- Rivers Edge	\$316,559	\$237,419	\$237,419	(\$0)
Cost Share Amenity- Rivers Edge II	\$138,839	\$104,129	\$104,129	(\$0)
Total Field Operations	\$455,398	\$341,549	\$345,306	(\$3,757)
Total Expenditures	\$955,411	\$775,878	\$897,503	(\$121,626)
Excess Revenues/Expenses	\$0		\$345,930	
Net Change in Fund Balance	\$0		\$345,930	
Fund Balance - Beginning	\$0		\$123,449	
Fund Balance - Ending	\$0		\$469,378	

**Rivers Edge III
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2023**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
Revenues:													
Developer Contributions	\$3,941	\$110,024	\$59,236	\$88,433	\$173,877	\$91,560	\$114,186	\$143,918	\$94,044	\$0	\$0	\$0	\$879,220
Assessments-Tax Roll	\$0	\$11,067	\$61,894	\$143,054	\$53,471	\$7,592	\$2,817	\$1,759	\$0	\$0	\$0	\$0	\$281,655
Administrative Assessments on Unplatted Land	\$39,475	\$19,738	\$19,738	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$78,950
Miscellaneous Income/Interest	\$48	\$59	\$71	\$404	\$653	\$571	\$494	\$639	\$669	\$0	\$0	\$0	\$3,608
Total Revenues	\$43,464	\$140,888	\$140,939	\$231,891	\$228,001	\$99,723	\$117,498	\$146,316	\$94,713	\$0	\$0	\$0	\$1,243,433
Expenditures:													
<u>Administrative</u>													
Engineering	\$235	\$293	\$249	\$235	\$265	\$233	\$378	\$0	\$0	\$0	\$0	\$0	\$1,888
Arbitrage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Dissemination Agent	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$292	\$0	\$0	\$0	\$2,625
Attorney	\$2,140	\$1,807	\$1,942	\$1,896	\$2,306	\$2,230	\$2,045	\$0	\$0	\$0	\$0	\$0	\$14,365
Trustee Fees	\$2,188	\$0	\$0	\$0	\$0	\$0	\$0	\$3,706	\$0	\$0	\$0	\$0	\$5,894
Management Fees	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333	\$2,333	\$0	\$0	\$0	\$21,000
Annual Audit	\$0	\$0	\$0	\$0	\$2,500	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Assessment Administration	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000
Information Technology	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$0	\$0	\$0	\$900
Website Administration	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$0	\$0	\$0	\$1,350
Telephone	\$23	\$21	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$48
Postage	\$3	\$3	\$46	\$6	\$5	\$0	\$3	\$5	\$3	\$0	\$0	\$0	\$74
Printing & Binding	\$96	\$66	\$24	\$12	\$10	\$19	\$9	\$13	\$64	\$0	\$0	\$0	\$313
Insurance	\$7,614	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,614
Legal Advertising	\$302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$302
Other Current Charges	\$0	\$0	\$0	\$400	\$0	\$400	\$0	\$0	\$0	\$0	\$0	\$0	\$800
Office Supplies	\$3	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6
Dues, Licenses & Subscriptions	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Total Administrative	\$20,653	\$5,067	\$5,137	\$5,424	\$7,961	\$8,261	\$5,311	\$6,599	\$2,942	\$0	\$0	\$0	\$67,355
<u>Grounds Maintenance</u>													
Landscape Maintenance	\$26,915	\$26,915	\$27,516	\$27,516	\$26,915	\$26,915	\$26,915	\$26,915	\$26,915	\$0	\$0	\$0	\$243,438
Landscape Contingency	\$1,980	\$0	\$4,920	\$0	\$0	\$1,980	\$0	\$53,240	\$0	\$0	\$0	\$0	\$62,120
Irrigation Repairs	\$2,994	\$340	\$309	\$0	\$2,046	\$0	\$2,367	\$0	\$0	\$0	\$0	\$0	\$8,057
Lake Maintenance	\$766	\$766	\$1,815	\$766	\$766	\$766	\$766	\$1,170	\$1,170	\$0	\$0	\$0	\$8,751
Electric	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$28	\$0	\$0	\$0	\$253
Sewer/Water/Irrigation	\$171	\$693	\$532	\$213	\$364	\$346	\$312	\$372	\$597	\$0	\$0	\$0	\$3,600
Cost Share Landscaping- Rivers Edge	\$14,941	\$14,941	\$14,941	\$14,941	\$14,941	\$14,941	\$14,941	\$14,941	\$14,941	\$0	\$0	\$0	\$134,465
Repair & Replacements	\$0	\$0	\$18,399	\$572	\$4,607	\$12	\$0	\$572	\$0	\$0	\$0	\$0	\$24,161
Total Grounds Maintenance	\$47,794	\$43,683	\$68,460	\$43,464	\$45,059	\$44,976	\$45,329	\$96,666	\$43,651	\$0	\$0	\$0	\$484,843
<u>Amenity Center</u>													
Insurance	\$0	\$0	\$0	\$3,143	\$0	\$614	\$0	\$0	\$0	\$0	\$0	\$0	\$3,757
Cost Share Amenity- Rivers Edge	\$26,380	\$26,380	\$26,380	\$26,380	\$26,380	\$26,380	\$26,380	\$26,380	\$26,380	\$0	\$0	\$0	\$237,419
Cost Share Amenity- Rivers Edge II	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$11,570	\$0	\$0	\$0	\$104,129
Total Amenity Center	\$37,950	\$37,950	\$37,950	\$41,093	\$37,950	\$38,564	\$37,950	\$37,950	\$37,950	\$0	\$0	\$0	\$345,306
Total Expenditures	\$106,397	\$86,699	\$111,547	\$89,980	\$90,970	\$91,800	\$88,590	\$141,215	\$84,543	\$0	\$0	\$0	\$897,503
Excess Revenues (Expenditures)	(\$62,933)	\$54,189	\$29,392	\$141,911	\$137,031	\$7,922	\$28,908	\$5,101	\$10,171	\$0	\$0	\$0	\$345,930

Rivers Edge III
Community Development District
Debt Service Fund - Series 2021
Statement of Revenues & Expenditures
For The Period Ending June 30, 2023

Description	ADOPTED BUDGET	PRORATED BUDGET THRU 6/30/23	ACTUAL THRU 6/30/23	VARIANCE
Revenues:				
Assessments - Tax Roll	\$193,442	\$193,442	\$193,927	\$485
Assessments - Direct Bill	\$357,352	\$357,352	\$357,352	\$0
Interest Income	\$1,500	\$1,500	\$16,360	\$14,860
Total Revenues	\$552,294	\$552,294	\$567,639	\$15,345
Expenditures				
Series 2021				
Interest 11/1	\$173,025	\$173,025	\$173,025	\$0
Interest 5/1	\$205,000	\$205,000	\$205,000	\$0
Principal 5/1	\$173,025	\$173,025	\$173,025	\$0
Total Expenditures	\$551,050	\$551,050	\$551,050	\$0
Excess Revenues (Expenditures)	\$1,244	\$1,244	\$16,589	\$15,345
Net Change in Fund Balance	\$1,244	\$1,244	\$16,589	\$15,345
Fund Balance - Beginning	\$183,222		\$454,474	
Fund Balance - Ending	\$184,466		\$471,063	

Reserve	\$275,400
Revenue	\$193,443
Capitalized Interest	\$2,221
Assessment Receivable	\$0
	\$471,063
	\$471,063

Rivers Edge III
Community Development District
Capital Projects Funds
Statement of Revenues & Expenditures
For The Period Ending June 30, 2023

Description	SERIES 2021
Revenues:	
Interest Income	\$97
Bond Proceeds	\$0
Total Revenues	\$97
Expenditures:	
Capital Outlay	\$0
Cost of Issuance	\$0
Underwriters Discount	\$0
Total Expenditures	\$0
Excess Revenues (Expenditures)	\$97
Other Sources & Uses:	
Transfer In/ (Out)	\$0
Total Other Sources & Uses	\$0
Net Change in Fund Balance	\$97
Fund Balance - Beginning	\$3,305
Fund Balance - Ending	\$3,402

Rivers Edge III
Community Development District
Long Term Debt Report

Series 2021 Capital Improvement Revenue Bonds	
Interest Rate:	2.47% - 3.75%
Maturity Date:	5/1/2051
Reserve Fund Definition:	50% of Maximum Annual Debt at Issuance
Reserve Fund Requirement:	\$275,400
Reserve Fund Balance:	\$275,400
Bonds outstanding - 4/23/2021	\$9,880,000
Less: May 1, 2022 (Mandatory)	(\$200,000)
Less: May 1, 2023 (Mandatory)	(\$205,000)
Current Bonds Outstanding	\$9,475,000

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

Funding Request #	Date of Request	Date Received Developer	Total Amount Received	Total Funding Request FY 22	Total Funding Request FY 23	Balance (Due From Developer)/ Due To
28	10/12/22	11/1/22	\$36,661.67	\$32,720.94	\$3,940.73	\$0.00
29	11/8/22	12/12/22	\$116,197.36	\$6,173.19	\$110,024.17	\$0.00
30	12/7/22	12/22/22	\$59,235.86	\$0.00	\$59,235.86	\$0.00
31	1/9/23	2/1/23	\$88,433.30	\$0.00	\$88,433.30	\$0.00
32	2/8/23	3/8/23	\$173,877.24	\$0.00	\$173,877.24	\$0.00
33	3/8/23	4/3/23	\$91,560.29	\$0.00	\$91,560.29	\$0.00
34	4/11/23	5/2/23	\$114,186.13	\$0.00	\$114,186.13	\$0.00
35	5/11/23	5/26/23	\$143,918.00	\$0.00	\$143,918.00	\$0.00
36	6/12/23		\$94,044.04	\$0.00	\$94,044.04	(\$94,044.04)
Total				\$38,894.13	\$879,219.76	(\$94,044.04)

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF FISCAL YEAR 2023 ASSESSMENTS
10/1/22 - 9/30/23

		ASSESSED			RECEIVED			
ASSESSED TO	# UNITS	SERIES 2021 DEBT INVOICED NET	FY23 O&M	TOTAL NVOICED NET	SERIES 2021 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS NOT TAKEN)
MATTAMY	337	357,352.44	78,950.00	436,302.44	357,352.44	78,950.00	436,302.44	-
TOTAL DIRECT BILLS	337	357,352.44	78,950.00	436,302.44	357,352.44	78,950.00	436,302.44	-
NET REVENUE TAX ROLL	1,312	193,441.78	280,949.59	474,391.37	193,927.27	281,654.73	475,582.00	(1,190.63)
TOTAL REVENUE	1,649	550,794.22	359,899.59	910,693.81	551,279.71	360,604.73	911,884.44	(1,190.63)

DIRECT BILL PERCENT COLLECTED	100.00%	100.00%	100.00%
TAX ROLL PERCENT COLLECTED	40.88%	100.25%	100.25%
TOTAL PERCENT COLLECTED	100.09%	100.20%	100.13%

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments – 50% due December 1, 2021, 25% due February 1, 2021 and 25% due May 1, 2021

SUMMARY OF TAX ROLL RECEIPTS				
ST JOHNS COUNT DIST.	DATE	TOTAL AMOUNT	SERIES 2021 DEBT	O&M
1	11/2/2022	-	-	-
2	11/17/2022	14,534.57	5,926.74	8,607.83
3	11/28/2022	4,152.73	1,693.35	2,459.38
4	12/12/2022	42,911.53	17,497.96	25,413.57
5	12/15/2022	61,598.78	25,118.03	36,480.75
6	1/20/2023	241,550.32	98,496.57	143,053.75
INTEREST	2/1/2023	636.36	259.49	376.87
7	2/21/2023	89,651.34	36,556.98	53,094.36
8	3/30/2023	12,818.66	5,227.04	7,591.62
INTEREST	4/6/2023	366.72	149.54	217.18
9	5/8/2023	4,390.64	1,790.36	2,600.28
TAX CERTIFICATES	6/15/2023	2,970.35	1,211.21	1,759.14
			-	-
			-	-
			-	-
			-	-
TOTAL TAX ROLL RECEIPTS		475,582.00	193,927.27	281,654.73

C.

Rivers Edge III

Community Development District

Check Run Summary

June 30, 2023

Fund	Date	Check No.	Amount
General Fund	6/8/23	308-317	\$ 144,104.00
Total			\$ 144,104.00

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/08/23	00010	5/01/23 47998	202305 320-57200-46800	MAY LAKE MAINTENANCE CHARLES AQUATICS INC	*	766.00	766.00 000308
6/08/23	00010	5/03/23 48061	202305 320-57200-46800	ADDITIONAL 4 LAKE MAINT CHARLES AQUATICS INC	*	404.00	404.00 000309
6/08/23	00003	5/01/23 38	202305 310-51300-34000	MAY MANAGEMENT FEES	*	2,333.33	
		5/01/23 38	202305 310-51300-35100	MAY WEBSITE ADMIN	*	150.00	
		5/01/23 38	202305 310-51300-35100	MAY INFORMATION TECH	*	100.00	
		5/01/23 38	202305 310-51300-32400	MAY DISSEMINATION SERVICE	*	291.67	
		5/01/23 38	202305 310-51300-51000	OFFICE SUPPLIES	*	.24	
		5/01/23 38	202305 310-51300-42000	POSTAGE	*	4.80	
		5/01/23 38	202305 310-51300-42500	COPIES	*	12.90	
				GOVERNMENTAL MANAGEMENT SERVICES			2,892.94 000310
6/08/23	00031	5/02/23 3035	202305 320-57200-60000	ACCESS CARDS INTEGRATED ACCESS SOLUTIONS	*	571.57	571.57 000311
6/08/23	00013	4/17/23 6492	202303 310-51300-31500	MAR GENERAL COUNSEL KILINSKI VAN WYK	*	2,229.54	2,229.54 000312
6/08/23	00005	4/19/23 50020	202303 310-51300-31100	MAR PROFESSIONAL SERVICES PROSSER	*	232.78	232.78 000313
6/08/23	00005	5/08/23 50194	202304 310-51300-31100	APR PROFESSIONAL SERVICES PROSSER	*	378.38	378.38 000314
6/08/23	00011	5/01/23 CS-2023-	202305 320-57200-49100	CS LANDSCAPING MAY 2023	*	14,940.50	
		5/01/23 CS-2023-	202305 320-57200-49200	CS AMENITY MAY 2023 RIVERS EDGE CDD	*	26,379.92	41,320.42 000315

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/08/23	00019	5/01/23	CS-2023- 202305 300-20700-10100			*	11,569.92	
			CS AMENITY MAY 2023					
					RIVERS EDGE II CDD			11,569.92 000316
6/08/23	00028	2/27/23	JAX49448 202302 320-57200-46100			*	1,216.17	
			FEB IRRIGATION REPAIRS					
		5/01/23	JAX52575 202305 320-57200-46100			*	26,914.95	
			MAY LANDSCAPE MAINTENANCE					
		5/12/23	JAX52775 202305 320-57200-46101			*	53,239.88	
			MULCH INSTALL 2023					
		5/12/23	JAX52775 202304 320-57200-46100			*	473.45	
			APR IRRIGATION REPAIRS					
		5/12/23	JAX52776 202304 320-57200-46100			*	272.50	
			APR IRRIGATION REPAIRS					
		5/12/23	JAX52776 202304 320-57200-46100			*	1,435.50	
			APR IRRIGATION REPAIRS					
		5/12/23	JAX52776 202304 320-57200-46100			*	186.00	
			APR IRRIGATION REPAIRS					
					YELLOWSTONE LANDSCAPE			83,738.45 000317
					TOTAL FOR BANK A		144,104.00	
					TOTAL FOR REGISTER		144,104.00	

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

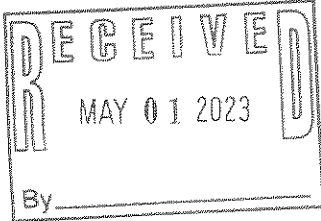
Invoice

Date	Invoice #
5/1/2023	47998

Due Date
5/31/2023

Bill To
Rivers Edge CDD 3 475 West Town Place, Suite 114 St Augustine, FL 32092

Vendor #

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services for 5 ponds - 1 pond at Main Street Phase 2 and 6 ponds at The Haven Approved RECDD III Submitted to AP on 5-1-2023 by Jason Davidson <i>Jason Davidson</i> 1-32-572-468 10 	766.00	766.00

Thank you so much for your business!

Balance Due

\$766.00

Charles Aquatics, Inc.

6869 Phillips Parkway Drive South
Jacksonville, FL 32256
904-997-0044

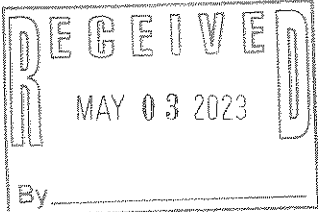
Invoice

Date	Invoice #
5/3/2023	48061

Due Date
6/2/2023

Bill To
Rivers Edge CDD 3 475 West Town Place, Suite 114 St Augustine, FL 32092

Vendor #

Qty	Description	Rate	Amount
1	Monthly Aquatic Management Services: Addition of 4 ponds in The Settlement - BBB, CCC, DDD, & EEE Monthly Pond Services for new ponds that came online in the Settlement Approved RECDD III Submitted to AP on 5-3-2023 by Jason Davidson <i>Jason Davidson</i> 1-32-572-468 /O 	404.00	404.00

Thank you so much for your business!

Balance Due

\$404.00

Governmental Management Services, LLC1001 Bradford Way
Kingston, TN 37763**Invoice**

Invoice #: 38

Invoice Date: 5/1/23

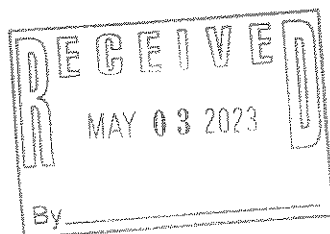
Due Date: 5/1/23

Case:

P.O. Number:

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

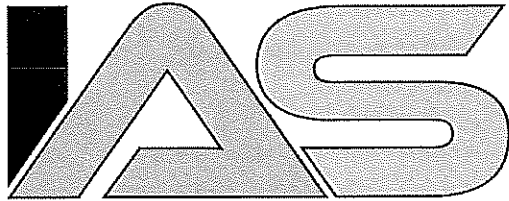
Description	Hours/Qty	Rate	Amount
Management Fees - May 2023 1.31.513.34		2,333.33	2,333.33
Website Administration - May 2023 1.31.513.351		150.00	150.00
Information Technology - May 2023 1.31.513.351		100.00	100.00
Dissemination Agent Services - May 2023 1.31.513.324		291.67	291.67
Office Supplies 1.31.513.51		0.24	0.24
Postage 1.31.513.42		4.80	4.80
Copies 1.31.513.425		12.90	12.90
3			



Total	\$2,892.94
--------------	-------------------

Payments/Credits	\$0.00
-------------------------	---------------

Balance Due	\$2,892.94
--------------------	-------------------



Integrated Access Solutions
INTEGRATION THAT WORKS FOR YOU

Integrated Access Solutions
(904)894-8114
2227 Crystal Cove Dr
Green Cove Springs, FL 32043
United States

Billed To
Rivers Edge CDD (Rivertown)
475 West Town Place
ste. 114
St. Augustine Fl. 32092

Date of Issue
05/02/2023

Due Date
05/02/2023

Invoice Number
0003035

Amount Due (USD)
\$1,575.00

Description	Rate	Qty	Line Total
Prox Cards With Rivertown Logo	\$6.30	250	\$1,575.00

Approved Cost Shared

RECDD I - \$517.07
RECDD II - \$486.36
RECDD III - \$571.57

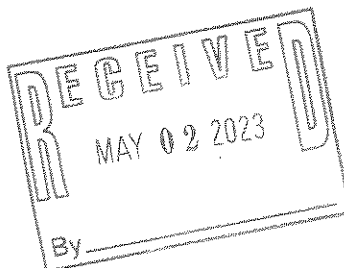
Jason Davidson

1-32-572-60

31

Subtotal	1,575.00
Tax	0.00
Total	1,575.00
Amount Paid	0.00

Amount Due (USD) **\$1,575.00**





KILINSKI | VAN WYK

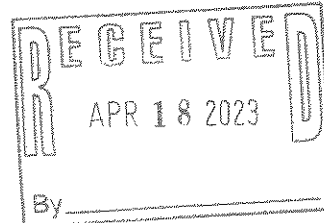
Kilinski | Van Wyk, PLLC

P.O. Box 6386
Tallahassee, Florida 32314
United States

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

INVOICE

Invoice # 6492
Date: 04/17/2023
Due On: 05/17/2023



RE3CDD-01

River's Edge III - General Counsel

131,513.315
13

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	03/01/2023	Review February minutes.	0.20	\$310.00	\$62.00
Service	JK	03/02/2023	Review multiple e-mails and field calls from district manager re: acquisition process and documents related to same	0.50	\$315.00	\$157.50
Service	LG	03/02/2023	Confer with District Manager regarding acquisition process.	0.20	\$310.00	\$62.00
Service	LG	03/03/2023	Review draft agenda and provide comments.	0.20	\$310.00	\$62.00
Service	JK	03/06/2023	Review interlocal agreement request from St. Johns County on bridge and roadway repair work and transmit comments/questions on same; review conservation easement final form and TA and confer with staff on same	0.20	\$315.00	\$63.00
Expense	AL	03/13/2023	Rental Car Expenses: Rental car for Lauren to attend BOS	1.00	\$44.12	\$44.12
Expense	AL	03/13/2023	Hotel: Hotel for Lauren to attend BOS	1.00	\$93.42	\$93.42
Service	LG	03/14/2023	Prepare for Board meeting.	0.30	\$310.00	\$93.00
Service	LG	03/15/2023	Travel to and attend Board meeting.	2.40	\$310.00	\$744.00
Service	MG	03/15/2023	Review meeting notes	0.10	\$175.00	\$17.50
Service	MG	03/15/2023	Prepare work authorization with Yellowstone for replacement plants	0.40	\$175.00	\$70.00

Service	JK	03/16/2023	Confer re: status of acquisition of the Settlement parcels and addendums for landscaping; coordination preparation of same	0.20	\$315.00	\$63.00
Service	MG	03/16/2023	Research records for conveyances of Settlement Parcel 29	0.40	\$175.00	\$70.00
Service	MG	03/17/2023	Draft acquisition documents for Rivertown Settlement	1.60	\$175.00	\$280.00
Service	LG	03/20/2023	Advise regarding cost-share procedures.	0.10	\$310.00	\$31.00
Service	JK	03/20/2023	Review correspondence on acquisition package; confer re: bridge cost sharing	0.10	\$315.00	\$31.50
Service	JK	03/23/2023	Confer re: conservation easement Unit 12 and transmit same; transmit authority to sign resolution	0.20	\$315.00	\$63.00
Service	LG	03/27/2023	Review and provide comments to March minutes.	0.20	\$310.00	\$62.00
Service	LG	03/28/2023	Review and provide comments to FY 2022 draft audit.	0.40	\$310.00	\$124.00
Service	RVW	03/30/2023	Research legislative bills impacting special districts and provide newsletter on same	0.10	\$365.00	\$36.50
Total						\$2,229.54

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
5734	03/21/2023	\$1,895.61	\$0.00	\$1,895.61
6209	04/14/2023	\$2,305.52	\$0.00	\$2,305.52

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6492	05/17/2023	\$2,229.54	\$0.00	\$2,229.54
Outstanding Balance				\$6,430.67
Total Amount Outstanding				\$6,430.67

Please make all amounts payable to: Kilinski | Van Wyk, PLLC

Please pay within 30 days.

PROSSER

A PRIMESM Company

April 19, 2023
 Project No: 113094.80
 Invoice No: 50020

Rivers Edge III CDD
 c/o Government Management Services, LLC
 Attn: Daniel Laughlin
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

Project 113094.80 Rivers Edge III CDD
 For services including attend March CDD meeting and coordinate with staff on turnover.

1-31-513-311
 5

Professional Services from March 1, 2023 to March 31, 2023

Professional Personnel

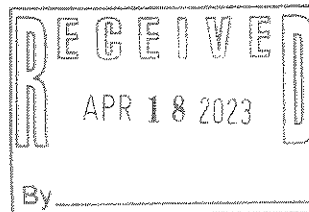
	Hours	Rate	Amount	
Engineer	.75	140.00	105.00	
Principal	.50	235.00	117.50	
Totals	1.25		222.50	
Total Labor				222.50

Reimbursable Expenses

Printing - Reimbursable			3.70	
Travel - Reimbursable - Mileage			3.56	
Travel - Reimbursable- Mileage Client OV			1.68	
Total Reimbursables	1.15 times		8.94	10.28
	Total this Invoice			\$232.78

Outstanding Invoices

Number	Date	Balance
49767	3/14/2023	265.13
Total		265.13





May 8, 2023
 Project No: 113094.80
 Invoice No: 50194

Rivers Edge III CDD
 c/o Government Management Services, LLC
 Attn: Daniel Laughlin
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

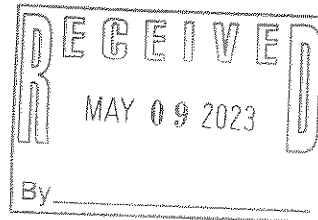
Project 113094.80 Rivers Edge III CDD
 For services including attend April CDD meeting.
Professional Services from April 1, 2023 to April 30, 2023
Professional Personnel

1-31-513-311
 5

	Hours	Rate	Amount	
Principal	1.50	235.00	352.50	
Totals	1.50		352.50	
Total Labor				352.50
Reimbursable Expenses				
Postage - Reimbursable			22.50	
Total Reimbursables		1.15 times	22.50	25.88
		Total this Invoice		\$378.38

Outstanding Invoices

Number	Date	Balance
49767	3/14/2023	265.13
50020	4/19/2023	232.78
Total		497.91



Rivers Edge CDD

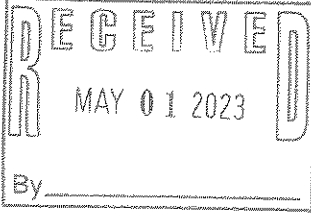
475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 5/1/23
INVOICE # CS-2023-MAY

Bill To:

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

DESCRIPTION	AMOUNT
Cost Share-Landscaping for May 2023 1-32-572-491	\$ 14,940.50
Cost Share- RiverTown Amenity for May 2023 1-32-572-492 11	\$ 26,379.92
	
TOTAL	\$ 41,320.42

Make check payable to:
Rivers Edge CDD
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

THANK YOU FOR YOUR BUSINESS!

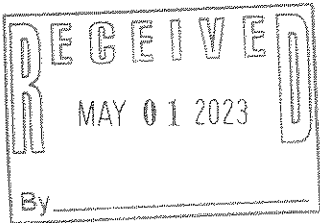
Rivers Edge II CDD

475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 5/1/23
INVOICE # CS-2023-MAY

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

DESCRIPTION	AMOUNT
Cost Share- RiverTown Amenity for May 2023 1.300.207.101 19 	\$ 11,569.92
TOTAL	\$ 11,569.92

Make check payable to:
Rivers Edge CDD
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

THANK YOU FOR YOUR BUSINESS!



INVOICE

INVOICE #	INVOICE DATE
JAX 494483	2/27/2023
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Vesta Property Services
475 West Town Pl Suite 114
Saint Augustine, FL 32092

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: March 29, 2023

Invoice Amount: \$1,216.17

Description	Current Amount
-------------	----------------

February Irrigation Repairs *****2126 Rivertown--Main Dr.*****

Irrigation Repairs \$1,216.17

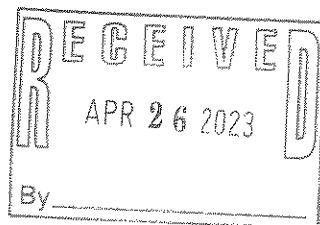
Approved RECDD III
Submitted to AP on 4-26-2023
by Jason Davidson

Jason Davidson

1-32-572-4661
28

Invoice Total **\$1,216.17**

IN COMMERCIAL LANDSCAPING



Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
JAX 525757	5/1/2023
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Vesta Property Services
475 West Town PI Suite 114
Saint Augustine, FL 32092

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: May 31, 2023

Invoice Amount: \$26,914.95

Description	Current Amount
Monthly Landscape Maintenance May 2023	\$26,914.95

Approved RECDD III
Submitted to AP on 5-10-2023
by Jason Davidson

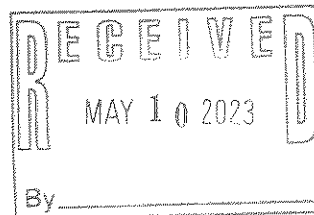
Jason Davidson

1-32-572-461

28

Invoice Total \$26,914.95

IN COMMERCIAL LANDSCAPING



Should you have any questions or inquiries please call (386) 437-6211.



YELLOWSTONE LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 527758	5/12/2023
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
 c/o Vesta Property Services
 475 West Town PI Suite 114
 Saint Augustine, FL 32092

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
 PO Box 101017
 Atlanta, GA 30392-1017

Invoice Due Date: June 11, 2023

Invoice Amount: \$53,239.88

Description	Current Amount
-------------	----------------

Mulch Install 2023

Mulch (Sub)

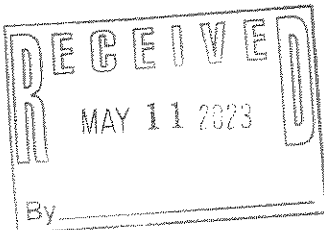
\$53,239.88

*1.32.572.461
28*

Invoice Total

\$53,239.88

IN COMMERCIAL LANDSCAPING



Approved RECDD III
 Submitted to AP on 5-11-2023
 by Jason Davidson

Jason Davidson

Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
JAX 527759	5/12/2023
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Vesta Property Services
475 West Town PI Suite 114
Saint Augustine, FL 32092

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: June 11, 2023

Invoice Amount: \$473.45

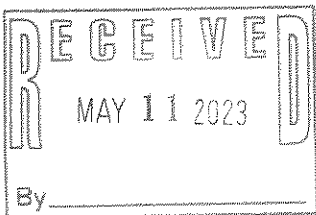
Description	Current Amount
-------------	----------------

April irrigation repairs*****Bubbler installation*****

Irrigation Repairs 1-32-572-461 28	\$473.45
--	----------

Invoice Total \$473.45

IN COMMERCIAL LANDSCAPING



Approved RECDD III
Submitted to AP on 5-11-2023
by Jason Davidson

Jason Davidson

Should you have any questions or inquiries please call (386) 437-6211.



YELLOWSTONE

PROPOSAL

W. O. #

NAME

ADDRESS

DATE

River Town
main st CDD3
4/5/2023 PG OF

#		EACH	EXTNSN
8	buber for new trees	\$14.95	\$119.60
3	spray heads 12"	\$24.95	\$74.85
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 194.45

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
Tech	3	\$93.00	\$ 279.00
			\$ -
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 279.00

Approved Aspire # 2576030

Not Approved _____

Comments:	PROPOSED WORK	
added new bubers on new trees and fixed broken spray heads	MATERIALS	\$ 194.45
	LABOR & RENTAL	\$ 279.00
	TOTAL	\$ 473.45

4/5/2023 Earl CLIENT



Irrigation Inspection Report

W. O. #

NAME

ADDRESS

DATE

RIVERTOWN

right side 50 sydney cv

4/12/2023

PG 1 OF 1

CDD1

RUN DAYS

START TIME(S)	10pm
START TIME(S)	
START TIME(S)	

A
B
C

	M				F	
S	M	T	W	T	F	S
S	M	T	W	T	F	S

WATER SOURCE

RECLAIM

CLOCK TYPE

RAINBIRD ESP-LXD

RAIN/FREEZE SWITCH

YES

ZONE #	1	2	3	4	5	6	7	8	9	10	11	12				
TYPE (S,R,B,D)	mrp	mpr	s	s	s	s	s	mpr	b	s	s	mpr				
RUN TIME	30	30	15	15	15	15	5	30	45	15	15	30				
PROGRAM	A	A	A	A	A	A	A	A	A	A	A	A				

S=spray heads R=rotor heads B=bubblers D=drip, netalim or micro sprays

ADJUSTMENTS	1		1								1	1				
PARTIAL CLOGS																
STRAIGHTENED																

Note: Above items are part of Irrigation wet check

BROKEN PIPE																
BROKEN HEADS			1	1						1						
BROKEN NOZZLES		1					5									
SEVERELY CLOGGED INCORRECT NOZZLES																
CHANGE TO 6 "																
CHANGE TO 12"																
CHANGE POP UP TO RISER																
RAISE HEADS (coverage)																
MISSING HEADS																
NON TURNING ROTORS																
VALVE FAILURE																

Note: Circled items are completed

Comments: ZONE 3 AN 10 BROKEN 12" SPRAY



COMPLETED WORK

W. O. #
NAME RIVER TOWN
ADDRESS RIGHT SIDE SYDNEY CV
DATE 4/12/2023
CDD3

Table with columns: #, Description, Price, Extention. Includes items like 'BROKEN 6" SPRAY AN NOZZLES' and 'BROKEN 12" SPRAY + NOZZLES'. Total: PARTS TOTAL \$ 86.50

Table with columns: DATE, DESCRIPTION, HOURS, RATE, TOTAL. Includes entry for 4/12/2023 TECH 2 hours at \$93.00 rate, totaling \$186.00.

COMMENTS :REPLACE 2 BROKEN 12" SPRAY DO ADJUSTMENTS TO FOUR SPRAYS

Summary table with columns: Item, Price. Includes MATERIALS (\$86.50), LABOR & RENTAL (\$186.00), and TOTAL (\$272.50).

DATE COMPLETED 4/12/23 TECHNICIAN DAVON ALBERT CLIENT



INVOICE

INVOICE #	INVOICE DATE
JAX 527760	5/12/2023
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Vesta Property Services
475 West Town PI Suite 114
Saint Augustine, FL 32092

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: June 11, 2023

Invoice Amount: \$272.50

Description	Current Amount
-------------	----------------

April irrigation repairs*****Right side of Sydney Cove*****

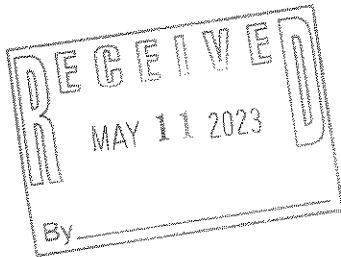
Irrigation Repairs

\$272.50

Invoice Total

\$272.50

IN COMMERCIAL LANDSCAPING



Approved RECDD III
Submitted to AP on 5-11-2023
by Jason Davidson

Jason Davidson

1-32-572-461

28

Should you have any questions or inquiries please call (386) 437-6211.



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 527761	5/12/2023
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Vesta Property Services
475 West Town PI Suite 114
Saint Augustine, FL 32092

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: June 11, 2023

Invoice Amount: \$1,435.50

Description	Current Amount
-------------	----------------

April irrigation repairs*****Locate, troubleshoot, and repair 2-wire failure*****

Irrigation Repairs

\$1,435.50

Invoice Total

\$1,435.50

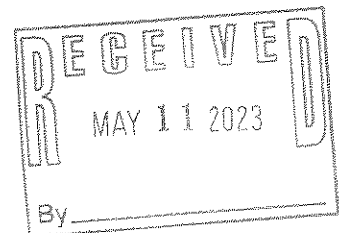
IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 5-11-2023
by Jason Davidson

Jason Davidson

1-32-572-461

28



Should you have any questions or inquiries please call (386) 437-6211.



YELLOWSTONE LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 527762	5/12/2023
TERMS	PO NUMBER
Net 30	

Bill To:

Rivers Edge CDD III
c/o Vesta Property Services
475 West Town PI Suite 114
Saint Augustine, FL 32092

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: June 11, 2023

Invoice Amount: \$186.00

Description	Current Amount
-------------	----------------

April irrigation repairs*****Main St.*****

Irrigation Repairs

\$186.00

Invoice Total

\$186.00

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 5-11-2023
by Jason Davidson

Jason Davidson

1-32-572-461

28

Should you have any questions or inquiries please call (386) 437-6211.

FIFTH ORDER OF BUSINESS

A.



Rivers Edge CDD – I, II, and III

Landscape Update for August 2023

- **General Maintenance**
 - Our maintenance team has mowed all common grounds throughout community and have been cleaning up shrub beds. Some areas have been too wet to put heavy mowers on
 - We are heading into a drought so we will maintain turf and irrigation to accommodate
 - We have Detailed and Cleaned up the Riverhouse and Riverclub.
 - We have completed Renderings for the front entrance of Main Street, Roundabouts on SR 13, and The River House.
 - Team is spraying for weeds throughout the community and trimming shrubs.
 - Team has been spraying all mulch beds for clean appearance.
 - Teams have removed numerous trees and limbs that have fallen at no charge. Larger trees will be proposed for removal by the arbor team.
 - Mattamy, Vesta, and Yellowstone are doing monthly drives throughout the community to check on status of concerned areas and the overall appearance of the community.
 - We have Completed Mulch throughout the community. Back Ponds that have never had pine straw will not be completed.
 - Annual flowers were installed on June 30th along with fresh and rich soil. We raised the beds for a better show. We will install Yellow Coleus in the back, Lipstick Pentas in the middle, and Purple Angelonia in front. This will give the Summer feel and look amazing. The next rotation will be in September. We will go with Yellow and Orange Marigolds
 - The low beds have caused the flowers in the past to decline prematurely and not show off as intended.
 - This is caused by the flowers staying too saturated which causes the roots to rot.
 - Proper mowing heights for each type of turf will be achieved throughout the winter and early spring months.
 - Because of this you will see scalping occasionally until the proper height is achieved.

- Ex. If you want to maintain a height of 4in you need to drop the level of the existing canopy of the turf to between 3.5-3.75 so that the new green growth is what is showing after each mowing occurrence moving forward.
- **Irrigation**
 - Techs have been running through system and making repairs as we go.
 - All clocks are being set to run Three times a week due to amount of rain we have had
 - Lead tech is working with IQ system to help system run more efficiently.
 - We are setting five day rain delays when we have rain
 - Other options are being looked at to make the system more efficient and save on the annual water cost.
 - Items being looked at:
 - Eliminating bubblers on established trees that do not need them anymore
 - Making sure all rain sensors are operational
 - Adding rain sensors to battery operated valves
 - Each area will be different depending on layout and justification of cost.
 - Some will be looked at to be added to a clock with wiring.
 - Others will be looked at for rain sensor installation and hidden by plant material if required.
 - Full Irrigation inspection report will be sent over once we have run through entire system
 - We are running system 4 to 5 days a week during the drought we are in. Irrigation is supplemental to the amount of rainfall we get. Turf will recover and look much better once we receive rain.
- **Fert/Chem**
 - Our techs will be fertilizing the entire property this month with 21-7-14 Granular. Lots of Iron in this treatment to get turf to push and green up.
 - We will treat for turf weeds throughout community.
 - Seasonal weeds such as chamber bitter is popping up in a lot of areas already.
 - The turf is starting to push growth. We have had record warm temperatures during this time, so our team has been doing full maintenance throughout community.
 - Lead tech is Treating roses with bone meal and liquid fertilizer
- **Arbor**
 - We will continue to lift low hanging trees throughout community each week for line of site issues, safety issues, aesthetics, and improved tree health with balanced weight distribution from the branches.

E.

RIVERTOWN

RECDD's Monthly Operations Report

Date of report: 8/16/23

Submitted by: Jason Davidson & Kevin McKendree

RECDD I

Gym Equipment update:

The new flooring and gym equipment installation project is now complete and ready for use!

RiverHouse Light Pole:

The timeline to get the parts to fix this light has taken longer than expected. At this point the company we originally hired has become unresponsive and we have contracted a different electrician who should be able to source the parts as he has experience with Sternberg lighting.

Dog Parks:

It was requested in last month's CDD meeting to gather cost information for adding a more efficient locking system. We have contracted Sterling Fence to install the same locks that the new dog park will have. This was done to remain consistent across the development.

RiverHouse Pool Speakers:

The Riverhouse pool speakers' replacement was awarded to 5 smooth stones during last month's meeting. We have signed off on the proposal and are awaiting the delivery of the speakers for install to be completed.

Surge Protection on Panels:

It was requested in the July BOS meeting to investigate surge protection on breaker panels. We are currently exploring options at the RiverClub with our recent lightning issues already and we will be able to present more information after we come to that verdict.

429 Narrow Leaf:

In the July BOS meeting it was requested for us to investigate the other homes in the rear of the property at 429 Narrowleaf to see if there is a fence that currently exists. It has been determined that the homes behind 429 are not encroaching the easement.

Encroachment Audit:

In the July BOS meeting it was requested that our team audit all fence encroachments and for legal to draft a formal letter to issue to violators. This will be an offseason task (winter sometime Nov. through Feb).

Messaging to the Community:

In the July BOS meeting it was requested to make sure the meeting time for RECDD III is identified in the newsletter and all other media platforms. Currently it is 9:30.

Tennis Court Maintenance:

We received complaints of our tennis courts maintenance. We know they are in need of resurfacing but will have Brian Bullock of B&B Tennis provide us with an analysis of the current conditions and make suggestions on how to improve until we can initiate the resurface.

Stop Sign Tree Trim Request:

It was requested by resident Mike Jenson in last month's meeting that the stop sign heading south on Orange Branch Trail and Kendal Crossing needs the tree trimmed from the stop sign for it is being run. Trimming this tree would not be helpful but removing it would be. We could replant this oak in another location if we decide to go that route.

Splash Pad:

During the maintenance teams Monday, weekly, water feature inspections we found that the coffin that holds the splash pad equipment had filled with water and the feature pump had been submerged. We pulled the sump pump from the coffin and while doing so found that the GFI that powers the sump pump had tripped. We plugged the sump pump into a nearby outlet and it worked just fine. We then used the sump pump to relieve the coffin of the water to further investigate possible damage. Upon doing so we found that the chemical controller had been damaged as well. This coffin also houses the circulation pump which, to our knowledge, is not damaged. We had Epic Pools come out and take a look at the equipment and they stated that until we replace the feature pump, we will not be able to turn on the circulation pump, for they are married. That said we will be working with Epic Pools to acquire a quote for repair and investigate other avenues of vendors as well. We have signed off on a replacement motor and it is currently on order. We will be sure to keep the board(s) apprised as to our progress and thank you in advance for your support as we navigate through this unfortunate event.

Arbors Preserve Drainage:

The preserve located in between Silkgrass and Oak Shadow had excessive water that had come up into residents' property. With the guidance of Prosser we located a drainage pipe that leads from that wetland to the one on the opposite side of the pond but we struggled to locate the sewer grate as it was under 3 feet of water and mud. After pumping out water we were able to locate this drain and free it of any blockages, creating a steady flow of water thus receding the water level behind these homes.

Cabana Grills:

During a facility walk we discovered that the insides of both grills at the RiverHouse had seen better days. We found that the burners, flavorizer bars, heat deflectors, temperature gauges and on one grill the igniter mechanism were all either rusted out completely or non-operational. We had some spare parts on hand and installed those and ordered the rest of the parts which our team was able to install.

Rambling Water Run Inlet Repair:

It was found that there was a sink hole forming behind a storm water drain located on Rambling Water Run. This inlet failed previously from curbside, this time it is failing from the sidewalk side of the inlet. Staff has acquired a proposal for repair and is working with the District Engineer in an effort to execute the repair through HEB Services, Inc.

RECDD II**Right side firepit**

The fire pit on the right side if you are looking at the river has stopped firing up. We had it diagnosed by a vendor, and they found it to be the pilot light module not getting hot enough. We were informed this week that the module is no longer manufactured for that model. We have signed off on a quote for complete fire bowl replacement. In the meantime, it can be lit manually if needed.

Pool Furniture Additions:

The pool furniture has been ordered and is set to arrive in August.

Manor monument lighting:

Residents of The Manor have been vocal concerning the non-lighting of the two monument signs for their neighborhood. We have signed an agreement with KAD Electric for solar lights to be installed and the lights are due to ship August 1st.

Riverclub Pool Motor:

We are searching for a surge suppression device for the panel that controls the pools equipment in hopes of avoiding lightning strikes and power surges in the future. We are also in the process of ordering a suitable backup motor and gaskets to have on hand. These motors are not readily available locally so having a backup would significantly reduce the repair time and allow this pool to always stay up and running.

RECDD III**Monument lighting at The Haven:**

We have approved a quote from KAD Electric for solar powered lighting to remain consistent with other lighting applications throughout the community. These lights are due to ship August 1st.

Haven Preserve Drainage 1:

We were notified by multiple residents that the preserve between the 2 ponds on Dahlia Falls has an excessive amount of water in it that has come up into resident's yards. With the guidance from Prosser we were able to locate a storm drain at the edge of the preserve that was blocked by forest debris. We hired G and G excavation to carve out a path for the water to flow towards the drain and it seems to have been effective as the water levels have dropped significantly. We will continue to monitor this area for improvement.

Haven Preserve Drainage 2:

We were notified by multiple residents that the small wooded buffer area located in Sydney Cove was holding excessive water as well that was rising up their property line. Again with the guidance of Prosser we devised a plan for G and G excavation to carve a path through this area to allow water to drain towards the storm drain. This seems to have been effective and we will continue to monitor.

All Districts**Outfall structures:**

With hurricane season here our team has been proactive for awhile now checking pond outfall structures for blockages and removing them when necessary. This aids in keeping the stormwater management system flowing to prevent flooding. I feel confident that when a storm comes we will be ready!

HOGS:

We first received a report of hogs about two months ago and immediately set up an existing trap that we had in the Groves neighborhood. With the help of a trapper we were able to get 10 hogs immediately in that trap. They disappeared for a while until new extensive damage was found in Northlake about a month ago. The trapper set up a additional trap in the woods near this damage but this trap has been unsuccessful and the trail cams have shown nothing. There is a creek called Orange Grove Branch that runs from here to Bartram Ranch up on Greenbriar road, the hogs essentially live in Bartram Ranch according to the trapper but use this creek as their highway. We were able to get 5 more hogs recently thus bringing our total to 15. Both of our traps will remain until we feel confident the hogs are gone.

RIVERTOWN

RECDD's Lifestyle Report

Date of report: 8/16/23

Submitted by: Kim Fatuch

End of July Events

- **July 15th – Dive-In Movie 8:30pm**
 - Attendance: 150 people, many families.
 - Weather was beautiful.
 - We offered Café Drink Special “Shark Bite Cocktail” and Free Watermelon.
- **July 16th - Team Spirit Sunday Funday 12pm – 3pm**
 - Attendance: 180 people.
 - DJ Mike played music and people showed their team spirit.
 - Rain held out until after the festivities.
- **July 22nd – Yoga at the Amphitheater**
 - Attendance: 18 people .
 - It was very hot, but people said they really enjoyed it and asked if it could possibly be a monthly addition in the cooler months.
- **July 27th – Music Bingo & Trivia**
 - Attendance: About 45 -50 (plus a birthday party of 12)
 - Café provided specials.
 - Mahi Dip \$8, Miller Lite Draft \$2, Relaxer \$5
 - \$100 in prizes.
- **July 30th – Caribbean Sunday Funday**
 - Attendance: Over 200 people.
 - Steel Drums player.
 - Café provided specials.
 - Frozen Relaxer \$6, Miller Lite Draft \$2, Shark Bite \$7.

Upcoming August Events:

- **August 3rd – Music Bingo & Trivia**
 - Café Specials - \$8 Mahi Dip, \$2 Miller Light Draft.
 - \$100 in Prizes.

- **August 5th – Back to School Bash**

- Attendance: 250 people.
- Mermaids doing fake tattoos and swimming with the kids, DJ, Foam Party, Balloon Arch.
- Foam Party was a HUGE success.



- **August 10th – Music Bingo & Trivia**

- Café Specials.
- \$100 in Prizes.
- **August 11th – First Friday with Jeremy Weinglass at RiverClub.**
 - Cafe Specials really bring in the crowd.
- **August 13th – Karaoke with DJ Ross at RiverClub.**
- **August 19th – Mobile Axe Throwing.**
- **August 20th – Golf & Brunch at RiverHouse.**
- **August 25th – Adult Rock Party.**
- **August 26th – Water Balloon Battle.**

Upcoming September Events:

- **September 1st – Live music with Jeremy Wineglass at the RiverClub.**
- **September 2nd – Teen vs. Parent Challenge.**
- **September 3rd – BBQ Battle of the Residents.**
- **September 4th – Ice Cream Social at the RiverClub.**
- **September 14th – Trivia & Music Bingo with DJ Ross.**
- **September 15th – Mixology Class for 40.**
 - **Residents must register as space is limited. Class already full as of 8/8/23**
- **September 17th – Sunday Funday at RiverClub.**
- **September 17th – DJ with Music & Games at RH.**
- **September 21st – Music Bingo at Riverclub**
- **September 30th – Workout with Tracie at the Amphitheater.**



6869 Phillips Parkway Drive S Jacksonville, FL 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date : July 31, 2023

Field Techs: Mike Liddell
Justin Powers

Client: RiverTown

Pond A: Applied treatment for submersed vegetation and treated perimeter grasses.



Pond B: Algae treatments have been effective.



Pond C: Perimeter grasses are decaying, algae treatments have been effective.

Pond D: Applied algaecide to pond.

Pond E: Applied algaecide around edge of pond.



Pond G: Treated perimeter vegetation.



Pond H: Treated algae around entire pond, Discussed a treatment plan with Kevin that we will perform treatments every 7-10 days throughout the summer months.

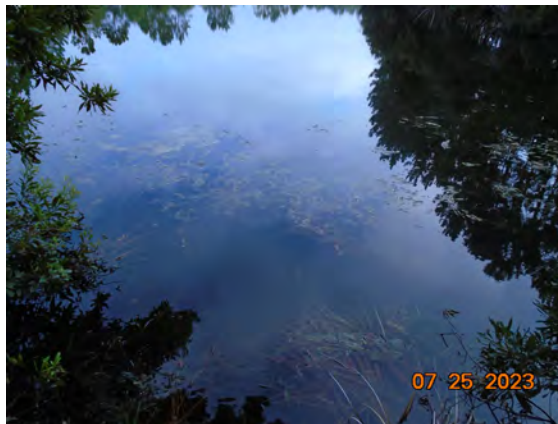




Pond I: Treated algae and perimeter on two separate visits.



Pond J: Treated perimeter vegetation.



Pond K: Treated perimeter vegetation and algae around entire pond. This is the first treatment since the low oxygen problems in early May.



Pond L: Treated algae and perimeter weeds. No algae noticed.



Pond M: Treated perimeter weeds. Fountain was running at time of visit.

Pond Q: No algae noticed, previous treatment was effective.



Pond R: No algae noticed, treated perimeter weeds.



Pond S: No algae noticed. Perimeter weeds were dead, Wet easement.



Pond T: No algae noticed. Water level normal



Pond U: Previous treatment was effective.



Pond V: No algae noticed, previous treatments were effective.



Pond W: Previous treatment was effective.



Pond X: (Homestead) Applied algaecide and pond dye.



Pond Y: (behind model homes) No algae noticed.



Pond Z: (behind pond K) Algae treatments have been effective.



Pond AA: (Homestead) Applied algaecide around pond. Did a perimeter grass treatment in July using the original easement.



Pond BB: (Homestead) Treated perimeter grass.



Pond CC: Treated algae and perimeter weeds.



Pond DD: Treated algae, this algae when it decays turns back into the nutrients that makes the new algae grow.



Pond EE: Treated algae and perimeter.



Pond FF: Previous treatments were effective.



Pond GG: Previous treatments have been effective, no algae noticed.



Pond HH: Previous treatments were effective.



Pond II: Treated for algae.



Pond JJ: Applied pond dye.



Pond KK: Perimeter vegetation is decaying.



Pond LL: No algae noticed. Previous perimeter treatment was effective.



Pond MM: Previous algae treatment effective.



Pond NN: Treated algae around pond.



Pond OO: Previous treatment effective. No algae noticed.



Pond PP: Treated perimeter weeds.



Pond QQ: Previous treatment was effective.



Pond RR: Previous treatment was effective.



Pond SS: Applied algacide.



Pond TT: Treated perimeter vegetation.



Pond UU: Treated perimeter vegetation and algae.



Pond VV: Previous treatment was effective no algae noticed.



Pond WW: Treated algae.



Pond XX: Previous treatment effective.



Pond YY: Pond is dry, no treatment required.

Pond ZZ: No algae noticed. Previous treatment effective.

Pond AAA: Water level is low. Previous treatment effective.



Pond BBB: Previous treatment effective.



Pond CCC: No algae or invasive weeds noticed.



Pond DDD: No algae or invasive weeds noticed.



Pond EEE: No algae or invasive weeds noticed, water level low.



Pond CR-7 (front): Previous treatment effective. No algae



Pond River Club 1: Treated algae around pond.

Pond River Club 2: Applied algaecide to shallow water, mostly mud and muck.

Water Song

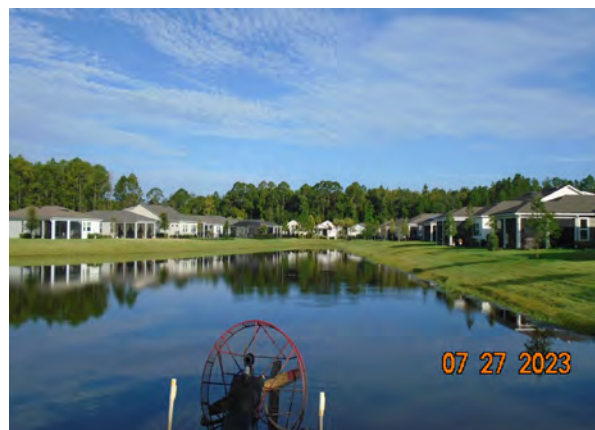
Pond 1: Applied pond dye.



Pond 2: Treated perimeter vegetation.



Pond 3: No invasive species.



Pond 4: Applied pond dye.



Pond 5: Treated perimeter vegetation.



Pond 6: Treated perimeter vegetation.



Pond 7: No invasive vegetation noticed.



Pond 8: Treated southern naiad, this submersed weed is in the entire water column. We can only treat a third of the pond each month (the chemical is very strong and can cause a fish kill).



Pond 9: Treated perimeter vegetation.



Pond 10: Water clarity improved. No new growth noted.



Pond 11: Treated for minor torpedo grass and cattails.



Pond 12: No new growth noted. Water clarity is excellent.



Pond 13: Vegetation is decaying.



Pond 14: Treated cattails.



Pond 15: Applied algaecide to pond.