

*Rivers Edge III
Community Development District*

January 17, 2024

AGENDA

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

January 10, 2024

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, January 17, 2024 at 9:00 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. Staff Reports
 - A. Landscape Maintenance – Report
 - B. District Engineer
 - C. District Counsel
 - D. District Manager
 - E. General Manager – Monthly Operations and Pond Reports
- IV. Approval of Consent Agenda
 - A. Minutes of the October 18, 2023 Board of Supervisors Meeting
 - B. Financial Statements as of November 30, 2023
 - C. Check Register
 - D. Ratification of Aquatic Management Agreement with Solitude Lake Management
 - E. Ratification of Engagement Letter with Grau & Associates for the Fiscal Year 2023 Audit
- V. Business Items

A. Consideration of Phase 4 Acquisition Package (Grand Bridge)

B. Cost Share Request for Phase 4 Landscape and Pond Maintenance Services (Pond maintenance proposal to be provided under separate cover)

VI. Supervisor Requests

VII. Audience Comments

VIII. Next Scheduled Meeting – February 21, 2024 at 9:00 a.m. at the RiverHouse

IX. Adjournment

THIRD ORDER OF BUSINESS

A.



Rivers Edge CDD – I, II, and III

Landscape Update for January 2024

- **General Maintenance**
 - Our maintenance team has mowed all common grounds throughout community and have been cleaning up shrub beds.
 - We have set the clock to run twice a week with the turf going dormant and cold temperatures
 - 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.
 - Teams will work on grass cutbacks and removing moss from trees
 - We will insure that all tree suckers are removed from the base of the trees
 - Teams will dead wood oaks throughout as we go through each section this winter season
 - 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.
 - Annual flowers will be installed on December 15th along with fresh and rich soil. We raised the beds for a better show. We have installed red and white Snap Dragons in the back and Dusty Miller in the front. This will give the Christmas/winter feel and look amazing. The next rotation will be in March.
 - 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 two 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.
- **Fert/Chem**
 - Our techs will be treating for turf weeds throughout the community.
 - The turf is starting to go completely dormant. The color will change due to this but will pop and push back come spring time.
 - 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.
 - We will complete the palm trimming throughout the community next week. There are over 1,200 Palm trees In Rivertown

E.

RIVERTOWN

RECDD's Monthly Operations Report

Date of report: 01/17/2024

Submitted by: Jason Davidson & Kevin McKendree

RECDD I

RiverHouse Light Pole:

The timeline to get the parts to fix this light has taken longer than expected. We are expecting the replacement light fixture to be here within 2-4 weeks and installation will begin as soon as it arrives.

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).

Splash Pad:

We have ordered a new chemical controller for the splash pad and will install it upon arrival.

Alley Way Parking:

We have received numerous complaints about residents parking on the paver areas in the alleyways around the original Mainstreet district. We installed "No Parking" signage on these paved areas last week. It appears residents removed the signage and have begun parking there again. This will be a topic of discussion in our upcoming CDD meeting.

Pond K Fish Restocking:

After the fish kill situation in May of this year, restocking pond K has been a discussion. We are working with Florida Waterways on permitting with FWC so that we may proceed forward.

Fountain Maintenance:

The fountain service agreement with Florida Waterways has been finalized and initiated.

Longleaf Pine Entry Decorative Lighting:

We had floodlights installed around the palms at the main entrance off longleaf. This is in lieu of the Christmas light strands that we removed. We purchased color changing lenses for these to use during holidays i.e during December they were red and green.

Northern Most Round About on 13 Entry Point:

The RiverTown entry sign on the northern most entry point on state road 13 was vandalized on the weekend of 9/29-10/1. We worked with BNS signs to manufacture a new sign. Our team painted the white wall before installation to freshen it up and the sign was installed 11/9. This is now closed.

Southern Most Roundabout on 13 Entry Point:

When entering the neighborhood, the sign on the left-hand side was vandalized over the weekend of 10/6-10/7. The letter "N" was ripped off and destroyed. The sheriff's office documented and attached this to the case file from the other sign vandalism. We worked with BNS signs to engineer a replacement, and this was installed on 11/15. This is now closed.

Flint Road inlet repair:

We located a large sinkhole that was consistent with other previous inlet issues in the Main Street area on Flint Rd. We had HEB Services investigate the area, and they found no leaks or issues and our team was able to locate some leftover sod to repair the grass. We will continue to monitor the area.

RiverHouse Family Pool Sump Pump:

The sump pump in the coffin of the family pool was leaking water from the bottom as it was cracked. We bought a replacement and installed it.

RiverHouse Lap Pool Motor:

The lap pool motor was making a high pitch sound that we believe to be the bearings going bad. It is tripping the thermal overload protection in the process, likely indicating that it's pulling higher amps than usual. St. Augustine Motor Works installed a replacement motor that we had on hand to get us back up and running. We also were able to have the old motor bearings rebuilt so that we could retain the old motor as a backup.

RiverHouse Family Pool Motor:

The seals began leaking between the family pool's motor and pump. While we already had St. Augustine Motor Works on site for the lap pool, we had them take out the family pool motor as well. The windings in the motor were found to have corrosion affecting its performance. We were able to rebuild the old motor and had it reinstalled last week to regain operation. We are also ordering a new replacement and seals to keep on hand as a backup.

Basketball Court RiverHouse:

We were made aware by some residents in our CDD meeting that the height of one rim at the basketball court is shorter than the others. Upon review one is 6 inches shorter than the rest and the backboards are adjustable. The problem is we are only able to lift it higher by 2 inches due to the fact of the pole itself being too deep in the ground. We are exploring adding a sleeve to extend the height of the pole which would allow us to raise the rim to the proper height.

Stop Sign at Kendall Crossing near Riverclub Entrance:

The stop sign at this corner was taken out by a tractor trailer. We were able to have that sign repaired rather than replaced. This is now closed.

Sidewalks on Riverwalk Blvd:

The team identified 7 sidewalk joints that were raised up causing a trip hazard. We were able to grind them down evenly to alleviate the hazard but will continue to monitor the area as the Drake elms planted nearby continue to cause issues.

Tennis Court Nets:

We ordered and replaced all three nets on the tennis courts as the old ones had holes in them inhibiting play.

Arbors Pothole:

There is a large pothole in the Arbors in front of 157 Silkgrass that we have cold patched previously but has gotten worse. We have coordinated a repair with Burnham Construction with the help of Mattamy. They cut out the area to investigate a possible root cause of the pothole and found nothing. This has been asphalted over and is now completed.

SR13 Entrance Lights:

We identified numerous up lights along the strip in front of the Riverhouse at the SR13 entrance that were inoperable. Our in-house team repaired what we could and replaced 20 of them and the mighty post caps that hold them in place. This area is now fully operational.

Main Entrance Waterfall:

We identified 4 non operable lights on the main entrance's waterfall. These light bars were custom made for Rivertown and we ordered replacements that were installed this week. Unfortunately, during the time we ordered these lights we identified 4 more lights on the waterfalls that are inoperable and need to be repaired. We also replaced plant material that was removed long ago with plants that can survive the wet conditions of the surrounding planter beds. Pressure washing of the waterfall was also performed.

Fitness Room Mirror:

Someone broke the mirror in the Fitness Room between 11/9 and 11/10. We reviewed camera footage, but the area is not visible. We are acquiring quotes to have the mirror replaced.

Southern Roundabout lights:

The FPL meter that runs our lighting at the southern roundabout was dropping a leg and not receiving full power. This is causing the lighting to be intermittent. FPL came out to diagnose and made us replace the wire going from the meter to the closest handhole connection stating it was bad, we own the wire therefore we had to contract that out separately as FPL won't handle that. This did not fix the issue. We

had FPL out again and we located an underground wire that was heavily frayed under the street. FPL had Mastek pull new wire here and all is functioning properly now.

RiverFront Park:

Our in-house team has been busy cleaning up tree debris at the park and removing trees that have fallen on the trails. We have also been busy painting the dock railings, pillars, and entry sign to freshen them up and have plans to repaint the restroom building this month.

Cabana Pergola:

There are a couple of rotten beams on the pergola in between the two pools at the Riverhouse. We also found some rotten wood on the top caps of the exposed pillars. We are acquiring quotes to have this replaced and exploring adding a shade sail over the pergola which will shed water somewhat to protect the grill's components.

Pond Washout along Waterfall at Main Entrance:

While out inspecting Christmas lights we discovered a very large washout trench that formed at the top of the retaining wall and traveled about 20 feet to the pond's edge. Our maintenance team was able to locate recycled concrete material to stabilize the trench and we were gifted a large amount of dirt by Mattamy to fill it in from there. By performing this in-house with free materials it saved a little over two thousand dollars.

Lounge Chairs at RiverHouse:

Many of the original lounge chairs are broken beyond repair as the welds have broken apart. We would like to order new chairs for the family pool and relocate the old ones that are still usable to the lap pool area. We will be presenting quotes in this month's meeting for this.

RECDD II

Kayak Launch:

The kayak launch unattached itself from the dock due to the rough waters of the St. Johns. This has been an ongoing battle for years and the existing launch was financially beyond repair. We contacted EZ Dock to replace it with a different style launch that has more flexibility. We also moved the launch to the side rather than out front so that wakes can roll through it rather than pound against it. The last part of this repair is the removal of one pylon, of which we got in contact with the dock builder of The Shores neighborhood who will bring their barge over to remove it when the construction starts. This will save a few thousand dollars. With these fixes we believe the new launch will last much longer than the previous one.

Adirondack Chairs:

Multiple chairs around the firepits have begun to split in areas making them unrepairable. We were able to scab pieces together to repair some of them. We purchased new chairs to replace one of the pits' complete set of chairs and relocated all the older ones to the opposite pit to remain uniform.

Fountain in Front of Watersong on Mistflower:

It was found that the large fountain in front of Watersong, on Mistflower, was not functioning properly. We had a general maintenance service perform an inspection and found algae clogging the strainer basket. Unfortunately, when cleared this did not resolve the issue at hand. The fountain's plumbing has damage as does the motor therefore it is more cost effective to fully replace the fountain entirely. Solitude Lake Management is performing this replacement, and we are awaiting its arrival.

LongLeaf and Keystone Corners Entrance:

We replaced rose bush material from two separate hit and run accidents this year, one involving a golf cart and the other a vehicle.

RiverClub Railings:

Multiple railings and fencing at the RiverClub pool deck have become loose over time. We have come up with a method in-house to anchor them much deeper than before so that they will remain secure. We removed and reinstalled all the pool's fencing and multiple handicap rails. This project is now complete.

Outside Patio TV 4:

This TV was not connecting to the network. Five Smooth Stones replaced the home screen tablet as it had a glitch in it effecting connectivity.

RiverClub Painting:

We are acquiring quotes to paint the entirety of the club's exterior, kayak shed and pump room fence. We are still awaiting one quote so we will be presenting this in Februarys meeting.

RiverClub Parking Lot:

Our in-house team has been busy this week repainting the parking lot striping of the RiverClub to freshen up the appearance.

RECDD III**Dog Park:**

The new dog park gate lock handle was broken due to misuse. We were able to locate a replacement handle and replace the broken part at minimal cost. We also received reports of people driving over the curb and parking their cars in the parking lot. The parking lot is for golf carts only so we ordered signage and installed it. We are also exploring installing a bollard at the top of the parking lot that will allow golf carts by and not cars.

All Districts

Pine Tree Issues:

It has been brought to our attention that numerous pine trees in CDD 1 and CDD 2 that have a disease called canker. This disease is spread through the tree's roots and then to its neighboring trees. We are working with a specialist from Yellowstone landscaping to identify trees that can be saved by injection treatments and which ones need to be cut down and removed. CDD1 has a heavily hit area around the interior round a bout and CDD 2 is concentrated in Highpoint.

Monument Signs:

Our in-house team will be painting the neighborhood monument signs in all districts directly after the holiday season due to decorations that currently are on them from residents.

Playground Mulch:

Our playgrounds throughout the community are due for a fresh layer of mulch to bring them up to safety standards and aid in their appearance. We are awaiting one more quote and will present it to the boards next month.

Buffer Trimming:

Proposals for the trimming of the buffers along the RiverClub and the Riverfront Park will be presented in the meeting and work will commence upon their approval.

RIVERTOWN

RECDD's Lifestyle Report

Date of report: 1/17/24

Submitted by: Kim Fatuch

Ongoing Projects

- Working with Kevin to update the Garden area and ready it for the next growing season.
- Requisitions have been made, just waiting for HR approval then we will advertise the Job Fair for Feb. 17th.
- Began finding and booking musicians for First Friday Music Events.
- Working with café staff for Football menus and new additions.

October Events

- **October 20th – Oktoberfest at the Café**
 - Hungry Five German Band got rave reviews.
 - Had food and drink specials that went very well. We ran out of both Oktoberfest beers.
 - Roughly 150 people attended.
- **October 26th – FL/ GA Trivia with DJ Ross**
 - DJ Ross will be adding in some trivia questions about both teams to get residents in the spirit for the game on Saturday.
- **October 27th – FL/GA Tailgate party at RiverClub Amphitheater**
 - Lawn games, inflatable football pass station, and Retro Party Machine band.
 - BBQ food truck and Grab n Go Café options along with a Beer Tent near the Amphitheater.
 - Retro Party Machine to play from 6:30pm – 8:30pm.

November Events

- 11.9.23 – Chocolate Workshop.
 - Crème de la Cocoa instructed 30 people how to make chocolate truffles.
 - Cost: \$15, registration opened at 3pm on 11.1 and 20 minutes later it was sold out.
 - Attendees said they had a blast!



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- 11.11.23 – Vendor Fair
 - Will be in between the Riverhouse and Pool entrance. 36 vendors showed up. Signage will be up to show vendors where to setup. Food truck vendors have been solidified through Perrin
 - Great event, vendors really love the more contained area. Moving forward small fairs will be held here and larger events (Spring Fling) will be held at Soccer Field.
- 11.16.23 – Trivia
 - Weather kept some people away but there were still roughly 50 people in attendance.
- 11.17.23 – Davis Cook Music
 - Great reviews from residents. Roughly 80 people attended.
 - Have been asked many times to bring him back. He will be here Feb. 9.
- 11.19.23 – Jax Symphony
 - Great turnout with roughly 150 people.
 - The Symphony was a bit unorganized and hard to work with but overall went well. (See full debrief).

December Events

- 12.1.23 – Jeremy Weinglass
 - Roughly 45 people attended. Has a decent following but residents have asked for something a bit more upbeat with some vocals.
- 12.2.23 – Golf Cart Parade, Gingerbread Tree Lighting Event at RiverClub
 - 150 golf carts attended the parade, roughly 600 attended the tree lighting event
 - We had elves, face painting, balloon twisting, gingerbread houses, free cookies, drink specials and holiday music.
 - Tons of great reviews from the evening
 - Unfortunately, we did miss a section of the golf cart parade. An apology letter has been sent out to the community.



- 12.3.23 – Pictures with Santa at RiverHouse
 - 123 families took pictures with Santa & Mrs. Claus.
 - We had coloring pages, letters to Santa and Christmas cornhole kids could play.
 - Unfortunately, the weather took the event indoors, but it came out well. The ticket system worked to let families enjoy festivities instead of trying to keep little ones entertained while waiting in line for 1+ hours to see Santa.



- 12.9.23 – Winter Festival Vendor Fair
 - 38 vendors/food trucks are signed up for this event. It will take place on the RH Soccer Field.
 - We have face painting, bounce house, train, dj, craft zone and tons of vendors.



- 12.15.23 – Murder Mystery Dinner
 - 150 people registered for this event. 168 showed up.
 - Olive Garden and the Daquiri truck along with the ability to BYOB went over very well.
 - Tons of compliments and requests for more events like this.
 - Murder Mystery Co did a great job and the attendees all got very involved.



January Events

- 1.5.24 – Jeremy Weinglass
- 1.11.24 – Music Bingo
- 1.12.24 – Game Night
- 1.13.24 – Vendor Fair
- 1.20.24 – Penguin Plunge
- 1.21.24 – Big Engine Concert
- 1.25.24 - Trivia



Work Order
 Work Order Number 00483269
 Created Date 1/4/2024

Account Rivers Edge CDD II
 Contact Jason Davidson
 Address 160 Riverglade Run
 St Johns, FL 32259

Work Details

Specialist Comments to Customer I used herbicides to treat invasive and nuisance vegetation around the listed ponds and any trash removed. I'm making a lot of progress on the growth and trying to keep up with the construction debris.
 Prepared By KYLE FOLLANSBEE

Work Order Assets

Asset	Status	Product Work Type
Rivers Edge CDD II Pond 9	Inspected	
Rivers Edge CDD II Pond RC2	Inspected	
Rivers Edge CDD II Pond 3	Inspected	
Rivers Edge CDD II Pond 14	Inspected	
Rivers Edge CDD II Pond 13	Inspected	
Rivers Edge CDD II Pond CR3	Inspected	
Rivers Edge CDD II Pond NN	Treated	
Rivers Edge CDD II Pond JJ	Inspected	
Rivers Edge CDD II Pond 6	Treated	
Rivers Edge CDD II Pond 2	Inspected	
Rivers Edge CDD II Pond SS	Treated	
Rivers Edge CDD II Pond UU	Treated	
Rivers Edge CDD II Pond 7	Inspected	
Rivers Edge CDD II Pond TT	Inspected	
Rivers Edge CDD II Pond 4	Inspected	
Rivers Edge CDD II Pond KK	Treated	
Rivers Edge CDD II Pond 15	Treated	
Rivers Edge CDD II Pond 11	Treated	
Rivers Edge CDD II Pond 1	Inspected	
Rivers Edge CDD II Pond 10	Treated	
Rivers Edge CDD II Pond 12	Treated	
Rivers Edge CDD II Pond 8	Treated	
Rivers Edge CDD II Pond RC1	Inspected	
Rivers Edge CDD II Pond 5	Inspected	



Work Order
 Work Order Number 00483269
 Created Date 1/4/2024

Account Rivers Edge CDD II
 Contact Jason Davidson
 Address 160 Riverglade Run
 St Johns, FL 32259

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD II Pond UU	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond UU	LAKE WEED CONTROL	
Rivers Edge CDD II Pond UU	ALGAE CONTROL	
Rivers Edge CDD II Pond UU	MONITORING	
Rivers Edge CDD II Pond SS	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond SS	LAKE WEED CONTROL	
Rivers Edge CDD II Pond SS	ALGAE CONTROL	
Rivers Edge CDD II Pond SS	MONITORING	
Rivers Edge CDD II Pond NN	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond NN	LAKE WEED CONTROL	
Rivers Edge CDD II Pond NN	ALGAE CONTROL	
Rivers Edge CDD II Pond NN	MONITORING	
Rivers Edge CDD II Pond TT	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond TT	LAKE WEED CONTROL	
Rivers Edge CDD II Pond TT	ALGAE CONTROL	
Rivers Edge CDD II Pond TT	MONITORING	
Rivers Edge CDD II Pond KK	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond KK	LAKE WEED CONTROL	
Rivers Edge CDD II Pond KK	ALGAE CONTROL	
Rivers Edge CDD II Pond KK	MONITORING	
Rivers Edge CDD II Pond CR3	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond CR3	LAKE WEED CONTROL	
Rivers Edge CDD II Pond CR3	ALGAE CONTROL	
Rivers Edge CDD II Pond CR3	MONITORING	
Rivers Edge CDD II Pond JJ	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond JJ	LAKE WEED CONTROL	
Rivers Edge CDD II Pond JJ	ALGAE CONTROL	
Rivers Edge CDD II Pond JJ	MONITORING	
Rivers Edge CDD II Pond RC2	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond RC2	LAKE WEED CONTROL	
Rivers Edge CDD II Pond RC2	ALGAE CONTROL	
Rivers Edge CDD II Pond RC2	MONITORING	



Account Rivers Edge CDD II
 Contact Jason Davidson
 Address 160 Riverglade Run
 St Johns, FL 32259

Work Order
 Work Order 00483269
 Number
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Rivers Edge CDD II Pond 15	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 15	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 15	ALGAE CONTROL	
Rivers Edge CDD II Pond 15	MONITORING	
Rivers Edge CDD II Pond 13	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 13	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 13	ALGAE CONTROL	
Rivers Edge CDD II Pond 13	MONITORING	
Rivers Edge CDD II Pond 11	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 11	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 11	ALGAE CONTROL	
Rivers Edge CDD II Pond 11	MONITORING	
Rivers Edge CDD II Pond 10	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 10	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 10	ALGAE CONTROL	
Rivers Edge CDD II Pond 10	MONITORING	
Rivers Edge CDD II Pond RC1	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond RC1	LAKE WEED CONTROL	
Rivers Edge CDD II Pond RC1	ALGAE CONTROL	
Rivers Edge CDD II Pond RC1	MONITORING	
Rivers Edge CDD II Pond 12	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 12	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 12	ALGAE CONTROL	
Rivers Edge CDD II Pond 12	MONITORING	
Rivers Edge CDD II Pond 8	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 8	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 8	ALGAE CONTROL	
Rivers Edge CDD II Pond 8	MONITORING	
Rivers Edge CDD II Pond 5	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 5	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 5	ALGAE CONTROL	
Rivers Edge CDD II Pond 5	MONITORING	
Rivers Edge CDD II Pond 7	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 7	LAKE WEED CONTROL	



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Rivers Edge CDD II Pond 7	ALGAE CONTROL	
Rivers Edge CDD II Pond 7	MONITORING	
Rivers Edge CDD II Pond 4	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 4	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 4	ALGAE CONTROL	
Rivers Edge CDD II Pond 4	MONITORING	
Rivers Edge CDD II Pond 9	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 9	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 9	ALGAE CONTROL	
Rivers Edge CDD II Pond 9	MONITORING	
Rivers Edge CDD II Pond 3	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 3	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 3	ALGAE CONTROL	
Rivers Edge CDD II Pond 3	MONITORING	
Rivers Edge CDD II Pond 14	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 14	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 14	ALGAE CONTROL	
Rivers Edge CDD II Pond 14	MONITORING	
Rivers Edge CDD II Pond 6	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 6	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 6	ALGAE CONTROL	
Rivers Edge CDD II Pond 6	MONITORING	
Rivers Edge CDD II Pond 2	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 2	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 2	ALGAE CONTROL	
Rivers Edge CDD II Pond 2	MONITORING	
Rivers Edge CDD II Pond 1	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 1	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 1	ALGAE CONTROL	
Rivers Edge CDD II Pond 1	MONITORING	
Rivers Edge CDD II Pond UU	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond SS	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond NN	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond TT	TRASH / DEBRIS COLLECTION (IN HOUSE)	



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Rivers Edge CDD II Pond KK	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond CR3	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond JJ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond RC2	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 15	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 13	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 11	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 10	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond RC1	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 12	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 8	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 5	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 7	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 4	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 9	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 3	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 14	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 6	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 2	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 1	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 5		
Rivers Edge CDD II Pond RC1		
Rivers Edge CDD II Pond 8		
Rivers Edge CDD II Pond 12		
Rivers Edge CDD II Pond 10		Trash
Rivers Edge CDD II Pond 1		
Rivers Edge CDD II Pond 11		
Rivers Edge CDD II Pond 15		Trash
Rivers Edge CDD II Pond KK		
Rivers Edge CDD II Pond 4		
Rivers Edge CDD II Pond TT		
Rivers Edge CDD II Pond 7		
Rivers Edge CDD II Pond UU		Recommend removing 2 barriers @ West end on edge
Rivers Edge CDD II Pond SS		



Work Order
Work Order Number 00483269
Created Date 1/4/2024

Account Rivers Edge CDD II
Contact Jason Davidson
Address 160 Riverglade Run
St Johns, FL 32259

Rivers Edge CDD II Pond 2		
Rivers Edge CDD II Pond 6		
Rivers Edge CDD II Pond JJ		
Rivers Edge CDD II Pond NN		
Rivers Edge CDD II Pond CR3		
Rivers Edge CDD II Pond 13		
Rivers Edge CDD II Pond 14		
Rivers Edge CDD II Pond 3		
Rivers Edge CDD II Pond RC2		
Rivers Edge CDD II Pond 9		

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, October 18, 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	Chairman
Jason Thomas	Vice Chairman
Adam Davis	Supervisor
Amber King <i>by phone</i>	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
Garrett Cannady	Yellowstone Landscape
Brad Poor	Yellowstone Landscape
Kim Fatuch	Vesta Property Services
Richard Losco	Vesta Property Services
Ken Council	Vesta Property Services

The following is a summary of the discussions and actions taken at the October 18, 2023 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. McGaffney called the meeting to order at 9:01 a.m.

SECOND ORDER OF BUSINESS

Public Comment

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Staff Reports

A. Landscape and Irrigation Maintenance – Monthly Report

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

B. District Engineer

- 1. Consideration of Cost Share Request – Proposal for Sitework Civil Engineering & Design for Pickleball Courts**
- 2. Consideration of Cost Share Request – Proposal for Land Surveying Services for Pickleball Courts**

Mr. McGaffney informed the Board that at the last Rivers Edge CDD meeting, the Board approved the surveying services for the pickleball courts and Supervisor Baron was designated as the liaison to work on the project. Cost share requests were included in the agenda package for engineering and design services and surveying services related to the project. Mr. McGaffney noted this is a capital project, so it doesn't fall under the normal cost share amounts, which are approximately one third of the cost for each district.

Mr. Stilwell added that since there were additional tennis courts planned for the area, the county has agreed that no permit is required with the county for the pickleball courts.

Mr. Thomas stated that he does not feel like CDD 2 or 3 should be paying more than 50% total and suggested a 25% cost share for each of the two districts.

Mr. Smith stated that just because the Board approves the engineering and surveying services does not mean the District will be fully funding or behind the pickleball courts as it has to be internally discussed to make sure it works for both the District and the developer.

Mr. Baron stated that there is a big demand for pickleball in the area and noted the pre-approval site plans were reviewed by St. Johns County and were approved with the only caveats being if there is a higher than six-foot fence, or lighting installed it would have to come back before the county. This project will be spread out over two fiscal years, this year and next and the first phase would be soliciting proposals, which would go before all three CDD boards.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor the cost share requests for the sitework civil engineering and design and surveying services for the pickleball courts were approved with a 25% share for Rivers Edge III.
--

C. District Counsel

There being nothing to report, the next item followed.

D. District Manager

Mr. McGaffney acknowledged David Provost’s help with some recent resident concerns.

E. General Manager - Monthly Operations Report

A copy of the monthly operations report was included in the agenda package.

FOURTH ORDER OF BUSINESS Approval of Consent Agenda

- A. Minutes of the September 20, 2023 Board of Supervisors Meeting**
- B. Financial Statements as of August 31, 2023**
- C. Check Register**

Copies of the minutes, the financial statements and the check register totaling \$212,166.39 were included in the agenda package for the Board’s review.

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

FIFTH ORDER OF BUSINESS Business Items

- A. Proposals for Pond Maintenance Services**
 - 1. Aquagenix**
 - 2. J&J**
 - 3. Lake Doctors**
 - 4. Solitude**
 - 5. Florida Waterways**

Mr. Davidson informed the Board five proposals were received for pond maintenance services. J&J Aquatics is the current interim provider and the ponds have responded well to the treatments thus far and the company has been very responsive. Staff recommended contracting with Solitude or Aquagenix based off the fleet size and experience working with the providers in other districts. Solitude’s proposal came in under the current budget while Aquagenix’s proposal came in over budget.

Staff recommended using one vendor for Rivers Edge II and III and another vendor for Rivers Edge but acknowledged there is a cost savings if Solitude is chosen for all three districts.

Mr. Stilwell questioned why CDD 3 is proposed to get one visit per month while CDD 1 has four visits per month proposed.

David Cottrell, business development consultant for Solitude, responded the number of visits is more to account for allowing enough time to get to all the lakes and CDD 3 has 13

lakes compared to 42 lakes in CDD 1. It was also noted there are no extra charges for follow up visits.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the proposal from Solitude for pond maintenance services was approved with counsel authorized to draft a formal agreement.

B. Consideration of Resolution 2024-01, Amending the General Fund Budget for Fiscal Year 2023

Mr. McGaffney stated that expenses for Fiscal Year 2023 were more than anticipated, mostly driven by cost share items, so the budget is being amended to reflect the actual expenses.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor Resolution 2024-01, amending the Fiscal Year 2023 General Fund Budget was approved.

C. Consideration of Resolution 2024-02, Adopting a Policy for Aged Invoices

Ms. Gentry presented a policy for aged invoices that states if an invoice is received more than 120 days after work is completed and accepted by the District, it has to come before the Board for consideration prior to payment and that the District retains the right to refuse payment if it is submitted 120 days after the work is accepted by the District. A form has been drafted for existing vendors to sign to show that they're aware of the new policy.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor Resolution 2024-02, adopting a policy for aged invoices was approved.

SIXTH ORDER OF BUSINESS

Supervisor Requests

There being no further requests, the next item followed.

SEVENTH ORDER OF BUSINESS

Audience Comments

Jim Swartz stated that Florida Waterways' proposal was to be out 12 times per month to do all 80 ponds within the RiverTown community, so that's 144 visits annually.

Fred Baron asked who the representative on the Board would be for communication regarding the pickleball courts.

Mr. Smith stated that it would be him.

On MOTION by Mr. Thomas seconded by Mr. Davis with all in favor authorizing Supervisor Smith to work with Mr. Baron and staff on the pickleball court project was approved.

E.J. Martinez asked about having the nets reupholstered on the back two tennis courts.

Mr. McGaffney responded that Mr. Davidson can speak with him to address the issue.

EIGHTH ORDER OF BUSINESS

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

NINTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Rivers Edge III
Community Development District

Unaudited Financial Reporting
November 30, 2023



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

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 85,669	\$ -	\$ -	\$ 85,669
Assessments Receivable	148,977	89,465	-	238,442
Due from General Fund	-	1,991	-	1,991
Investments:				
State Board of Administration (SBA)	1,114	-	-	1,114
Custody	33,427	-	-	33,427
Series 2021				
Reserve	-	275,400	-	275,400
Capital Interest	-	1,252	-	1,252
Revenue	-	173,886	-	173,886
Construction	-	-	996	996
Deposits	1,890	-	-	1,890
Total Assets	\$ 271,077	\$ 541,994	\$ 996	\$ 814,067
Liabilities:				
Accounts Payable	\$ 62,679	\$ -	\$ -	\$ 62,679
Accrued Expenses	76,383	-	-	76,383
Due to Debt Service	1,991	-	-	1,991
Total Liabilities	\$ 141,053	\$ -	\$ -	\$ 141,053
Fund Balance:				
Nonspendable:				
Deposits	\$ 1,890	\$ -	\$ -	\$ 1,890
Restricted for:				
Debt Service - Series	-	541,994	-	541,994
Capital Project - Series	-	-	996	996
Unassigned	128,134	-	-	128,134
Total Fund Balances	\$ 130,024	\$ 541,994	\$ 996	\$ 673,014
Total Liabilities & Fund Balance	\$ 271,077	\$ 541,994	\$ 996	\$ 814,067

Rivers Edge III
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2023

	Adopted Budget	Prorated Budget Thru 10/31/23	Actual Thru 10/31/23	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 280,950	\$ -	\$ -	\$ -
Special Assessments - Direct Bill	78,950	38,080	38,080	-
Developer Contributions	1,234,555	-	-	-
Miscellaneous Income/Interest	1,500	125	208	83
Total Revenues	\$ 1,595,956	\$ 38,205	\$ 38,288	\$ 83
Expenditures:				
<u>General & Administrative:</u>				
District Engineer	\$ 5,000	\$ 417	\$ 1,190	\$ (773)
District Counsel	25,000	2,083	2,707	(623)
District Management	29,680	2,473	2,473	0
Assessment Administration	5,300	5,300	5,300	-
Dissemination Agent	3,710	309	309	(0)
Information Technology	1,272	106	106	-
Website Administration	1,908	159	159	-
Annual Audit	5,100	425	-	425
Trustee Fees	6,000	2,188	2,188	-
Arbitrage	600	50	-	50
Telephone	150	13	-	13
Postage	250	21	5	16
Printing & Binding	1,000	83	35	48
Insurance	8,756	8,756	5,758	2,998
Legal Advertising	1,500	125	-	125
Other Current Charges	800	67	-	67
Office Supplies	150	13	0	12
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 96,351	\$ 22,762	\$ 20,405	\$ 2,357
<u>Operations & Maintenance</u>				
<u>Grounds Maintenance:</u>				
Cost Share Landscaping- Rivers Edge	\$ 162,917	\$ 13,576	\$ -	\$ 13,576
Field Operations Management (Vesta)	18,626	1,552	2,750	(1,198)
Landscape Maintenance	467,076	38,923	50,783	(11,860)
Landscape Contingency	10,000	833	800	33
Irrigation Repairs and Maintenance	5,000	417	-	417
Lake Maintenance	20,000	1,667	2,629	(963)
Irrigation Water Use	13,800	1,150	277	873
Electric	3,000	250	28	222
Street Lighting	15,000	1,250	-	1,250
Street and Drainage Maintenance	5,000	417	-	417
Other Repair & Replacements	10,000	833	-	833
Subtotal Grounds Maintenance	\$ 730,420	\$ 60,868	\$ 57,268	\$ 3,600

Rivers Edge III
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending October 31, 2023

	Adopted Budget	Prorated Budget Thru 10/31/23	Actual Thru 10/31/23	Variance
<i>Amenity Center:</i>				
Cost Share Amenity- Rivers Edge	\$ 248,626	\$ 20,719	\$ -	\$ 20,719
Cost Share Amenity- Rivers Edge II	46,753	3,896	-	3,896
General Manager (Vesta)	24,086	2,007	2,007	(0)
Amenity Manager (Vesta)	7,791	649	-	649
Maintenance Service (Vesta)	31,535	2,628	-	2,628
Lifestyle Director (Vesta)	7,627	636	-	636
Lifeguards (Vesta)	47,390	3,949	-	3,949
Facility Attendant (Vesta)	26,371	2,198	-	2,198
Pool Maintenance (Vesta)	8,000	667	-	667
Janitorial (Vesta)	13,305	1,109	-	1,109
Security Monitoring	1,800	150	-	150
Security Guards	25,000	2,083	-	2,083
Telephone	8,500	708	-	708
Insurance	75,000	75,000	12,389	62,611
Fitness Equipment Lease	15,000	1,250	-	1,250
Window Cleaning	1,500	125	-	125
Pressure Washing	15,000	1,250	-	1,250
Pool Chemicals (Poolsure)	20,000	1,667	-	1,667
Natural Gas	500	42	-	42
Electric	20,000	1,667	-	1,667
Water & Sewer	30,000	2,500	-	2,500
Amenity Repairs and Replacement	10,000	833	-	833
Refuse	15,000	1,250	-	1,250
Pest Control	3,600	300	-	300
Fire Alarm System and Maintenance	2,000	167	-	167
Access Cards	1,000	83	-	83
License / Permits	1,800	150	-	150
Speical Events	15,000	1,250	-	1,250
Holiday Decorations	10,000	833	-	833
Office Supplies / Postage	1,500	125	-	125
Capital Expenditures	5,500	458	-	458
Subtotal Amenity Center	\$ 739,185	\$ 130,349	\$ 14,396	\$ 115,953
Total Operations & Maintenance	\$ 1,469,605	\$ 191,217	\$ 71,664	\$ 119,553
Total Expenditures	\$ 1,565,956	\$ 213,979	\$ 92,069	\$ 121,910
Excess (Deficiency) of Revenues over Expenditures	\$ 30,000	\$ (175,774)	\$ (53,781)	\$ 121,993
<i>Other Financing Sources/(Uses):</i>				
General Reserve Fund	\$ (30,000)	\$ -	-	\$ 30,000
Total Other Financing Sources/(Uses)	\$ (30,000)	\$ -	\$ -	\$ 30,000
Net Change in Fund Balance	\$ -	\$ (175,774)	\$ (53,781)	\$ 151,993
Fund Balance - Beginning	\$ -		\$ 121,578	
Fund Balance - Ending	\$ -		\$ 67,797	

Rivers Edge III
Community Development District
Debt Service Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending November 30, 2023

	Adopted Budget	Prorated Budget Thru 11/30/23	Actual Thru 11/30/23	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 193,442	\$ 106,681	\$ 106,681	\$ -
Special Assessments - Direct Bill	357,352	121,714	121,714	-
Interest Income	7,500	1,250	4,173	2,923
Total Revenues	\$ 558,294	\$ 229,645	\$232,568	\$ 2,923
Expenditures:				
Interest - 11/1	\$ 170,565	\$ 170,565	\$ 170,565	\$ -
Interest - 5/1	210,000	-	-	-
Principal - 5/1	170,565	-	-	-
Total Expenditures	\$ 551,130	\$ 170,565	\$ 170,565	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 7,164	\$ 59,080	\$ 62,003	\$ 2,923
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 7,164	\$ 59,080	\$ 62,003	\$ 2,923
Fund Balance - Beginning	\$ 194,965		\$ 479,991	
Fund Balance - Ending	\$ 202,129		\$ 541,994	

Rivers Edge III
Community Development District
Statement of Revenues and Expenditures

Capital Projects Funds

For The Period Ending November 30, 2023

Description	SE 2021
Revenues	
<i>Interest Income:</i>	
Construction	\$19
Bond Proceeds	-
Transfer In	-
Total Revenues	\$19
Expenditures	
Capital Outlay	\$1,054
Transfer Out	-
Total Expenditures	\$1,054
Excess Revenues (Expenditures)	(\$1,035)
Beginning Fund Balance	\$2,031
Ending Fund Balance	\$996

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
SUMMARY OF FISCAL YEAR 2024 ASSESSMENTS**

		ASSESSED		
ASSESSED TO	# UNITS	SERIES 2021 DEBT INVOICED NET	FY24 O&M	TOTAL NVOICED NET
MATTAMY	219	243,427.30	76,159.57	319,586.87
TOTAL DIRECT BILLS	219	243,427.30	76,159.57	319,586.87
NET REVENUE TAX ROLL	320	307,363.76	446,406.75	753,770.51
TOTAL REVENUE	539	550,791.06	522,566.32	1,073,357.38

RECEIVED			
SERIES 2021 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS NOT TAKEN)
121,713.65	76,159.57	197,873.22	121,713.65
-	-	-	-
121,713.65	76,159.57	197,873.22	121,713.65
106,681.03	154,940.63	261,621.66	492,148.85
228,394.68	231,100.20	459,494.88	613,862.50

DIRECT BILL PERCENT COLLECTED	50.00%	100.00%	61.92%
TAX ROLL PERCENT COLLECTED	14.15%	34.71%	34.71%
TOTAL PERCENT COLLECTED	41.47%	44.22%	42.81%

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments – 50% due December 1, 2023, 25% due February 1, 2024 and 25% due May 1, 2024. Operations and maintenance assessments – 50% on October 31, 2023, 25% on November 30, 2023 and 25% on December 31, 2023

SUMMARY OF TAX ROLL RECEIPTS				
ST JOHNS COUNT DIST.	DATE	TOTAL AMOUNT	SERIES 2021 DEBT	O&M
1	11/3/2023	-	-	-
2	11/17/2023	4,152.73	1,693.35	2,459.38
3	11/22/2023	38,066.67	15,522.38	22,544.29
4	12/14/2023	33,913.94	13,829.03	20,084.91
5	12/21/2023	185,488.32	75,636.27	109,852.05
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
TOTAL TAX ROLL RECEIPTS		261,621.66	106,681.03	154,940.63

C.

Rivers Edge III

Community Development District

Check Run Summary 9/1/2023 - 11/30/2023

Fund	Date	Check No.	Amount
General Fund			
	9/12/23	347-353	\$ 81,180.50
	9/28/23	354-359	56,511.40
	11/3/23	360-377	81,073.90
Total			\$ 218,765.80

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/12/23	00021	7/19/23 9056540	202307 310-51300-48000		NOTICE OF MEETING CA FLORIDA HOLDINGS LLC	*	317.07	317.07 000347
9/12/23	00003	9/01/23 41	202309 310-51300-34000		SEP MANAGEMENT FEES	*	2,333.33	
		9/01/23 41	202309 310-51300-35100		SEP WEBSITE ADMIN	*	150.00	
		9/01/23 41	202309 310-51300-35100		SEP INFORMATION TECH	*	100.00	
		9/01/23 41	202309 310-51300-32400		SEP DISSEMINATION SERVICE	*	291.67	
		9/01/23 41	202309 310-51300-51000		OFFICE SUPPLIES	*	.33	
		9/01/23 41	202309 310-51300-42000		POSTAGE	*	6.93	
		9/01/23 41	202309 310-51300-42500		COPIES	*	57.90	
		9/01/23 41	202309 310-51300-41000		TELEPHONE	*	21.38	
					GOVERNMENTAL MANAGEMENT SERVICES			2,961.54 000348
9/12/23	00013	8/18/23 7241	202307 310-51300-31500		JULY GENERAL COUNSEL KILINSKI VAN WYK	*	3,341.60	3,341.60 000349
9/12/23	00005	8/16/23 50778	202307 310-51300-31100		JUL PROFESSIONAL SERVICES PROSSER	*	1,031.51	1,031.51 000350
9/12/23	00011	9/01/23 CS-2023-	202309 320-57200-49100		CS LANDSCAPING SEP 2023	*	14,940.50	
		9/01/23 CS-2023-	202309 320-57200-49200		CS AMENITY SEP 2023	*	26,379.92	
					RIVERS EDGE CDD			41,320.42 000351
9/12/23	00019	9/01/23 CS-2023-	202309 300-20700-10100		CS AMENITY SEP 2023	*	11,569.92	
					RIVERS EDGE II CDD			11,569.92 000352
9/12/23	00028	11/29/22 JAX46731	202211 320-57200-46100		NOV IRRIGATION REPAIRS	*	736.45	
		11/29/22 JAX46731	202211 320-57200-46100		NOV IRRIGATION REPAIRS	*	539.00	
		3/29/23 JAX51340	202303 320-57200-46100		MAR IRRIGATION REPAIRS	*	756.90	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/09/23		JAX54134	202305	320-57200-46100			MAY MAINT SETTLEMENT	*	3,655.08		
6/09/23		JAX54134	202304	320-57200-46100			APR MAINT SETTLEMENT	*	3,655.08		
6/16/23		JAX54487	202306	320-57200-46100			JUN IRRIGATION REPAIRS	*	1,503.75		
6/16/23		JAX54487	202305	320-57200-46100			MAY IRRIGATION REPAIRS	*	704.90		
7/05/23		JAX55557	202306	320-57200-46100			JUN MAINT SETTLEMENT	*	3,655.08		
7/14/23		JAX56001	202307	320-57200-46100			JUL IRRIGATION REPAIRS	*	521.70		
7/20/23		JAX56119	202307	320-57200-46100			JUL IRRIGATION REPAIRS	*	2,055.40		
7/27/23		JAX56281	202307	320-57200-46100			JUL IRRIGATION REPAIRS	*	2,181.40		
8/29/23		JAX57947	202308	320-57200-46100			AUG IRRIGATION REPAIRS	*	673.70		
YELLOWSTONE LANDSCAPE										20,638.44	000353
9/28/23	00001	9/18/23	19843	202309	310-51300-45000		FY24 INSURANCE	*	18,147.00		
EGIS INSURANCE ADVISORS, LLC										18,147.00	000354
9/28/23	00033	9/18/23	4776	202309	320-57200-60000		SOLAR LIGHTS THE HAVEN	*	1,990.00		
KAD ELECTRIC COMPANY										1,990.00	000355
9/28/23	00013	9/11/23	7458	202308	310-51300-31500		AUG GENERAL COUNSEL	*	4,393.21		
KILINSKI VAN WYK										4,393.21	000356
9/28/23	00005	9/18/23	50953	202308	310-51300-31100		AUG PROFESSIONAL SERVICES	*	610.24		
PROSSER										610.24	000357
9/28/23	00028	9/14/23	JAX59083	202309	320-57200-46100		SEP IRRIGATION REPAIRS	*	801.00		
YELLOWSTONE LANDSCAPE										801.00	000358
9/28/23	00028	9/15/23	JAX59052	202309	320-57200-46100		SEP LANDSCAPE MAINTENANCE	*	30,569.95		
YELLOWSTONE LANDSCAPE										30,569.95	000359
11/03/23	00003	10/01/23	42	202310	310-51300-34000		OCT MANAGEMENT FEES	*	2,473.33		

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
10/01/23	42	202310	310-51300-35100	OCT WEBSITE ADMIN	*	159.00		
10/01/23	42	202310	310-51300-35100	OCT INFORMATION TECH	*	106.00		
10/01/23	42	202310	310-51300-32400	OCT DISSEMINATION SERVICE	*	309.17		
10/01/23	42	202310	310-51300-51000	OFFICE SUPPLIES	*	.24		
10/01/23	42	202310	310-51300-42000	POSTAGE	*	5.04		
10/01/23	42	202310	310-51300-42500	COPIES	*	35.25		
-----							3,088.03	000360
11/03/23	00003	9/30/23	43 202309 310-51300-31400	FY24 ASSESSMENT ROLL CERT	*	5,300.00		
-----							5,300.00	000361
11/03/23	00034	10/10/23	POY89233 202310 320-57200-46800	OCT POND MAINTENANCE	*	2,629.47		
-----							2,629.47	000362
11/03/23	00034	9/10/23	POY89185 202309 320-57200-46800	SEP POND MAINTENANCE	*	2,629.47		
-----							2,629.47	000363
11/03/23	00034	9/10/23	POY89186 202309 320-57200-46800	SPECIAL SPRAY APPLICATION	*	4,476.64		
-----							4,476.64	000364
11/07/23	00034	9/10/23	POY89186 202309 320-57200-46800	SPECIAL SPRAY APPLICATION	V	4,476.64-		
-----							4,476.64-	000364
11/03/23	00013	10/11/23	7699 202309 310-51300-31500	SEP GENERAL COUNSEL	*	3,888.23		
-----							3,888.23	000365
11/03/23	00005	6/13/23	50380 202305 310-51300-31100	MAY PROFESSIONAL SERVICES	*	646.25		
-----							646.25	000366
11/03/23	00005	10/17/23	51155 202309 310-51300-31100	SEP PROFESSIONAL SERVICES	*	660.12		
-----							660.12	000367

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
11/03/23	00035	10/01/23 413758	202310 320-57200-44000	OCT FIELD OPS MANAGER	*	2,660.93	
		10/01/23 413758	202310 330-53800-34000	OCT GENERAL MANAGER	*	2,007.17	
							4,668.10 000368

11/03/23	00035	10/31/23 414578	202310 320-57200-44000	OCT BILLABLE MILEAGE	*	88.98	
							88.98 000369

11/03/23	00035	11/01/23 414418	202311 320-57200-44000	NOV FIELD OPS MANAGER	*	2,660.93	
		11/01/23 414418	202311 330-53800-34000	NOV GENERAL MANAGER	*	2,007.17	
							4,668.10 000370

11/03/23	00006	9/30/23 5471	202309 310-51300-35200	ADA WEBSITE MAINTENANCE	*	400.00	
							400.00 000371

11/03/23	00028	10/01/23 JAX60431	202310 320-57200-46100	OCT LANDSCAPE MAINTENANCE	*	36,679.35	
							36,679.35 000372

11/03/23	00028	10/09/23 JAX60633	202310 320-57200-46101	PINE TREE FELLING	*	800.00	
							800.00 000373

11/03/23	00028	10/16/23 JAX60775	202310 320-57200-46100	OCT IRRIGATION REPAIRS	*	2,432.00	
							2,432.00 000374

11/03/23	00028	10/16/23 JAX60776	202310 320-57200-46100	IRRIGATION REPAIRS VALVE	*	2,483.80	
							2,483.80 000375

11/03/23	00028	10/03/23 JAX60213	202309 320-57200-46100	SEP MAINT DOG PARK/TRAILS	*	8,450.00	
							8,450.00 000376

11/03/23	00028	10/03/23 JAX60213	202309 320-57200-46100	SEP IRRIGATION REPAIRS	*	1,562.00	
							1,562.00 000377

TOTAL FOR BANK A 218,765.80

RE3C RV ED III OKUZMUK

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						218,765.80	

RE3C RV ED III OKUZMUK


LOCALIQ

FLORIDA

ACCOUNT NAME Rivers Edge III Cdd		ACCOUNT # 760855	PAGE # 1 of 1
INVOICE # 0005749107	BILLING PERIOD Jul 1- Jul 31, 2023	PAYMENT DUE DATE August 20, 2023	
PREPAY (Memo Info) \$0.00	UNAPPLIED (included in amt due) \$0.00	TOTAL CASH AMT DUE* \$847.79	

BILLING ACCOUNT NAME AND ADDRESS

Rivers Edge III Cdd
475 W. Town Pl. Ste. 114
Saint Augustine, FL 32092-3649



Legal Entity: Gannett Media Corp.
 Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.
 All funds payable in US dollars.

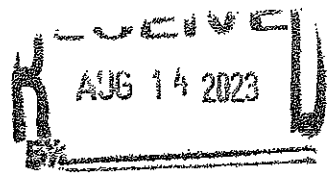
BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com FEDERAL ID 47-2390983

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: MOR 48211

Date	Description	Amount
7/1/23	Balance Forward	\$564.55
7/31/23	Finance Charge	\$7.16

Package Advertising:

Start-End Date	Order Number	Description	PO Number	Package Cost
7/7/23	8990568	Notice of Board	July Meeting	\$77.52
7/19/23-7/26/23	9056540	Notice of FY24 Budget Public Hearings		\$198.56



131-513-48
21

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!	Total Cash Amount Due	\$847.79
	Service Fee 3.99%	\$33.83
	*Cash/Check/ACH Discount	-\$33.83
	*Payment Amount by Cash/Check/ACH	\$847.79
	Payment Amount by Credit Card	\$881.62

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NAME Rivers Edge III Cdd		ACCOUNT NUMBER 760855		INVOICE NUMBER 0005749107		AMOUNT PAID
CURRENT DUE \$283.24	30 DAYS PAST DUE \$7.16	60 DAYS PAST DUE \$8.85	90 DAYS PAST DUE \$8.85	120+ DAYS PAST DUE \$539.69	UNAPPLIED PAYMENTS \$0.00	TOTAL CASH AMT DUE* \$847.79
REMITTANCE ADDRESS (Include Account# & Invoice# on check) CA Florida Holdings, LLC PO Box 631244 Cincinnati, OH 45263-1244				TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX Card Number _____ Exp Date ____/____/____ CVV Code _____ Signature _____ Date _____		TOTAL CREDIT CARD AMT DUE \$881.62

LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Courtney Hogge
Rivers Edge Iii Cdd
475 W Town PL # 114
Saint Augustine FL 32092-3649

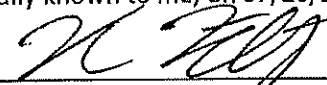
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

07/19/2023, 07/26/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/26/2023



Legal Clerk



Notary, State of WI, County of Brown

8-25-26

My commission expires

Publication Cost: \$198.56
Order No: 9056540 # of Copies:
Customer No: 760855 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET(S); AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Rivers Edge III Community Development District ("District") will hold a public hearing on August 16, 2023, at 9:30 a.m. at RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259 for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"), during normal business hours, or by visiting the District's website at www.riversedge3cdd.com.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

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

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

Howard McGaffney
District Manager

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 41

Invoice Date: 9/1/23

Due Date: 9/1/23

Case:

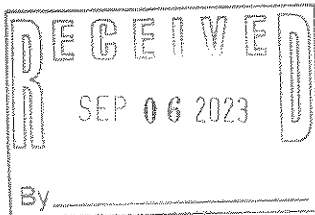
P.O. Number:

Bill To:

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

3

Description	Hours/Qty	Rate	Amount
Management Fees - September 2023 1.31.513.34		2,333.33	2,333.33
Website Administration - September 2023 1.31.513.351		150.00	150.00
Information Technology - September 2023 1.31.513.351		100.00	100.00
Dissemination Agent Services - September 2023 1.31.513.324		291.67	291.67
Office Supplies 1.31.513.51		0.33	0.33
Postage 1.31.513.42		6.93	6.93
Copies 1.31.513.425		57.90	57.90
Telephone 1.31.513.41		21.38	21.38



Total	\$2,961.54
Payments/Credits	\$0.00
Balance Due	\$2,961.54



INVOICE

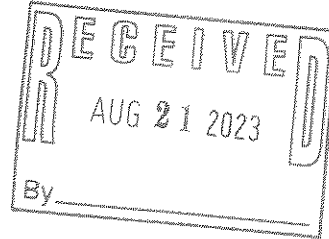
KILINSKI | VAN WYK

Invoice # 7241
Date: 08/18/2023
Due On: 09/17/2023

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



RE3CDD-01

1-31-513-315
13

River's Edge III - General Counsel

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	07/05/2023	Review and provide changes to June minutes.	0.30	\$315.00	\$94.50
Service	JK	07/06/2023	Confer re: COI for amenity management contract and corrective coverages for same; confer with DM on same	0.20	\$315.00	\$63.00
Service	LG	07/06/2023	Review price breakdown and update field operations agreement with Vesta.	0.90	\$315.00	\$283.50
Service	JK	07/07/2023	Confer with district manager re: amenity operation coverages	0.20	\$315.00	\$63.00
Service	LG	07/08/2023	Provide feedback on field operations agreement.	0.20	\$315.00	\$63.00
Service	LG	07/10/2023	Confer with District Manager regarding acquisitions and maintenance agreement.	0.30	\$315.00	\$94.50
Service	LG	07/12/2023	Confer with district manager regarding Vesta agreement; revise same.	0.40	\$315.00	\$126.00
Service	JK	07/12/2023	Confer with Vesta re: insurance	0.10	\$315.00	\$31.50
Service	JK	07/13/2023	Review updated insurance schedules and confer with King and Vesta counsel	0.10	\$315.00	\$31.50
Service	CR	07/14/2023	Review and analyze underlying proposals, legal documents, reports, and various other matters in preparation of upcoming Community Development	0.90	\$270.00	\$243.00

			District meeting and for handling of the same.			
Service	LG	07/14/2023	Review and revise field operations agreement.	0.40	\$315.00	\$126.00
Service	LG	07/17/2023	Review and revise field operations agreement.	0.30	\$315.00	\$94.50
Service	LG	07/19/2023	Travel to and attend Board meeting.	3.20	\$315.00	\$1,008.00
Expense	AL	07/19/2023	Rental Car Expenses: Travel LG	1.00	\$35.12	\$35.12
Expense	AL	07/19/2023	Gas: Travel LG	1.00	\$12.03	\$12.03
Expense	AL	07/19/2023	Hotel: Travel LG	1.00	\$81.92	\$81.92
Expense	AL	07/19/2023	Meals: Travel-Lauren	1.00	\$4.03	\$4.03
Service	LG	07/21/2023	Confer with Vesta regarding insurance requirements; update Vesta agreement and send for signatures.	0.50	\$315.00	\$157.50
Service	LG	07/24/2023	Analyze contractual insurance requirements for field management contract; confer with Egis regarding same.	0.30	\$315.00	\$94.50
Service	CR	07/26/2023	Draft annual budget appropriation and assessment resolution.	0.60	\$270.00	\$162.00
Service	JK	07/27/2023	Confer with McGaffney re: child safety ordinance; confer with Sheriff's office re: same	0.10	\$315.00	\$31.50
Service	LG	07/27/2023	Review and revise deficiency letter to Charles Aquatics.	0.20	\$315.00	\$63.00
Service	LG	07/28/2023	Finalize landscape addendum for the Settlement and send for signatures.	0.30	\$315.00	\$94.50
Service	CR	07/31/2023	Review and analysis of various resolutions proposals, and other documents in preparation of upcoming board meeting.	0.70	\$270.00	\$189.00
Service	LG	07/31/2023	Review draft agenda and draft minutes.	0.30	\$315.00	\$94.50
Non-billable entries						
Service	CR	07/19/2023	Prepare for and attend board meeting.	3.60	\$270.00	\$972.00
Expense	AL	07/19/2023	Meals: Meals-CR	1.00	\$2.51	\$2.51
Expense	AL	07/19/2023	Mileage: Travel-CR	106.00	\$0.625	\$66.25
Service	CR	07/25/2023	Drafting of resolution for landowners meeting and supervision election;	0.90	\$270.00	\$243.00

Drafting of policy difference to ensure further compliance by the same.

Total \$3,341.60

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7006	08/15/2023	\$1,810.86	\$0.00	\$1,810.86

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7241	09/17/2023	\$3,341.60	\$0.00	\$3,341.60
Outstanding Balance				\$5,152.46
Total Amount Outstanding				\$5,152.46

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

Please pay within 30 days.



August 16, 2023
 Project No: P0113094.80
 Invoice No: 50778

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

1.31.513.311
 5

Project P0113094.80 Rivers Edge III CDD
 For services including attend July CDD meeting and coordinate striping proposal on Main Street.
Professional Services from July 01, 2023 to July 31, 2023

Professional Personnel

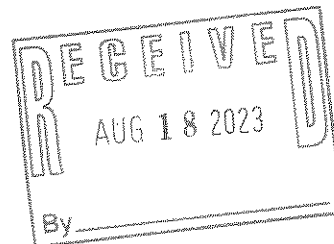
	Hours	Rate	Amount	
Vice President	2.50	250.00	625.00	
Sr. Construction Inspector	3.00	125.00	375.00	
Totals	5.50		1,000.00	
Total Labor				1,000.00

Reimbursable Expenses

Printing - Reimbursable			9.60	
Travel - Reimbursable - Mileage			17.80	
Total Reimbursables	1.15 times		27.40	31.51
		Total this Invoice		\$1,031.51

Outstanding Invoices

Number	Date	Balance
50380	6/13/2023	646.25
50692	8/1/2023	1,118.37
Total		1,764.62



Rivers Edge CDD

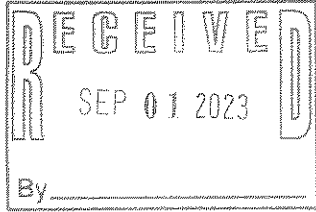
475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 9/1/23
INVOICE # CS-2023-SEP

Bill To:

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

DESCRIPTION	AMOUNT
Cost Share-Landscaping for September 2023 1-32-572-491	\$ 14,940.50
Cost Share- RiverTown Amenity for September 2023 1-32-572-492	\$ 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

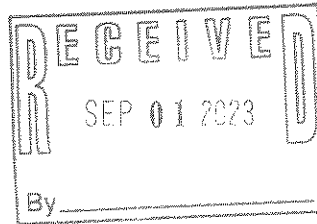
INVOICE

DATE: 9/1/23
INVOICE # CS-2023-SEP

Bill To:

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

DESCRIPTION	AMOUNT
Cost Share- RiverTown Amenity for September 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 467319	11/29/2022
TERMS	PO NUMBER
Net 45	

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

Remit To:
Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

Invoice Due Date: January 13, 2023
Invoice Amount: \$736.45

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

November Irrigation Repairs*****Dahlia Falls*****

Irrigation Repairs \$736.45

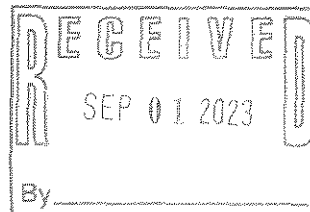
Invoice Total \$736.45

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

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson





**COMPLETED
WORK**

W. O. # _____
 NAME River Town
 ADDRESS Dahlia Falls
 DATE 11/13/2022

#			EXTENTION
11	Rainbird 1806 w/ Noz	\$ 18.50	\$ 203.50
3	Rainbird 5004R	\$ 25.00	\$ 75.00
4	Nozzles	\$ 1.50	\$ 6.00
8	misc. pipes & fittings	\$ 4.50	\$ 36.00
1	Parts	\$ 5.95	\$ 5.95
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 326.45

DATE	DESCRIPTION	HOURS	RATE	TOTAL
	Irrigation Technician	5	\$ 82.00	\$ 410.00
				\$ -
				\$ -
				\$ -
				\$ 410.00

COMMENTS :

	MATERIALS	\$ 326.45
	LABOR & RENTAL	\$ 410.00
	TOTAL	\$ 736.45

DATE COMPLETED: 10/13/22 TECHNICIAN: Beck Kolb CLIENT: River Town



INVOICE

INVOICE #	INVOICE DATE
JAX 467313	11/29/2022
TERMS	PO NUMBER
Net 45	

Bill To:

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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

Invoice Due Date: January 13, 2023
Invoice Amount: \$539.00

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

November Irrigation Repairs- The Havens

Irrigation Repairs

\$539.00

Invoice Total

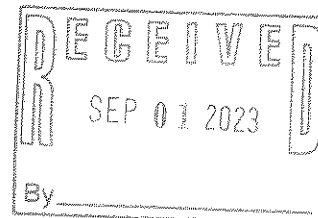
\$539.00

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

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson





COMPLETED WORK

W. O. #

NAME

ADDRESS

DATE

RIVERTOWN

Haven S

11/14/2022

PG 1 OF 1

#			EXTNSN
6	1806 RAINBIRD SPRAYS	\$ 19.00	\$ 114.00
6	NOZZLES	\$ 2.50	\$ 15.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 129.00

Please stamp here

DATE	DESCRIPTION	HOURS	RATE	TOTAL
	Tech	5	\$ 82.00	\$ 410.00
				\$ -
				\$ -
				\$ -
LABOR & RENTAL TOTAL				\$ 410.00

Approved _____
 Not Approved _____

Comments: *Aspire # 2263398*

COMPLETED WORK	
MATERIALS	\$ 129.00
LABOR & RENTAL	\$ 410.00
TOTAL	\$ 539.00

DATE COMPLETED : 11/14/2022 TECHNICIAN : MATT KNOX CLIENT _____



INVOICE

INVOICE #	INVOICE DATE
JAX 513402	3/29/2023
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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

Invoice Due Date: April 28, 2023

Invoice Amount: \$756.90

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

March Irrigation repairs*****Valve replacement The Haven*****

Irrigation Repairs \$756.90

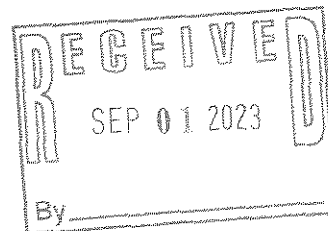
Invoice Total **\$756.90**

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

Yellowstone Landscape | Post Office Box 849 | Bunnell FL 32110 | Tel 386.437.6211 | Fax 386.437.1286

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson





PROPOSAL

W. O. #
NAME River Town
ADDRESS The Havin CDD III
DATE 3/14/2023 PG OF

#		EACH	EXTNSN
1	valve 2"	\$365.00	\$ 365.00
2	splice kits	\$9.95	\$19.90
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 384.90

ALLOCATION
NEEDED

Please stamp here
ALLOCATION
COMPLETE
READY FOR BILLING

DESCRIPTION	HOURS	RATE	TOTAL
Tech	4	\$93.00	\$372.00
			\$ -
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 372.00

Approved

Aspiter # 2523616

Not Approved

Comments:	PROPOSED WORK	
replacd valve 2"	MATERIALS	\$ 384.90
	LABOR & RENTAL	\$ 372.00
	TOTAL	\$ 756.90

Earl _____ CLIENT _____



INVOICE

INVOICE #	INVOICE DATE
JAX 541345	6/9/2023
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: July 9, 2023

Invoice Amount: \$3,655.08

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

May Landscape Maintenance for Settlement

Bill to Mattamy

Landscape Enhancement CORE	\$3,655.08
----------------------------	------------

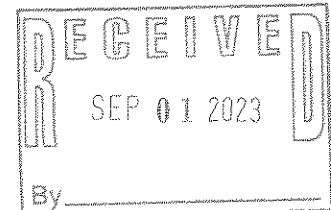
Excellent

Invoice Total **\$3,655.08**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson



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



INVOICE

INVOICE #	INVOICE DATE
JAX 541344	6/9/2023
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: July 9, 2023

Invoice Amount: \$3,655.08

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

April Landscape Maintenance for Settlement

Bill to Mattamy

Landscape Enhancement CORE	\$3,655.08
----------------------------	------------

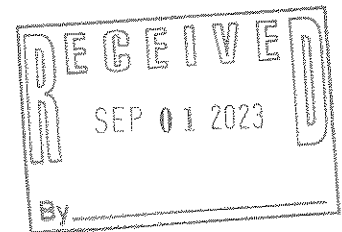
Excellent

Invoice Total \$3,655.08

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson



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



INVOICE

INVOICE #	INVOICE DATE
JAX 544875	6/16/2023
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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

Invoice Due Date: July 16, 2023

Invoice Amount: \$1,503.75

Description	Current Amount
June irrigation repairs *****Mainline repair at the Settlement*****	
Irrigation Repairs	\$1,503.75

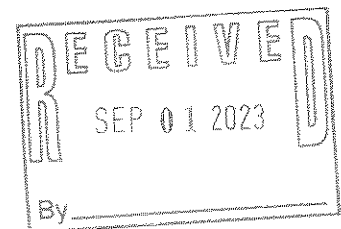
Invoice Total \$1,503.75

Excellence

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson



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



YELLOWSTONE

completed

W. O. #
 NAME
 ADDRESS
 DATE

River Town	
sattlement CDD3	
6/6/2023	PG OF

#		EACH	EXTNSN
6	3" pvc fitting	\$9.95	\$69.95
1	3"slip fix	\$185.00	\$185.00
4	3'pvc pipe	\$9.95	\$39.80
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 294.75

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
Tech	13	\$93.00	\$1,209.00
			\$ -
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 1,209.00

Approved _____
 Not Approved _____

Aspire # 2686897

Comments:	PROPOSED WORK	
Broken main line 3"	MATERIALS	\$ 294.75
	LABOR & RENTAL	\$ 1,209.00
	TOTAL	\$ 1,503.75

Earl CLIENT



INVOICE

INVOICE #	INVOICE DATE
JAX 544874	6/16/2023
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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

Invoice Due Date: July 16, 2023

Invoice Amount: \$704.90

Description	Current Amount
May irrigation repairs *****The Settlement***** Irrigation Repairs	\$704.90

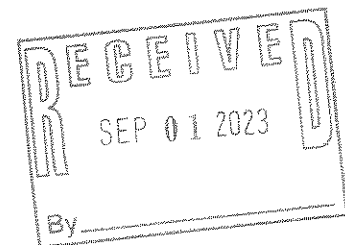
Invoice Total \$704.90

Excellent

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson



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



YELLOWSTONE

completed

W. O. #

NAME

ADDRESS

DATE

River Town

sattlement CDD3

5/30/2023

PG OF

#		EACH	EXTNSN
6	1 1/2 fitting and pipe	\$69.95	\$69.95
1	gate valve	\$76.95	\$76.95
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 146.90

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
Tech	6	\$93.00	\$588.00
			\$ 558
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 588.00

Approved

Approved # 267622

Not Approved

Comments:	PROPOSED WORK	
broken main line	MATERIALS	\$ 146.90
	LABOR & RENTAL	\$ 588.00
		7.4
	TOTAL	\$ 734.90

Earl

CLIENT



YELLOWSTONE LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 555572	7/5/2023
TERMS	PO NUMBER
Net 30	

Bill To:

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

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: August 4, 2023

Invoice Amount: \$3,655.08

Description	Current Amount
June Landscape Maintenance for Settlement	

Area is not officially turned over

Landscape Enhancement CORE

\$3,655.08

Excellence

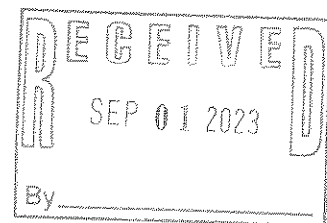
Invoice Total

\$3,655.08

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson



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



INVOICE

INVOICE #	INVOICE DATE
JAX 560013	7/14/2023
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: August 13, 2023

Invoice Amount: \$521.70

Description	Current Amount
July irrigation repairs *****Silk Grass*****	
Irrigation Repairs	\$521.70

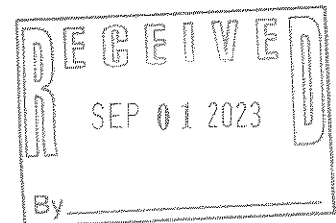
Invoice Total \$521.70

Excellence

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson



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



YELLOWSTONE
LANDSCAPE

completed

W. O. #
NAME
ADDRESS
DATE

River Town
silk grass CDD3
7/6/2023 PG OF

#		EACH	EXTNSN
2	Decoders	\$410.00	\$ 820.00
6	wire caps	\$9.95	\$59.70
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$149.70

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
Tech	4	\$93.00	\$ 372.00
			\$ -
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 372.00

Approved Aspirer # 2762601
Not Approved _____

Comments:	PROPOSED WORK	
need new Decoders	MATERIALS	\$ 149.70
	LABOR & RENTAL	\$ 372.00
	TOTAL	\$ 521.70

CLIENT _____



INVOICE

INVOICE #	INVOICE DATE
JAX 561196	7/20/2023
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: August 19, 2023

Invoice Amount: \$2,055.40

Description	Current Amount
July irrigation repairs*****Decoder replacement @ The Settlement*****	
Irrigation Repairs	\$2,055.40

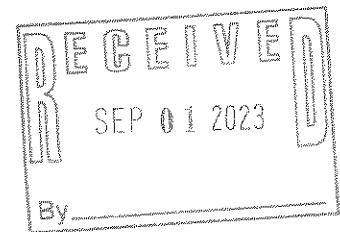
Invoice Total \$2,055.40

Excellence

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson



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



YELLOWSTONE

completed

W. O. #

NAME

ADDRESS

DATE

River Town

settlement CDD3

7/17/2023

PG OF

#		EACH	EXTNSN
2	Decoders	\$410.00	\$820.00
12	splice kits	\$9.95	\$ 119.40
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 939.40

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
Tech	12 #	\$93.00	\$ 1,116.00
			\$ -
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 1,116.00

Approved Aspire # 277 2439

Not Approved _____

Comments:	PROPOSED WORK	
zone #12 old decoder #28762 new #25731 also zone #23 old decoder # 27198 new # 25728	MATERIALS	\$ 939.40
	LABOR & RENTAL	\$ 1,116.00
	TOTAL	\$ 2,055.40

7/17/2023 Earl CLIENT



INVOICE

INVOICE #	INVOICE DATE
JAX 562812	7/27/2023
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

Address: 475 West Town Place Suite 114
St. Augustine, FL 32092

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: August 26, 2023

Invoice Amount: \$2,181.40

Description	Current Amount
July irrigation repairs*****The Settlement*****	
Irrigation Repairs	\$2,181.40

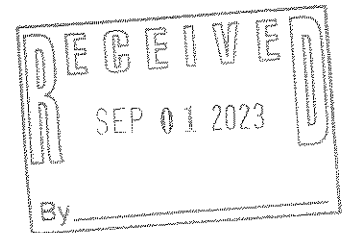
Invoice Total \$2,181.40

Excellence

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson



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



completed

W. O. #		
NAME	River Town	
ADDRESS	settlement CDD3	
DATE	7/18/2023	PG OF

#	DESCRIPTION	EACH	EXTNSN
2	valves 2"	\$350.00	\$700.00
8	pvc fitting 2"	\$9.95	\$ 79.60
4	spray heads 6"	\$24.95	\$99.80
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 879.40

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
Tech	14 #	\$93.00	\$ 1,302.00
			\$ -
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 1,302.00

Approved _____
 Not Approved _____

Comments:	PROPOSED WORK	
fixed broken valves and spray heads 2" valves	MATERIALS	\$ 879.40
	LABOR & RENTAL	\$ 1,302.00
	TOTAL	\$ 2,181.40

7/18/2023 Earl CLIENT

Account # 2776542



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 579472	8/29/2023
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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Rivers Edge CDD III

Invoice Due Date: September 28, 2023

Invoice Amount: \$673.70

Description	Current Amount
August irrigation repairs*****Locate and repair 2-wire failure*****	
Irrigation Repairs	\$673.70

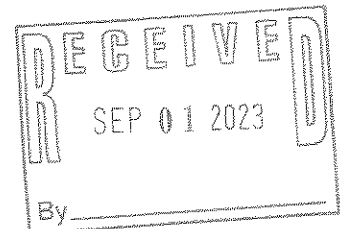
Invoice Total \$673.70

Excellence

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9-1-2023
by Jason Davidson

Jason Davidson



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



completed

W. O. #
 NAME
 ADDRESS
 DATE

River Town
 settlement CDD3
 8/22/2023 PG OF

#		EACH	EXTNSN
1	cutt wire	\$56.00	\$56.00
6	wire splices	\$9.95	\$59.70
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 115.70

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
Tech	6	# \$93.00	\$558.00
			\$ -
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 558.00

Approved Aspire # 2828061
 Not Approved _____

Comments:	PROPOSED WORK
cutt wire at valve behind new unit	MATERIALS \$ 115.70
	LABOR & RENTAL \$ 558.00
	TOTAL \$ 673.70

Earl CLIENT



INVOICE

Customer	Rivers Edge III Community Development District
Acct #	1017
Date	09/18/2023
Customer Service	Kristina Rudez
Page	1 of 1

Rivers Edge III Community Development District
 c/o Governmental Management Services
 475 West Town Place, Ste 114
 St. Augustine 32092

Payment Information	
Invoice Summary	\$ 18,147.00
Payment Amount	
Payment for:	Invoice#19843
100123475	

Thank You

Please detach and return with payment

Customer: Rivers Edge III Community Development District

Invoice	Effective	Transaction	Description	Amount
19843	10/01/2023	Renew policy	Policy #100123475 10/01/2023-10/01/2024 Florida Insurance Alliance Package - Renew policy Due Date: 9/18/2023 <div style="text-align: center;"> <p><i>APPROVED</i></p> <p><i>[Signature]</i></p> <p><i>9/19/2023</i></p> <p><i>1-31-513-45</i></p> </div> <div style="text-align: center; border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>RECEIVED</p> <p>SEP 19 2023</p> </div>	18,147.00

Total
\$ 18,147.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:
 Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors P.O. Box 748555 Atlanta, GA 30374-8555	(321)233-9939 sclimer@egisadvisors.com	Date
		09/18/2023

KAD ELECTRIC COMPANY
P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

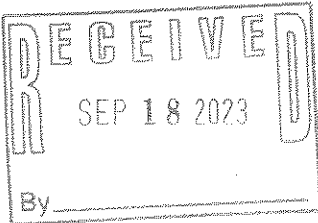
Invoice

DATE	INVOICE #
9/18/2023	4776

BILL TO
RIVERS EDGE CDD III 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE FL 32092

P.O. NO.	TERMS	JOB
		23-954

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
Elec. Labor	1	The Haven and material. Provided and installed 2-4' solar lights at The Haven	1,990.00	1,990.00



Approved RECDD III
Submitted to AP on 9-18-2023
by Jason Davidson
Jason Davidson
1-321-572-160
33

Thank you for your business. We appreciate it very much.			Total	\$1,990.00
			Payments/Credits	\$0.00
			Balance Due	\$1,990.00
Phone #	Fax #	E-mail		
904-541-1000	904-215-3475	LDEASE@AOL.COM		



KILINSKI | VAN WYK

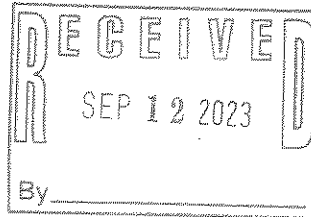
Kilinski | Van Wyk PLLC

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 # 7458
Date: 09/11/2023
Due On: 10/11/2023



RE3CDD-01 General

River's Edge III - 01 General Counsel

1-31-513-315
13

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	08/01/2023	Review Mainstreet Phase 4 plat and update acquisition documents related to same.	0.70	\$315.00	\$220.50
Service	JK	08/03/2023	Confer with staff re: EPLI insurance and options for same; research same	0.10	\$315.00	\$31.50
Service	LG	08/03/2023	Confer with Egis regarding field ops insurance coverage.	0.40	\$315.00	\$126.00
Service	JK	08/04/2023	Review affidavits and notices of mailing for assessment hearing; confer re: meeting schedule resolution; confer re: tentative agenda with staff	0.30	\$315.00	\$94.50
Service	LG	08/04/2023	Confer with district manager regarding pending acquisitions; confirm publication of budget and meeting notices.	0.60	\$315.00	\$189.00
Service	CR	08/07/2023	Draft letter regarding meeting notice in preparation of upcoming board meeting; Review, revise, and finalize resolutions for budget and assessment for upcoming meeting.	0.80	\$270.00	\$216.00
Service	JK	08/07/2023	Prepare for and attend agenda call; review/edit and disseminate budget and assessment resolutions	0.40	\$315.00	\$126.00
Service	JK	08/10/2023	Review pond correspondence re: deficiencies; confer with District Manager re: same	0.10	\$315.00	\$31.50

Service	LG	08/11/2023	Analyze insurance requirements for amenity management contract.	0.20	\$315.00	\$63.00
Service	JK	08/11/2023	Confer with FIA/Gentry re: insurance for amenity management contract; confer re: contract on maintenance services language	0.20	\$315.00	\$63.00
Service	JK	08/16/2023	Prepare for and attend Board meeting	3.00	\$320.00	\$960.00
Expense	AL	08/16/2023	Rental Car Expenses: Travel JK	1.00	\$160.40	\$160.40
Expense	AL	08/16/2023	Gas: Travel JK	1.00	\$36.02	\$36.02
Expense	AL	08/16/2023	Meals: Travel JK	1.00	\$32.59	\$32.59
Service	LG	08/17/2023	Prepare revised insurance provision and confer with Vesta regarding same.	0.30	\$320.00	\$96.00
Expense	AL	08/21/2023	Westlaw Charges: Remedies for property encroachments.	1.00	\$368.20	\$368.20
Service	CR	08/23/2023	Drafting and revisions of landscaping and pond maintenance addendums and agreements.	1.50	\$275.00	\$412.50
Service	JK	08/23/2023	Review/edit Yellowstone addendum; review/edit Charles aquatics addendum; confer re: notice of termination and options for same; confer re: project maps; confer re: property ownership dedication	0.30	\$320.00	\$96.00
Service	JK	08/24/2023	Review correspondence on Charles Aquatics and options for recovery and options for bidding on same	0.20	\$320.00	\$64.00
Service	CR	08/25/2023	Review and analysis of deficit funding agreement for proper execution.	0.20	\$275.00	\$55.00
Service	JK	08/25/2023	Review September meeting publication; review annual meeting publication; confer with staff re: aquagenix and Charles aquatics status and supporting materials	0.80	\$320.00	\$256.00
Service	JK	08/28/2023	Confer with Davidson; update Charles Aquatics letter on contractual deficiencies; review due diligence information on shed location and easement impacts and confer with staff on same	0.40	\$320.00	\$128.00
Service	LG	08/28/2023	Prepare memorandum regarding FEMA requirements.	0.20	\$320.00	\$64.00
Service	CR	08/29/2023	Drafting of lake management agreement for upcoming months given termination	0.90	\$275.00	\$247.50

			by current vendor.			
Service	JK	08/29/2023	Confer with Davidson re: closures; confer re: pond agreements; review/edit FEMA addendums; confer re: roadway inlet agreement updates; transmit same	0.30	\$320.00	\$96.00
Service	JK	08/30/2023	Review/update pond contracts for temporary and emergency services	0.30	\$320.00	\$96.00
Service	JK	08/31/2023	Review minutes; confer re: draft agenda; confer with team re: easement/ownership items and pond work/agreement provisions	0.20	\$320.00	\$64.00
Non-billable entries						
Service	CR	08/08/2023	Draft fiscal year 2024 budget funding resolution in preparation of board meeting.	0.50	\$270.00	\$135.00
Service	CR	08/09/2023	Review and revise various proposals, resolutions, and reports in accordance with preparation for upcoming board meeting.	0.80	\$270.00	\$216.00
Service	CR	08/16/2023	Prepare for and attend board meeting.	3.80	\$275.00	\$1,045.00
Expense	AL	08/16/2023	Mileage: Travel CR	125.00	\$0.655	\$81.88
Expense	AL	08/16/2023	Meals: Travel CR	4.00	\$1.50	\$1.50
Service	LG	08/20/2023	Revise Vesta insurance requirements document and confer with Vesta representatives regarding same.	0.20	\$320.00	\$64.00
Service	CR	08/21/2023	Draft addendum to Yellowstone contract for additional landscaping services; Review and analysis of scheduled issued letters regarding upcoming meetings and schedule for finalization and issuance.	4.60	\$275.00	\$440.00
Service	CR	08/31/2023	Review and analysis of budget resolutions and assessment resolutions to ensure appropriate and complied with meeting minutes/ decisions; Review and revise construction agreement.	0.90	\$275.00	\$247.50
Total						\$4,393.21

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7241	09/17/2023	\$3,341.60	\$0.00	\$3,341.60

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7458	10/11/2023	\$4,393.21	\$0.00	\$4,393.21
Outstanding Balance				\$7,734.81
Total Amount Outstanding				\$7,734.81

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

Please pay within 30 days.



September 18, 2023
 Project No: P0113094.80
 Invoice No: 50953

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

Project P0113094.80 Rivers Edge III CDD
 For services including attend August CDD meeting and updating CDD maintenance exhibits.
Professional Services from August 01, 2023 to August 31, 2023

1-31-513-311
 5

Professional Personnel

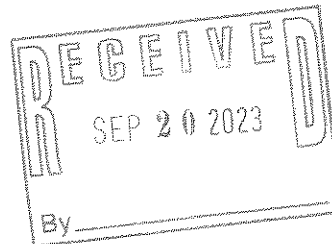
	Hours	Rate	Amount	
Vice President	1.50	250.00	375.00	
Landscape Architect/GIS Analyst	1.50	150.00	225.00	
Totals	3.00		600.00	
Total Labor				600.00

Reimbursable Expenses

Travel - Reimbursable - Mileage			8.90	
Total Reimbursables	1.15 times		8.90	10.24
				Total this Invoice \$610.24

Outstanding Invoices

Number	Date	Balance
50380	6/13/2023	646.25
50778	8/16/2023	1,031.51
Total		1,677.76





INVOICE

INVOICE #	INVOICE DATE
JAX 590834	9/14/2023
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: October 14, 2023

Invoice Amount: \$801.00

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

September irrigation repairs

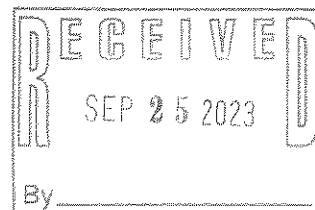
Irrigation Repairs

\$801.00

Invoice Total

\$801.00

IN COMMERCIAL LANDSCAPING



Approved RECDD III
Submitted to AP on 9-25-23
by Jason Davidson

Jason Davidson
1-32-572-46100
26

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



INVOICE

INVOICE #	INVOICE DATE
JAX 590521	9/15/2023
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: October 15, 2023

Invoice Amount: \$30,569.95

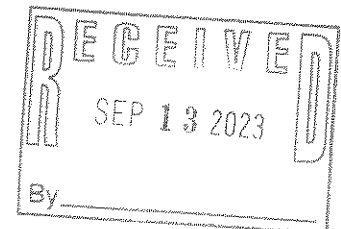
Description	Current Amount
Monthly Landscape Maintenance September 2023	\$30,569.95

Invoice Total **\$30,569.95**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9-13-2023
by Jason Davidson

Jason Davidson
1.32.572.461
26



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

Governmental Management Services, LLC

1001 Bradford Way
 Kingston, TN 37763

Invoice

Invoice #: 42
 Invoice Date: 10/1/23
 Due Date: 10/1/23
 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 - October 2023 1-31-513-34		2,473.33	2,473.33
Website Administration - October 2023 1-31-513-351		159.00	159.00
Information Technology - October 2023 1-31-513-351		106.00	106.00
Dissemination Agent Services - October 2023 1-31-513-324		309.17	309.17
Office Supplies 1-31-513-51		0.24	0.24
Postage 1-31-513-42		5.04	5.04
Copies 1-31-513-425	3	35.25	35.25

RECEIVED
 OCT 04 2023
 BY: _____

Total \$3,088.03

Payments/Credits \$0.00

Balance Due \$3,088.03

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 43

Invoice Date: 9/30/23

Due Date: 9/30/23

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
Assessment Roll Certification - FY 2024 <p style="text-align: center;">1-31-513-314 3</p> <p style="text-align: center;">RECEIVED OCT 05 2023 BY: _____</p>		5,300.00	5,300.00

Total \$5,300.00

Payments/Credits \$0.00

Balance Due \$5,300.00

INVOICE

J & J Aquatics Specialist LLC
PO Box 3417
Lake City, FL 32056

jandjaquatics22@gmail.com
+1 (386) 898-8649



River Town- Rivers Edge 3

Bill to

Rivers Edge CDD 3
475 West Town Pl. Suite 114
St. Augustine, FL 32092

Ship to

River Town- Rivers Edge 3
475 West Town Pl. Suite 114
St. Augustine, FL 32092

Invoice details

Invoice no.: poY89233
Terms: Net 30
Invoice date: 10/10/2023
Due date: 11/10/2023

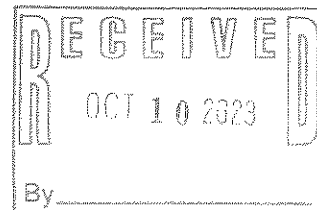
Product or service		Amount
1. Pond Maintenance	1 unit x \$2,629.47	\$2,629.47
	Total	\$2,629.47

Thank you for your business. We accept Cash, Check or Credit Card.
Note if paying by Credit Card a 3.9% transaction fee will be required.
Total if paying by Credit Card is \$2732.02

Approved RECDD 3
Submitted to AP 10.10.23
By Kevin McKendree

Kevin McKendree

1.32.572.468
34



INVOICE

J & J Aquatics Specialist LLC
PO Box 3417
Lake City, FL 32056

jandjaquatics22@gmail.com
+1 (386) 898-8649



River Town- Rivers Edge 3

Bill to

Rivers Edge CDD 3
475 West Town Pl. Suite 114
St. Augustine, FL 32092

Ship to

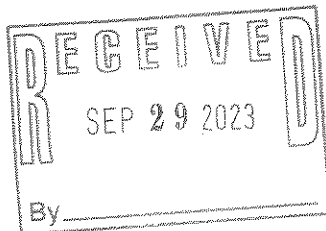
River Town- Rivers Edge 3
475 West Town Pl. Suite 114
St. Augustine, FL 32092

Invoice details

Invoice no.: poY89185
Terms: Net 30
Invoice date: 09/10/2023
Due date: 10/10/2023

Product or service		Amount
1. Special Spray Application	1 unit x \$2,629.47	\$2,629.47
	Total	\$2,629.47

Thank you for your business. We accept Cash, Check or Credit Card.
Note if paying by Credit Card a 3.9% transaction fee will be required.
Total if paying by Credit Card is \$2732.02



Approved RECDD 3
Submitted to AP 9.29.23
By Kevin McKendree

Kevin McKendree

1-32-572-468

INVOICE

J & J Aquatics Specialist LLC
PO Box 3417
Lake City, FL 32056

jandjaquatics22@gmail.com
+1 (386) 898-8649



River Town- Rivers Edge 2

Bill to

Rivers Edge CDD 2
475 West Town Pl. Suite 114
St. Augustine, FL 32092

Ship to

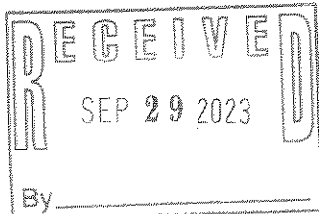
River Town- Rivers Edge 2
475 West Town Pl. Suite 114
St. Augustine, FL 32092

Invoice details

Invoice no.: poY89186
Terms: Net 30
Invoice date: 09/10/2023
Due date: 10/10/2023

Product or service		Amount
1. Special Spray Application	1 unit x \$4,476.64	\$4,476.64
	Total	\$4,476.64

Thank you for your business. We accept Cash, Check or Credit Card.
Note if paying by Credit Card a 3.9% transaction fee will be required.
Total if paying by Credit Card is \$4651.23



Approved RECDD 3
Submitted to AP 9.29.23
By Kevin McKendree

Kevin McKendree

1-32-572-468
34



KILINSKI | VAN WYK

Kilinski | Van Wyk PLLC

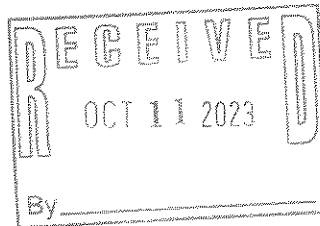
P.O. Box 6386
Tallahassee, Florida 32314
United States

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

RE3CDD-01 General

River's Edge III - 01 General Counsel

1-31-513-315
13



INVOICE

Invoice # 7699
Date: 10/11/2023
Due On: 11/10/2023

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	09/05/2023	Draft construction agreement with Florida Department of Transportation.	1.20	\$320.00	\$384.00
Service	JK	09/06/2023	Prepare roundabout FDOT agreement edits and confer with Stilwell on same	1.40	\$320.00	\$448.00
Service	JK	09/06/2023	Review landscape deficiency and accounting correspondence; confer with management team on same; review RT newsletter request and confer with staff on options for same	0.20	\$320.00	\$64.00
Service	LG	09/11/2023	Analyze insurance provisions and amenity contract structure.	0.20	\$320.00	\$64.00
Service	JK	09/11/2023	Confer with district manager re: status of Vesta agreement; confer re: status of acquisitions; review FDOT/roundabout correspondence; review Charles Aquatics pond report; confer with staff re: FEMA addendum and landscape addendum status	0.40	\$320.00	\$128.00
Service	CR	09/12/2023	Review and analyze various proposals, resolutions, and other documents in preparation of upcoming board meeting.	0.90	\$275.00	\$247.50
Service	JK	09/12/2023	Confer with District Manager re: retaining wall ownerships; confer with staff re: insurance provision options and bidding documents	0.20	\$320.00	\$64.00

Service	LG	09/13/2023	Research commercial crime insurance coverage requirements.	0.20	\$320.00	\$64.00
Service	CR	09/13/2023	Conduct legal research regarding recent legislative change regarding golf carts, age of its driver, area of use, etc. and draft language for newsletter regarding the same.	0.80	\$275.00	\$220.00
Service	CR	09/14/2023	Review and analysis of various resolutions, proposals, and other documents in preparation of upcoming board meeting.	0.90	\$275.00	\$247.50
Service	LG	09/18/2023	Prepare for Board meeting.	0.30	\$320.00	\$96.00
Service	JK	09/18/2023	Confer with Stilwell re: status of FDOT roundabout agreement; review surveyor agreement	0.20	\$320.00	\$64.00
Service	LG	09/20/2023	Travel to and attend Board meeting.	3.30	\$320.00	\$1,056.00
Service	JK	09/20/2023	Confer re: JEA transfer and status of acquisitions	0.10	\$320.00	\$32.00
Expense	LW	09/20/2023	Mileage: Travel CR.	101.30	\$0.655	\$66.35
Expense	AL	09/20/2023	Rental Car Expenses: Travel LG	1.00	\$37.21	\$37.21
Expense	AL	09/20/2023	Hotel: Travel LG	1.00	\$45.76	\$45.76
Expense	AL	09/20/2023	Gas: Travel LG	1.00	\$8.29	\$8.29
Expense	AL	09/20/2023	Tolls: Travel LG	1.00	\$3.79	\$3.79
Expense	AL	09/20/2023	Meals: Travel LG	1.00	\$2.83	\$2.83
Service	CR	09/26/2023	Draft lake maintenance agreement.	0.50	\$275.00	\$137.50
Service	CR	09/27/2023	Further drafting of lake management contract; Drafting of resolution for prompt payment of invoices policy.	0.90	\$275.00	\$247.50
Service	LG	09/28/2023	Review and provide comments to September minutes.	0.30	\$320.00	\$96.00
Service	LG	09/29/2023	Conference call with District staff and chairman regarding cost share request.	0.20	\$320.00	\$64.00
Non-billable entries						
Service	CR	09/11/2023	Review and analyze pond condition report in accordance with Charles Aquatics end of services; Review and analysis of proposed agenda including additional discussion points, resolutions, and documents for upcoming board meeting.	0.60	\$275.00	\$165.00

Service	CR	09/20/2023	Prepare for and attend board of directors meeting.	3.50	\$275.00	\$962.50
Expense	AL	09/20/2023	Meals: Travel CR	1.00	\$6.56	\$6.56
Service	CR	09/22/2023	Draft lake management addendum.	0.50	\$275.00	\$137.50
Total						\$3,888.23

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7699	11/10/2023	\$3,888.23	\$0.00	\$3,888.23
Outstanding Balance				\$3,888.23
Total Amount Outstanding				\$3,888.23

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

Please pay within 30 days.



June 13, 2023
Project No: P0113094.80
Invoice No: 50380

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

Project P0113094.80 Rivers Edge III CDD
For services including travel & attend May CDD mtg and providing updated map to CDD staff for budgeting.
Professional Services from May 01, 2023 to May 31, 2023

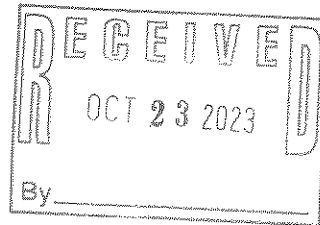
Professional Personnel

	Hours	Rate	Amount	
Principal	2.75	235.00	646.25	
Totals	2.75		646.25	
Total Labor				646.25
		Total this Invoice		\$646.25

Outstanding Invoices

Number	Date	Balance
50020	4/19/2023	232.78
50194	5/8/2023	378.38
Total		611.16

1-31-513-311
5





October 17, 2023
 Project No: P0113094.80
 Invoice No: 51155

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

Project P0113094.80 Rivers Edge III CDD
 For services including attend September CDD meeting and updating CDD and review of Main Street for acquisition.
Professional Services from September 01, 2023 to September 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Engineer	1.00	150.00	150.00	
Vice President	2.00	250.00	500.00	
Totals	3.00		650.00	
Total Labor				650.00

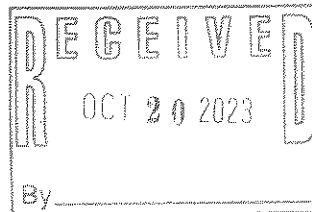
Reimbursable Expenses

Printing - Reimbursable			8.80	
Total Reimbursables		1.15 times	8.80	10.12
		Total this Invoice		\$660.12

Outstanding Invoices

Number	Date	Balance
50380	6/13/2023	646.25
Total		646.25

1.31.513.311
 5





Invoice

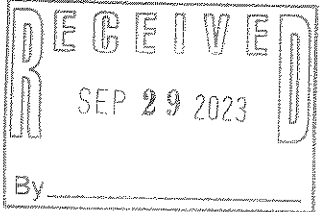
Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 413758
Date 10/01/2023
Terms Net 30
Due Date 10/20/2023
Memo Rivers Edge CDDII

Bill To
Rivers Edge CDD III
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine FL 32092

Description	Quantity	Rate	Amount
Field Operations Manager 1.32.572.44	1	2,660.93	2,660.93
General Manager 1.33.538.34	1	2,007.17	2,007.17

Thank you for your business. 35 **Total** 4,668.10





Invoice

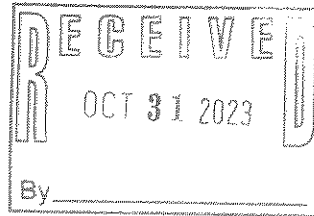
Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 414578
Date 10/31/2023
Terms Net 30
Due Date 11/30/2023
Memo Billable Mileage split

Bill To
Rivers Edge CDD III
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine FL 32092

Description	Quantity	Rate	Amount
Billable Mileage Oct. split in 3	1	88.98	88.98
Total			88.98

1.32.572.44
35





Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 414418
Date 11/01/2023
Terms Net 30
Due Date 11/20/2023
Memo Rivers Edge CDDII

Bill To

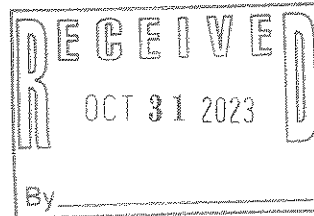
Rivers Edge CDD III
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine FL 32092

Description	Quantity	Rate	Amount
Field Operations Manager 1.32.572.44	1	2,660.93	2,660.93
General Manager 1.33.538.34	1	2,007.17	2,007.17

Thank you for your business.

35

Total 4,668.10



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



INVOICE

BILL TO

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

INVOICE # 5471
DATE 09/30/2023
DUE DATE 09/30/2023
TERMS Due on receipt

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

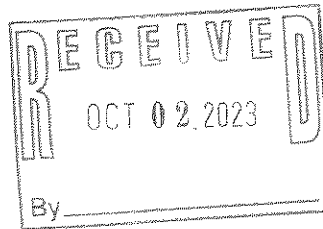
Invoice for Quarter 3 ADA Audit.

BALANCE DUE

\$400.00

Please make check payable to VGlobalTech.

1.31-513-352
6





INVOICE

INVOICE #	INVOICE DATE
JAX 604311	10/1/2023
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: October 31, 2023

Invoice Amount: \$36,679.35

Description	Current Amount
Monthly Landscape Maintenance October 2023	\$36,679.35

Invoice Total \$36,679.35

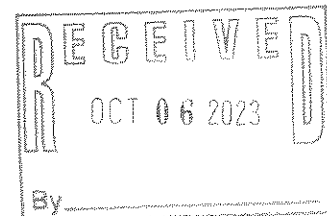
IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 10-6-2023
by Jason Davidson

Jason Davidson

1.32.572.461

28



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



INVOICE

INVOICE #	INVOICE DATE
JAX 606334	10/9/2023
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: November 8, 2023

Invoice Amount: \$800.00

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

Rivertown Main Street Pine Tree Fellings

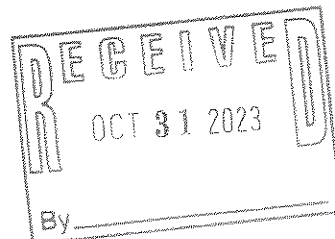
Tree Care Services

\$800.00

Invoice Total

\$800.00

IN COMMERCIAL LANDSCAPING



Approved RECDD III
Submitted to AP on 10-31-2023
by Jason Davidson

Jason Davidson

1-32-572-46101
26

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



INVOICE

INVOICE #	INVOICE DATE
JAX 607759	10/16/2023
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: November 15, 2023

Invoice Amount: \$2,432.00

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

October irrigation repairs*****Mainline repair at The Settlement*****

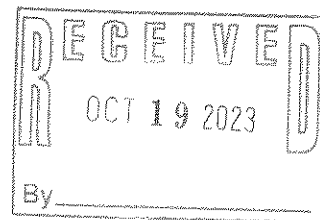
Irrigation Repairs

\$2,432.00

Invoice Total

\$2,432.00

IN COMMERCIAL LANDSCAPING



Approved RECDD III
Submitted to AP on 10-19-2023
by Jason Davidson

Jason Davidson
1.32.572.461
28

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



YELLOWSTONE
LANDSCAPE

**COMPLETED
WORK**

W. O. # _____
 NAME Rivertown CDD III
 ADDRESS The Settlement
 DATE _____

#			EXTENTION
1	Mainlin reapiir at the Sattlemnt pipe and fittings		\$ 200.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		PARTS TOTAL	\$ 200.00

DATE	DESCRIPTION	HOURS	RATE	TOTAL
		24	\$ 93.00	\$ 2,232.00
				\$ -
				\$ -
				\$ 2,232.00

COMMENTS : _____

	MATERIALS	\$ 200.00
	LABOR & RENTAL	\$ 2,232.00
	TOTAL	\$ 2,432.00

DATE COMPLETED _____ TECHNICIAN: _____ CLIENT _____



INVOICE

INVOICE #	INVOICE DATE
JAX 607760	10/16/2023
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: November 15, 2023

Invoice Amount: \$2,483.80

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

Gate valve replacement

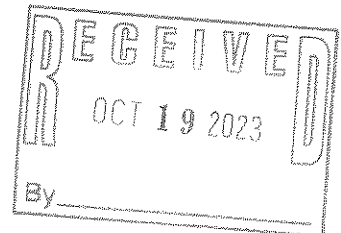
Irrigation Repairs

\$2,483.80

Invoice Total

\$2,483.80

IN COMMERCIAL LANDSCAPING



Approved RECDD III
Submitted to aP on 10-19-2023
by Jason Davidson

Jason Davidson

1-32-572-461
26

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



YELLOWSTONE

completed

W. O. #

NAME

ADDRESS

DATE

River Town
settlement CDD 3
10/2/2023 PG OF

#		EACH	EXTNSN
			\$ -
1	Gate valve 2 /1/2	\$1,248.00	\$1,248.00
1	slip fix 2/1/2	\$246.00	\$246.00
4	pvc fitting 2/1/2 sec.80	\$14.95	\$59.80
			\$ -
	2		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$1,553.80

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
Tech	10	\$93.00	\$ 930.00
			\$ -
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 930.00

Approved Aspires # 2918379

Not Approved _____

Comments:	PROPOSED WORK	
fixed main line and valve	MATERIALS	\$ 1,553.80
	LABOR & RENTAL	\$ 930.00
	TOTAL	\$ 2,483.80

Earl _____ CLIENT _____



INVOICE

INVOICE #	INVOICE DATE
JAX 602131	10/3/2023
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: November 2, 2023

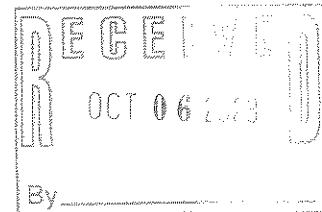
Invoice Amount: \$8,450.00

Description	Current Amount
September Maintenance of New Dog park, Trails, and Grand Bridge	
Landscape Enhancement CORE	\$8,450.00

Invoice Total \$8,450.00

Excellence

IN COMMERCIAL LANDSCAPING



Approved RECDD III
Submitted to AP on 10-6-2023
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 602132	10/3/2023
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: November 2, 2023

Invoice Amount: \$1,562.00

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

September irrigation repairs*****The Settlement*****

Irrigation Repairs

\$1,562.00

Invoice Total

\$1,562.00

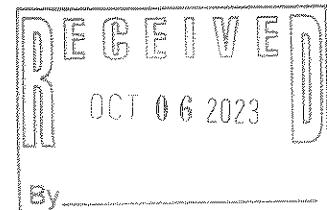
IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 10-6-2023
by Jason Davidson

Jason Davidson

1.32.572.461

28



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



YELLOWSTONE

completed

W. O. #
NAME
ADDRESS
DATE

River Town
settlement CDD 3
9/19/2003 PG OF

#		EACH	EXTNSN
			\$ -
1	slip fix 3"	\$220.00	\$220.00
1	slip fix 1 1/2	\$125.00	\$125.00
2	pvc 3' fitting	\$9.95	\$19.90
4	pvc fitting 1 1/2'	\$8.95	\$ 35.80
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$446.00

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
Tech	12	\$93.00	\$ 1,116.00
			\$ -
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 1,116.00

Approved _____

Not Approved _____

Comments: *Approved 200 4375*

COMMENTS	PROPOSED WORK	
fixed main line and valve	MATERIALS	\$ 446.00
	LABOR & RENTAL	\$ 1,116.00
	TOTAL	\$ 1,562.00

Earl CLIENT _____

D.

**AQUATIC MANAGEMENT AGREEMENT BETWEEN
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
AND SOLITUDE LAKE MANAGEMENT, LLC**

This Agreement is made and entered into effective the 1st day of November, 2023, by and between:

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in St. Johns County, Florida and having offices at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092 (the “**District**”); and

SOLITUDE LAKE MANAGEMENT, LLC, a foreign limited liability company authorized to do business in Florida, with a mailing address of 5869 Enterprise Parkway, Ft. Myers, Florida 33905 (the “**Contractor**”, and together, the “**Parties**”).

RECITALS

WHEREAS, the District is a special unit of local purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purposes, among others, of planning, constructing, installing, acquiring, financing, managing and operating public improvements and community facilities, including stormwater facilities; and

WHEREAS, the District has a need to retain an independent contractor to provide professional stormwater management services for certain stormwater ponds within and around the District, which are herein after collectively referred to as the “Lakes” and which are identified in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”); and

WHEREAS, the Contractor is qualified to provide such Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. The duties, obligations, and responsibilities of the Contractor are to provide lake management services at thirteen (13) Lakes as more specifically identified in **Exhibit A**. The Contractor shall provide a minimum of one (1) service visit per Lake each month for the term of this Agreement. The Services shall include, but are not limited to the provision of Services identified in **Exhibit B** (to the extent the exhibit and this Agreement conflict, this Agreement shall control) attached hereto, including the following:

- a. Monitoring
- b. Aquatic Weed Control
- c. Shoreline Weed Control

- d. Algae Control
- e. Trash Removal

B. The Contractor shall:

- a. Be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District;
- b. Report directly to the District Manager or his designee;
- c. Use all due care to protect the property of the District, its residents, and landowners from damage;
- d. Promptly repair any damage or harm resulting from the Contractor's activities and work; and
- e. Promptly provide a full written report as to all accidents or claims for damage occurring on property within the District, including any damage or destruction of the property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

C. The Contractor shall provide all aquatics maintenance services within presently accepted standards and shall ensure that all services are sufficient to maintain the applicable properties consistent with the District's applicable permits and/or conservation easements, as well as applicable federal, state, and local laws. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. Contractor shall solely be responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. At no time shall the Contractor use any products, compounds, or materials that contain copper in any form in any of the water bodies within the project area unless such products, compounds, or materials are specifically approved for usage in water bodies by both the U.S. Environmental Protection Agency and the State of Florida. Usage of such products, compounds, or materials must also be in compliance with applicable St. Johns River Water Management District ("SJRWMD") rules and any and all SJRWMD permits issued to the District.

3. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the Lakes prior to the time of the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, and maintenance of the existing Lakes, regardless of the current condition of the Lakes and at no additional charge to the District unless specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing Lakes were not in good condition or otherwise differ materially from conditions ordinarily encountered.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this

Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District. The Contractor agrees to meet with the District's representative, who shall be the District's General Manager and Operations Manager, to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. The Contractor shall attend the District's monthly meetings and be prepared to report to the District's Board of Supervisors regarding the aquatics maintenance services upon request of the District's Designee. Further, the Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to commence repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION.

- a. As compensation for Services described in this Agreement, the District agrees to pay the Contractor **One Thousand, Forty-Six Dollars and Zero Cents (\$1,046.00)** per month for all Services described herein, consistent with the specifications set forth at **Exhibit B**. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*, the District's *Prompt Payment Policies and Procedures*, and the District's *Policy on Aged Invoices*, all of which are incorporated herein by reference. In particular, invoices must be submitted no later than one hundred twenty (120) days from the date that services were rendered.
- b. Any price increases proposed to apply to any renewal term must be submitted for Board approval no later than the February Board meeting preceding the renewal, to allow for planning and incorporation into the District's budget.

6. TERM AND RENEWAL. The initial term of this Agreement shall be from November 1, 2023, to September 30, 2024. Thereafter, this Agreement shall automatically renew for additional one (1)-year terms each October 1, unless terminated in accordance with the terms herein.

7. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and

covering at least the following hazards:

- (1) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insureds on each policy (with the exception of the Professional Liability Insurance and Worker's Compensation Insurance). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Contractor shall, without interruption, maintain the insurance for at least four (4) years after the completion or termination of this Agreement.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all

percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

C. Nothing herein shall be construed to be a waiver of the District's sovereign immunity or limitation of liability granted by Section 768.28, *Florida Statutes*, or other statute or law.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the

District's right to protect its rights from interference by a third party to this Agreement.

12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

13. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

14. TERMINATION. The District may terminate this Agreement with or without cause at any time by providing written notice of termination to the Contractor. Contractor may terminate this Agreement without cause upon thirty (30) days written notice of termination to the District. Upon termination, Contractor shall be entitled to payment for all work and/or services completely and satisfactorily rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party

shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

20. AMENDMENTS. 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 the District and the Contractor.

21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

22. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

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

B. If to the Contractor: Solitude Lake Management, LLC
5869 Enterprise Parkway
Ft. Myers, Florida 33905
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 contained in this Agreement 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 District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other

parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

23. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

24. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Should a lawsuit be necessary to enforce any of the provisions of this Agreement, the parties hereto agree that such action shall be brought in St. Johns County, Florida.

25. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Howard McGaffney ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-940-5850, OR BY

EMAIL AT HMCGAFFNEY@GMSNF.COM, OR BY REGULAR MAIL AT THE ADDRESS SET FORTH HEREIN.

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

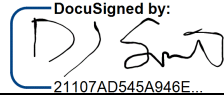
27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute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

28. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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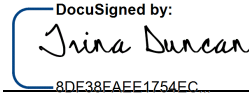
IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:


Chairman, Board of Supervisors

SOLITUDE LAKE MANAGEMENT, LLC

DocuSigned by:


By: Trina Duncan

Its: Business Manager

Exhibit A: Map for Scope of Services

Exhibit B: Proposal for Aquatic Management Services

Exhibit A Map for Scope of Services



River Town CDD-3

Exhibit B Proposal for Aquatic Management Services

SOLITUDE SERVICE QUOTE
Page 8 of 11



Scope: **CDD3- Monthly maintenance of thirteen (13) ponds (II, PP, QQ, RR, VV, YY, ZZ, AAA, BBB, CCC, DDD, EEE, & FFF) totaling approximately 15,276 perimeter feet and 19.76 acres as described below.**

Monitoring:

1. A SOLitude Biologist will visit the site and inspect the pond(s) at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds and algae at the discretion of the Biologist and company.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control:

1. Pond(s) will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Shoreline areas will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control weeds at the discretion of the Biologist and company.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

888.480.LAKE (5253) | SOLITUDELAKEMANAGEMENT.COM



3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Pond(s) will be inspected at a **minimum of one (1) time per month basis**, with additional monthly visits as needed to control algae at the discretion of the Biologist and company.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.
2. Trash is defined as man-made litter and must be larger than four inches. Styrofoam packaging materials are excluded. The cleanup is intended to provide an acceptable level of trash removal; removal of 100% of lake trash during each cleanup is not guaranteed.



Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

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Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Assumptions:

1. Company will have free and unimpeded access to the lakes.
2. Price is based on a reasonable plan / field design of the specified work.

General Qualifications:

1. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

CDD 3 - \$1,046 per month (\$12,552 per annum)*

E.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

October 16, 2023

Board of Supervisors
Rivers Edge III Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Rivers Edge III Community Development District, St. Johns County, Florida ("the District") for the fiscal year ended September 30, 2023. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Rivers Edge III Community Development District as of and for the fiscal year ended September 30, 2023. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2023 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-NF LLC - 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092 - TELEPHONE: 904-940-5850

Our fee for these services will not exceed \$5,100 for the September 30, 2023 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement provides an option of two (2) one-year renewals upon the written agreement of the parties. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2023 must be provided to us no later than February 15, 2024, in order for us to complete the engagement by May 15, 2024.

Subject to timely receipt of the necessary information, we will submit a preliminary draft audit report by May 1, 2024 for the District's review, and a final draft audit report by May 15, 2024 for the District's review and approval.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Rivers Edge III Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Rivers Edge III Community Development District.

By:  _____
396ACEAA81D8491...

Title: District Manager / Secretary

Date: 10/25/2023



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

FIFTH ORDER OF BUSINESS

A.

RIVERS EDGE III CDD

Acquisition of Main Street Phase 4 Improvements and Work Product January 2024

ACQUISTION LETTER

January ____, 2024

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 Main Street Phase 4 (Spine Road 9) Improvements and Work Product

Dear Mr. McGaffney:

Mattamy Jacksonville LLC has completed and wishes to sell to the District certain master infrastructure 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 **\$11,259,361.99**, inclusive of **\$225,660.25** in balance to finish/retainage remaining to be paid.

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

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 4,” recorded at Book 121, Pages 44 , et seq., of the Official Records of St. Johns County.

Stormwater Improvements

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities located on Tract(s) SWMF-1A, SWMF-1B, SWMF-2, SWMF-3, and SWMF-4, of the Plat known as “Rivertown Main Street – Phase 4,” recorded at Book 121, Pages 44 , et seq., of the Official Records of St. Johns County.

Open Space Improvements

All 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 signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements, and further together with all conservation open spaces, parks, recreational spaces, trails and related improvements now a part of the property constructed in and for the District, all located on portions of the real property specifically described as Tract(s) O-1, O-2, O-3, and O-4, of the Plat known as “Rivertown Main Street – Phase 4,” recorded at Book 121, Pages 44 , 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>Improvements - Main Street Extension Phase 4 (Spine Road 9)</i>			
Burnham Construction	\$5,402,025.67	\$-	\$5,402,025.67
T.G. Utility Company	\$3,557,026.71	\$-	\$3,557,026.71
Randy Suggs Landscaping Inc	\$1,228,196.00	\$-	\$1,228,196.00
Trinity Underground, Inc	\$154,375.56	\$-	\$154,375.56

First Coast Electric, Inc	\$154,338.98	\$165,177.00	\$319,515.98
Sterling Specialties Inc	\$198,870.00	\$10,000.00	208,870.00
KAD Electric Company	\$8,800.00	\$-	\$8,800.00
American Architectural Graphic	\$41,779.65	\$-	\$41,779.65
Ford Roofing Systems	\$20,414.75	\$3,165.25	\$23,580.00
Mills Concrete Inc	\$28,720.00	\$47,318.00	\$76,038
<i>Work Product - Main Street Extension Phase 4 (Spine Road 9)</i>			
Prosser	\$209,741.42	\$-	\$209,741.42
A&J Land Surveyors, Inc.	\$7,730.00	\$-	\$7,730.00
SES Energy Services LLC	\$21,683.00	\$-	\$21,683.00
TOTALS:	\$11,033,701.74	\$225,660.25	\$11,259,361.99

**AFFIDAVIT REGARDING COSTS PAID
ACQUISITION OF IMPROVEMENTS AND WORK PRODUCT
MAIN STREET 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 January, 2024.

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 January, 2024, 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
MAIN STREET PHASE 4 ROW (SPINE ROAD 9)**

January __, 2024

Board of Supervisors
Rivers Edge III Community Development District

Re: Rivers Edge III Community Development District (St. Johns County, Florida)
Acquisition of Main Street Phase 4 (Spine Road 9) 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 – Main Street 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 January, 2024, 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**

MAIN STREET PHASE 4

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ___ day of January, 2024, 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 Main Street 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 except as 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. Notwithstanding the foregoing, to the extent any amounts remain to be paid to contractors or professionals performing the work, Developer agrees to timely make payment for all such amounts and to ensure that no liens are placed on the property.

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 January, 2024, 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 January, 2024, by **Randy Suggs, Inc. (“Contractor”)**, a Florida Corporation with a principal address of PO Box 1141, Apopka, FL 32704, 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 April 8, 2022, as amended and supplemented from time to time, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company (“**Developer**”), attached hereto as **Exhibit A (“Contract”)**, Contractor has constructed for Developer certain landscape and irrigation improvements related to the construction of Main Street Extension Phase 4 (“**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.

RANDY SUGGS, INC.

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 January, 2024, by _____ of **Randy Suggs, 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: _____

CONTRACTOR ACKNOWLEDGEMENT AND RELEASE ACQUISITION OF IMPROVEMENTS

THIS RELEASE is made to be effective as of the ____ day of January, 2024, by **Trinity Underground, Inc. (“Contractor”)**, a Florida Corporation with a mailing address of PO Box 980, Brunswick, GA 31521, 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 Invoice Nos. 516 and 515 between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company (“**Developer**”), attached hereto as **Exhibit A (“Contract”)**, Contractor has provided for Developer certain materials for infrastructure improvements known as Main Street Extension Phase 4 (“**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.

TRINITY UNDERGROUND, INC.

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 January, 2024, by _____ of **Trinity Underground, 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: _____

CONTRACTOR ACKNOWLEDGEMENT AND RELEASE ACQUISITION OF IMPROVEMENTS

THIS RELEASE is made to be effective as of the ____ day of January, 2024, by **First Coast Electric, LLC (“Contractor”)**, a Florida limited liability company with an address of PO Box 60995, Jacksonville, Florida 32236, 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 proposal dated March 29, 2022, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company (“**Developer**”), attached hereto as **Exhibit A (“Contract”)**, Contractor has constructed for Developer certain materials and services related to the construction of Main Street Extension Phase 4 (“**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, except for retainage of **\$165,177**, it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except for retainage of **\$165,177**, 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, except for retainage of **\$165,177**.

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

FIRST COAST ELECTRIC, LLC

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 January, 2024, by _____ of **First Coast Electric, 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: _____

CONTRACTOR ACKNOWLEDGEMENT AND RELEASE ACQUISITION OF IMPROVEMENTS

THIS RELEASE is made to be effective as of the ____ day of January, 2024, by **Burnham Construction, Inc. (“Contractor”)**, a Florida Corporation with a principal address of 114113 Enterprise East Blvd., MacClenny, FL 32063, 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 December 20, 2021, as amended and supplemented, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company (“**Developer**”), attached hereto as **Exhibit A (“Contract”)**, Contractor has constructed for Developer certain right of way improvements related to Main Street Extension Phase 4 (“**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.

BURNHAM CONSTRUCTION, INC.

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 January, 2024, by _____ of **Burnham Construction, 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: _____

**CONTRACTOR ACKNOWLEDGEMENT AND RELEASE
ACQUISITION OF IMPROVEMENTS**

THIS RELEASE is made to be effective as of the ____ day of January, 2024, by **T.G. Utility Company, Inc. (“Contractor”)**, a Florida Corporation with a principal address of 526 Stockton St, Jacksonville, FL 32204, 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 June 27, 2022, as amended and supplemented, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company (“**Developer**”), attached hereto as **Exhibit A (“Contract”)**, Contractor has constructed for Developer certain right of way improvements related to Main Street Extension Phase 4 (“**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.

T.G. UTILITY COMPANY, INC.

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 January, 2024, by _____ of **T.G. Utility Company, 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: _____

**CONTRACTOR ACKNOWLEDGEMENT AND RELEASE
ACQUISITION OF IMPROVEMENTS**

THIS RELEASE is made to be effective as of the ____ day of January, 2024, by **Sterling Specialties Inc. (“Contractor”)**, a Florida Corporation with a principal address of 7000 US Highway 1 N, Suite 601, St. Augustine, FL 32095, 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 Proposal #2203064, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company (**“Developer”**), attached hereto as **Exhibit A (“Contract”)**, Contractor has constructed for Developer certain right of way improvements related to Main Street Extension Phase 4 (**“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, except for retainage of **\$10,000**, it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except for retainage of **\$10,000**, 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, except for retainage of **\$10,000**.

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

STERLING SPECIALTIES INC.

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 January, 2024, by _____ of **Sterling Specialties 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: _____

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

MAIN STREET PHASE 4

THIS RELEASE is made the ___ day of January, 2024, 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: _____

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 January, 2024, 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: _____

Exhibit A – Description of Work Product

DEVELOPER BILL OF SALE & ASSIGNMENT IMPROVEMENTS AND WORK PRODUCT – MAIN STREET PHASE 4

This *Developer Bill of Sale & Assignment (Improvements and Work Product – Main Street Phase 4)* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ___ day of January, 2024, 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:** 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 4,” recorded at Book 121, Pages 44 , et seq., of the Official Records of St. Johns County.
2. **Stormwater Improvements:** All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities located on Tract(s) SWMF-1A, SWMF-1B, SWMF-2, SWMF-3, and SWMF-4, of the Plat known as “Rivertown Main Street – Phase 4,” recorded at Book 121, Pages 44 , et seq., of the Official Records of St. Johns County.
3. **Open Space Improvements:** All 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 signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements, and further together with all conservation open spaces, parks, recreational spaces, trails and related improvements now a part of the property constructed in and for the District, all located on portions of the real property specifically described as Tract(s) O-1, O-2, O-3, and O-4, of the Plat known as “Rivertown Main Street – Phase 4,” recorded at Book 121, Pages 44 , et seq., of the Official Records of St. Johns County.
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 whosoever.

c. The Grantor represents that, without independent investigation, it has no knowledge of any defects in the Improvements or Work Product, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any defects, including, but not limited to, any and all warranties and other forms of indemnification. That being the case, this conveyance is made on an "as is" basis, with no warranties whatsoever except as expressly stated herein, provided however, 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 January, 2024.

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 January, 2024, 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:

Lauren Gentry, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this ___ day of January, 2024, 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 – Phase 4*,” recorded at Book 121, Pages 44 , 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:

Tracts SWMF-1A, SWMF-1B, SWMF-2, SWMF-3, SWMF-4, O-1, O-2, O-3, and O-4, together with the right-of-way known as “Rivertown Main Street,” as identified on the Plat titled “Rivertown Main Street – Phase 4,” recorded at Book 121, Pages 44 , et seq., of the Official Records of St. Johns County.

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.

[Signatures begin on following page]

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 January, 2024, 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 January, 2024, 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 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:

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 4,” recorded at Book 121, Pages 44 , 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 January, 2024.

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 January 2024, 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: _____

B.

COST SHARE REQUEST

This cost share request (the "Request") shall be subject to and governed by the terms of that certain *Tri-Party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, dated November 1, 2019, as may be amended from time to time ("Interlocal Agreement").

Requesting Party: Rivers Edge III CDD

- Request: Supplemental maintenance services for existing Improvements (i.e. enhancement of existing improvement areas). (Methodology Consultant must sign. Please attach party signature page.)
- Addition of new improvements (Methodology Consultant and Engineer must sign)

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary:
Main Street Phase 4 Addendum from Yellowstone for services.

Total Proposed
Compensation: \$ 88,980.00

Cost Share		
Calculation:	<u>\$29,212.13</u>	Rivers Edge
	<u>\$27,477.02</u>	Rivers Edge II
	<u>\$32,290.85</u>	Rivers Edge III

Methodology
Consultant Approval: _____
(Signature)

(Date)

If requesting addition of new improvements:

Engineer
Approval: _____
(Signature)

(Date)

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

The undersigned Parties hereby consent to the Request as specified herein, and agree that the aforementioned supplemental maintenance services shall be subject to and governed by the Interlocal Agreement.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Chair Vice-Chair, Board of Supervisors

Date: _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
 Chair Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

By: _____
 Chair Vice-Chair, Board of Supervisors

Date: _____

COST-SHARE STATUS COVER SHEET

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

Proposal: _____

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

Yes (Please proceed to question 2)

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

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

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

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

[End of Cover Sheet]

EXHIBIT "A"

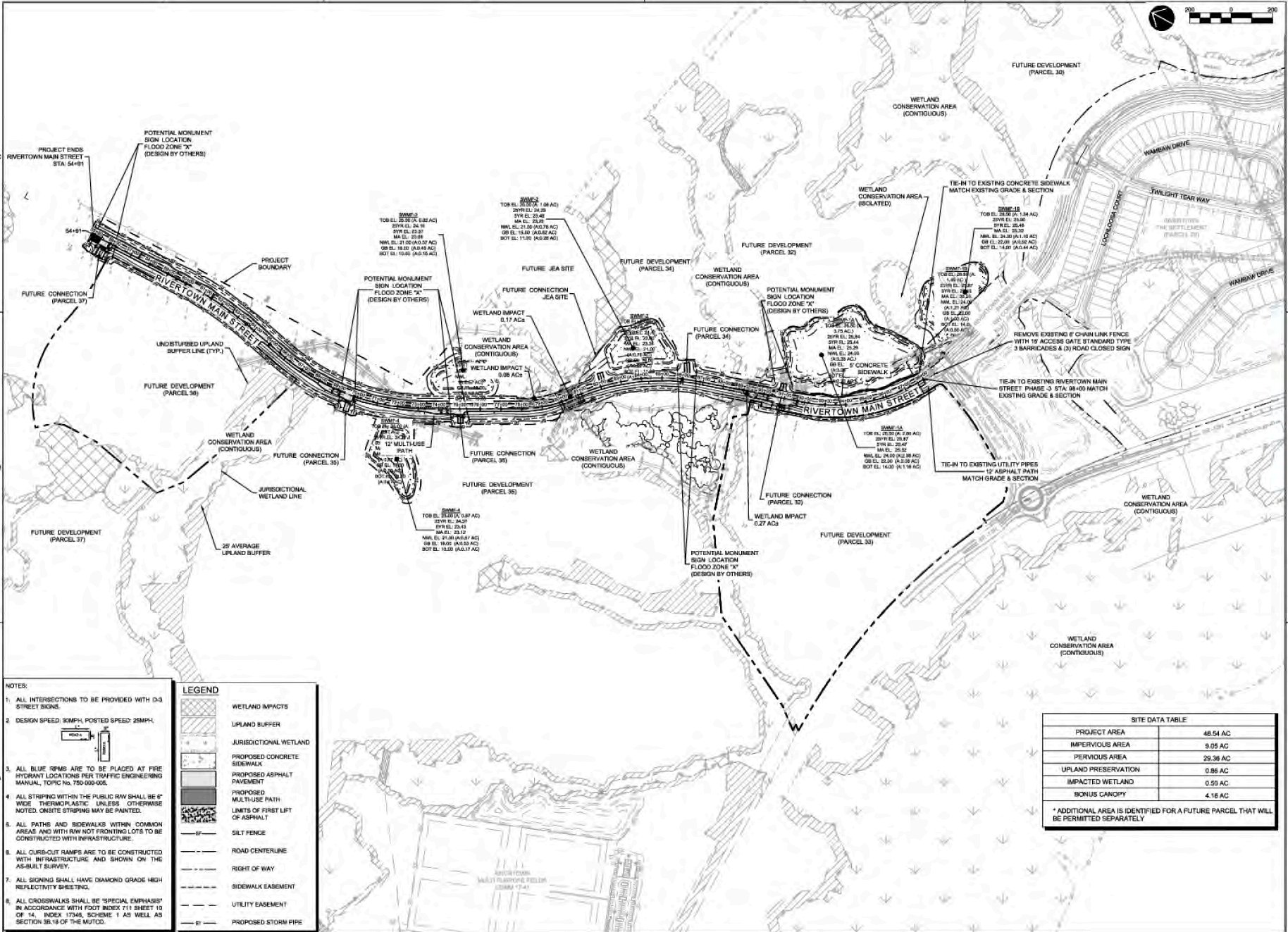
LANDSCAPE MANAGEMENT SERVICES

PRICING SHEET

RIVERS EDGE III- MAIN STREET ADDENDUM

Core Maintenance Services	
Maintenance Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning, Weeding & Cleanup	\$75,390
IPM Includes Fertilization & Pest Control Applications	\$9,600
Irrigation Inspections	\$2,730
Palm Pruning Prune 42 Palms 1 Time Per Year	\$1,260
Total	\$88,980

Grand Total Annual:	\$88,980.00
Grand Total Monthly:	\$7,415.00



- NOTES:**
- ALL INTERSECTIONS TO BE PROVIDED WITH 0-3 STREET SIGNS.
 - DESIGN SPEED: 30MPH, POSTED SPEED: 25MPH.
 - ALL BLUE RPMs ARE TO BE PLACED AT FIRE HYDRANT LOCATIONS PER TRAFFIC ENGINEERING MANUAL, TOPIC No. 750-003-005.
 - ALL STRIPING WITHIN THE PUBLIC ROW SHALL BE 6' WIDE THERMOPLASTIC UNLESS OTHERWISE NOTED. ON-SITE STRIPING MAY BE PAINTED.
 - ALL PATHS AND SIDEWALKS WITHIN COMMON AREAS AND WITH ROW NOT FRONTING LOTS TO BE CONSTRUCTED WITH INFRASTRUCTURE.
 - ALL CURB-CUT RAMPS ARE TO BE CONSTRUCTED WITH INFRASTRUCTURE AND SHOWN ON THE AS-BUILT SURVEY.
 - ALL SIGNING SHALL HAVE DIAMOND GRADE HIGH REFLECTIVITY SHEETING.
 - ALL CROSSWALKS SHALL BE 'SPECIAL EMPHASIS' IN ACCORDANCE WITH FOOT INDEX 711 SHEET 10 OF 14, INDEX 17946, SCHEME 1 AS WELL AS SECTION 38.18 OF THE MUTCD.

LEGEND

	WETLAND IMPACTS
	UPLAND BUFFER
	JURISDICTIONAL WETLAND
	PROPOSED CONCRETE SIDEWALK
	PROPOSED ASPHALT PAVEMENT
	PROPOSED MULTI-USE PATH
	LIMITS OF FIRST LIFT OF ASPHALT
	SILT FENCE
	ROAD CENTERLINE
	RIGHT OF WAY
	SIDEWALK EASEMENT
	UTILITY EASEMENT
	PROPOSED STORM PIPE

SITE DATA TABLE

PROJECT AREA	48.54 AC
IMPERVIOUS AREA	9.05 AC
PERVIOUS AREA	29.38 AC
UPLAND PRESERVATION	0.86 AC
IMPACTED WETLAND	0.50 AC
BONUS CANOPY	4.16 AC

* ADDITIONAL AREA IS IDENTIFIED FOR A FUTURE PARCEL THAT WILL BE PERMITTED SEPARATELY

PROSSER
 Creative Visionaries. Engineering Minds.[®]
 1901 Sutton Park Drive South, Suite 200
 Jacksonville, Florida 32224-0226
 904.798.3900
 www.prosserinc.com
 Florida Certificate of Authorization Number: 00004050

MATTAMY HOMES

**RIVERTOWN
 MAIN STREET
 PHASE 4**



DATE: 06/07/2021
 PROJECT NO.: 118994.33
 DESIGNED BY: RPS
 DRAWN BY: MARK
 SCALE: AS NOTED

No.	Date	Revision
1	06/07/2020	Issue For Construction
2	06/07/2020	MDCOP Turn Lanes
3	06/07/2020	SHAWNEE Resurfacing
4	07/07/2020	LIBBY MCD & MDCOP Resurfacing
5	08/19/2020	SUCUBA Additional Turn Lane MDC

THIS DRAWING NOT RELEASED FOR CONSTRUCTION UNLESS SO NOTED ABOVE
 SHEET TITLE

OVERALL SITE PLAN

EXHIBIT "B"

PERFORMANCE STANDARDS

RIVERS EDGE III- MAIN STREET ADDENDUM

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

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

Service	Visits
Site Visits	52
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