

*Rivers Edge III
Community Development District*

March 28, 2024

AGENDA

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

March 21, 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, March 28, 2024 at 9:00 a.m. at the RiverHouse, 156 Landing Street, St. Johns, Florida 32259.**

Following is the agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Organizational Matters
 - A. Acceptance of Resignation from Adam Davis
 - B. Consideration of Appointing a New Supervisor to Fill the Vacancy
 - C. Oath of Office for Newly Appointed Supervisor
 - D. Consideration of Resolution 2024-03, Designating Officers
- IV. Staff Reports
 - A. Landscape Maintenance – Report
 - B. District Engineer
 - C. District Counsel
 - D. District Manager
 - E. General Manager – Monthly Operations and Pond Reports
- V. Approval of Consent Agenda
 - A. Minutes of the January 17, 2024 Board of Supervisors Meeting
 - B. Financial Statements as of January 31, 2024

- C. Check Register
- D. Ratification of Cost Share Requests
 - 1. Replacement Loungers for the RiverHouse
 - 2. Buffer Trim at the RiverClub
 - 3. Buffer Trim at the RiverFront Park
 - 4. Homestead Plant Replacement
 - 5. Playground Mulch for Parks
 - 6. Main Street Phase 4 Pond Maintenance Services
 - 7. Tennis Court Resurfacing

VI. Business Items

- A. Ratification of Technogym Fitness Equipment Lease
- B. Consideration of Acquisition Package for Ravines and Bluffs
- C. Consideration of Cost Share Request for Landscape Maintenance Services for Ravines and Bluffs
- D. Consideration of Cost Share Request for Pond Maintenance Services for Ravines and Bluffs
- E. Consideration of Cost Share Requests for Annual Mulching
 - 1. Rivers Edge I
 - 2. Rivers Edge II
 - 3. Rivers Edge III
- F. Consideration of Mailbox Kiosk Lighting Quotes
- G. Consideration of Resolution 2024-04, Setting a Public Hearing Date to Adopt Amenity Rules and Rates

VII. Supervisor Requests

VIII. Audience Comments

- IX. Next Scheduled Meeting – Wednesday, April 17, 2024 at 9:00 a.m. at the RiverHouse

X. Adjournment

THIRD ORDER OF BUSINESS

A.

Howard McGaffney
District Manager
Rivers Edge II CDD
475 West Town Place, Suite 114
St. Augustine, FL 32092
(904)-940-5850
hmcgaffney@gmsnf.com

Dear Howard McGaffney,

Please accept this notice as my resignation of Assistant Secretary from the Rivers Edge II and Rivers Edge III CDD boards effective immediately. Thank you.

X

A handwritten signature in blue ink, appearing to read 'A. Davis', is written over a horizontal line.

Adam Davis

D.

RESOLUTION 2024-03

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

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

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

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

SECTION 1. _____ is appointed Chairman.

SECTION 2. _____ is appointed Vice Chairman.

SECTION 3. _____ is appointed Secretary and Treasurer.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Treasurer.

_____ is appointed Assistant Treasurer.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

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

PASSED AND ADOPTED THIS 28TH DAY OF MARCH, 2024.

ATTEST

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS

A.



Rivers Edge CDD – I, II, and III

Landscape Update for March 2024

- **General Maintenance**

- We have set the clock to three times a week with the turf starting to come out dormancy and the temperatures going up
- We have Detailed and Cleaned up the Riverhouse and Riverclub.
- Team is spraying for weeds throughout the community and trimming shrubs.
- Teams are working on grass cutbacks and removing moss from trees
- We will ensure that all tree suckers are removed from the base of the trees
- Team has been spraying all mulch beds for clean appearance.
- We are removing as much Moss from trees as we get to each section
- 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 in March along with fresh and rich soil. We raised the beds for a better show. We are installing Vic Blue Salvia, Antiqua Yellow Marigolds, and Pink Begonias. This is my favorite rotation for spring!
 - The low beds have caused the flowers in the past to decline prematurely and not show off as intended.
 - This is caused by the flowers staying too saturated which causes the roots to rot.
- Proper mowing heights for each type of turf will be achieved throughout the winter and early spring months.
 - Because of this you will see scalping occasionally until the proper height is achieved.

- Ex. If you want to maintain a height of 4in you need to drop the level of the existing canopy of the turf to between 3.5-3.75 so that the new green growth is what is showing after each mowing occurrence moving forward.
- **Irrigation**
 - Techs have been running through system and making repairs as we go.
 - All clocks are being set to run three times a week due to amount of rain we have had
 - Lead tech is working with IQ system to help system run more efficiently.
 - We are setting five day rain delays when we have rain
 - Other options are being looked at to make the system more efficient and save on the annual water cost.
 - Items being looked at:
 - Eliminating bubblers on established trees that do not need them anymore
 - Making sure all rain sensors are operational
 - Adding rain sensors to battery operated valves
 - Each area will be different depending on layout and justification of cost.
 - Some will be looked at to be added to a clock with wiring.
 - Others will be looked at for rain sensor installation and hidden by plant material if required.
- **Fert/Chem**
 - Our techs will be treating for turf weeds throughout the community.
 - The turf is starting to come out of dormancy. Teams are spreading granular fertilizer to green up turf and push healthy growth
 - Lead tech is Treating roses with bone meal and liquid fertilizer.
- **Arbor**
 - We will continue to lift low hanging trees throughout community each week for line of site issues, safety issues, aesthetics, and improved tree health with balanced weight distribution from the branches.

E.

RIVERTOWN

RECDD's Monthly Operations Report

Date of report: 03/20/2024

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. The new light fixture has arrived but we are working to couple this job with others where we need to replace some LED drivers. A lift will need to be rented to perform the work so coupling this with the other jobs will be cost efficient.

Alley Way Parking:

During last month's CDD meeting it was determined that parking in the alleyways on the paver islands within the original Mainstreet district is indeed not permitted. New signage was provided to us by ASAP towing and we are awaiting the arrival of the poles before installation. Staff has collaborated with Supervisor Cameron on details and location.

Pond K Fish Restocking:

After the fish kill situation in May of last year, restocking pond K has been a discussion. We are working with Florida Waterways on permitting with FWC so that we may proceed forward. We are also in the process of relocating the fish barrier as the old one was broken and unsafe to access.

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.

Main Entrance Waterfall:

We identified 4 non operable lights on the main entrances 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 replaced. They were installed this month and this is now closed.

RiverFront Park:

New flags were ordered and put on the piers roof. We also replaced the pulley system as it was dry rotted.

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 acquired quotes to have this replaced but they were high in price. We located a lumber mill that can get us what we need as the lumber dimensions are atypical and will be performing this repair in house now. This is a cost savings of approximately \$3,500. This is now complete with the exception of painting as we are allowing time for the pressure treated lumber to dry out before doing so. If you paint pressure treated lumber before it is dry the liquid preservation chemicals are sealed inside the wood and it will rot from the inside out.

Lounge Chairs at RiverHouse:

Many of the original lounge chairs at the RiverHouse are broken beyond repair as the welds have broken apart. We have ordered new chairs for the family pool side and are relocating the old ones that are still usable to the lap pool area.

Plant beds at corners of Rafter Tail and Kendall Crossing:

Plant material and grass were added to the empty beds as you come into the Homestead neighborhood from the southern roundabout off SR 13. This plant material is consistent with the rest of the area (dwarf oleander, lirioppe, blue daze). This is now closed.

Pressure Washing:

We started pressure washing curbing along Rivertown Main starting at the entrance off of LongLeaf Pine PKWY. We will work our way down as time allows.

Asphalt Trail around and along Waterfront Dr:

It was brought to our attention that the walking trail near the intersection of Waterfront Dr and Orange Branch Trail needed some attention. We are looking into removing the asphalt, cutting away the tree roots and asphaltting the affected area.

RiverHouse Pump Room:

Alpha foundations installed the helical piers to the family pool sand filter pad. We plan on using dirt from the tennis court resurfacing project to fill in the low spots in the pump room and bring the grade back to standard.

Splash Pad:

The majority of the solenoid valves in the splash pad were leaking due to their age. In order to replace them most of the system had to be taken apart so rather than band aid the repair we replumbed all of it and replaced all of the valves. This is now closed.

Slide resurfacing:

We are in the process of gathering proposals for slide resurfacing of our waterslide at the RiverHouse.

Tennis Courts:

Resurfacing of the tennis courts was approved last months CDD meeting. We are on the schedule the week of March 18th for this. Our team also put up black wire fence along the exterior bottom of the current fence to prevent balls from rolling outside the courts.

Street lights on Lindenwood Place:

The light poles behind the welcome center were found to be inoperable. We located a spliced wire inside a hand hole that affected continuity and made a repair. This is now closed.

Street lights around the Groves on Rivertown Main:

The street lights on Main street in this area were flickering due to a “dropped leg” on the B phase of power. This makes it so where they are only being given 100 volts of power from the meter and they need 120 to operate. We have contacted FPL to come out and address the issue.

Tire ruts on neighborhood entrance in front of RiverHouse:

Construction vehicles are continuously driving over our turf on the interior island of the entrance into the neighborhood from SR 13 in front of the RiverHouse. We installed landscape boulders there to “frame out” the roadway which will impede tractor trailers from hopping the curb. We are also exploring adding a road sign.

RECDD II**RiverClub Painting:**

We have acquired 3 quotes to paint the entirety of the club’s exterior, kayak shed, amphitheater and pump room fence so that we can properly plan for the 2025 budget.

Firepit:

The firepit on the right side of the pool deck was not functioning. Repair work was performed under a warranty claim and the entire unit was replaced. Everything is operating properly. This is now closed.

Watersong Pond 12:

After working with the districts engineer on this, it was determined that the water level in pond 12 has settled about 3-4 feet below its initial desired level. This created a mud bank around the perimeter and was susceptible to erosion. We had the back edge of the pond regraded to allow for mowing and it has been resodded. This is now closed.

RiverClub Chairs:

The new slings for the dining chairs and chaise lounges have finally arrived. Our team has replaced all of the broken ones and we will have extras for backup in case any break during the busy season. This is now closed.

RECDD III

We received a request for a solar light at the mailbox kiosk in the Settlement. Quotes are being obtained and will be presented to the board at March's meeting.

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 tree's. 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 has finished painting the neighborhood monument signs in all districts. After talking with a paint company we commonly use, we were informally quoted a total price for this project of \$17,750. By performing this job in house we only spent \$1,200 in supplies and saved the community approximately \$16,550.

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. Playground mulch is completed in all districts.

Invasive Wildlife:

From time to time, we get concerns from residents regarding invasive wildlife. We currently have concerns about a family of Nutria that reside in Northlake. Nutria are water rodents that resemble a beaver at first glance. Residents are concerned with the Nutria, like most rodents, carrying diseases. After speaking with the Florida Fish and Wildlife Commission, they pose minimal threat as disease is only transmittable through contact with their feces and urine or by swimming in the retention pond they live in. We have contacted a trapper who could exterminate them for under \$500, but we are looking for direction as to whether the district would want to move forward with this or if the responsibility would fall on the resident to employ a trapper to set traps on their own property when the animal crosses over from CDD land and reaches their yard.

Midge Complaints from RiverTown Residents:

Last year we had numerous complaints of midge fly infestations coming from the 2 ponds in Northlake, pond K and pond Z. We have been receiving concerns already this year as to what will be done to mitigate this issue this year. After talking with Jim Schwartz with Florida Waterways, he stated that the growing season for these starts in April. He will be doing dredge samples of the lake bottoms to get a count on the larvae to see if treatment is recommended. There are two options to mitigate this. One is a bacterial treatment that attacks the larvae in their infancy stage and is applied every 3 weeks during the growing season. The other is stocking more gambusia fish that eat the larvae of the midge and mosquito. Being such that ponds are not treated for insects these would be an additional cost to their contract.

Mosquito Concerns:

With spring coming early we have received numerous complaints of mosquitos. We have been in contact with Anastasia Mosquito Control District Program of St. Johns County to create and schedule mosquito sprays for the District. The Month of May is the busy season. The cost is free of charge as they are compensated by public tax dollars.

RIVERTOWN

RECDD's Lifestyle Report

Date of report: **3/20/24**

Submitted by: **Kim Fatuch**

Ongoing Projects

- Yellowstone has cleared the garden beds, sign has been posted and letters are being delivered for beds.
- Getting ready for busy season and adding events to both café and RiverHouse
- Preparing report of events April – June to submit to CDD for approval

February Events

- 2.16.24 – Daddy Daughter Masquerade
 - 96 families signed up resulting in an attendance of 237 people. Cost for event is \$20 per family
 - Great reviews on this as well.
 - Would have liked a kid friendly dinner truck as both trucks were pricey and not really kid friendly (Cousin's Maine Lobster and I Love Perogies). The Guanabana fruit pops and ice cream truck was a huge hit.



- 2.22.24 – Trivia
- 2.23.24 – Mother Son Masquerade
 - 112 people attended. Cost for event is \$20 per family
 - Kids had a blast
 - Mister Softee ice cream was here until it started pouring rain.
 - Tricky Ricky was here showing the kids some cool magic tricks



March Events

- 3.1.24 – Fresh Music Friday
 - Davis Cook back by high demand
 - 70-80 people attended.
- 3.8.24 – LoopManDan playing in the Café
 - Live music in the café is going over VERY well
 - This event had roughly 100 people
 - The café had a stellar night bringing in over \$6K net sales
- 3.9.24 – Spring Fling Vendor Market
 - One of four large events this year at the RiverHouse Field
 - Complete with over 40+ vendors, DJ, bounce houses, balloon artist, Easter Bunny, Egg Hunt, and food trucks
 - Over 500 people attended this event.
 - Rain came and slowed things down around 1pm but most vendors stuck it out.



- 3.14.24 & 3.17.24 – Music Bingo and Trivia
 - DJ Ross will be here with the monthly Music Bingo & Trivia nights.
 - Always brings in a decent crowd to the café
 - I am working with Lisa to offer café specials that correlate to the events.
- 3.17.24 – St. Patrick's Day Party/ Concert
 - Better than Monday is set to play at the Amphitheater for an amazing St. Pat's Day family friendly show

- Café will have Green Beer, Irish food specials
 - Everyone gets a chance to win swag, discounts or gift cards from our Pot O' Gold in the café
- 3.29.24 – Wonka Movie Night
 - Wonka is coming to RiverTown! We are setting up the movie night on the Soccer Field at the RiverHouse
 - Inflatable movie screen, bubbles, shaved ice, cotton candy, pizza truck and of course chocolate

April Events

- 4.5.24 – Fresh Music Friday
 - Davis Cook back at it
- 4.6.24 – RiverTown Games
 - Groups will compete in obstacle type challenges for all the bragging rights
 - Teams must pre-register but the event is free
- 4.11 & 25.24 – Music Bingo and Trivia
 - DJ Ross will be in the café doing music bingo and trivia Thursdays
- 4.27.24 – Mad Hatter Tea Party
 - Residents are invited to a MadHatter themed party at the RiverHouse complete with diy teacups, snacks and cookie creations.
 - Alice and the Mad Hatter will be here joining in the fun with the DJ playing fun games with all the attendees.



Customer Service Report

Customer: RiverTown 1
 Customer ID: J19302
 Field Biologist: Isaiah Sanders

Date of Visit: 2/24/2024

Waterway and Ditch Treatments

Site	A	AA	B	BB	C	CC	CR1	CR2	CR4	CR5	CR6	CR7	CR8	D	DD
Algae	x			x						x	x				x
Submersed Weeds	x			x											x
Shoreline Grasses & Brush															
Floating Weeds															
Mosquito Larvicide															
Pond Dye															
Inspection															
Debris Removal		x	x		x	x	x	x	x	x		x	x	x	

Comments: For ponds A, BB, CR5, CR6, and DD I traeted for algae and submersed weeds. For ponds AA, B, C, CC, CR1, CR2, CR4, CR7, CR8, and D I removed debri from in and around the ponds.

Carp Program

- Carp Observed
- Barriers Inspected

Flow

- None
- Slight
- Visible

Water Clarity

- < 1'
- 2-4'
- 1-2'
- >4'

Water Levels

- High
- Normal
- Low

Fish/Wildlife Observations

- | | | | | |
|--|---|---|---|--|
| <input checked="" type="checkbox"/> Bass | <input checked="" type="checkbox"/> Anhinga | <input checked="" type="checkbox"/> Woodstork | <input checked="" type="checkbox"/> Turtles | <input type="checkbox"/> Other Species:
<hr/> <hr/> <hr/> |
| <input type="checkbox"/> Bream | <input checked="" type="checkbox"/> Cormorant | <input checked="" type="checkbox"/> Ducks | <input type="checkbox"/> Snakes | |
| <input type="checkbox"/> Catfish | <input type="checkbox"/> Egrets | <input type="checkbox"/> Osprey | <input type="checkbox"/> Alligator | |
| <input checked="" type="checkbox"/> Gambusia | <input type="checkbox"/> Herons | <input checked="" type="checkbox"/> Ibis | <input type="checkbox"/> Frogs | |

Native/Beneficial Vegetation Noted

- | | | | |
|--|---------------------------------------|---|--|
| <input type="checkbox"/> Arrowhead | <input type="checkbox"/> Bulrush | <input type="checkbox"/> Lotus | <input type="checkbox"/> Slender Spikerush |
| <input type="checkbox"/> Cordgrass | <input type="checkbox"/> Lily | <input type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris |
| <input checked="" type="checkbox"/> Bacopa | <input type="checkbox"/> Golden Canna | <input checked="" type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort |
| <input type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spadderdock | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Pondweed |

Did you know? The eastern indigo snake is the longest snake in the United States. Adults can reach 6 to 8 1/2 feet in length.



Customer Service Report

Customer: RiverTown 1
 Customer ID: J19302
 Field Biologist: Isaiah Sanders

Date of Visit: 2/24/2024

Waterway and Ditch Treatments

Site	E	EE	FF	G	GG	H	HH	I	II	J	K	L	LL	M	MM
Algae		x					x							x	
Submersed Weeds							x							x	
Shoreline Grasses & Brush			x					x							
Floating Weeds															x
Mosquito Larvicide															
Pond Dye															
Inspection													x		
Debris Removal	x			x	x	x			x	x	x	x			

Comments: For ponds EE, HH, and M I treated the ponds for algae and submerged weeds. For ponds FF, I, and MM I sprayed for shoreline grasses and floating weeds. For ponds E, G, GG, H, II, J, K, L, and LL I removed debris from in and around the ponds.

Carp Program

- Carp Observed
- Barriers Inspected

Flow

- None
- Slight
- Visible

Water Clarity

- < 1'
- 2-4'
- 1-2'
- >4'

Water Levels

- High
- Normal
- Low

Fish/Wildlife Observations

- | | | | | |
|--|---|---|---|--|
| <input checked="" type="checkbox"/> Bass | <input checked="" type="checkbox"/> Anhinga | <input checked="" type="checkbox"/> Woodstork | <input checked="" type="checkbox"/> Turtles | <input type="checkbox"/> Other Species:
<hr/>
<hr/>
<hr/> |
| <input type="checkbox"/> Bream | <input checked="" type="checkbox"/> Cormorant | <input checked="" type="checkbox"/> Ducks | <input type="checkbox"/> Snakes | |
| <input type="checkbox"/> Catfish | <input type="checkbox"/> Egrets | <input type="checkbox"/> Osprey | <input type="checkbox"/> Alligator | |
| <input checked="" type="checkbox"/> Gambusia | <input type="checkbox"/> Herons | <input checked="" type="checkbox"/> Ibis | <input type="checkbox"/> Frogs | |

Native/Beneficial Vegetation Noted

- | | | | |
|--|---------------------------------------|-----------------------------------|--|
| <input type="checkbox"/> Arrowhead | <input type="checkbox"/> Bulrush | <input type="checkbox"/> Lotus | <input type="checkbox"/> Slender Spikerush |
| <input type="checkbox"/> Cordgrass | <input type="checkbox"/> Lily | <input type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris |
| <input checked="" type="checkbox"/> Bacopa | <input type="checkbox"/> Golden Canna | <input type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort |
| <input type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spatterdock | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Pondweed |

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 Customer ID: J19302
 Field Biologist: Isaiah Sanders

Date of Visit: 2/24/2024

Waterway and Ditch Treatments

Site	OO	Q	R	S	T	U	V	W	WW	X	XX	Y	Z		
Algae									x						
Submersed Weeds															
Shoreline Grasses & Brush		x	x	x				x							
Floating Weeds															
Mosquito Larvicide															
Pond Dye															
Inspection											x				
Debris Removal	x				x	x	x	x		x		x	x		

Comments: For ponds Q, R, S, W, and WW I treated for algae and shoreline grasses. For ponds OO, T, U, V, W, X, XX, Y, and Z I removed debris from in and around the ponds.

Carp Program

- Carp Observed
- Barriers Inspected

Flow

- None
- Slight
- Visible

Water Clarity

- < 1'
- 2-4'
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Water Levels

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- Low

Fish/Wildlife Observations

- | | | | | |
|--|------------------------------------|---|---|---|
| <input checked="" type="checkbox"/> Bass | <input type="checkbox"/> Anhinga | <input checked="" type="checkbox"/> Woodstork | <input checked="" type="checkbox"/> Turtles | <input type="checkbox"/> Other Species: |
| <input type="checkbox"/> Bream | <input type="checkbox"/> Cormorant | <input checked="" type="checkbox"/> Ducks | <input type="checkbox"/> Snakes | _____ |
| <input type="checkbox"/> Catfish | <input type="checkbox"/> Egrets | <input type="checkbox"/> Osprey | <input type="checkbox"/> Alligator | _____ |
| <input checked="" type="checkbox"/> Gambusia | <input type="checkbox"/> Herons | <input checked="" type="checkbox"/> Ibis | <input type="checkbox"/> Frogs | _____ |

Native/Beneficial Vegetation Noted

- | | | | |
|--|---------------------------------------|---|--|
| <input type="checkbox"/> Arrowhead | <input type="checkbox"/> Bulrush | <input type="checkbox"/> Lotus | <input type="checkbox"/> Slender Spikerush |
| <input type="checkbox"/> Cordgrass | <input type="checkbox"/> Lily | <input type="checkbox"/> Chara | <input type="checkbox"/> Blue Flag Iris |
| <input checked="" type="checkbox"/> Bacopa | <input type="checkbox"/> Golden Canna | <input checked="" type="checkbox"/> Naiad | <input type="checkbox"/> Bladderwort |
| <input type="checkbox"/> Pickerelweed | <input type="checkbox"/> Spatterdock | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Pondweed |

Did you know? The eastern indigo snake is the longest snake in the United States. Adults can reach 6 to 8 1/2 feet in length.



Customer Service Report

Customer: RiverTown 1
Customer ID: J19302
Field Biologist: Isaiah Sanders

Date of Visit: 2/24/2024



Pond A



Pond AA



Pond B



Pond BB



Pond C



Pond CC

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Date of Visit: 2/24/2024



Pond CR1



Pond CR2



Pond CR4



Pond CR5



Pond CR6



Pond CR7

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Customer: RiverTown 1
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Field Biologist: Isaiah Sanders

Date of Visit: 2/24/2024



Pond CR8



Pond D



Pond DD



Pond E



Pond EE



Pond FF

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Customer Service Report

Customer: RiverTown 1
Customer ID: J19302
Field Biologist: Isaiah Sanders

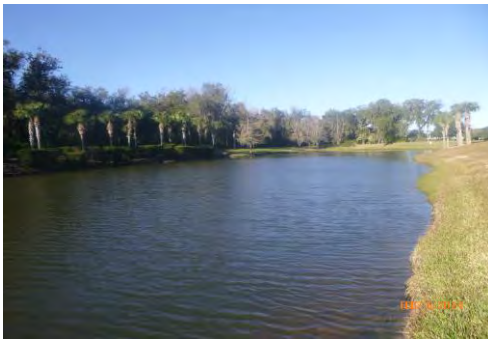
Date of Visit: 2/24/2024



Pond G



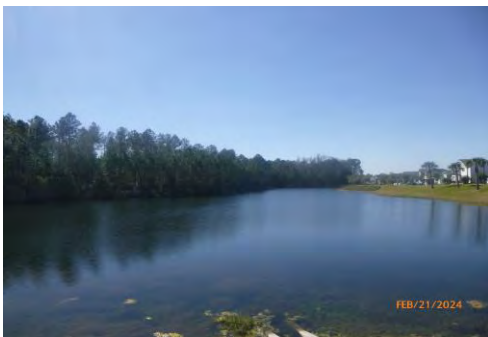
Pond GG



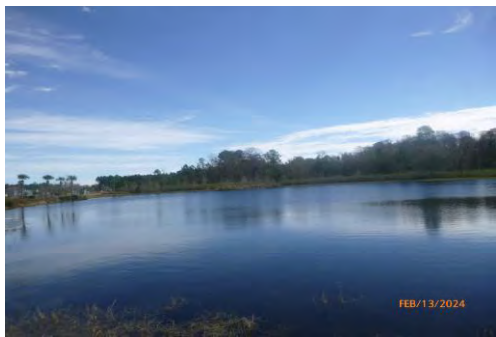
Pond H



Pond HH



Pond I



Pond II

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Customer: RiverTown 1
Customer ID: J19302
Field Biologist: Isaiah Sanders

Date of Visit: 2/24/2024



Pond J



Pond K



Pond L



Pond LL



Pond M



Pond MM

Did you know? The eastern indigo snake is the longest snake in the United States. Adults can reach 6 to 8 1/2 feet in length.



Customer Service Report

Customer: RiverTown 1
Customer ID: J19302
Field Biologist: Isaiah Sanders

Date of Visit: 2/24/2024



Pond OO



Pond Q



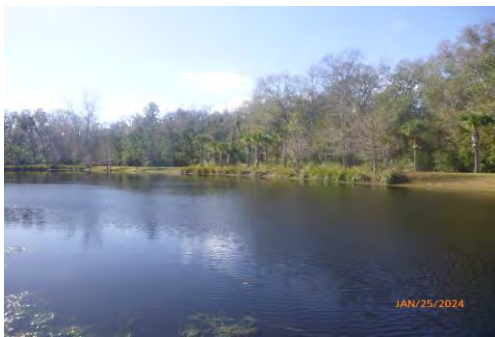
Pond R



Pond S



Pond T



Pond U

Did you know? The eastern indigo snake is the longest snake in the United States. Adults can reach 6 to 8 1/2 feet in length.



Customer Service Report

Customer: RiverTown 1
Customer ID: J19302
Field Biologist: Isaiah Sanders

Date of Visit: 2/24/2024



Pond V



Pond W



Pond WW



Pond X



Pond XX



Pond Y

Did you know? The eastern indigo snake is the longest snake in the United States. Adults can reach 6 to 8 1/2 feet in length.



Customer Service Report

Customer: RiverTown 1
Customer ID: J19302
Field Biologist: Isaiah Sanders

Date of Visit: 2/24/2024



Pond Z

Did you know? The eastern indigo snake is the longest snake in the United States. Adults can reach 6 to 8 1/2 feet in length.

FIFTH 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, January 17, 2024 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	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
Jay King	Vesta Property Services
Mary Grace Henley	Kilinski | Van Wyk
David Cottrell	Solitude Lake Management

The following is a summary of the discussions and actions taken at the January 17, 2024 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

A copy of Yellowstone’s monthly landscape maintenance report was included in the agenda package for the Board’s review.

B. District Engineer

There being nothing to report, the next item followed.

C. District Counsel

Ms. Gentry reminded the Board of the new ethics training requirements for calendar year 2024. She also informed the Board the Form 1 will now be filed electronically.

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.

Mr. Cottrell addressed aquatic management and stated that there are a few issues to be treated but overall, they’re working on getting an understanding of the District and making sure they’re ahead of everything before spring.

Mr. Stilwell stated that the outfall structures are in the bank, so they’re not always visible and asked that while Solitude is onsite they make sure they look in the top to ensure it’s not blocked and is functioning.

Mr. Davis asked that Solitude check the ponds in Settlement as he had a customer call the warranty department regarding the condition of the ponds.

FOURTH ORDER OF BUSINESS

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**

Copies of the minutes, the financial statements, the check register totaling \$218,765.80, the aquatic management agreement with Solitude, and the engagement letter with Grau & Associates were included in the agenda package for the Board’s review. Mr. McGaffney asked

for approval of approval of only the minutes, Solitude agreement and Grau engagement letter due to a discrepancy in the financial statements.

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

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

Mr. McGaffney stated that he would send the revised financial statements to the Board.

FIFTH ORDER OF BUSINESS

Business Items

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

Ms. Gentry stated that the acquisition package included in the agenda package is for Main Street Phase 4 for the areas that are dedicated to the CDD, including the roadway improvements, stormwater improvements and open space. The total cost of completing the work product was \$11,259,361.99. The acquisition package has been circulated to coordinate signatures from contractors on the releases and signatures on all of the turnover documents. No payment is due at this time, but the acquisition amounts would be eligible for reimbursement from future bond proceeds if bonds are issued for this portion of the project.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the acquisition package for Main Street Phase 4 was approved in substantial form with staff authorized to coordinate all necessary signatures subject to reimbursement from bond proceeds should bonds be issued in the future.

B. Cost Share Request for Phase 4 Landscape and Pond Maintenance Services

Mr. Davidson presented a proposal from Yellowstone to add the Main Street Phase 4 areas to the landscape maintenance contract, totaling \$88,980. Rivers Edge III's portion comes to \$32,290.85.

B.

Rivers Edge III
Community Development District

Unaudited Financial Reporting
January 31, 2024



Rivers Edge III
Community Development District
Combined Balance Sheet
January 31, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 220,391	\$ -	\$ -	\$ 220,391
Assessments Receivable	56,403	38,835	-	95,239
Due from General Fund	-	1,991	-	1,991
Investments:				
State Board of Administration (SBA)	1,125	-	-	1,125
Custody	3,230	-	-	3,230
Series 2021				
Reserve	-	275,400	-	275,400
Capital Interest	-	3,679	-	3,679
Revenue	-	483,308	-	483,308
Construction	-	-	420	420
Deposits	1,890	-	-	1,890
Total Assets	\$ 283,039	\$ 803,213	\$ 420	\$ 1,086,671
Liabilities:				
Accounts Payable	\$ 19,934	\$ -	\$ -	\$ 19,934
Due to Debt Service	1,991	-	-	1,991
Total Liabilities	\$ 21,925	\$ -	\$ -	\$ 21,925
Fund Balance:				
Nonspendable:				
Deposits	\$ 1,890	\$ -	\$ -	\$ 1,890
Restricted for:				
Debt Service - Series	-	803,213	-	803,213
Capital Project - Series	-	-	420	420
Unassigned	259,224	-	-	259,224
Total Fund Balances	\$ 261,114	\$ 803,213	\$ 420	\$ 1,064,746
Total Liabilities & Fund Balance	\$ 283,039	\$ 803,213	\$ 420	\$ 1,086,671

Rivers Edge III
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2024

	Adopted Budget	Prorated Budget Thru 01/31/24	Actual Thru 01/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 446,407	\$ 440,798	\$ 440,798	\$ -
Special Assessments - Direct Bill	76,160	76,160	76,160	-
Developer Contributions	1,071,889	-	-	-
Miscellaneous Income/Interest	1,500	500	656	156
Total Revenues	\$ 1,595,956	\$ 517,458	\$ 517,614	\$ 156
Expenditures:				
<u>General & Administrative:</u>				
District Engineer	\$ 5,000	\$ 1,667	\$ 1,330	\$ 337
District Counsel	25,000	8,333	4,039	4,294
District Management	29,680	9,893	9,893	0
Assessment Administration	5,300	5,300	5,300	-
Dissemination Agent	3,710	1,237	1,237	(0)
Information Technology	1,272	424	424	-
Website Administration	1,908	636	636	-
Website Maintenance	-	-	400	(400)
Annual Audit	5,100	1,700	-	1,700
Trustee Fees	6,000	2,000	2,188	(188)
Arbitrage	600	200	-	200
Telephone	150	50	11	39
Postage	250	83	78	5
Printing & Binding	1,000	333	60	273
Insurance	8,756	8,756	5,758	2,998
Legal Advertising	1,500	500	-	500
Other Current Charges	800	267	-	267
Office Supplies	150	50	1	49
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 96,351	\$ 41,604	\$ 31,529	\$ 10,075
<u>Operations & Maintenance</u>				
<u>Grounds Maintenance:</u>				
Cost Share Landscaping- Rivers Edge	\$ 162,917	\$ 54,306	\$ 40,729	\$ 13,576
Field Operations Management (Vesta)	18,626	6,209	10,957	(4,748)
Landscape Maintenance	467,076	155,692	170,517	(14,825)
Landscape Contingency	10,000	3,333	2,038	1,295
Irrigation Repairs and Maintenance	5,000	5,000	20,406	(15,406)
Lake Maintenance	20,000	6,667	5,767	899
Irrigation Water Use	13,800	4,600	1,071	3,529
Electric	3,000	1,000	113	887
Street Lighting	15,000	5,000	-	5,000
Street and Drainage Maintenance	5,000	1,667	-	1,667
Other Repair & Replacements	10,000	3,333	-	3,333
Subtotal Grounds Maintenance	\$ 730,420	\$ 246,807	\$ 251,599	\$ (4,792)

Rivers Edge III
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/24	Thru 01/31/24	Variance
<i>Amenity Center:</i>				
Cost Share Amenity- Rivers Edge	\$ 248,626	\$ 82,875	\$ 62,156	\$ 20,719
Cost Share Amenity- Rivers Edge II	46,753	15,584	11,688	3,896
General Manager (Vesta)	24,086	8,029	8,029	(0)
Amenity Manager (Vesta)	7,791	2,597	-	2,597
Maintenance Service (Vesta)	31,535	10,512	-	10,512
Lifestyle Director (Vesta)	7,627	2,542	-	2,542
Lifeguards (Vesta)	47,390	15,797	-	15,797
Facility Attendant (Vesta)	26,371	8,790	-	8,790
Pool Maintenance (Vesta)	8,000	2,667	-	2,667
Janitorial (Vesta)	13,305	4,435	-	4,435
Security Monitoring	1,800	600	-	600
Security Guards	25,000	8,333	-	8,333
Telephone	8,500	2,833	-	2,833
Insurance	75,000	75,000	12,389	62,611
Fitness Equipment Lease	15,000	5,000	-	5,000
Window Cleaning	1,500	500	-	500
Pressure Washing	15,000	5,000	-	5,000
Pool Chemicals (Poolsure)	20,000	6,667	-	6,667
Natural Gas	500	167	-	167
Electric	20,000	6,667	-	6,667
Water & Sewer	30,000	10,000	-	10,000
Amenity Repairs and Replacement	10,000	3,333	688	2,646
Refuse	15,000	5,000	-	5,000
Pest Control	3,600	1,200	-	1,200
Fire Alarm System and Maintenance	2,000	667	-	667
Access Cards	1,000	333	-	333
License / Permits	1,800	600	-	600
Speical Events	15,000	5,000	-	5,000
Holiday Decorations	10,000	3,333	-	3,333
Office Supplies / Postage	1,500	500	-	500
Capital Expenditures	5,500	1,833	-	1,833
General Reserve Funding	30,000	-	-	-
Subtotal Amenity Center	\$ 769,185	\$ 296,395	\$ 94,950	\$ 201,445
Total Operations & Maintenance	\$ 1,499,605	\$ 543,202	\$ 346,549	\$ 196,653
Total Expenditures	\$ 1,595,956	\$ 584,806	\$ 378,078	\$ 206,728
Excess (Deficiency) of Revenues over Expenditures	\$ 0	\$ (67,348)	\$ 139,536	\$ 206,884
Net Change in Fund Balance	\$ (0)	\$ (67,348)	\$ 139,536	\$ 206,884
Fund Balance - Beginning	\$ -		\$ 121,578	
Fund Balance - Ending	\$ (0)		\$ 261,114	

Rivers Edge III
Community Development District
Debt Service Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2024

	Adopted Budget	Prorated Budget Thru 01/31/24	Actual Thru 01/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 307,367	\$ 303,502	\$ 303,502	\$ -
Special Assessments - Direct Bill	243,427	182,570	182,570	-
Interest Income	7,500	7,500	7,714	214
Total Revenues	\$ 558,294	\$ 493,573	\$493,787	\$ 214
Expenditures:				
Interest - 11/1	\$ 170,565	\$ 170,565	\$ 170,565	\$ -
Interest - 5/1	170,565	-	-	-
Principal - 5/1	210,000	-	-	-
Total Expenditures	\$ 551,130	\$ 170,565	\$ 170,565	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 7,164	\$ 323,008	\$ 323,222	\$ 214
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 7,164	\$ 323,008	\$ 323,222	\$ 214
Fund Balance - Beginning	\$ 194,965		\$ 479,991	
Fund Balance - Ending	\$ 202,129		\$ 803,213	

Rivers Edge III
Community Development District
Statement of Revenues and Expenditures

Capital Projects Funds

For The Period Ending January 31, 2024

Description	SE 2021
Revenues	
<i>Interest Income:</i>	
Construction	\$ 28
Bond Proceeds	-
Transfer In	-
Total Revenues	\$ 28
Expenditures	
Capital Outlay	\$ 1,639
Transfer Out	-
Total Expenditures	\$ 1,639
Excess Revenues (Expenditures)	\$ (1,611)
Beginning Fund Balance	\$ 2,031
Ending Fund Balance	\$ 420

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 TO	# UNITS	ASSESSED		
		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)
182,570.48	76,159.57	258,730.05	60,856.82
-	-	-	-
182,570.48	76,159.57	258,730.05	60,856.82
303,502.27	440,798.43	744,300.70	9,469.81
486,072.75	516,958.00	1,003,030.75	70,326.63

DIRECT BILL PERCENT COLLECTED	75.00%	100.00%	80.96%
TAX ROLL PERCENT COLLECTED	98.74%	98.74%	98.74%
TOTAL PERCENT COLLECTED	88.25%	98.93%	93.45%

(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
6	1/9/2024	385,511.42	157,199.36	228,312.06
INTEREST	1/11/2024	1,928.87	786.53	1,142.34
7	2/12/2024	95,238.75	38,835.35	56,403.40
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
			-	-
TOTAL TAX ROLL RECEIPTS		744,300.70	303,502.27	440,798.43

C.

Rivers Edge III

Community Development District

Check Run Summary

12/1/2023 - 1/31/2024

Fund	Date	Check No.	Amount
General Fund			
	12/6/23	378-393	\$ 66,792.38
	1/25/24	394-412	206,820.37
Total			\$ 273,612.75

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/06/23	00003	11/01/23	44 202311 310-51300-34000	NOV MANAGEMENT FEES	*	2,473.33		
		11/01/23	44 202311 310-51300-35100	NOV WEBSITE ADMIN	*	159.00		
		11/01/23	44 202311 310-51300-35100	NOV INFORMATION TECH	*	106.00		
		11/01/23	44 202311 310-51300-32400	NOV DISSEMINATION SERVICE	*	309.17		
		11/01/23	44 202311 310-51300-42500	COPIES	*	19.20		
							3,066.70	000378

12/06/23	00003	12/01/23	45 202312 310-51300-34000	DEC MANAGEMENT FEES	*	2,473.33		
		12/01/23	45 202312 310-51300-35100	DEC WEBSITE ADMIN	*	159.00		
		12/01/23	45 202312 310-51300-35100	DEC INFORMATION TECH	*	106.00		
		12/01/23	45 202312 310-51300-32400	DEC DISSEMINATION SERVICE	*	309.17		
		12/01/23	45 202312 310-51300-51000	OFFICE SUPPLIES	*	.18		
		12/01/23	45 202312 310-51300-42000	POSTAGE	*	3.78		
		12/01/23	45 202312 310-51300-42500	COPIES	*	5.40		
		12/01/23	45 202312 310-51300-41000	TELEPHONE	*	10.63		
							3,067.49	000379

12/06/23	00013	11/19/23	7950 202310 310-51300-31500	OCT GENERAL COUNSEL	*	2,706.62		
							2,706.62	000380

12/06/23	00005	11/21/23	51318 202310 310-51300-31100	OCT PROFESSIONAL SERVICES	*	1,190.00		
							1,190.00	000381

12/06/23	00011	11/27/23	11272023 202311 300-13100-10400	COST SHARE REIMBURSEMENT	*	687.50		
							687.50	000382

12/06/23	00036	11/09/23	PSI02915 202311 320-57200-46800	NOV LAKE MAINTENANCE	*	1,046.00		
							1,046.00	000383

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
12/06/23	00036	12/01/23	PSI03119 202312 320-57200-46800		DEC POND MAINTENANCE	*	1,046.00	
					SOLITUDE LAKE MANAGEMENT LLC			1,046.00 000384
12/06/23	00017	11/14/23	11142023 202311 310-51300-42000		FY 24 NOTICE POSTAGE	*	65.65	
					ST.JOHN'S COUNTY TAX COLLECTOR			65.65 000385
12/06/23	00035	11/30/23	415668 202311 320-57200-44000		NOV BILLABLE MILEAGE	*	107.32	
					VESTA PROPERTY SERVICES, INC			107.32 000386
12/06/23	00028	10/31/23	JAX61218 202310 320-57200-46100		OCT MAINTENANCE MAIN ST	*	8,450.00	
					YELLOWSTONE LANDSCAPE			8,450.00 000387
12/06/23	00028	11/02/23	JAX61748 202310 320-57200-46100		OCT IRRIGATION REPAIRS	*	737.85	
					YELLOWSTONE LANDSCAPE			737.85 000388
12/06/23	00028	11/01/23	JAX61668 202311 320-57200-46100		NOV LANDSCAPE MAINTENANCE	*	36,679.35	
					YELLOWSTONE LANDSCAPE			36,679.35 000389
12/06/23	00028	11/13/23	JAX62217 202311 320-57200-46100		NOV IRRIGATION REPAIRS	*	1,383.90	
					YELLOWSTONE LANDSCAPE			1,383.90 000390
12/06/23	00028	11/13/23	JAX62217 202311 320-57200-46100		NOV IRRIGATION REPAIRS	*	923.40	
					YELLOWSTONE LANDSCAPE			923.40 000391
12/06/23	00028	11/27/23	JAX62562 202311 320-57200-46100		NOV MAINT MAIN STREET	*	4,550.00	
					YELLOWSTONE LANDSCAPE			4,550.00 000392
12/06/23	00028	11/28/23	JAX62573 202311 320-57200-46100		NOV IRRIGATION REPAIRS	*	1,084.60	
					YELLOWSTONE LANDSCAPE			1,084.60 000393
1/25/24	00003	1/01/24	46 202401 310-51300-34000		JAN MANAGEMENT FEES	*	2,473.33	
		1/01/24	46 202401 310-51300-35100		JAN WEBSITE ADMIN	*	159.00	
		1/01/24	46 202401 310-51300-35100		JAN INFORMATION TECH	*	106.00	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/01/24	46	1/01/24	46	202401	310-51300-32400		JAN DISSEMINATION SERVICE	*	309.17		
1/01/24	46	1/01/24	46	202401	310-51300-51000		OFFICE SUPPLIES	*	.18		
1/01/24	46	1/01/24	46	202401	310-51300-42000		POSTAGE	*	3.78		
GOVERNMENTAL MANAGEMENT SERVICES										3,051.46	000394
1/25/24	00013	12/15/23	8229	202311	310-51300-31500		NOV GENERAL COUNSEL	*	585.00		
KILINSKI VAN WYK										585.00	000395
1/25/24	00013	1/17/24	8523	202312	310-51300-31500		DEC GENERAL COUNSEL	*	747.50		
KILINSKI VAN WYK										747.50	000396
1/25/24	00005	1/16/24	51693	202312	310-51300-31100		DEC PROFESSIONAL SERVICES	*	140.07		
PROSSER										140.07	000397
1/25/24	00011	10/01/23	CS-2024-	202310	320-57200-49100		CS LANDSCAPING OCT 2023	*	13,576.42		
1/25/24	00011	10/01/23	CS-2024-	202310	320-57200-49200		CS AMENITY OCT 2023	*	20,718.83		
RIVERS EDGE CDD										34,295.25	000398
1/25/24	00011	10/01/23	CS-2024-	202311	320-57200-49100		CS LANDSCAPING NOV 2023	*	13,576.42		
1/25/24	00011	10/01/23	CS-2024-	202311	320-57200-49200		CS AMENITY NOV 2023	*	20,718.83		
RIVERS EDGE CDD										34,295.25	000399
1/25/24	00011	10/01/23	CS-2024-	202312	320-57200-49100		CS LANDSCAPING DEC 2023	*	13,576.42		
1/25/24	00011	10/01/23	CS-2024-	202312	320-57200-49200		CS AMENITY DEC 2023	*	20,718.83		
RIVERS EDGE CDD										34,295.25	000400
1/25/24	00019	10/01/23	CS-2024-	202310	300-20700-10100		CS AMENITY OCT 2023	*	3,896.08		
RIVERS EDGE II CDD										3,896.08	000401
1/25/24	00019	11/01/23	CS-2024-	202311	300-20700-10100		CS AMENITY NOV 2023	*	3,896.08		
RIVERS EDGE II CDD										3,896.08	000402

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/25/24	00019	12/01/23	CS-2024-	202312 300-20700-10100		RIVERS EDGE II CDD	*	3,896.08	3,896.08	000403
1/25/24	00036	1/01/24	PSI04035	202401 320-57200-46800		SOLITUDE LAKE MANAGEMENT LLC	*	1,046.00	1,046.00	000404
1/25/24	00035	1/04/24	416274	202401 320-57200-44000		JAN FIELD OPS MANAGER	*	2,660.93		
		1/04/24	416274	202401 330-53800-34000		JAN GENERAL MANAGER	*	2,007.17		
						VESTA PROPERTY SERVICES, INC			4,668.10	000405
1/25/24	00035	12/01/23	415290	202312 320-57200-44000		DEC FIELD OPS MANAGER	*	2,660.93		
		12/01/23	415290	202312 330-53800-34000		DEC GENERAL MANAGER	*	2,007.17		
						VESTA PROPERTY SERVICES, INC			4,668.10	000406
1/25/24	00006	12/31/23	5755	202312 310-51300-35200		ADA WEBSITE MAINTENANCE	*	400.00		
						VGLOBALTECH			400.00	000407
1/25/24	00028	12/05/23	JAX63151	202311 320-57200-46100		NOV IRRIGATION REPAIRS	*	683.45		
						YELLOWSTONE LANDSCAPE			683.45	000408
1/25/24	00028	1/01/24	JAX64237	202401 320-57200-46100		JAN LANDSCAPE MAINTENANCE	*	36,679.35		
						YELLOWSTONE LANDSCAPE			36,679.35	000409
1/25/24	00028	12/01/23	JAX63330	202312 320-57200-46100		DEC LANDSCAPE MAINTENANCE	*	36,679.35		
						YELLOWSTONE LANDSCAPE			36,679.35	000410
1/25/24	00028	12/13/23	JAX63498	202312 320-57200-46100		DEC IRRIGATION REPAIRS	*	2,445.00		
						YELLOWSTONE LANDSCAPE			2,445.00	000411
1/25/24	00028	1/04/24	JAX64204	202312 320-57200-46100		DEC IRRIGATION REPAIRS	*	453.00		
						YELLOWSTONE LANDSCAPE			453.00	000412

TOTAL FOR BANK A 273,612.75

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						273,612.75	

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 44

Invoice Date: 11/1/23

Due Date: 11/1/23

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 - November 2023 1.31.513.34		2,473.33	2,473.33
Website Administration - November 2023 1.31.513.351		159.00	159.00
Information Technology - November 2023 1.31.513.351		106.00	106.00
Dissemination Agent Services - November 2023 1.31.513.324		309.17	309.17
Copies 1.31.513.425 3		19.20	19.20

RECEIVED
NOV 07 2023
BY: _____

Total \$3,066.70

Payments/Credits \$0.00

Balance Due \$3,066.70

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

Invoice #: 45

Invoice Date: 12/1/23

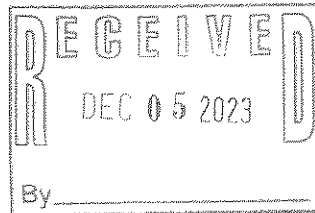
Due Date: 12/1/23

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 - December 2023 1.31.513.34		2,473.33	2,473.33
Website Administration - December 2023 1.31.513.351		159.00	159.00
Information Technology - December 2023 1.31.513.351		106.00	106.00
Dissemination Agent Services - December 2023 1.31.513.324		309.17	309.17
Office Supplies 1.31.513.51		0.18	0.18
Postage 1.31.513.42		3.78	3.78
Copies 1.31.513.425		5.40	5.40
Telephone 1.31.513.41		10.63	10.63
3			

**Total** \$3,067.49**Payments/Credits** \$0.00**Balance Due** \$3,067.49



KILINSKI | VAN WYK

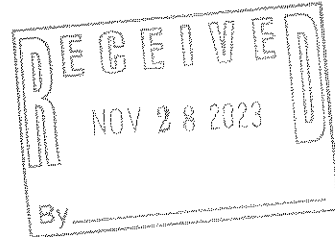
Kilinski | Van Wyk PLLC

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 # 7950
Date: 11/19/2023
Due On: 12/19/2023



RE3CDD-01 General

River's Edge III - 01 General Counsel

1-31-513-315
13

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	10/02/2023	Review and revise interim aquatic maintenance agreement.	0.30	\$325.00	\$97.50
Service	LG	10/03/2023	Update interim aquatic agreement.	0.20	\$325.00	\$65.00
Service	CR	10/04/2023	Review and analyze proposed agenda items along with additional items needed for upcoming board meeting.	0.40	\$280.00	\$112.00
Service	LG	10/05/2023	Review draft agenda and send edits.	0.20	\$325.00	\$65.00
Service	CR	10/05/2023	Draft resolution adopting aged invoice policy.	0.50	\$280.00	\$140.00
Service	LG	10/09/2023	Prepare budget amendment resolution.	0.30	\$325.00	\$97.50
Service	LG	10/12/2023	Finalize and send resolution adopting aged invoice policy.	0.20	\$325.00	\$65.00
Service	CR	10/12/2023	Review and analyze upcoming agenda items including pickleball court cost share requests, lake management contracts, and various other documents in preparation of the board meeting.	0.70	\$280.00	\$196.00
Service	LG	10/17/2023	Prepare for and travel to Board meeting.	1.30	\$325.00	\$422.50
Service	LG	10/18/2023	Attend Board meeting; return travel from same.	1.80	\$325.00	\$585.00
Expense	AL	10/18/2023	Mileage: Travel-LG	119.40	\$0.655	\$78.21

Expense	AL	10/18/2023	Hotel: Travel-LG	1.00	\$37.91	\$37.91
Service	LG	10/19/2023	Prepare letter terminating interim aquatic management services; prepare agreement for ongoing aquatic management services.	0.80	\$325.00	\$260.00
Service	JK	10/25/2023	Finalize review of audit engagement letter and request two additional year extension/ renewal	0.20	\$325.00	\$65.00
Service	SH	10/25/2023	Review fiscal year 2023 audit proposal and prepare audit checklist.	0.70	\$280.00	\$196.00
Service	CR	10/30/2023	Supplement and revise lake maintenance agreement.	0.50	\$280.00	\$140.00
Service	CR	10/31/2023	Revise and finalize lake maintenance agreement.	0.30	\$280.00	\$84.00
Non-billable entries						
Service	CR	10/06/2023	Review and analyze proposed agenda, action items, documents, and various other matters in preparation of agenda call.	0.60	\$280.00	\$168.00
Service	CR	10/26/2023	Draft request for proposal for pickleball courts.	0.60	\$280.00	\$168.00
Service	LG	10/31/2023	Finalize aquatic management agreement.	0.20	\$325.00	\$65.00
					Total	\$2,706.62

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7950	12/19/2023	\$2,706.62	\$0.00	\$2,706.62
			Outstanding Balance	\$2,706.62
			Total Amount Outstanding	\$2,706.62

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

Please pay within 30 days.



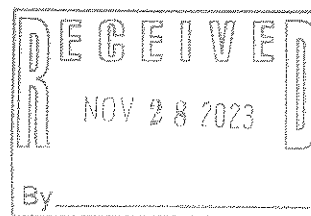
November 21, 2023
Project No: P0113094.80
Invoice No: 51318

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 October CDD meeting, coordination of stop signs and respond to requests from staff.
Professional Services from October 01, 2023 to October 31, 2023
Professional Personnel

	Hours	Rate	Amount	
Clerical/Admin Asst/Technician	2.00	95.00	190.00	
Vice President	4.00	250.00	1,000.00	
Totals	6.00		1,190.00	
Total Labor				1,190.00
		Total this Invoice		\$1,190.00



**Rivers Edge III
COMMUNITY DEVELOPMENT DISTRICT**

General Fund

Check Request

Date	Amount	Authorized By
November 27, 2023	\$687.50	Kuzmuk Oksana

Payable to:

Rivers Edge CDD #11

Date Check Needed:

Budget Category:

ASAP	001.300.13100.10400
------	---------------------

Intended Use of Funds Requested:

Cost Share related to the following:
A&J Land Surveyors, Inc. inv#58319 from 10/25/23
<i>(Attach supporting documentation for request.)</i>



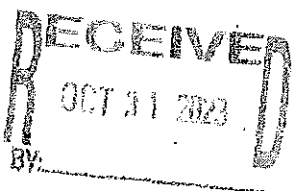
6847 Luella Street
 Jacksonville, Florida 32207

904-346-1733

Invoice

Date	Invoice #
10/25/2023	58319

Bill To
Rivewrs Edge CDD 475 West Town Place, Suite 114 St. Augustine, Florida 32092

Description	Amount
RIVERS EDGE CDD- PICKLE BALL COURTS	
1. TOPOGRAPHIC AND TREE SURVEY	2,750.00
	
Capital Outlay \$1,375.00 34.600.53800.60000 Due from RE II \$687.50 34,600.13100.10200 Due from RE III \$687.50 34.600.13100.10300	
Total	\$2,750.00

COST SHARE REQUEST

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

Requesting Party: Rivers Edge CDD

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

Addition of new improvements

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: Surveying services for proposed pickleball courts within the Rivers Edge CDD.

Total Proposed
Compensation: \$2,750

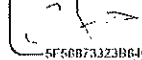
Cost Share		
Calculation:	<u>\$1,375</u>	Rivers Edge
	<u>\$687.50</u>	Rivers Edge II
	<u>\$687.50</u>	Rivers Edge III

[signatures on following page]

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

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:



5F56B73323B64CB

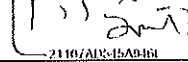
By: Ahmed McIntyre

Chair Vice-Chair, Board of Supervisors

Date: 10/23/2023

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:



2110/AIX-15A9461

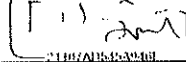
By: DJ Smith

Chair Vice-Chair, Board of Supervisors

Date: 10/20/2023

RIVERS EDGE III CDD

DocuSigned by:



2110/AIX-15A9461

By: DJ Smith

Chair Vice-Chair, Board of Supervisors

Date: 10/20/2023

A & J Land Surveyors, Inc.

5847 Luella Street
Jacksonville, Florida 32207
Telephone (904) 346-1733 Fax (904) 346-1736
Jon Bowan, PLS Jeff Ward, PLS

September 15, 2023

Rivers Edge CDD,
Attn: GMS, LLC.

c/o
Jeff Mason
PROSSER
13901 Sutton Park Drive
Suite 200
Jacksonville, Florida 32224

Proposal

Reference: Pickleball Courts (See attached photo provided by Prosser)

Dear Mr. Mason,

A&J Land Surveyors, Inc. is pleased with the opportunity to provide your firm with a quote for professional land surveying services at the above referenced project.

Task 1: Topographic Survey:

Upon acceptance of this Proposal, A&J Land Surveyors, Inc. will perform a topographic survey per Florida Minimum Technical Standards as set forth in 5J-17, Florida Administrative Code (FAC), at the above referenced site. The Survey limits will be as shown on the attached photograph provided to this firm by Prosser. All visible aboveground improvements, including utilities will be located and sufficiently detailed for engineering design.

Task 2: Tree Survey:

At the same time as "Task 1", A&J Land Surveyors, Inc. will perform a specific purpose tree survey per St. Johns County requirements, on the parcel outlined in this scope of work, Additionally the edge of landscaping, demarcated by mulch will also be shown graphically on the survey.

Final product will result in a cad file, in State of Florida, State Plane Coordinate System, East Zone (Zone 901) and in National Geodetic Vertical Datum of 1929, (NGVD '29).

Total Fee.....\$2,750.00

Items Not Included

Excavation of Underground Facilities
Jurisdictional Wetlands Survey

Title Search / Title Opinion
Sketch and Description

Costs such as additional printing and delivery services will be invoiced at direct cost plus 15%. Fees outlined hereon are valid for a period of 90 days from the above referenced date.

General Conditions

PAYMENT TERMS – Payment is due upon the receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all charges incurred through the date services are stopped plus any shutdown costs. If during the execution of the services, A&J Land Surveyors, Inc. is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

INSURANCE – A&J Land Surveyors, Inc. maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance, Automobile Liability Insurance and / or an umbrella policy with bodily injury and property damage limits of \$1,000,000 per claim / \$2,000,000 per incident, and Client will appear as additional insured on A&J Land Surveyors, Inc. liability policy and form CG2010 (7/04). A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increasing limits of liability are required, A&J Land Surveyors, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional or increased limits.

STANDARD OF CARE – The only warranty or guarantee made by A&J Land Surveyors, Inc. in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

PERMITTING / ZONING – The Client is herein notified that several City, State and Federal environmental, zoning and regulatory permits may be required for this project. A&J Land Surveyors, Inc. will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has the responsibility for submitting, obtaining and abiding by all required permits. Furthermore, the Client holds A&J Land Surveyors, Inc. harmless from any losses or liabilities resulting from such permitting or regulatory action.

SALES TAX – The purchaser of the services described herein shall pay any applicable state sales tax in the manner and in the amount as required by law.

COST OPINIONS – Any cost opinions or Project economic evaluations provided by A&J Land Surveyors, Inc. will be on a basis of experience and judgment, but, since it has no control over market conditions or bidding procedures, A&J Land Surveyors, Inc. cannot warrant that bids, cost estimates, ultimate construction cost, or Project economics will not vary from these opinions.

OWNERSHIP OF DOCUMENTS – All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by A&J Land Surveyors, Inc. as instruments of service pursuant to this Agreement, shall be the sole property of A&J Land Surveyors, Inc. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by A&J Land Surveyors Inc., pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of A&J Land Surveyors, Inc.

SAFETY – Should A&J Land Surveyors, Inc. provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by A&J Land Surveyors Inc. is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

ASSIGNABILITY – Client and A&J Land Surveyors, Inc. respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other part with respect to all covenants of this Agreement. Neither Client nor A&J Land Surveyors, Inc. shall assign this Agreement without the prior written consent of the other part.

INTEGRATION – This Agreement represents the entire and integrated Agreement between Client and A&J Land Surveyors, Inc. and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

SEVERABILITY AND SURVIVAL – If any of the provisions contained in this Agreement are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

GOVERNING LAW – This Agreement shall be governed in all respects by the laws of the State of Florida.

LIMITATIONS ON CAUSES OF ACTION -- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have occurred and the applicable statutes of limitations shall commence to run not later than (i) the date of substantial completion for acts or failures to act occurring prior to substantial completion of our surveying services pursuant to this Agreement, or (ii) the date of issuance of our final invoice for acts or failure to act occurring after substantial completion of our surveying services pursuant to this agreement.

THIRD PARTY BENEFICIARY – Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either Client or A&J Land Surveyors, Inc.

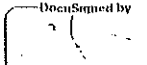
Please indicate your agreement with this proposal and the attached General Conditions by signing in the space provided and return one copy to our office.

Sincerely,

A&J Land Surveyors, Inc.

Jonathon B. Bowan, PLS
Vice President

Notice to Proceed

Accepted by:  _____

Date: 10/23/2023

INVOICE

Page: 1

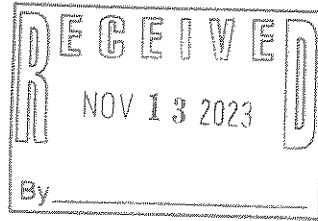
Please Remit Payment to:

Solitude Lake Management, LLC
1320 Brookwood Drive
Suite H
Little Rock, AR 72202
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI029153
Invoice Date: 11/9/2023

Bill
To: Rivers Edge CDD III
475 West Town Place, Suite 114
Saint Augustin, FL 32092

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



Ship Via
Ship Date 11/9/2023
Due Date 12/9/2023
Terms Net 30

Customer ID 20143
P.O. Number
P.O. Date 11/9/2023
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	1,046.00	1,046.00
November Billing					
11/1/2023 - 11/30/2023					
Rivers Edge CDD III Pond VV					
Rivers Edge CDD III Pond RR					
Rivers Edge CDD III Pond DDD					
Rivers Edge CDD III Pond BBB					
Rivers Edge CDD III Pond EEE					
Rivers Edge CDD III Pond FFF					
Rivers Edge CDD III Pond CCC					
Rivers Edge CDD III Pond ZZ					
Rivers Edge CDD III Pond AAA					
Rivers Edge CDD III Pond YY					
Rivers Edge CDD III Pond II					
Rivers Edge CDD III Pond PP					
Rivers Edge CDD III Pond QQ					

Approved RECDD III
Submitted to AP on 11-13-23
by Jason Davidson

Jason Davidson

1-32-572-968

32

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 1,046.00

Subtotal: 1,046.00
Invoice Discount: 0.00
Total Sales Tax: 0.00
Payment Amount: 0.00
Total: 1,046.00

INVOICE

Page: 1

Please Remit Payment to:

Solitude Lake Management, LLC
1320 Brookwood Drive
Suite H
Little Rock, AR 72202
Phone #: (888) 480-5253
Fax #: (888) 358-0088

Invoice Number: PSI031199
Invoice Date: 12/1/2023

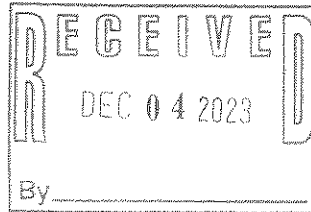
Bill
To: Rivers Edge CDD III
475 West Town Place, Suite 114
Saint Augustin, FL 32092

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

Ship Via
Ship Date 12/1/2023
Due Date 12/31/2023
Terms Net 30

Customer ID 20143
P.O. Number
P.O. Date 12/1/2023
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance December Billing 12/1/2023 - 12/31/2023 Rivers Edge CDD III Pond VV Rivers Edge CDD III Pond RR Rivers Edge CDD III Pond DDD Rivers Edge CDD III Pond BBB Rivers Edge CDD III Pond EEE Rivers Edge CDD III Pond FFF Rivers Edge CDD III Pond CCC Rivers Edge CDD III Pond ZZ Rivers Edge CDD III Pond AAA Rivers Edge CDD III Pond YY Rivers Edge CDD III Pond II Rivers Edge CDD III Pond PP Rivers Edge CDD III Pond QQ		1	1	1,046.00	1,046.00



Approved RECDD III
Submitted to AP on 12.4.2023
by Jason Davidson

Jason Davidson
1-32-572-468
36

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 1,046.00

Subtotal: 1,046.00
Invoice Discount: 0.00
Total Sales Tax: 0.00
Payment Amount: 0.00
Total: 1,046.00



Invoice

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

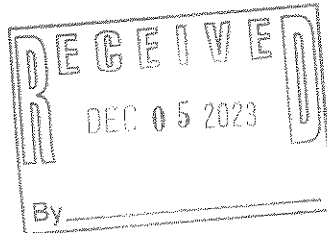
Invoice # 415668
Date 11/30/2023
Terms Net 30
Due Date 12/30/2023
Memo Billable Mileage split

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 Nov. split in 3	1	107.32	107.32
Total			107.32

1-32-572-44
35





INVOICE

INVOICE #	INVOICE DATE
JAX 612187	10/31/2023
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 30, 2023

Invoice Amount: \$8,450.00

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

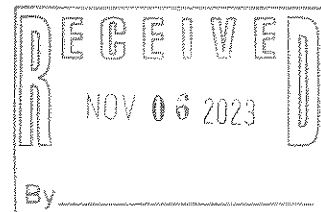
October Maintenance of new area on Main Street

Yellowstone will complete maintenance of are not turned over on mainstreet

Landscape Enhancement CORE	\$8,450.00
----------------------------	------------

Invoice Total **\$8,450.00**

IN COMMERCIAL LANDSCAPING



Approved RECDD III
Submittd to AP on 11-6-2023
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 617485	11/2/2023
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: December 2, 2023

Invoice Amount: \$737.85

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

October irrigation repairs*****The Settlement*****

Irrigation Repairs

\$737.85

Invoice Total

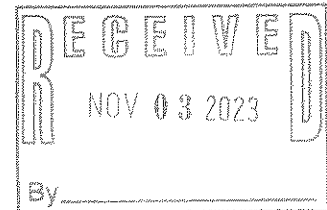
\$737.85

IN COMMERCIAL LANDSCAPING

1-32-572-461
28

Approved RECDD III
Submitted to AP on 11-3-2023
by Jason Davidson

Jason Davidson



Valued Customer:

It has been brought to our attention of a recent criminal check fraud scheme that took place targeting US mail in the Atlanta region. Checks bound for financial institutions were intercepted and fraudulently processed. If you are currently paying by check, to enhance your transaction security, we recommend you consider the option for electronic payments. Instructions for electronic payments can be provided upon request.

Please reach out to jpowell@yellowstonelandscape.com if you would like to confirm prior payment status or if you have any additional questions.

Yellowstone Landscape

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



INVOICE

INVOICE #	INVOICE DATE
JAX 616684	11/1/2023
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: December 1, 2023

Invoice Amount: \$36,679.35

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

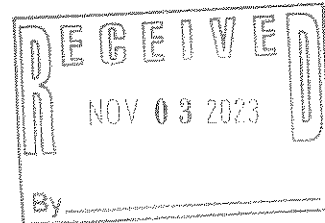
Invoice Total \$36,679.35

IN COMMERCIAL LANDSCAPING

1-32-572-461
28

Approved RECDD III
Submitted to AP on 11-3-2023
by Jason Davidson

Jason Davidson



Valued Customer:

It has been brought to our attention of a recent criminal check fraud scheme that took place targeting US mail in the Atlanta region. Checks bound for financial institutions were intercepted and fraudulently processed. If you are currently paying by check, to enhance your transaction security, we recommend you consider the option for electronic payments. Instructions for electronic payments can be provided upon request.

Please reach out to jpowell@yellowstonelandscape.com if you would like to confirm prior payment status or if you have any additional questions.

Yellowstone Landscape

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



INVOICE

INVOICE #	INVOICE DATE
JAX 622170	11/13/2023
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: December 13, 2023

Invoice Amount: \$1,383.90

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

November irrigation repairs*****The Settlement*****

Irrigation Repairs

\$1,383.90

Invoice Total

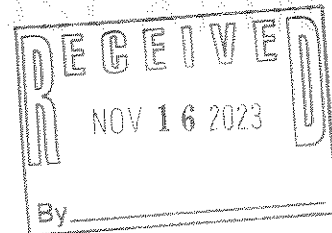
\$1,383.90

IN COMMERCIAL LANDSCAPING

1-32-572-461
28

Approved RECDD III
Submitted to AP on 11-16-2023
by Jason Davidson

Jason Davidson



Valued Customer:

It has been brought to our attention of a recent criminal check fraud scheme that took place targeting US mail in the Atlanta region. Checks bound for financial institutions were intercepted and fraudulently processed. If you are currently paying by check, to enhance your transaction security, we recommend you consider the option for electronic payments. Instructions for electronic payments can be provided upon request.

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Yellowstone Landscape

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



INVOICE

INVOICE #	INVOICE DATE
JAX 622171	11/13/2023
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: December 13, 2023

Invoice Amount: \$923.40

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

November irrigation repairs*****Mainline repair near Bark Park*****

Irrigation Repairs

\$923.40

Invoice Total

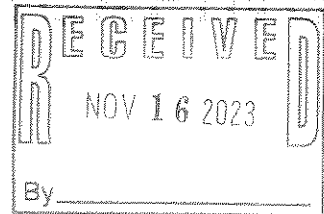
\$923.40

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 11-16-2023
by Jason Davidson

1-32-572-4601
28

Jason Davidson



Valued Customer:

It has been brought to our attention of a recent criminal check fraud scheme that took place targeting US mail in the Atlanta region. Checks bound for financial institutions were intercepted and fraudulently processed. If you are currently paying by check, to enhance your transaction security, we recommend you consider the option for electronic payments. Instructions for electronic payments can be provided upon request.

Please reach out to jpowell@yellowstonelandscape.com if you would like to confirm prior payment status or if you have any additional questions.

Yellowstone Landscape

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



INVOICE

INVOICE #	INVOICE DATE
JAX 625620	11/27/2023
TERMS	PO NUMBER
Net 30	

Bill To:

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

Property Name: Rivers Edge CDD III

Remit To:

Yellowstone Landscape
 PO Box 101017
 Atlanta, GA 30392-1017

Invoice Due Date: December 27, 2023

Invoice Amount: \$4,550.00

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

November Maintenance of new area on Main Street

Yellowstone will complete maintenance of area not turned over on mainstreet

Landscape Enhancement CORE	\$4,550.00
----------------------------	------------

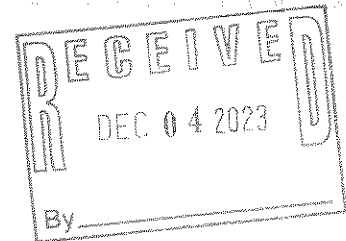
Invoice Total **\$4,550.00**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
 Submitted to AP on 12-1-2023
 By Jason Davidson

1.32.572.461
 28

Jason Davidson



Valued Customer:

It has been brought to our attention of a recent criminal check fraud scheme that took place targeting US mail in the Atlanta region. Checks bound for financial institutions were intercepted and fraudulently processed. If you are currently paying by check, to enhance your transaction security, we recommend you consider the option for electronic payments. Instructions for electronic payments can be provided upon request.

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Yellowstone Landscape

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



YELLOWSTONE LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 625739	11/28/2023
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: December 28, 2023

Invoice Amount: \$1,084.60

Description	Current Amount
November irrigation repairs*****43 Meadow Creek Dr.*****	
Irrigation Repairs	\$1,084.60

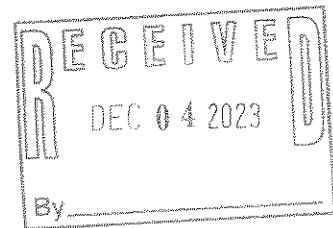
Invoice Total \$1,084.60

Excellence
 IN COMMERCIAL LANDSCAPING

Approved RECDD III
 Submitted to AP on 12-1-2023
 By Jason Davidson

1.32.572.461
 28

Jason Davidson



Valued Customer:

It has been brought to our attention of a recent criminal check fraud scheme that took place targeting US mail in the Atlanta region. Checks bound for financial institutions were intercepted and fraudulently processed. If you are currently paying by check, to enhance your transaction security, we recommend you consider the option for electronic payments. Instructions for electronic payments can be provided upon request.

Please reach out to jpowell@yellowstonelandscape.com if you would like to confirm prior payment status or if you have any additional questions.

Yellowstone Landscape

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



completed

W. O. #
NAME
ADDRESS
DATE

River Town
Meadow Creek Dr. CODD III
11/20/2023 PG OF

#		EACH	EXTNSN
1	Decoders	\$410.00	\$ 410.00
6	wire caps	\$9.95	\$59.70
1	Rain Gauge hunter	\$110.00	\$110.00
2	spray heads 6"	\$19.95	\$39.90
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$619.60

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
Tech	5 #	\$93.00	\$ 465.00
			\$ -
			\$ -
			\$ -
LABOR & RENTAL TOTAL			\$ 465.00

Approved

ASPIRE # 2981342

Not Approved

Comments:

PROPOSED WORK

New Decoders and Rain gauge and spray heads	MATERIALS	\$619.60
	LABOR & RENTAL	\$ 465.00
	TOTAL	\$ 1,084.60

CLIENT

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 46

Invoice Date: 1/1/24

Due Date: 1/1/24

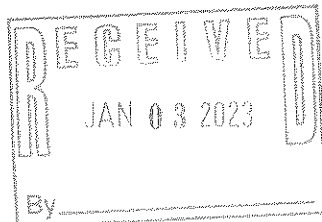
Case:

P.O. Number:

Bill To:

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

Description	Hours/Qty	Rate	Amount
Management Fees -January 2024 1.31.513.34		2,473.33	2,473.33
Website Administration - January 2024 1.31.513.351		159.00	159.00
Information Technology - January 2024 1.31.513.351		106.00	106.00
Dissemination Agent Services - January 2024 1.31.513.324		309.17	309.17
Office Supplies 1.31.513.51		0.18	0.18
Postage 1.31.513.42		3.78	3.78
3			



Total \$3,051.46

Payments/Credits \$0.00

Balance Due \$3,051.46



INVOICE

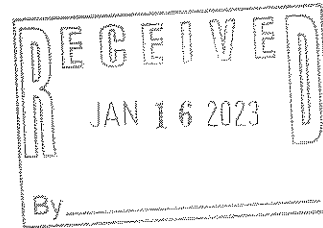
KILINSKI | VAN WYK

Invoice # 8229
Date: 12/15/2023
Due On: 01/14/2024

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



1.31.513.315
13

River's Edge III - 01 General Counsel

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	LG	11/03/2023	Review and provide comments to October minutes.	0.20	\$325.00	\$65.00
Service	JK	11/09/2023	Review correspondence from FDOT on revised roundabout agreement and options for same	0.20	\$325.00	\$65.00
Service	JK	11/13/2023	Review DM correspondence re: 2021 Assessment Area and provide summary of offering document on same	0.20	\$325.00	\$65.00
Service	LG	11/21/2023	Review status of pending items and update file regarding same.	0.20	\$325.00	\$65.00
Service	JK	11/21/2023	Review FDOT correspondence and timing for roundabout agreement	0.20	\$325.00	\$65.00
Service	LG	11/30/2023	Receive and draft response to notice to owner regarding work in the Settlement.	0.80	\$325.00	\$260.00
Non-billable entries						
Service	CR	11/01/2023	Review and analyze minutes from last meeting ensuring proper follow-up has been addressed; Finalize follow-up documents for next board meeting.	0.70	\$280.00	\$196.00

Total \$585.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8229	01/14/2024	\$585.00	\$0.00	\$585.00
Outstanding Balance				\$585.00
Total Amount Outstanding				\$585.00

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

Please pay within 30 days.



KILINSKI | VAN WYK

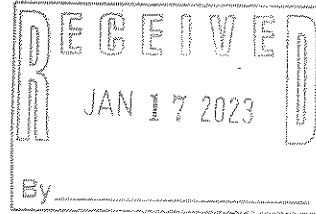
Kilinski | Van Wyk PLLC

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 # 8523
Date: 01/17/2024
Due On: 02/16/2024



*1-31-513-315
13*

River's Edge III - 01 General Counsel

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	LG	12/04/2023	Prepare second response to notice to owner from Tater Farms.	0.50	\$325.00	\$162.50
Service	CR	12/04/2023	Review and analyze current board posture regarding landowners election and documents for upcoming year.	0.40	\$280.00	\$112.00
Service	LG	12/07/2023	Confer with McGaffney regarding amenity RFP.	0.40	\$325.00	\$130.00
Service	JK	12/07/2023	Attend RFP structure and historical analysis conference call and coordinate with team on same	0.40	\$325.00	\$130.00
Service	CR	12/19/2023	Research status of public facilities report.	0.30	\$280.00	\$84.00
Service	CR	12/29/2023	Review and analyze district website compliance.	0.20	\$280.00	\$56.00
Service	RVW	12/31/2023	Monitor 2024 legislative bills impacting District and provide summary of same.	0.20	\$365.00	\$73.00
Total						\$747.50

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8229	01/14/2024	\$585.00	\$0.00	\$585.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8523	02/16/2024	\$747.50	\$0.00	\$747.50
Outstanding Balance				\$1,332.50
Total Amount Outstanding				\$1,332.50

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

Please pay within 30 days.

PROSSER

A PRIMESM Company

January 16, 2024

Project No: P0113094.80

Invoice No: 51693

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 coordination with staff on pond questions.

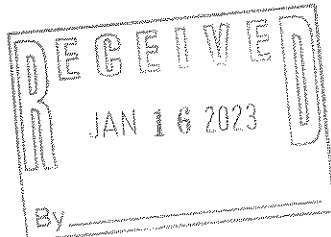
Professional Services from December 01, 2023 to December 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Vice President	.50	250.00	125.00	
Totals	.50		125.00	
Total Labor				125.00

Reimbursable Expenses

Travel - Reimbursable - Mileage			8.90	
Travel - Reimbursable- Mileage Client OV			4.20	
Total Reimbursables	1.15 times		13.10	15.07
	Total this Invoice			\$140.07



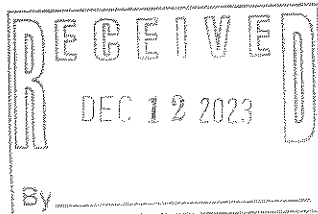
Rivers Edge CDD

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

INVOICE

DATE: 10/1/23
INVOICE # CS-2024-OCT

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



DESCRIPTION	AMOUNT
Cost Share-Landscaping for October 2023 1.32.572.491	\$ 13,576.42
Cost Share- RiverTown Amenity for October 2023 1.32.572.492 11	\$ 20,718.83
TOTAL	\$ 34,295.25

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!

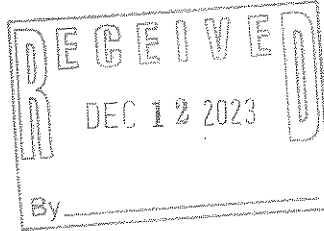
Rivers Edge CDD

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

INVOICE

DATE: 10/1/23
INVOICE # CS-2024-NOV

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



DESCRIPTION	AMOUNT
Cost Share-Landscaping for November 2023 1.32.572.491	\$ 13,576.42
Cost Share- RiverTown Amenity for November 2023 1.32.572.492 11	\$ 20,718.83
TOTAL	\$ 34,295.25

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

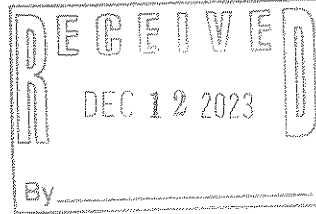
THANK YOU FOR YOUR BUSINESS!

Rivers Edge CDD

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

INVOICE

DATE: 10/1/23
INVOICE # CS-2024-DEC



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

DESCRIPTION	AMOUNT
Cost Share-Landscaping for December 2023 1.32.572.491	\$ 13,576.42
Cost Share- RiverTown Amenity for December 2023 1.32.572.492	\$ 20,718.83
11	
TOTAL	\$ 34,295.25

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

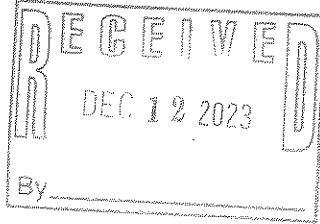
THANK YOU FOR YOUR BUSINESS!

Rivers Edge II CDD

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

INVOICE

DATE: 10/1/23
INVOICE # CS-2024-OCT



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

DESCRIPTION	AMOUNT
Cost Share- RiverTown Amenity for October 2023 1,300.207.101 19	\$ 3,896.08
TOTAL	\$ 3,896.08

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

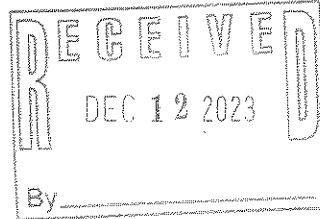
THANK YOU FOR YOUR BUSINESS!

Rivers Edge II CDD

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

INVOICE

DATE: 11/1/23
INVOICE # CS-2024-NOV



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

DESCRIPTION	AMOUNT
Cost Share- RiverTown Amenity for November 2023 1.300.207.101 19	\$ 3,896.08
TOTAL	\$ 3,896.08

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!

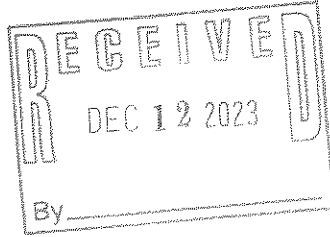
Rivers Edge II CDD

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

INVOICE

DATE: 12/1/23
INVOICE # CS-2024-DEC

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



DESCRIPTION	AMOUNT
Cost Share- RiverTown Amenity for December 2023 1-300,207.101 19	\$ 3,896.08
TOTAL	\$ 3,896.08

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

Page: 1

Please Remit Payment to:

Solitude Lake Management, LLC
 1320 Brookwood Drive
 Suite H
 Little Rock, AR 72202
 Phone #: (888) 480-5253
 Fax #: (888) 358-0088

Invoice Number: PS1040353
 Invoice Date: 1/1/2024

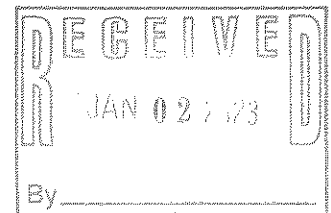
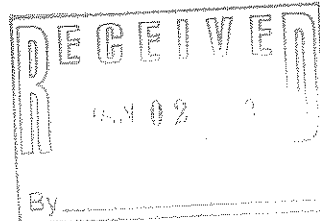
Bill
 To: Rivers Edge CDD III
 475 West Town Place, Suite 114
 Saint Augustin, FL 32092

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

Ship Via
 Ship Date 1/1/2024
 Due Date 1/31/2024
 Terms Net 30

Customer ID 20143
 P.O. Number
 P.O. Date 1/1/2024
 Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	1,046.00	1,046.00
January Billing					
1/1/2024 - 1/31/2024					
Rivers Edge CDD III Pond VV					
Rivers Edge CDD III Pond RR					
Rivers Edge CDD III Pond DDD					
Rivers Edge CDD III Pond BBB					
Rivers Edge CDD III Pond EEE					
Rivers Edge CDD III Pond FFF					
Rivers Edge CDD III Pond CCC					
Rivers Edge CDD III Pond ZZ					
Rivers Edge CDD III Pond AAA					
Rivers Edge CDD III Pond YY					
Rivers Edge CDD III Pond II					
Rivers Edge CDD III Pond PP					
Rivers Edge CDD III Pond QQ					



Approved RECDD III
 Submitted to AP on 1.2.24
 by Jason Davidson

Jason Davidson

1.32.572.468
 36

Amount Subject to Sales Tax 0.00
 Amount Exempt from Sales Tax 1,046.00

Subtotal: 1,046.00
 Invoice Discount: 0.00
 Total Sales Tax: 0.00
 Payment Amount: 0.00
Total: 1,046.00



Invoice

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

Invoice # 416274
Date 01/04/2024
Terms Net 30
Due Date 02/03/2024
Memo Rivers Edge CDDII

Bill To

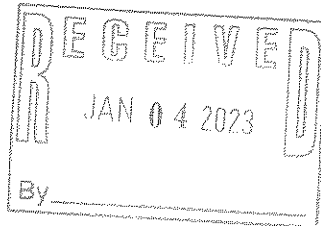
Rivers Edge CDD III
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine FL 32092

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

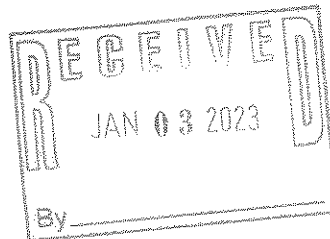
Vesta Property Services, Inc.
245 Riverside Avenue
Suite 300
Jacksonville FL 32202

Invoice # 415290
Date 12/01/2023
Terms Net 30
Due Date 12/31/2023
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
475 West Town Place, Ste. 114
St. Augustine, FL 32092

INVOICE # 5755
DATE 12/31/2023
DUE DATE 12/31/2023
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

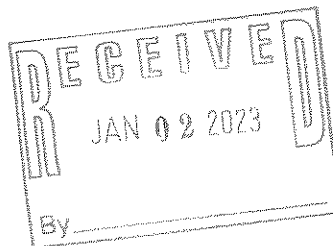
Invoice for Quarter 4 ADA Audit.

BALANCE DUE

\$400.00

Please make check payable to VGlobalTech.

1-31-513-352
6





INVOICE

INVOICE #	INVOICE DATE
JAX 631514	12/5/2023
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: January 4, 2024

Invoice Amount: \$683.45

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

November irrigation repairs*****Mainline repair and head replacement in new area*****

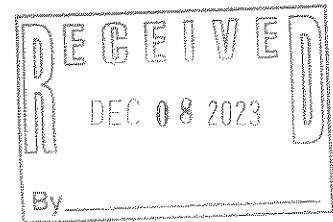
Irrigation Repairs	\$683.45
--------------------	----------

Invoice Total \$683.45

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 12.8.2023
by Jason Davidson

1-32-572-461
28 *Jason Davidson*



Valued Customer:

It has been brought to our attention of a recent criminal check fraud scheme that took place targeting US mail in the Atlanta region. Checks bound for financial institutions were intercepted and fraudulently processed. If you are currently paying by check, to enhance your transaction security, we recommend you consider the option for electronic payments. Instructions for electronic payments can be provided upon request.

Please reach out to jpowell@yellowstonelandscape.com if you would like to confirm prior payment status or if you have any additional questions.

Yellowstone Landscape

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



INVOICE

INVOICE #	INVOICE DATE
JAX 642370	1/1/2024
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: January 31, 2024

Invoice Amount: \$36,679.35

Description	Current Amount
Monthly Landscape Maintenance January 2024	\$36,679.35

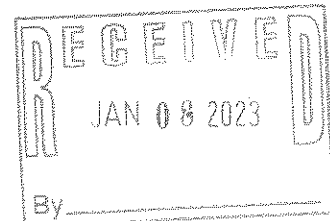
Invoice Total **\$36,679.35**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 1.8.24
by Jason Davidson

Jason Davidson

1-32-572-460
28



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



INVOICE

INVOICE #	INVOICE DATE
JAX 633300	12/1/2023
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: December 31, 2023

Invoice Amount: \$36,679.35

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

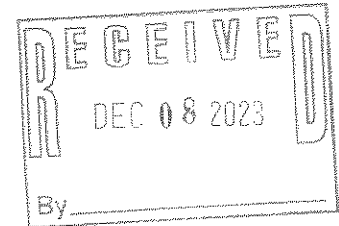
Invoice Total \$36,679.35

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 12.8.2023
by Jason Davidson

1-32-572-461
28

Jason Davidson



Valued Customer:

It has been brought to our attention of a recent criminal check fraud scheme that took place targeting US mail in the Atlanta region. Checks bound for financial institutions were intercepted and fraudulently processed. If you are currently paying by check, to enhance your transaction security, we recommend you consider the option for electronic payments. Instructions for electronic payments can be provided upon request.

Please reach out to jpowell@yellowstonelandscape.com if you would like to confirm prior payment status or if you have any additional questions.

Yellowstone Landscape

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



YELLOWSTONE LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 634981	12/13/2023
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: January 12, 2024

Invoice Amount: \$2,445.00

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

December irrigation repairs*****Fusible links installation*****

Irrigation Repairs

\$2,445.00

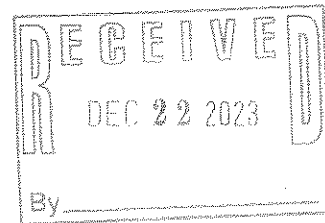
Invoice Total

\$2,445.00

IN COMMERCIAL LANDSCAPING

Approved RECDD III
 Submitted to AP on 12.22.23
 by Jason Davidson

1.32.572.461 *Jason Davidson*
 28



Valued Customer:

It has been brought to our attention of a recent criminal check fraud scheme that took place targeting US mail in the Atlanta region. Checks bound for financial institutions were intercepted and fraudulently processed. If you are currently paying by check, to enhance your transaction security, we recommend you consider the option for electronic payments. Instructions for electronic payments can be provided upon request.

Please reach out to jpowell@yellowstonelandscape.com if you would like to confirm prior payment status or if you have any additional questions.

Yellowstone Landscape

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



INVOICE

INVOICE #	INVOICE DATE
JAX 642042	1/4/2024
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

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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

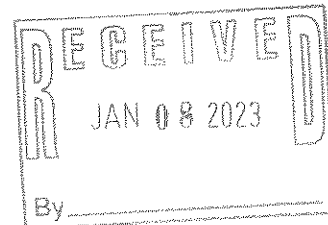
Invoice Due Date: February 3, 2024

Invoice Amount: \$453.00

Description	Current Amount
December irrigation repairs	
Irrigation Repairs	\$453.00

Invoice Total \$453.00

IN COMMERCIAL LANDSCAPING



Approved RECDD III
Submitted to AP on 1.8.24
by Jason Davidson

Jason Davidson
1.32.572.461
28

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

D.

1.

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: Replacement Loungers at RiverHouse

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

- Yes (Please proceed to question 2)
- No, the entire cost will be paid by: [Choose One]
(Please leave remainder of form blank)

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

- This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are “Shared Costs”, as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.
- This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]

COST SHARE REQUEST

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

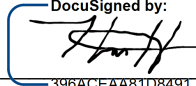
Requesting Party: Rivers Edge CDD

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

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary:
Replacement Loungers at RiverHouse

Total Proposed Compensation: \$ 16,993.20

Cost Share Calculation:	<u>\$5,578.87</u>	Rivers Edge
	<u>\$5,247.50</u>	Rivers Edge II
	<u>\$6,166.83</u>	Rivers Edge III

Methodology Consultant Approval:  _____
396ACEAA81D8491...
 (Signature)

1/18/2024
 (Date)

If requesting addition of new improvements:

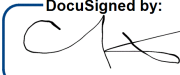
Engineer Approval: _____
 (Signature)

 (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.

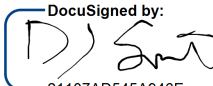
**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

5F58873323B84CB...

By: Ahmed McIntyre
 Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024

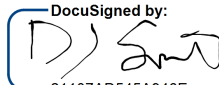
**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

21107AD545A946E...

By: DJ Smith
 Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024

RIVERS EDGE III CDD

DocuSigned by:

21107AD545A946E...

By: DJ Smith
 Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024

RIVERTOWN

Request for Funds

Date of request: 01/17/24

Submitted by: Kevin McKendree

Patio Furniture:

The chaise lounge chairs at the RiverHouse have seen better days and many are beyond simple fabric repair as the welds have broken. They are original to the building, and we have been able to stretch out their lifespan. Our plan is to move the existing useful chairs to the lap pool and order new chairs to surround the family pool. We have space for 40 loungers around the family pool and still abide by our certificate of occupancy. Please consider the options below.

Vendor	Warranty	Job Scope	Cost
Florida Backyard	3 year on the frame/1 year on the finish/1 year on the sling	40 Gardenella armless chaise lounge Lead time 6 weeks	\$10,170.60
Texacraft	5 year on the frame/2 year on the finish/1 year on the sling	40 Vision armless nesting chaise lounge. Same chairs as RiverClub. Lead time 6-8 weeks	\$16,993.20
Pool Furniture Supply	5 years on the frame/1 year on the sling	40 Anna Maria armless chaise lounge Lead time 8-10 weeks	\$21,968.00

Should you have any comments or questions feel free to contact me directly.



2.

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: RiverClub Buffer Trim RECDD 2

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

- Yes (Please proceed to question 2)
- No, the entire cost will be paid by: [Choose One]
(Please leave remainder of form blank)

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

- This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are “Shared Costs”, as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.
- This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]

COST SHARE REQUEST

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

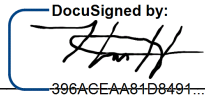
Requesting Party: Rivers Edge II CDD

- 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:
RiverClub Buffer Trim RECDD 2

Total Proposed Compensation: \$ 4,200

Cost Share Calculation:	<u>\$1,378.86</u>	Rivers Edge
	<u>\$1,296.96</u>	Rivers Edge II
	<u>\$1,524.18</u>	Rivers Edge III

Methodology Consultant Approval:  _____
 (Signature)

1/18/2024
 (Date)

If requesting addition of new improvements:

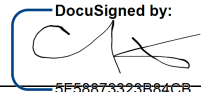
Engineer Approval: _____
 (Signature)

 (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**

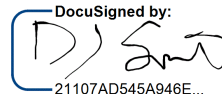
DocuSigned by:


By: Ahmed McIntyre

Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

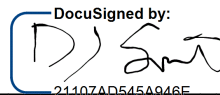
DocuSigned by:


By: DJ Smith

Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024

RIVERS EDGE III CDD

DocuSigned by:


By: DJ Smith

Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024



Proposal #371924

Date: 12/04/2023

From: Michael Scuncio

Proposal For

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

main: 904-679-5523
 mobile:
 jdavidson@vestapropertyservices.com

Location

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

Property Name: Rivers Edge CDD II

River Club Buffer Trimming

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
General Labor	60.00	\$4,200.00

Client Notes

Yellowstone will trim the buffer at the River Club to 4 feet for better sight line

	SUBTOTAL	\$4,200.00
Signature	SALES TAX	\$0.00
x	TOTAL	\$4,200.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Michael Scuncio
 Office:
 mscuncio@yellowstonelandscape.com

3.

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: RiverFront Park Buffer Trim RE 1

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

Yes (Please proceed to question 2)

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

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

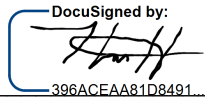
Requesting Party: Rivers Edge CDD

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

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary:
RiverFront Park Buffer Trimming

Total Proposed Compensation: \$ 4,900

Cost Share Calculation:	<u>\$1,608.67</u>	Rivers Edge
	<u>\$1,513.12</u>	Rivers Edge II
	<u>\$1,778.21</u>	Rivers Edge III

Methodology Consultant Approval: 
(Signature)
1/18/2024
(Date)

If requesting addition of new improvements:

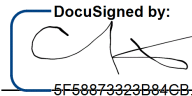
Engineer Approval: _____
 (Signature)

 (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**

DocuSigned by:


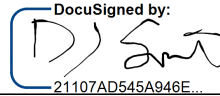
5F58873323B84CB...

By: Ahmed McIntyre

Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:


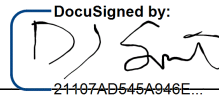
21107AD545A946E...

By: DJ Smith

Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024

RIVERS EDGE III CDD

DocuSigned by:


21107AD545A946E...

By: DJ Smith

Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024



Proposal #371919

Date: 12/04/2023

From: Michael Scuncio

Proposal For

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

main: 904-679-5523
mobile:
j davidson@vestapropertyservices.com

Location

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

Property Name: Rivers Edge CDD I

River Front Park Waters Edge Buffer Trimming

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
General Labor	70.00	\$4,900.00

Client Notes

Yellowstone will Trim River Front Park buffer down to 4 Feet in Height. This will allow better view of River

	SUBTOTAL	\$4,900.00
Signature	SALES TAX	\$0.00
x	TOTAL	\$4,900.00

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Michael Scuncio
Office:
mscuncio@yellowstonelandscape.com

4.

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: Homestead Plant Replacement

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

Yes (Please proceed to question 2)

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

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

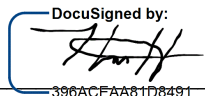
Requesting Party: Rivers Edge CDD

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

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary:
Replacement of Plant Material on Rafter Trail in Homestead

Total Proposed Compensation: \$ 4,652.00

Cost Share Calculation:	<u>\$1,527.25</u>	Rivers Edge
	<u>\$1,436.54</u>	Rivers Edge II
	<u>\$1,688.21</u>	Rivers Edge III

Methodology Consultant Approval: 
396ACE7A81D8491...
 (Signature)

1/18/2024
 (Date)

If requesting addition of new improvements:

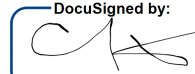
Engineer Approval: _____
 (Signature)

 (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**

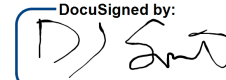
DocuSigned by:

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By: Ahmed McIntyre

Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

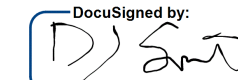
DocuSigned by:

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By: DJ Smith

Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024

RIVERS EDGE III CDD

DocuSigned by:

21107AD545A946E

By: DJ Smith

Chair Vice-Chair, Board of Supervisors

Date: 1/22/2024

RIVERTOWN

Request for Funds

Date of request: **01/17/24**

Submitted by: **Kevin McKendree**

Landscape Enhancement:

The Landscape beds coming into Homestead off of SR 13 are bare. Specifically, the intersection of Rafter Tail and Kendall Crossing. Long ago they had struggling rose bush material in them. This enhancement calls too sod much of the area to reduce the bed size and save costs, then adding in dwarf oleander with a blue daze border to remain uniform with the rest of the area. Finally, we will spot fill the remaining voids with juniper which is already in place. Please consider the option below.



Proposal #372847

Date: 12/06/2023

From: Michael Scuncio

Proposal For

Rivers Edge CDD I

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

Property Name: Rivers Edge CDD I

main: 904-679-5523 mobile:
j davidson@vestapropertyservices.com

Location

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

Kendall Crossing and Raftertail Entrance Enhancement

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Dwarf Oleander	48.00	\$1,056.00
Blue Daze	44.00	\$396.00
Juniper	60.00	\$1,080.00
Zoysia Sod	2.00	\$1,070.00
General Labor	15.00	\$1,050.00

Client Notes

SUBTOTAL	\$4,652.00
----------	------------

SALES TAX	\$0.00
-----------	--------

TOTAL	\$4,652.00
--------------	-------------------

balances will be charge a

Signature x

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue

1.5% a month, 18% annual percentage rate.

Should you have any comments or questions feel free to contact me directly.



5.

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: Consideration of Additional Playground Mulch

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]

COST SHARE REQUEST

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

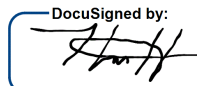
Requesting Party: Rivers Edge CDD

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

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary: This is to add additional mulch to the existing playgrounds through out Rivers Edge 1 to bring them to compliance.

Total Proposed Compensation: \$ 12,226.77

Cost Share Calculation:	<u>\$4,014.05</u>	Rivers Edge
	<u>\$3,775.63</u>	Rivers Edge II
	<u>\$4,437.08</u>	Rivers Edge III

Methodology Consultant Approval:  _____
 (Signature)

2/22/2024
 (Date)

If requesting addition of new improvements:

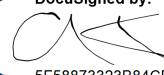
Engineer Approval: _____
 (Signature)

 (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.

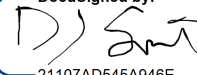
**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

5F58873323B84CB...

By: Ahmed McIntyre
 Chair Vice-Chair, Board of Supervisors

Date: 2/25/2024

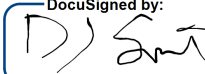
**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

21107AD545A946E...

By: DJ Smith
 Chair Vice-Chair, Board of Supervisors

Date: 2/22/2024

RIVERS EDGE III CDD

DocuSigned by:

21107AD545A946E...

By: DJ Smith
 Chair Vice-Chair, Board of Supervisors

Date: 2/22/2024



Proposal #380668

Date: 01/09/2024

From: Michael Scuncio

Proposal For

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

main: 904-679-5523
mobile:
j davidson@vestapropertyservices.com

Location

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

Property Name: Rivers Edge CDD I

Playground Mulch for parks

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Playground Mulch	211.00	\$12,226.77

Client Notes

Yellowstone will install Playground mulch at all 8 parks inside CDD I.

	SUBTOTAL	\$12,226.77
Signature	SALES TAX	\$0.00
x	TOTAL	\$12,226.77

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Michael Scuncio
Office:
mscuncio@yellowstonelandscape.com

6.

COST-SHARE STATUS COVER SHEET

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

Consideration of Cost Share Request for Phase 4 Pond Maintenance Services (Grand Bridge)
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: [Choose One]
(Please leave remainder of form blank)

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

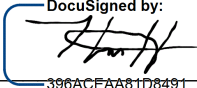
Requesting Party: Rivers Edge III CDD

- 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:
This is for Additional Pond Services for RiverTown Main Phase 4

Total Proposed Compensation: \$ 6,540

Cost Share Calculation:	<u>\$2,147.08</u>	Rivers Edge
	<u>\$2,019.55</u>	Rivers Edge II
	<u>\$2,373.37</u>	Rivers Edge III

Methodology Consultant Approval:  _____
 (Signature)
2/22/2024
 (Date)

If requesting addition of new improvements:

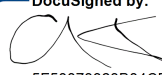
Engineer Approval: _____
 (Signature)

 (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.

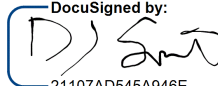
**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

5F58873323B84CB

By: Ahmed McIntyre
 Chair Vice-Chair, Board of Supervisors

Date: 2/25/2024

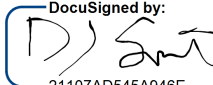
**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

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By: DJ Smith
 Chair Vice-Chair, Board of Supervisors

Date: 2/22/2024

RIVERS EDGE III CDD

DocuSigned by:

21107AD545A946E...

By: DJ Smith
 Chair Vice-Chair, Board of Supervisors

Date: 2/22/2024



ADDENDUM TO ANNUAL SERVICES CONTRACT

CUSTOMER NAME: **Rivers Edge CDD III (20143)**

SUBMITTED TO: Kevin McKendree, Field Operations Manager - kmckendree@vestapropertyservices.com

CONTRACT SUBMISSION DATE: February 9, 2024

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

SERVICES: Monthly Maintenance of Seven (7) Additional Ponds (80-86) at Rivers Edge CDD III in St. Johns, FL 32259.

This agreement (the "Agreement") is an Addendum to the current Services Contract by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") and will begin on the first of the month following acceptance by the Customer, under the same terms and conditions for the same period as the current Annual Management Services Contract signed on 12/23/2021 except as amended here.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Contract Addendum Price is **\$6,540.00**. SOLitude shall invoice Customer **\$545.00 per month** for the Services to be provided under this Addendum. The price indicated in this Addendum shall be billed in addition to the regular monthly contract invoice amount and shall renew with the same terms and for the same time period as the existing contract.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Rivers Edge CDD III (20143)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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.



Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

Customer's Address for Notice Purposes:

SCHEDULE A - SERVICES
ANNUAL POND MANAGEMENT SERVICES

Monitoring: Ponds 80-86

1. A SŌLitude Biologist will visit the site and inspect the pond(s) at a **minimum of two (2) times 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: Ponds 80-86

1. Pond(s) will be inspected at a **minimum of two (2) times 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.

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Shoreline Weed Control: Ponds 80-86

1. Shoreline areas will be inspected at a **minimum of two (2) times 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.
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: Ponds 80-86

1. Pond(s) will be inspected at a **minimum of two (2) times 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: Ponds 80-86

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.

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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.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of Solutude 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 Solutude 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.



Rivers Edge CDD III - Pond 80-86

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.

7.

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: Consideration of Tennis Court Re-Surface

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

- Yes (Please proceed to question 2)
- No, the entire cost will be paid by: [Choose One]
(Please leave remainder of form blank)

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

- This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are “Shared Costs”, as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.
- This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]

COST SHARE REQUEST

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

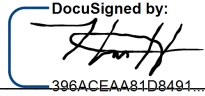
Requesting Party: Rivers Edge CDD

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

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary:
This is for re-surfacing of the tennis courts

Total Proposed Compensation: \$ \$17,850

Cost Share Calculation:	<u>\$5,860.16</u>	Rivers Edge
	<u>\$5,512.08</u>	Rivers Edge II
	<u>\$6,477.76</u>	Rivers Edge III

Methodology Consultant Approval:  396ACEAA81D8491...

(Signature)

2/22/2024

(Date)

If requesting addition of new improvements:

Engineer Approval: _____

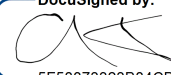
(Signature)

(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.

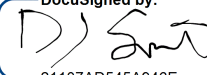
**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

5F58873323B84CB

By: Ahmed McIntyre
 Chair Vice-Chair, Board of Supervisors

Date: 2/25/2024

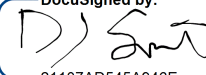
**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

21107AD545A946E...

By: DJ Smith
 Chair Vice-Chair, Board of Supervisors

Date: 2/22/2024

RIVERS EDGE III CDD

DocuSigned by:

21107AD545A946E...

By: DJ Smith
 Chair Vice-Chair, Board of Supervisors

Date: 2/22/2024

RIVERTOWN

Request for Funds

Date of request: 02/21/24

Submitted by: Kevin McKendree

Tennis Court Resurfacing:

The tennis courts are in need of resurfacing as they are showing signs of wear and need more clay than we can add by hand. We received quotes from two vendors. Please consider the options below.

Vendor	Warranty	Job Scope	Cost
B and B Tennis	none	Lasergrade resurface all 3 courts and adding 18 tons of Har-tru clay and reinstalling lines. Posts to be sanded and repainted.	\$17,850
J Courts	none	Lasergrade resurface all 3 courts and adding 18 tons of Har-tru clay and reinstallation of lines.	\$28,800

Should you have any comments or questions feel free to contact me directly.



SIXTH ORDER OF BUSINESS

A.



MACROLEASE

185 Express Street, Suite 100, Plainview, NY 11803

Tel: 800-645-3535

Fax: 516-576-1100

www.macrolease.com

February 9, 2024

Prepared By:

Victoria Grillo

P: 516.576.9000 x22125

C. 631.275.7458

vgrillo@macrolease.com

Lease quote prepared for:

RIVERTOWN RIVERLODGE

120 GRAND VERDE DRIVE

SAINT JOHNS, FL 32259

In cooperation with Douglas Reeder of Technogym, we are pleased to provide you with our lease proposal. The terms and conditions are as follows:

\$101 - LEASE PROPOSAL					
EQUIPMENT:	Quote#Q-00428182	Software Services	After Care Services	Equipment & Services	
EQUIPMENT COST:	\$239,496.30 (pretax)			\$239,496.30	(pretax)
TERM / MONTHLY PMT					
36 months:	\$7,836.00 (pretax)	\$103.00	\$802.34	\$8,741.34	(pretax)
48 months:	\$6,094.00 (pretax)	\$103.00	\$802.34	\$6,999.34	(pretax)
60 months:	\$5,053.00 (pretax)	\$103.00	\$802.34	\$5,958.34	(pretax)
ADVANCE RENTAL:	In Arrears			In Arrears	
PURCHASE OPTION:	\$101			101	

FAIR MARKET VALUE - LEASE PROPOSAL					
EQUIPMENT:	Quote#Q-00428182	Software Services	After Care Services	Equipment & Services	
EQUIPMENT COST:	\$239,496.30 (pretax)			\$239,496.30	(pretax)
TERM / MONTHLY PMT					
36 months:	\$7,156.00 (pretax)	\$103.00	\$802.34	\$8,061.34	(pretax)
48 months:	\$5,685.00 (pretax)	\$103.00	\$802.34	\$6,590.34	(pretax)
60 months:	\$4,802.00 (pretax)	\$103.00	\$802.34	\$5,707.34	(pretax)
ADVANCE RENTAL:	In Arrears			In Arrears	
PURCHASE OPTION:	Fair Market Value			Fair Market Value	

\$101 Option: At the end of the lease term, Lessee may own the equipment for \$101.

Fair Market Value Option: At the end of the lease term, Lessee may (1) return the lease equipment with no further obligation, (2) return the leased equipment & acquire new equipment under a new operating lease, (3) purchase the equipment for the then Fair Market Value, or (4) finance the Fair Market Value purchase option for an additional term.

The monthly rental payments (the "Monthly Payment") indicated above have been calculated using a fixed spread over the Federal Home Loan Bank Boston Amortizing Debt Rate with similar maturity (the "Benchmark Rate") and are valid for thirty days from the date of this proposal. The final Monthly Payment will be set at transaction funding and will be based on the same fixed spread over the then current Benchmark Rate. Once fixed, the Monthly Payments will remain unchanged for the entire term of the transaction.

If you are interested in applying for a lease, please complete and return the attached lease application along with a copy of your most recent Year End Audited Financial Statement. If the financials are more than six months old, please also include recent P&L and Balance Sheet.

Thank you,

Victoria Grillo



The Wellness Company

Your Wellness Business Partner



Technogym for

RIVERS EDGE III CDD

Prepared by
Douglas Reeder



The Wellness Company

PROPOSAL SUMMARY

CUSTOMER DETAILS

Customer name RIVERS EDGE III CDD
Billing Address 475 West Town Place, Suite 114, St. Augustine, Florida 32092
Contact Howard McGaffney
Telephone +1 904-940-5850 ext. 415
VAT Code
Fiscal Code
Customer Code AC-342909
Order Confirmation Email hmcgaffney@gmsnf.com
Invoice Email hmcgaffney@gmsnf.com

DESTINATION DETAILS

Address 120 GRAND VERDE DRIVE SAINT JOHNS Florida 32259 United States
Customer Code AC-2396028

PROPOSAL DETAILS




Technogym Ref. Douglas Reeder
dreeder@technogym.com
Ref # Q-00428182 / 0002639955
RIVERTOWN RIVERLODGE - 09/02/2024
Proposal created on: 3/7/2024
Proposal valid until: 04/09/2024

LOGISTIC DETAILS

Pedestrian Zone	No	Drop off point distance to gym (m)	
Floor number of the gym		Doors min Dim L x H (cm)	
Suitable lift available	No	Ceiling min. height (cm)	
Electricity available		Floor protection required	No
Phone contact	+1 904-940-5850 ext. 415	Site inspection required	NO
Mandatory delivery date	NO	Road constraints	NO

SMART EQUIPMENT



CARDIO

PRODUCT	QTY	NET AMOUNT USD
 <p>EXCITE LIVE RUN LIVE 19 P 7000 [4] METEOR BLACK</p> <ul style="list-style-type: none"> • Model: 7000 [4] • Console: LIVE 19 • TV Mode: ATSC + IPTV • Power: 90-240 VAC [A] • Color Option: METEOR BLACK • Frame: Anthracite (AN), Cover: Anthracite Black (EA) <p>CODE: DFKUAQ4AAN00EA2U</p>	3	33,579.00 3 x 11,193.00
 <p>EXCITE LIVE SYNCHRO AR LIVE 16 P 7000 [4] METEOR BLACK</p> <ul style="list-style-type: none"> • Model: 7000 [4] • Console: LIVE 16 • TV Mode: ATSC + IPTV • Power: 90-240 VAC [3] • Color Option: METEOR BLACK • Frame: Anthracite (AN), Cover: Anthracite Black (EA) <p>CODE: DFHU3Q4AAN00EA2U</p>	2	16,996.00 2 x 8,498.00
 <p>EXCITE LIVE CLIMB LIVE 16 P 7000 [4] METEOR BLACK</p> <ul style="list-style-type: none"> • Model: 7000 [4] • Console: LIVE 16 • TV Mode: ATSC + IPTV • Power: 90-240 VAC [3] • Color Option: METEOR BLACK • Frame: Anthracite (AN), Cover: Anthracite Black (EA) <p>CODE: DFEU3Q4AAN00EA2U</p>	2	20,304.00 2 x 10,152.00
 <p>EXCITE LIVE BIKE LIVE 16 P 7000 [4] METEOR BLACK</p> <ul style="list-style-type: none"> • Model: 7000 [4] • Console: LIVE 16 • TV Mode: ATSC + IPTV • Power: 90-240 VAC [3] • Color Option: METEOR BLACK • Frame: Anthracite (AN), Cover: Anthracite Black (EA) <p>CODE: DFCU3Q4AANFQEA2U</p>	1	5,908.00 1 x 5,908.00
TOTAL CARDIO	8	76,787.00

STRENGTH

PRODUCT	QTY	NET AMOUNT USD
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STRENGTH

PRODUCT	QTY	NET AMOUNT USD
 <p>ADJUSTABLE BENCH Anthracite - Black [55]</p> <ul style="list-style-type: none"> Color Option: Anthracite - Black [55] Frame: Anthracite (AN), Cover: Graphite Grey (GG) , Upholstery: Black (V0) <p>CODE: PA04-ANV0GG</p>	4	5,344.00 4 x 1,336.00
 <p>MULTIPOWER [None]</p> <ul style="list-style-type: none"> Weight Stack: [None N] Color Option: [None] Frame: Anthracite (AN), Cover: [None 0] , Upholstery: [None] <p>CODE: MB82NN0-AN00GG00</p>	1	5,080.00 1 x 5,080.00
 <p>SELECTION 700 LOW ROW 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNHCNNMCANFMAN10</p>	1	4,232.00 1 x 4,232.00
 <p>SELECTION 700 DUAL LEG CURL_EXTENSION 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNMCNNMCANFMAN10</p>	1	5,672.00 1 x 5,672.00
 <p>SELECTION 700 DUAL ABDUCTOR_ADDUCTOR 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNOCNNMCANFMAN10</p>	1	5,672.00 1 x 5,672.00
 <p>SELECTION 700 LEG PRESS 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNACNNMNANFMAN10</p>	1	7,056.00 1 x 7,056.00
 <p>SELECTION 700 ABDOMINAL CRUNCH 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNBCNNMCANFMAN10</p>	1	4,256.00 1 x 4,256.00



STRENGTH

PRODUCT	QTY	NET AMOUNT USD
 <p>SELECTION 900 CHEST PRESS 900 METEOR BLACK [B1]</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK [B1] Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Dark (2Q) <p>CODE: MNFPNNMCAN2QAN10</p>	1	5,840.00 1 x 5,840.00
 <p>SELECTION 700 DUAL PECTORAL_REVERSE FLY 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNNCNNMCANFMAN10</p>	1	5,672.00 1 x 5,672.00
 <p>SELECTION 700 LAT MACHINE 700 METEOR BLACK</p> <ul style="list-style-type: none"> Weight Stack: Plus Color Option: METEOR BLACK Frame: Anthracite (AN), Cover: Anthracite (AN) , Upholstery: Meteor Black (FM) <p>CODE: MNLCNNMNANFMAN10</p>	1	3,752.00 1 x 3,752.00
 <p>PURE STRENGTH HIP THRUST Black - Black - Black [27]</p> <ul style="list-style-type: none"> Color Option: Black - Black - Black [27] Frame: Black (NB) , Upholstery: Black (V0) <p>CODE: MG8000-NBNBV0</p>	1	5,108.50 1 x 5,108.50
 <p>SCOTT BENCH PURE Black - Black [A9]</p> <ul style="list-style-type: none"> Color Option: Black - Black [A9] Frame: Black (NB) , Upholstery: Black (V0) <p>CODE: PG06-NBV000</p>	1	2,269.50 1 x 2,269.50
 <p>LOWER BACK BENCH PURE Black - Black [A9]</p> <ul style="list-style-type: none"> Color Option: Black - Black [A9] Frame: Black (NB) , Upholstery: Black (V0) <p>CODE: PG05-NBV000</p>	1	2,133.50 1 x 2,133.50
 <p>OLYMPIC HALF RACK [None]</p> <ul style="list-style-type: none"> Color Option: [None] Frame: Black (NB) , Upholstery: [None] <p>CODE: PG10-NB0000</p>	1	4,464.00 1 x 4,464.00
 <p>Plate Holder Set 2 pins</p> <p>CODE: A0000374</p>	5	1,000.00 5 x 200.00


STRENGTH

PRODUCT	QTY	NET AMOUNT USD
 <p>DUAL ADJUSTABLE PULLEY PERFOR. Anthracite - Black [B]</p> <ul style="list-style-type: none"> Weight Stack: +60 kg/120 lbs Color Option: Anthracite - Black [B] Frame: Anthracite (AN), Cover: Textured Black (B) , Upholstery: [None] <p>CODE: MB436N0-AN00GGBL</p>	1	9,144.00 1 x 9,144.00
TOTAL STRENGTH	23	76,695.50

SKILL LINE

PRODUCT	QTY	NET AMOUNT USD
 <p>SKILLRUN 5000 LIVE 19</p> <ul style="list-style-type: none"> Display: LIVE 19 Color Option: Frame: Anthracite (AN), Upholstery: [None], Cover: Anthracite Black (EA) <p>CODE: DJJAAQ3AAN00EA2U</p>	1	17,233.00 1 x 17,233.00
 <p>SKILLROW 7"</p> <ul style="list-style-type: none"> Display: 7" User Connectivity: through Technogym key reader Color Option: Frame: Anthracite (AN), Upholstery: Black (EA), Cover: Anthracite Black (EA) <p>CODE: DJR0NDTANEAANR2</p>	1	3,543.50 1 x 3,543.50
TOTAL SKILL LINE	2	20,776.50

GROUP ACTIVITIES

PRODUCT	QTY	NET AMOUNT USD
 <p>TECHNOGYM BIKE</p> <ul style="list-style-type: none"> Display: LIVE [L] Color Option: , Cover: Dark Pearl Grey (FS), Carter: Black (NR) <p>CODE: D93TNLS1FS02NR2U</p>	2	9,460.00 2 x 4,730.00
TOTAL GROUP ACTIVITIES	2	9,460.00

OTHERS



PRODUCT

QTY

NET AMOUNT
USD

Short Handle

1

44.10
1 x 44.10

CODE: A0000723-GZ



Set Tricep Cord cod.9000

1

22.50
1 x 22.50

CODE: A0000812-NR

Upgrade kit QAM Pro:Idiom

9

1,890.00
9 x 210.00

CODE: A0000845



Storage Mat

1

137.00
1 x 137.00

CODE: A0000986



FITNESS MAT

5

445.00
5 x 89.00

CODE: A0000960

10 lbs Urethane Grip Plate

8

430.56
8 x 53.82

CODE: JZE_HP-HOG-U-10

25 lbs Urethane Grip Plate

8

1,076.40
8 x 134.55

CODE: JZE_HP-HOG-U-25

5 lbs Urethane Grip Plate

8

215.28
8 x 26.91

CODE: JZE_HP-HOG-U-5



45 lbs Urethane Grip Plate

8









1,937.52
8 x 242.19

CODE: JZE_HP-HOG-U-45

OTHERS

PRODUCT	QTY	NET AMOUNT USD
 <p>10 PLACE BARBELL RACK</p> <p>CODE: A0000520-NB</p>	1	2,016.00 1 x 2,016.00
 <p>Olympic power bar HC-d50</p> <p>CODE: BA10</p>	1	718.20 1 x 718.20
<p>Barbell UrethFixedEZ CurlSet 20-110lbx10</p> <p>CODE: JZE_GI-0021</p>	1	3,348.00 1 x 3,348.00
<p>HMPTN 3 TIER DB RACK 15 PR</p> <p>CODE: JZE_3T-SDL-15</p>	1	1,283.40 1 x 1,283.40
<p>HAMPTON DURA PRO 5 50LB DB</p> <p>CODE: JZE_HF-DPU-5-50</p>	1	2,333.92 1 x 2,333.92
<p>Dura Pro Ureth DB 55lb</p> <p>CODE: JZE_HP-0109</p>	1	466.78 1 x 466.78
<p>Dura Pro Ureth DB 60lb</p> <p>CODE: JZE_HP-0110</p>	1	509.22 1 x 509.22
<p>Dura Pro Ureth DB 65lb</p> <p>CODE: JZE_HP-0111</p>	1	551.66 1 x 551.66
<p>Dura Pro Ureth DB 70lb</p> <p>CODE: JZE_HP-0112</p>	1	594.09 1 x 594.09

OTHERS

PRODUCT	QTY	NET AMOUNT USD
Dura Pro Ureth DB 75lb CODE: JZE_HP-0113	1	636.52 1 x 636.52
 Plate Holder Set 1 pin CODE: A0000844	1	90.00 1 x 90.00
 Power Pack DAP CODE: A0000550	1	424.00 1 x 424.00
 SKILLTOOLS KIT STORAGE CODE: A0001014-K	1	2,076.80 1 x 2,076.80
 KETTLEBELLS SET 8 SINGLES (4-24 KG) CODE: A0000751-GZCY	1	1,496.00 1 x 1,496.00
 Foam Roller TG CODE: A0000958	3	153.90 3 x 51.30
 Double density ball D65 black CODE: A0000951	2	212.40 2 x 106.20
 Medicine ball 14 lb CODE: A0001000	1	146.70 1 x 146.70
 Medicine ball 20 lb CODE: A0001001	1	152.10 1 x 152.10



The Wellness Company

OTHERS



PRODUCT

QTY

NET AMOUNT
USD

Balance Dome

1

261.00

1 x 261.00

CODE: A0001031

TOTAL OTHERS

71

23,669.05



The Wellness Company

SOFTWARE SERVICES

PRODUCT	QTY	MONTHLY NET AMOUNT USD
Live Premium Content 60 M	9	45.00
CODE: ENPTS0XV0		
Technogym Bike Bouquet 60 M	2	58.00
CODE: ENPTB0XV0		
TOTAL SOFTWARE SERVICES	11	103.00



The Wellness Company

AFTER SALES SERVICES

NEW PRODUCTS

		MONTHLY NET AMOUNT USD
Technogym Care Performance 60 M	Enjoy total peace of mind and peak performance through the most complete service agreement in the industry. Technogym Care Performance includes 2 planned preventative maintenance visits per year and beyond repair service with coverage of wear and tear, accidental damage and remote monitoring of the connected products. See the Service General Terms and Conditions for full details. CODE: X123_TC_PER Type of equipment covered: Cardio INTERFACE, Cardio LED, NON TG Product, Run INTERFACE + Skillmill, Strength Benches + Pure, Strength Complex, Strength Standard	802.34
TOTAL AFTER SALES – NEW PRODUCTS		802.34



The Wellness Company

TOTAL WELLNESS SOLUTION SUMMARY

TOTAL AMOUNT
USD

PRODUCTS

Products	207,388.05
Delivery & Installation	32,108.25
Total	239,496.30
Sales TAX	0.00
Total (TAX included)	239,496.30
	Cheque, Balance before Delivery

SOFTWARE SERVICES

Monthly amount	103.00
Payment frequency	Monthly
Number of Installments	60
Total Installment amount	103.00
TAX	0.00
Total Installment amount (TAX Included)	103.00
Total Contract amount (TAX Included)	6,180.00
	Cheque, Balance before Delivery

AFTER SALES SERVICES – NEW PRODUCTS

Monthly amount	802.34
Payment frequency	Monthly
Number of Installments	60
Total Installment amount	802.34
TAX	0.00
Total Installment amount (TAX Included)	802.34
Total Contract amount (TAX Included)	48,140.50
	Balance before Delivery, Cheque

Any sales tax, use tax, exercise tax, or any other tax of any nature used in the preparation of this proposal are indicative and they should not be considered final or binding. All taxable sales and uses taxes will be computed in the invoice, reflecting the current rates at the time of the transaction



The Wellness Company

DELIVERY TERMS

Delivery Terms: Delivered at place

Delivery week: Delivery date is intended as any working day included in the "week" starting from **Monday [07/29/2024]** to **Friday [08/02/2024]**

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

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

For ACH/Wires	For CHECKS
JPMorgan Chase New York, NY 10017 Bank Routing Number: 021000021 Account Number: 593828616 Account Name: Technogym USA Corp SWIFT Code: CHASUS33	Please send your CHECK to: Technogym USA Corp. PO BOX 23802 New York, NY 10087-4602

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

Place and Date:

Name and title:

Signature:

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



INSTALL REQUIREMENTS

MINIMUM CEILING HEIGHTS

For the below items, these include an additional 0.98 ft, the minimum recommended height for chin-up functionality:

CHIN UP LEG RAISE DIP – 9.02ft	OLYMPIC HALF RACK – 8.86ft	CABLE CROSSOVER – 8.86ft
DUAL ADJUSTABLE PULLEY – 8.69ft	KNEELING EASY CHIN DIP – 9.02ft	POWER PERSONAL – 8.37ft
OLYMPIC POWER RACK – 9.19ft	OMNIA3 AND OMNIA8 – 8.69ft	CABLE STATIONS 5 – 9.02ft
UNIVERSE – 6.56ft (-10.83ft with A0001399)		

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

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

ACCESS FOR INSTALLATION

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

DUAL ADJUSTABLE PULLEY; VARIO; ARTIS SYNCHRO; CABLE TOWER; CABLE STATIONS; LEG PRESS SELECTION/ARTIS/BIOSTRENGTH/BIOCIRCUIT; KINESIS PERSONAL; KINESIS ONE; UNIVERSE;

FOOTPRINT REQUIREMENTS

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

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

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

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

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

UNIVERSE – from 1.97 to 6.56 ft

ADJUSTABLE PULLEY REV- 1.97 ft

FIXING AND SECURITY

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

SELECTION: Pectoral (C913) Multipower (C953, M853, M953), Chest press (C970), Crossover (M824, M924, M925), Ercolina (M828, M928, M929), Ercolina Rehab (M859, M959), Ercolina IFI (C959, D6959), Cable Jungle (M882, M982, C982), Radiant (M888, M988), Radiant IFI (C988)

ELEMENT: Ercolina (MA80, MB80), Ercolina Rehab (MA90, MB90), Ercolina MED (MB92), Multipower (MA83, MB83), Crossover Cables (MA85, MB85), Dual Adjustable Pulley (MB43, MB44)

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

KINESIS STATIONS: Overhead Press (MH15, MH1A), Press (MH20, MH2A), High Pull (MH30, MH3A), Core Station (MH65, MH4A), Step/Squat (MH67, MH5A), Low Pull (MH95, MH6A)

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

PERSONAL: Kinesis Personal (MD051, MD052, MD053), Rack Personal (A0000874)

MY TOOLS (A0000978, A0000979, A0000986, A0001014-*), Arke (A0000573)

UNIVERSE Dual Adjustable Pulley (MPC), Half Rack (MPD), Standard column (A0001360), Flywheel column (A000136), Upper-Lower Wall set (A0001363, A0001365)

BIOSTRENGTH REV: Adjustable Pulley (MM97, MM98)

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

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



REQUIREMENTS AND GUIDELINES FOR THE CUSTOMER RELATED TO IT INFRASTRUCTURE *

GENERAL REQUIREMENTS

1. Use a **specific** Internet connection for Technogym equipment
2. If possible, connect the Technogym equipment preferably **via cable**
3. **Do not use a server proxy** to connect the Technogym equipment
4. If possible use the **DHCP** method to assign the IP address
5. Install the Wi-Fi access point in the **same room** where the equipment is located
6. **Do not disable the list of DNS names** supplied by Technogym

LIVE EXCITE/ARTIS/PERSONAL, SKILLRUN and UNITY SELF KIOSK

1. Supported Wi-Fi standards: IEEE 802.11a/b/g/n - 2,4 GHz and 5 GHz
2. LIVE with 10 inch display are compatible **only with** Wi-Fi networks, with Wireless standards IEEE 802.11 a,b,g,n - 2.4Ghz, 5 Ghz
3. The bandwidth requirements depend on the number and type of applications that can be configured by the "TECHNOGYM APP STORE"

UNITY NETWORK / INTERNET - Bandwidth requirements	5 devices		10 devices		20 devices		40 devices		60 devices		100 devices	
	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.
WORKOUT ONLY - MINIMUM requirements (workout only, no App installed e.g. 10" display)	>2Mbps	>512Kbps	>5Mbps	>512Kbps	>7Mbps	>1Mbps	>10Mbps	>1Mbps	>16Mbps	>2Mbps	>20Mbps	>2Mbps
WITHOUT STREAMING VIDEO - MINIMUM requirements (working, monitoring, searches, no streaming video)	>2Mbps	>512Kbps	>5Mbps	>512Kbps	>7Mbps	>1Mbps	>10Mbps	>1Mbps	>16Mbps	>2Mbps	>20Mbps	>2Mbps
STREAMING VIDEO - MINIMUM requirements (including streaming video, for example, YouTube)	>5Mbps	>512Kbps	>7Mbps	>512Kbps	>10Mbps	>1Mbps	>20Mbps	>1Mbps	>30Mbps	>2Mbps	>50Mbps	>2Mbps

TECHNOGYM BIKE/TECHNOGYM RIDE

1. TECHNOGYM BIKE and TECHNOGYM RIDE only support Wi-Fi networks and require a bandwidth of at least 10 Mbps for the streaming of video content.
2. Supported Wi-Fi standards: IEEE 802.11a/b/g/n - 2.4 GHz and 5 GHz

UNITY MINI

1. UNITY MINI supports only Wi-Fi networks and requires a bandwidth only for workout data.
2. Supported Wi-Fi standards: IEEE 802.11a/b/g/n - 2.4 GHz and 5 GHz

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

TEAMBEATS (SKILLX – SKILLATHLETIC), GROUP CYCLE, SKILLROW, SKILLMILL, SKILLBIKE

1. Technogym equipment can be used with two configurations: for classes or as an individual device.

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

2. If present, it is recommended to connect UNITY SELF to the Internet via a cable
3. GROUP CYCLE, SKILLROW, SKILLMILL are compatible only with Wi-Fi networks and with Wireless standards IEEE 802.11 b,g,n - 2.4Ghz
4. SKILLBIKES are compatible only with Wi-Fi networks and with Wireless standards IEEE 802.11 a,b,g,n - 2.4Ghz, 5 Ghz
5. All equipment and UNITY SELF must be connected to the same network (subnet)

SKILLRUN CLASS

1. It is strongly recommended to use a completely cabled network both for connecting the machines as well as UNITY SELF. If it is not possible to use a cabled network it must always be ensured that UNITY SELF is connected via an Ethernet cable and the rest of the machines are connected wirelessly in compliance with the requirements in point 2.
2. If the machines connected wirelessly, the supported Wi-Fi standards are: IEEE 802.11a/b/g/n - 2.4 GHz and 5 GHz. It is mandatory to use a professional dedicated single Access Point for each SKILLRUN CLASS, a single and non-hidden SSID (Service Set Identifier);
3. Internet band compliant with the following table

NETWORK / INTERNET - Bandwidth requirements	10 devices		20 devices		50 devices	
	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.
MINIMUM requirements (equipment connected directly to the MyWellness cloud)	>5Mbps	>512Kbps	>7Mbps	>1Mbps	>16Mbps	>2Mbps

BIOCIRCUIT/BIOSTRENGTH/BIOSTRENGTH REV

For proper operation of the Biocircuit/Biostrength/Biostrength Rev, it is essential that a data network is installed that complies with the following requirements:

1. It is strongly recommended to use a completely cabled network both for connecting the machines as well as UNITY SELF BIOCIRCUIT. If it is not possible to use a cabled network it must always be ensured that UNITY SELF is connected via an Ethernet cable and the rest of the machines are connected wirelessly in compliance with the requirements in point 3.
2. The Biocircuit data network must be dedicated to it. Dedicated data networks indicate that only the machines and the UNITY SELF of the circuit are connected to the network devices (dedicated switch, isolated IP class, dedicated Access Point if necessary)
3. If the machines connected wirelessly, the supported Wi-Fi standards are: IEEE 802.11a/b/g/n - 2.4 GHz and 5 GHz (recommended). It is mandatory to use a professional dedicated single Access Point for each BIOCIRCUIT/BIOSTRENGTH/BIOSTRENGTH REV, a single and non-hidden SSID (Service Set Identifier);
4. Internet band compliant with the following table

NETWORK / INTERNET - Bandwidth requirements	5 devices		10 devices		20 devices	
	Downl.	Upl.	Downl.	Upl.	Downl.	Upl.
MINIMUM requirements (equipment connected directly to the MyWellness cloud)	>2Mbps	>512Kbps	>5Mbps	>512Kbps	>7Mbps	>1Mbps

*** FOR FURTHER TECHNICAL DETAILS, CONTACT TECHNOGYM TECHNICAL SUPPORT AT THE NUMBER: 855-426-0421**

GENERAL TERMS & CONDITIONS FOR SALES OF PRODUCTS AND PROVISION OF SERVICES

1. AGREEMENT, DEFINITIONS:

Unless a written agreement is executed between any customer ("Customer") and TECHNOGYM USA CORP. (directly or through any of its Affiliates) ("Seller" or "Technogym"), any purchase order covering the sale of the goods manufactured and/or commercialized by the Seller ("Goods") as described in the relevant purchase order to which these General Conditions are attached, and identified by the Technogym® trademark and/or by the other trademarks owned by the Seller or by its Affiliates ("Trademarks") will be governed solely by these General Terms & Conditions ("Condition of Sale"). These Condition of Sale will replace in full the general terms & conditions of purchase issued by the Customer, even if not expressly objected to by Technogym, and will govern any future sale of Goods between the Seller and the Customer, even if concluded orally, by letter, by means of other printed forms or otherwise. Any and all amendments of these Condition of Sale shall result from a written agreement between the Seller and the Customer, duly signed. The description of Goods can be found in the Technogym® catalogue in force at the day of issuance of the purchase order. In case of inconsistency, these Condition of Sale will prevail on the provisions provided by the purchase order and/or on any other document that may be issued by the Customer.

For the purpose hereof, "Affiliates" shall mean parents, subsidiaries, partnership, joint ventures and any entity(ies) that directly or indirectly controls or is controlled by a party or which a party shares common control. A party "controls" another entity when the party, through ownership of the voting stock or other ownership interest of that entity, or by contract or otherwise, has the power to direct its management.

2. GOODS

Good(s) may be:

- (i) new equipment for physical activities and wellness lifestyle bearing one of the Trademarks;
- (ii) used equipment for physical activities and wellness lifestyle refurbished by Technogym ("Technogym Refurbished");
- (iii) hardware products manufactured by third parties and sold by the Seller;
- (iv) spare parts of the Goods sold by the Seller;
- (v) any other good or service provided by the Seller.

Such Goods shall be identified in the relevant purchase order and in the order confirmation issued by the Seller. The Customer acknowledges and accepts that the Goods may have an internet connection and may transfer automatically their data to a database managed by the Seller through a software for the Equipment Asset Management ("EAM"). The deactivation of the EAM may be charged to the Customer. In case the Goods identified in the purchase order are (a) a complete software or a software update, or the provision of web services supplied by the Seller or (b) the provision of services supplied by the Seller through its subcontractors, the agreement between the Seller and the Customer may also be governed (i) by any terms and conditions of subscription or license, or (ii) by any terms and conditions of services which the Seller shall propose to the Customer for acceptance at the time of the issuance of the purchase order and that form substantial and integral part of these Condition of Sale. In case of any inconsistency between these Condition of Sale and any other Seller's contractual document, the latter shall prevail only with reference to the software products, web-based services and any other service supplied by the Seller.

3. PURCHASE ORDER

The purchase order ("Purchase Order") that the Customer may send to the Seller shall constitute a binding proposal for a period of 6 (six) months starting from the date of receipt by the Seller of such Purchase Order. Within such period, the Seller shall have the right to accept said proposal by sending a written order confirmation ("Order Confirmation") or refuse, including the date of delivery of Goods ("Confirmed Delivery Date"). The contract shall be deemed to be executed even without the issuance of the Order Confirmation by the Seller, through the execution of the Purchase Order by means of delivery of the Goods to the Customer, or to the carrier possibly appointed, within the same period of 6 (six) months.

In the event that the Order Confirmation is not consistent with the Purchase Order, for what concerns elements other than object, quantity, price and Goods return terms, it shall be deemed as accepted by the Customer if the Customer does not notify in writing a claim to the Seller within the 8 (eight) days following the delivery of the Order Confirmation.

The Customer shall have the right to request a total or partial variation of the Goods under the Purchase Order no later than 24 (twenty-four) hours from receipt of the Order Confirmation. Once this term is expired, the Purchase Order shall no longer be modifiable, unless agreed in writing between the parties. The Seller reserves the right to accept or refuse the request for modification received from the Customer within the above term by sending the relative written confirmation.

4. RIGHT TO SUSPEND THE ORDER EXECUTION. TERMINATION

The Seller reserves the right (a) to suspend or cancel the execution of the Purchase Order, even if already confirmed by the Seller, or (b) to deliver the Goods to the Customer only upon receipt of the full advance payment of the price and of any other amount which might be due by the Customer to the Seller or upon the issuance and provision of appropriate guarantees, in case of (i) non-fulfilment or delays by the Customer, regarding both previous orders and those under execution, or (ii) changes regarding the person/legal entity of the Customer, its structure or in case of change of control, its financial situation or its reputation, as well as in case of protesting of bills, pending executive proceedings and preliminary injunctions, suspensions, difficulties or delays in the fulfilment of its obligations towards third parties; and (iii) in case the Customer become insolvent, files a petition of bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganisation or assignment for the benefit of creditors. All deliveries of Goods suspended for the above-mentioned reasons and/or subject to the conditions indicated above shall be postponed to the first available date as determined by the Seller at its sole and exclusive discretion. Should the situation which caused the suspension last more than 3 (three) months, the Seller shall have the right to fully or partially terminate the agreement.

5. RETENTION OF TITLE

Notwithstanding the provision of the following art. 6, with reference to the delivery and transfer of risks, the Goods shall remain property of the Seller until full payment of any amount due by the Customer under the Purchase Order, including any default interest and any expense incurred by the Seller for the recovery of the credit. The Customer undertakes to notify the Seller any action for the repossession of the Goods eventually requested by any third party on the Goods not fully paid by the Customer. Such notice shall be executed in due time in order to allow the Seller to take action against any third party, without any prejudice to the Customer's liability in case of actions by the third party which may affect the Seller's rights.

Should the Customer be subject to any insolvency proceedings, the Customer undertakes to allow the Seller to get back the Goods without any prior notice and undertakes to allow the Seller to access its warehouses, bearing all the expenses related to the collection of the Goods.

The Customer shall refrain from engaging in any activity or behaviour that could prevent the Seller from identifying and recovering the property on the Goods as a consequence of the provisions of this article on the retention of title and shall enter into all the necessary insurance policies to hold the Seller indemnified against any possible damage to the Goods or to third parties.

6. FREIGHT AND INSTALLATION OF GOODS

The Goods shall be delivered by the Seller on "Ex Works" (Incoterms 2020) basis at the Seller's warehouse. Notwithstanding the "Incoterms 2020" rules, the freight and installation may be organised by the Seller, but at the Customer's expenses, without prejudice for any other Incoterm 2020 rule concerning the "Ex Works" term and, thus, the Customer shall bear all the costs and risks of loss or damage to the Goods, from the moment in which the Seller made the Goods available to the carrier at its premises, without any obligation for the Seller to load the Goods on the vehicle.

Freight and installation are intended only for the USA territory only. For freight and installation to be performed outside the above-mentioned territories, the Parties shall enter into specific written agreements. It is understood that the freight and installation additional costs, not calculated in the Order Confirmation, if necessary for deliveries to be made in extra-urban and/or not easily accessible areas, or during non-working time and days, shall be communicated to the Customer and shall remain at the Customer's sole charge.

The Seller may, freely and without exception, use subcontractors for the performance of the delivery service and freight and/or installation services and/or of any other service described in the Purchase Order.

7. DELIVERY TERMS

The delivery terms specified in the Purchase Order, in the Order Confirmation, or anywhere else, must be considered merely indicative and not essential. The Seller, thus, has the right to reasonably anticipate or postpone the Confirmed Delivery Date of the Goods, in full or in part, and such anticipation or postponement cannot be considered as a cause for the termination of the agreement by the Customer, nor the right to claim any compensation, restoration or damages, or a cause for claiming the liability of the Seller, unless the anticipation or postponement of the Confirmed Delivery Date is higher than 4 (four) weeks. In such latter case, should the Customer notify in writing not to be interested any more in the purchase, the Seller shall not deliver the Goods and it shall pay back the down payment paid by the Customer to the Seller.

Without prejudice to Article 3 above, if on the Confirmed Delivery Date Customer is unable to receive the Goods due to unavailability of its premises or for any reasons beyond Seller's control, resulting in Seller's inability to make the immediate installation of the Goods, Customer shall indicate to Seller a location where the purchased Goods may, however, be delivered. In this case, installation of the said Goods may take place on a date subsequent to the delivery date, to be agreed with Seller, without prejudice to the application of Article 9 of these Conditions of Sale. The Seller shall have the right to charge any transport costs from the location where Goods have been delivered and the final destination to the Customer.

The Customer may request to postpone the Confirmed Delivery Date by informing the Seller in writing about the new delivery date subject to the condition that such request is made: as for orders to be delivered in Europe, at least 6 (six) weeks before the Confirmed Delivery Date; as for orders to be delivered outside Europe, at least 12 (twelve) weeks before the Confirmed Delivery Date. The delivery can be postponed only once and up to a maximum of 4 (four) months from the original Confirmed Delivery Date. For the first 4 (four) weeks of delay running from the Confirmed Delivery Date, it shall not be applied any sanction against the Customer (the "Grace Period"). Any delay(s) subsequent to the Grace Period shall be treated as follows: (a) if the delay is between 4 (four) and 16 (sixteen) weeks from the Confirmed Delivery Date, the Seller reserves the right to apply a delay liquidated damage equal to 0.5% (zero point five per cent) of the overall amount of the Purchase Order for each week of postponement of the delivery (except for the Grace Period); (b) if the delay is equal to 16 (sixteen) weeks from the Confirmed Delivery Date, the Seller reserves the right to (i) deliver Goods to the warehouse communicated by the Customer and invoice the relevant cost or (ii) cancel the Purchase Order and retain the down payment. In case no down-payment has been paid by the Customer, the latter shall pay an amount equal to 20% (twenty per cent) of overall amount of the Purchase Order as cancellation fee, with no right to claim for damages.

Should a new price list be announced between the Order Confirmation and the delivery date, the new price list shall be applied only after 6 (six) months for delivery in Europe and 8 (eight) months for delivery overseas running from the date of the Order Confirmation.

8. FORCE MAJEURE EVENT

The Seller shall not be liable for any failure to meet its obligations, including delays in the delivery, beyond its reasonable control including, but not limited to: government embargoes or any other government acts that interfere with performance, seizure or freeze of assets, delays or refusal to grant an export license or the suspension or revocation thereof, wars, natural disasters, lockouts, shortages of raw materials or



electricity, mechanical breakdowns, interruption of rail services, shortages of road or rail transport vehicles and other disturbances in the company's operations, non-fulfillments by third parties of their obligations, strikes, public policy measures, epidemic and/or pandemic. The due date of any performance affected by such an event will be extended by the period of time the Seller is actually delayed and shall not give rise to compensation for damages or to termination, even partial, of the agreement. If the inability to perform continues for more than ninety (90) calendar days, either party may terminate the agreement and cancel the relevant Purchase Order by providing written notice to the other party.

9. LIMITED WARRANTY

The warranty of the Seller is limited to the replacement or repair, at the Seller's sole discretion, of the parts of the Goods that may be affected by original defects, either physical or related to the manufacture, and the Customer, for this reason, waives any claim for the termination of the agreement or for a price reduction.

The Goods are covered by a warranty of 12 (twelve) months from the Confirmed Delivery Date and by a further conventional warranty period of additional 12 (twelve) months (i.e. second year starting from the Confirmed Delivery Date), during which calls for assistance by Customer will be charged for a fixed fee including labour and travel costs, being the spare parts free of charge, with the sole exception of the parts subject to wear and tear (such as - but not limited to - treadmill rubber and tapes). The Seller will not be liable under this warranty if Goods have been exposed or subjected to any: (i) installation by unauthorized third parties, (ii) positioning of the Goods in outdoor locations or in humid areas, (iii) refusal of returning Goods and/or spare parts of the components of the replaced Goods, and (iv) defects, damages and flaws deriving from improper usage and/or maintenance and/or not in compliance with the instructions given in the handbook or installation guide or any other instructions delivered to the Customer with Goods and including the instructions for the right use and maintenance. This provision applies also in case of installation of the Goods executed by the Customer itself, or by third parties not previously authorized by the Seller.

Any intervention performed under the warranty shall be performed by the Seller only within the United States territory and shall be limited to the restoration of the functioning of the Goods including the replacement, free of charge, of any defective parts of the Goods, unless the Seller, at its own discretion, deems more appropriate the integral replacement of the Good. In any case, the Seller represents and warrants that it will perform the interventions under the warranty for Goods located outside the territory of United States charging the related costs (including shipping charges, duties, taxes and any other charge) to the Customer, with an advanced reimbursement obligation on the Customer. The Seller represents and warrants the conformity of the Goods to any mandatory security standard provided for by any applicable law and regulation in force in the United States. The handbook related to the instructions for the use and installation of the Goods may be supplied by the Seller on any electronic or computer device; in such case, the Customer may also request, free of charge, a paper copy of the above-mentioned handbook, by sending a written request to the Seller's Customer Service.

With regard to the Technogym™ Refurbished Goods sub Article 2 (ii), the Seller furthermore represents that they comply with the laws in force in the year of manufacture of such Goods, regardless of the date of re-introduction in the market as a used product. The warranty for the Technogym™ Refurbished Goods is 18 (eighteen) months starting from the Confirmed Delivery Date, being understood that starting from the thirteenth month, any travel and labour costs will be borne by the Customer and the assistance calls will be charged for a fixed call fee. The Seller, moreover, declares that the "Home" and "Consumer" Goods were conceived so as to limit their weight and amount of space, guaranteeing at the same time easy handling and use, so as to make its positioning easier, as well as its use within domestic environments and its management with a non-intense use (the use of the above Goods in hotels, private houses and corporate shall not be considered intense); for these reasons the warranty of such Goods is not valid if they are used within fitness centers, or anyway used for a professional purpose.

In case of failure of payment by the Customer of the price of the Goods, the Seller may refuse the performance of the conventional warranties, the performance of which has been requested by the Customer, and in such cases, the supply of any spare parts may take place only upon full advance payment by the Customer or by mean of cash on delivery.

Should the Customer require an intervention which is later found not to be justified by a real functioning issue of the Goods, or anyway by a problem which is not caused by the Seller, the Seller shall have the right to charge the Customer with the costs of the call, even if the Good is covered by the warranty.

With regard to spare parts which are produced by the Seller, the warranty given by the Seller is valid for 12 (twelve) months from the Confirmed Delivery Date. With regard to spare parts produced by third parties, and only commercialized by the Seller, the warranty shall be given by the manufacturer itself of such Goods and it shall be the one provided and described in the documents associated with such Goods.

10. COMPLAINTS. LIMITATION PERIOD AND PROHIBITION OF COMPENSATION

Any claim for defects, failures, flaws of the Goods shall be communicated within 8 (eight) calendar days from the delivery of the Goods, subject to the limitation period, by registered letter with return receipt and/or communication to be sent by certified e-mail to the address: (technogym.amministrazione@legalmail.it). The existence of pending claim cannot justify any delay or suspension, in full or partially, of any due payment. The Customer shall not be entitled to make a claim to the Seller for the compensation of whatsoever credit that it may have towards the Seller.

11. PRICE AND PAYMENTS TERMS

The price of the Goods is the one indicated in the Order Confirmation ("Price").

The Price shall be paid by the Customer according to the following payment terms: (i) down-payment equal to 20% (twenty per cent) of the Price upon confirmation of the Purchase Order; (ii) the remaining part of the Price by the Confirmed Delivery Date of the Goods, regardless of the date of installation of the Goods at the premises indicated by the Customer, including the case provided for in Article 6 above. In case of non-fulfilment of its obligations by the Customer, the Seller retains the down payment as a compensation for damages. Should the down payment not be made by the Customer, the Seller shall have the right to consider the Purchase Order as null and void.

All the payments must be made without set-off, counterclaim, withholding or other deduction.

All payments shall be made by the Customer only by bank transfer to the following bank:

Bank Data	
General Bank Reference Address:	JPMorgan Chase New York, NY 10017
Bank Routing Number:	021000021
Account Number:	593828616
Account Name:	Technogym USA Corp
SWIFT Code:	CHASUS33

In order to avoid any attempt of fraud by third parties, in no case will the Customer be requested to pay the Price to a bank account other than those indicated above. In the light of the foregoing, the Customer who makes payment through a bank account other than those indicated above shall not be released from payment of the Price to the Seller.

In case of delay of payment or non-fulfilment of the payment of even one instalment of the price, interests of delay shall apply, in the Euribor rate of three months/365, increased of 6 (six per cent) percentage points, or the highest interest rate applicable according to law, without prejudice to any greater damage that may be suffered by the Seller. The Seller, in such case, shall have the right to accelerate all the remaining payments scheduled and declare the total outstanding balance then due and owing and/or terminate the agreement within the limits provided by law, without prejudice for the compensation of any further damage.

The Goods may be equipped with a software allowing the Seller to prevent their usage in case of delayed or failed payment of the price by the Customer, so as to safeguard the retention of title provided by Article 5. In case of payment of the Price through instalments paid by credit card, through payment networks and methods expressly authorised by the Seller, the Customer shall, as an essential condition, fill in and sign a specific form which shall be made available by the Seller. In case of failure to do so, the Seller shall consider the Purchase Order as ineffective. The failure of the Customer to pay the Price (even only one instalment), or the failure to pay the part of the Price due after the delivery of the Goods, shall allow the Seller to prevent the use of the Goods through the activation of the software or to request the immediate return of the Goods and/or to suspend the performance of services until the receipt of the payment due (including interests for the delay and the expenses incurred by the Seller for the recovery of the credit). No claim for compensation based on the assumption of the impossibility to use the Goods due to the interruption of the use and/or suspension of the supply of the services may be carried out by the Customer.

In case of financial leasing, the Purchase Order of the financial leasing company shall be sent to the Seller at least 15 (fifteen) days before the expected date for the delivery of the Goods, together with all the documents related to the financial leasing agreement. Should such documentation be sent to the Seller after the above-mentioned term, the Confirmed Delivery Date may be postponed as a consequence. In case of failure to present the documentation due for the payment by means of the financial leasing, the Seller shall have the right to consider the order as ineffective or claim the performance of the agreement by the final Customer.

12. PROHIBITION OF PURCHASE ORDER ASSIGNMENT. PRIOR AUTHORIZATION IN CASE OF SUBCONTRACT

The Customer shall not transfer or assign, in whole or in part, the Purchase Order without the prior written consent of the Seller; in case of breach of such obligation by the Customer, the Seller shall have the right to terminate the agreement, without prejudice to the compensation of any further damage that may be suffered by the Seller.

13. TRADEMARKS AND INTELLECTUAL PROPERTY

The Customer acknowledges that the Seller and/or its Affiliates, is the owner of the Trademarks. Therefore, the Customer shall not reproduce or use in any way the Trademarks and other distinctive signs on the Goods, without the prior written consent of Seller or the holder of the related intellectual property rights. The Customer shall not remove, cancel or alter the Trademarks and/or whatsoever label or logo on the Goods, as well as not put on the Goods whatsoever new brand, label or distinctive sign. Any violation of its own intellectual property rights will be prosecuted by the Seller.

In case the Customer exposes or gives visibility to the Goods, the Customer undertakes to show an image of the Goods and the Trademarks consistent with the marketing strategy of the Seller and shall refrain from sharing news and information which may cause damages to the Seller's reputation.

Any intellectual property rights on the Goods (and future modifications and variations made on Goods) are and shall vest only in Technogym or its licensors.



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Certain Goods may include software; with respect to any such software the Seller grant to the final end-user a non-exclusive, non-transferable limited license, without the right to sub license. The Customer may not directly or indirectly make any efforts to deconstruct the software provided, included but not limited to translating, disassembling, reverse engineering or performing any other operation to obtain any portion of its content.

14. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

Technogym will have no obligation or liability with respect to: (i) Goods used other than for their ordinary purposes, (ii) claims of infringements resulting from combining any Goods furnished by the Seller with any article not furnished by Technogym, or (iii) any modification of the Goods other than a modification by the Seller.

Notwithstanding the foregoing, the Customer shall indemnify and hold Technogym harmless from any claim, loss, damage, suit, liability, fees or expenses (reasonable attorney’s fees) which may be suffered by Technogym on account of (i) the modified Goods which become infringing as a consequence of Customer’s modification, (ii) the use of the Goods in infringing combination or systems and (iii) the use of Goods in association with third parties’ trademarks or distinctive signs.

15. PROCESSING OF PERSONAL DATA

According to the applicable laws in terms of personal data processing, the Seller informs the Purchaser that any personal data will be processed according to the Technogym privacy policy available as a link in the footer of the Technogym website at www.technogym.com

16. HEALTH AND SAFETY AT WORK

The Customer undertakes to take any measure necessary to grant the Goods’ safety and to prevent any risk to health and physical integrity, when they are used, installed, cleaned or during a maintenance work.

The Customer undertakes to give the Seller any measure and information regarding any risk in order to guarantee that the installation of the Goods is in compliance with the applicable health and safety at work laws and regulations, with reference to the areas of work used by the Customer to carry out the installation services, (ii) and is safe and not generating risks for the health of the personnel involved in the installation process. For this purpose, the Customer shall hold the Seller harmless from any responsibility, regarding damages to things or people, which might take place in connection with the installation process, unless in case of wilful misconduct or gross negligence of the Seller or of its subcontractors. The Customer undertakes to enter insurance policies to cover the risks of civil liability in relation to any accident that may happen to the Seller’s employees or to its subcontractors’ employees during the performance of the installation of the Goods.

17. RIGHT TO ACCESS

The Customer shall guarantee the Seller and/or its subcontractors, free and timely access to the premises and/or sites where the installation services must be performed. In case of failure by the Customer to grant the access or in case of delays, caused or attributable to the Seller, the Customer shall pay the price of any unperformed activity and any other costs and expenses incurred by the Seller in connection with the non-performance of the services, without prejudice to the compensation of any further damage that may be suffered by the Seller.

18. TRACEABILITY. RECALL OF THE GOODS

In case the Customer re-sells the Goods to third parties, the Customer itself shall guarantee the full traceability of such Goods and, should the Goods be recalled, either mandatory or voluntary, due to serial defects, the Customer shall fully collaborate with the Seller, and comply with any other decision or action that the Seller may take.

19. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED BY LAW AND IN CASE OF WILFUL MISCONDUCT OR GROSS NEGLIGENCE, IN NO EVENT TECHNOGYM SHALL BE LIABLE TO CUSTOMER OR THIRD PARTIES FOR ANY LOSS OF USE, REVENUES OR PROFIT, LOSS OF ANY PERSONAL DATA OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AND WHETHER OR NOT TECHNOGYM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TECHNOGYM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO TECHNOGYM FOR THE GOODS SOLD HEREUNDER WHICH ORIGINATED THE CLAIM OR DAMAGE.

TECHNOGYM SHALL HAVE NO LIABILITY FOR WHATSOEVER DAMAGE TO PROPERTY AND/OR PERSONS ARISING OR DERIVING FROM THE USE OF THE GOODS NOT IN ACCORDANCE WITH THE INSTRUCTIONS SPECIFIED IN THE HANDBOOK, AND IN ANY OTHER DOCUMENT OR WARNING ASSOCIATED WITH THE GOODS OR FOR ANY DAMAGE ARISING FROM THE USE OF GOODS NOT FIXED TO THE GROUND (OR ON THE WALL OR ON THE CEILING) IN ACCORDANCE WITH THE PROVISIONS IN THE HANDBOOK AND/OR IN ANY OTHER DOCUMENT OR WARNING SUPPLIED TOGETHER WITH THE GOODS, AS WELL AS IN RELATION TO ANY DAMAGE TO PROPERTY AND/OR PERSONS ARISING FROM THE EXECUTION OF DELIVERY, FREIGHT AND/OR INSTALLATION ACTIVITIES AND/OR THE EXECUTION OF ANY OTHER SERVICE DESCRIBED IN THE PURCHASE ORDER AND PERFORMED BY SUBCONTRACTORS OF THE SELLER. TECHNOGYM SHALL HAVE NO LIABILITY FOR ANY DAMAGE ARISING FROM THE USE OF THE GOODS BY PEOPLE IN NO GOOD PHYSICAL CONDITIONS; BEING AN OBLIGATION OF THE USER TO OF THE GOODS TO VERIFY IN ADVANCE THE COMPATIBILITY BETWEEN HIS/HER HEALTH STATUS AND THE USE OF THE GOODS. THE SELLER SHALL EXPRESSLY INVITE ANY USER OF THE GOODS CAREFULLY READ THE HANDBOOK BEFORE USING THE GOODS AND TO COMPLY WITH THE INSTRUCTIONS AND SAFETY RULES DESCRIBED IN THE HANDBOOK.

THE PERSONAL TRAINING SERVICES SHALL BE PROVIDED ONLY WITH REGARD TO THE PSYCHOLOGICAL AND PHYSICAL CONDITIONS INDICATED FROM TIME TO TIME BY THE FINAL USERS OF SUCH SERVICES; THEREFORE, THE CUSTOMER UNDERTAKES TO CAUSE THAT THE FINAL USERS OF THE PERSONAL TRAINING SERVICES PROVIDE IN ADVANCE A MEDICAL CERTIFICATE ASSESSING THEIR GOOD HEALTH STATUS VALID FOR THE CURRENT YEAR AND SHALL HOLD HARMLESS TECHNOGYM FROM ANY KIND OF LIABILITY RELATED TO THEIR HEALTH STATUS. TECHNOGYM MAY SUSPEND THE SUPPLY OF PERSONAL TRAINING SERVICES IN THE EVENT THAT THE FINAL USERS OF THE PERSONAL TRAINING SERVICES IS IN NO GOOD HEALTH CONDITION OR HAVE NOT NOTIFIED ANY CHANGES IN THEIR HEALTH STATUS. TECHNOGYM DOES NOT CARRY OUT MEDICAL ACTIVITY AND THEREFORE SHALL HAVE NO LIABILITY IN RELATION TO THE VERIFICATION OF THE HEALTH STATUS OF THE ABOVE-MENTIONED INDIVIDUALS.

20. APPLICABLE LAW. EXCLUSIVE JURISDICTION

These Condition of Sale, as well as the contracts entered into between the Seller and the Customer following the Purchase Order, shall be governed by and construed in accordance with the laws of the state of New York, exclusive of any conflict of law provisions.

The Parties expressly exclude the application of the United Nations Convention on contracts for the international sale of goods (1980). Any dispute arising between the Seller and the Customer, either referred to these Condition of Sale or to any other contract the Parties may have executed, Any dispute, disagreement or controversy between the parties arising out or relating to this Agreement shall be submitted to the exclusive jurisdiction of the Courts of State of New York, and of the United States District Court of New York. However, the Seller retains the right to sue the Customer before the courts of the Customer’s place of business.

21. INTEGRITY / CONVERSION OF NULL PROVISIONS

In the event that any provisions of this Conditions of Sale are deemed null and void or inapplicable, the validity of the remaining provisions of this Conditions of Sale will not in any way be affected. Provisions found to be invalid or ineffective will be amended to comply with applicable law to the fullest extent permitted by law.

Acceptance: _____
Customer’s name (please print) Customer Signer: Name & Role Signature for acceptance Date

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



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MAINTENANCE SERVICES AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION The following terms shall have the following meanings: **'Equipment'** means the equipment (that in the Supplier's reasonable opinion is of a Serviceable Standard) subject to the Maintenance Services as more particularly specified in Schedule 1. **'Maintenance Services'** means the preventive services (the level of which are chosen under the Maintenance Service Package) provided to the Customer in respect of the Equipment (under this agreement), set as described in Schedule 2 or as may be agreed in writing by the Supplier and Customer from time to time. **'Terms'** means these terms and conditions governing the supply and performance of the Maintenance Services. **'Maintenance Charges'** means the charges payable by the Customer to the Supplier in consideration of the provision of the Maintenance Services, set out on the Order Form. **'Site Address'** means the Customer's premises where the Equipment will be stored and used and where the Maintenance Services will be carried out, as set out on the Order Form. **'Maintenance Service Package'** or **'MSP'** means the level of Maintenance Services chosen by the Customer (as set out on the Order Form) as more particularly described in Schedule 2. **'Initial Period'** means the initial period of this agreement as set out on the Order Form and more particularly described in clause 9. **'Order Form'** means the Customer's order for Maintenance Services incorporating these Terms. **'Non-TG Equipment'** means equipment and parts manufactured and/or supplied by other manufacturers or suppliers (other than the Supplier). **'Obsolete'** means Equipment that the Supplier renders obsolete as a result of that Equipment requiring Replacement Parts that have been discontinued and are no longer produced by their respective manufacturer. **'Replacement Parts'** means any component, piece of equipment or part that is required for the repair or Maintenance Services to be carried out on Equipment under these Terms. **'Request'** shall have the meaning given in clause 2.4. **'Technogym E-Services'** means the online services provided by the Supplier, whereby the Customer can electronically place an order for Maintenance Services or for Replacement Parts. **'TG Equipment'** means equipment and parts manufactured and supplied by the Supplier or any Group Company. **'Economical Maintenance'** means an individual piece of Equipment that can be repaired for a sum less than (or equal to) 3 times the annual maintenance prices listed in Schedule 1. **'Commencement Date'** means the date set out on the attached Order Form as more particularly described in clause 9. **'Serviceable Standard'** means Equipment that is not, in the Supplier's reasonable opinion, in a state of disrepair and is capable of being serviced in accordance with this agreement. **'Group'** means the Supplier, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Group is a member of the Group. **'Group Company'** means any company in the Group. **'Business Day'** means the hours of 8.00 a.m. to 6.00 p.m. on a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business. **'Supplier's Personnel'** the Supplier's employees, agents, subcontractors and consultants engaged to perform the Maintenance Services. **'Unity Console'** means the LCD and all related electronic components forming the Unity® or Visioweb® group component excluding Wellness tv® and Wellness ActiveTv® screen. **'Accidental Damage'** means damage that occurs suddenly as a result of an unexpected and non-deliberate external action, specific exclusions include but are not limited to the gradual deterioration with age, internal failures and wilful or deliberate acts. **'Wear and Tear Items'** means items that are naturally and inevitably subject to wear as a result of normal contact from users in the course of exercising on the equipment including but not limited to treadmill belts, upholstery, foot pedals and handles. It excludes knocks, scrapes and scratches and the gradual deterioration with age that may occur over the life of the Equipment. **'Aesthetic Items'** means the parts of the Equipment that are provided for cosmetic purposes only including but not limited to stickers, casings and covers or ancillary items like water bottle or phone holders. **'Prevailing Rate'**: means the price of the purchased MSP as per the price effective at the time the quotation is provided. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. Words in the singular include the plural and in the plural include the singular. A reference to one gender includes a reference to the other gender. Clause headings do not affect the interpretation of these Terms. A reference to Schedule or Schedules shall mean the schedule(s) of this agreement. A reference to this agreement shall be a reference to these Terms. The Order Form and the Terms (including all the Schedules) constitutes the entire agreement between the parties hereto relating to the Maintenance Services and shall replace any other such agreement or purported arrangement in respect thereof. However, in the event of a conflict between the terms and conditions contained in the Schedules or on the Order Form and these Terms, those contained in the Schedules and/or the Order Form shall prevail and this agreement shall be interpreted accordingly.

2. MAINTENANCE SERVICES. 2.1 The Supplier will endeavour to provide Maintenance Services during a Business Day (or as may otherwise be agreed and set out in the Service Level Agreement in Schedule 2) and the Customer will therefore be required to have their Site Address open (and the Equipment accessible) during such times. 2.2 From time to time, the Supplier may be required to carry out Maintenance Services outside the hours of a Business Day and reserves the right to do so. 2.3 The Customer may request that the Supplier carries out Maintenance Services outside the hours of a Business Day. Any decision by the Supplier to do so will be entirely at the Supplier's discretion and will be agreed in writing by the parties. 2.4 The Supplier shall make a telephone hotline service available to the Customer from 9.00 a.m. to 5.30 p.m. (whereby a request for Maintenance Services can be placed by the Customer ("Request")). Outside these hours, the Customer can place a Request via fax, e-mail (to the addresses that the Customer has been provided with) or via TG-Direct and in such circumstances, the Request will be deemed to have been made on the following Business Day.

3. EXCLUSION FROM SERVICES. 3.1 The Maintenance Services will not extend to: 3.1.1 Modifications or additions to the Equipment that are unauthorised by the Supplier; 3.1.2 Peripheral items and consumables and Aesthetic Items (lists of which are available from the Supplier); 3.1.3 Equipment which in the Supplier's reasonable opinion, can no longer be subject to Economical Maintenance (for the avoidance of doubt, such Equipment will be removed from Schedule 1); 3.1.4 Defects or damage resulting, in the Supplier's reasonable opinion, from misuse or neglect of or Accidental Damage to the Equipment or failure to follow the instructions or advice of the Supplier or in respect of Non-TG Equipment, the manufacturer of the Non-TG Equipment; 3.1.5 Visits in addition to those (if any) specified overleaf; except where specifically included in the MSP; 3.1.6 The repair or replacement of parts which the Supplier is required to carry out away from the Site Address but which the Customer, for security reasons or otherwise is unwilling to release to the Supplier; 3.1.7 Any Equipment which has not been kept or operated by the Customer in accordance with the Customer's obligations set out in clause 5; 3.1.8 Equipment which the Supplier has requested a serial number for at the time of a Request and has not received; and 3.1.9 Equipment which has been declared Obsolete; 3.1.10 Defects or damage resulting, in the Supplier's reasonable opinion, from the variation, interruption or quality of the Customer's mains electrical supply powering the Equipment.

4. MAINTENANCE CHARGES. 4.1 The Supplier reserves the right to adjust its Maintenance Charges by an increase not exceeding the prevailing CPI index rate by providing written notice not later than 30 days before any anniversary of the Commencement Date. This increase will not apply for any periods where the costs have been paid in full in advance. Following the initial period, this rate change increase provision will persist annually with no term limit. 4.2 The Customer shall pay the Maintenance Charges on the dates set out in the Order Form. 4.3 The Supplier's charges are payable without any deductions, set-off, counterclaim or withholding of any kind but with the addition of VAT and the Supplier reserves the right to suspend provision of the Maintenance Services in the event that the Customer fails to pay by the due date any sums due under these Terms or under any other agreement whatsoever that it may have with the Supplier. 4.4 If the Customer fails to pay the Supplier by the due date



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any sum due under these Terms, the Customer shall be liable to pay interest to the Supplier on such sum from the due date for payment, at the annual rate of 4% above the base lending rate from time to time of the Bank of **America**, accruing on a daily basis until payment is made, whether before or after any judgment. 4.5 The Customer may be required to pay additional charges (in addition to the Maintenance Charges) if their failure to comply with the obligations set out in clause 5 below results (either directly or indirectly) in any damage to the Equipment resulting in the need for Maintenance Services.

5. CUSTOMER'S OBLIGATIONS. To facilitate the provision by the Supplier of Maintenance Services the Customer shall: 5.1 Ensure that the Equipment is kept and operated in a proper manner in accordance with all written guidance issued by the Supplier from time to time (including routine maintenance set out in relevant Equipment user manuals) and ensure that only competent, properly trained persons are permitted to use it; 5.2 Co-operate with the Supplier and the Supplier's Personnel in all matters relating to the Maintenance Services including but not limited to supplying the serial number of the Equipment, giving detailed information about the fault(s) over the phone and performing reasonable troubleshooting actions on the Equipment as requested; 5.3 Use the Equipment in (what the Supplier reasonably deems to be) a suitable environment (including but not limited to one free from humidity, moisture, dust and high temperature variations) and be responsible for the costs of creating and maintaining such an environment; 5.4 Use the Equipment with the correct power supplies as have been provided by the manufacturer (be it the Supplier or otherwise); 5.5 Not move the Equipment or make any addition, modification or adjustment to it without the Supplier's prior written consent; 5.6 Maintain and make available to the Supplier records of the operation, maintenance and any malfunction of the Equipment; 5.7 Provide at such times as the Supplier and the Supplier's Personnel reasonably require and at no cost to the Supplier, access to the Equipment in a safe and properly insured environment, and the co-operation of the Customer's personnel in diagnosing and overcoming any malfunction of the Equipment; and 5.8 Inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Site Address.

6. LIMITATION OF LIABILITY. 6.1 Save as specifically provided for herein, the Supplier will indemnify Customer in connection with injuries to persons and damages to property only if such injuries and damages are caused by Supplier's gross negligence and intentional misconduct. Supplier's liability shall be excluded (i) in case of Customer's and Customer's clients' negligence and willful misconduct, and (ii) for injuries to persons (including death), or damages or losses to property, occurred after the completion of Maintenance Services.

6.2 To the extent such liability is not excluded by sub-clauses 6.1 above the Supplier accepts liability for its negligence (or that of its employees or agents) for physical damage or loss of the Customer's tangible property up to £1,000,000 in respect of each incident or series of connected incidents. 6.3 In all other cases not falling within clause 6.2 above, the Supplier's total liability (whether in contract, tort, (including negligence or otherwise) under or in connection with this agreement with the Customer relating to the Maintenance Services or based on any indemnity or contribution shall not exceed the amount that the Customer has paid for the Equipment being supported by the Maintenance Services.

7. REPLACEMENT PARTS. 7.1 Replacement Parts are the Supplier's property unless they are purchased and supplied by the Customer at no cost to the Supplier. 7.2 The Supplier will use reasonable endeavours to obtain suitable Replacement Parts when required to do so for the provision of Maintenance Services.

8. FORCE MAJEURE. The Supplier shall have no liability to the Customer under this agreement if it is prevented from, or delayed in performing, its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

9. COMMENCEMENT AND TERM OF AGREEMENT. This agreement starts on the Commencement Date and remains in force for the Initial Period and shall continue thereafter unless terminated by one of the parties giving to the other not less than 3 months' written notice, unless this agreement is terminated in accordance with clause 10.

10. SUSPENSION AND TERMINATION. Where, in Supplier's reasonable opinion, the cost of delivering the Services is sustained at a level higher than that reasonably expected in a similar Customer environment, Supplier reserves the right to investigate such excessive costs and to seek financial remedy from Customer where the excess costs can be shown to be as a result of any exclusions from service defined in section 3.0 above. Furthermore, Supplier reserves the right to suspend the delivery of the Services and only reactivate them upon settlement of any potential invoice to cover such excessive costs.

10.1 The Supplier may terminate this Agreement forthwith upon written notice to the Customer, without liability where:- 10.1.1 the Customer commits a breach of any Terms and where such breach is capable of remedy fails to rectify such a breach within 14 days of receiving written notice from the Supplier specifying such breach; 10.1.2 the Customer fails to make payment of any sums due to the Supplier in accordance with these Terms or any other agreement with the Supplier; 10.1.3 the Customer repeatedly fails to follow the Supplier's instructions in respect of the Equipment and acts in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the agreement. 10.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement without liability to the other on giving the other not less than 1 month's written notice if: 10.2.1 if the other party, being a body corporate shall present a petition or have a petition presented by a creditor for its winding up, or convenes a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); shall call a meeting of its creditors or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by virtue of the applicable law of these Terms to be unable to pay its debts or being an individual or sole trader dies or becomes bankrupt or being a partnership suffers any similar action as a result of debt; 10.2.2 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or 10.2.3 there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001). 10.3 The Customer may terminate this Agreement forthwith upon written notice to the Supplier, without liability only where the covered equipment is replaced with new Technogym items acquired from the Technogym official distribution network; the Customer ceases its business. On termination of this agreement for any reason, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Maintenance Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt. 10.4 On termination of this agreement (however arising), the following conditions shall survive and continue in full force and effect: 10.4.1 Clause 6; 10.4.2 Clause 10; 10.4.3 Clause 14; 10.4.4 Clause 19

11. ASSIGNMENT AND SUBCONTRACTING. 11.1 The Supplier reserves the right to assign this contract and to sub-contract all or any of its obligations set out herein. 11.2 This agreement is personal to the Customer who may not without the Supplier's prior written consent: assign or dispose of it; part with any interest in it; or grant any lease or licence or delegate any of the rights conferred by it.

12. THIRD PARTY RIGHTS. No person other than the Supplier, any person to whom the Supplier assigns any rights under this agreement and the Customer, shall acquire any enforceable rights under or in connection with these Terms and nothing in these Terms confers on anyone else any right pursuant to the Contracts (Rights of Third Parties) Act 1999.



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13. **VARIATION.** No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties save that the Supplier may from time to time notify the Customer in writing that it proposes to alter, add to or abrogate any provisions of this agreement giving details of the proposed alteration, addition or abrogation. Unless the Customer within 28 days of that notice notifies the Supplier in writing that he objects to them, the alteration, addition or abrogation shall be deemed to be agreed and shall take effect accordingly.

14. **CONFIDENTIALITY.** 14.1 For the duration of the agreement and a period of 5 years thereafter, each party shall keep in strict confidence, the contents and details of this agreement (including but not limited to the Maintenance Charges) and all other technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it from the other party, its employees, agents, consultants or subcontractors and any other confidential information concerning the other party's business or its products which either party may obtain. 14.2 Each party may disclose the other party's confidential information: 14.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. 14.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.

15. **NOTICES.** 15.1 Any demand or notice given under this deed shall be in writing and may be served: 15.1.1 personally, 15.1.2 by registered or recorded delivery mail, 15.1.3 by facsimile transmission (confirmed by post), or 15.1.4 by any other means which any party specifies by notice to the others. 15.2 Each party's address for the service of notice shall be its above mentioned address or such other address as it specifies by notice to the others. 15.3 A notice shall be deemed to have been served: 15.3.1 if it was served in person, at the time of service, 15.3.2 if it was served by post, 24 hours after it was posted, and 15.3.3 if it was served by facsimile transmission, at the time of transmission.

16. **RIGHTS AND REMEDIES.** Each right and remedy of the Supplier under these Terms is without prejudice to any other right or remedy of the Supplier whether under these Terms or not.

17. **SEVERANCE.** If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions shall of these Terms and the remainder of such provision shall continue in full force and effect.

18. **WAIVER.** Failure or delay by the Supplier in enforcing or partially enforcing any provision of these Terms will not be construed as a waiver of any rights and any actual waiver of any breach of, or default under, any provision of these Terms by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the enforcement of any other provision of these Terms.

19. **LAW AND JURISDICTION.** 19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the state of New York, exclusive of any conflict of law provisions.

19.2 Any dispute, disagreement or controversy between the parties arising out or relating to this agreement shall be submitted to the exclusive jurisdiction of the Courts of State of New York, and of the United States District Court of New York. However, the Supplier retains the right to sue the Customer before the courts of the Customer's place of business.

20. **CONDITION PRECEDENT.** The Supplier's provision of the Maintenance Services is conditional upon the positive result of the installation and inspection procedures carried out on the Equipment to bring it up to Serviceable Standard. The Customer shall bear all costs relating to the installation, inspection and remedial works.



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Schedule 2. Maintenance Services

(The Customer's chosen Maintenance Service Package will be set out on the Order Form)

Maintenance Services		Maintenance Service Package (MSP)					
		Extended Warranty	Extended Warranty Plus	Technogym Care Program	Technogym Care Global	Technogym Care Global High Value	Technogym Care Performance
On-site repair service	Travel & labour	•	•	\$	•	•	•
	Parts for repair	•	•	\$ (-10%)	•	•	•
	Parts subject to wear and tear	\$ (-10%)	• ¹	\$ (-10%)	\$ (-10%)	• ²	• ¹
Equipment Diagnosis		•	•	•	•	•	•
Preventative maintenance		\$	\$	•	•	•	•
Technical Call Center Support		•	•	•	•	•	•
Predetermined response time		•	•	• ³	•	•	•
Software update		•	•	•	•	•	•
Aesthetic Items		\$ (-10%)	\$ (-10%)	\$ (-10%)	\$ (-10%)	\$ (-10%)	• ¹
Accidental Damage on Unity Console		-	-	-	-	-	• ¹
Performance guarantee		-	-	-	-	-	•
Technology evolution		-	-	-	\$	\$	\$
Technogym E-Services (customer portal)							
Online job opening		•	•	•	•	•	•
Asset management reporting tool		•	•	•	•	•	•
Preventative maintenance routine							
Internal and external cleaning		-	-	•	•	•	•
Lubrication		-	-	•	•	•	•
Calibration & Mechanical adj.		-	-	•	•	•	•
Technogym Certification		-	-	-	•	•	•
Resistance cable inspection and replacement as required		-	-	-	•	•	•

Legend

- Service Included in MSP
- ¹ Subject to limitations of entitlement, see below
- ² Limited to Running Belt and Running Deck for Treadmills; Pedals for cardio equipment and Group Cycle, straps for Bike, Recline and Group Cycle pedals; cables for strength equipment. Subject to limitations of entitlement, see below. (Any other wear and tear items it will be charged based on the Supplier parts and labour prices applicable from time to time)
- ³ SLA limited to Time to Service on first visit only for Program
- \$ Service chargeable in MSP (charges based on the Supplier parts and labour prices applicable from time to time). Further details are available from the Supplier
- \$ (-10%) Service chargeable in MSP with a 10% discount on the spare parts (i.e., Parts for Repair or Parts subject to wear and tear or Aesthetic Items, according to the relevant MSP); Travel & labour related to spare parts chargeable in MSP with a 10% discount will be charged following the prices applicable from time to time. Further details are available from the Supplier

Description of maintenance services

On-site repair service

Covers the supply of ad hoc Maintenance Services at the Site Address for the repair of the Equipment. The decision to fit replacement spare parts will be made solely by Supplier's engineers and Supplier reserves the right to use new or refurbished parts at its' sole discretion.

'Parts subject to wear and tear'

Where MSP's include coverage for **Parts subject to wear and tear**, the replacement of **Wear and Tear Items** will be decided by Supplier's engineers using their reasonable opinion. The replacement of certain **Wear and Tear** Items is subject to limitations of entitlement over the term of the contract according to the following formulae:

The entitlement of treadmill belts for a specific contract term is capped up to a predefined '**Number of Belts**' included per contract defined as the number of treadmills covered by the contract multiplied by the duration of the contract (expressed in whole years) multiplied by 0.5 and rounded up to the nearest whole integer. Entitlement can be pooled across all Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

For example: 25 treadmills covered under a 4 year Technogym Care Performance contract would have a Number of Belts included per contract equal to 25 x 4 x 0.5 = 50, i.e. a limit of 50 treadmill belts may be fitted over the term of the contract.

The entitlement of treadmill decks for a specific contract term is capped up to a predefined '**Number of Decks**' included per contract defined as the number of treadmills covered by the contract multiplied by the duration of the contract (expressed in whole years) multiplied by 0.25 and



rounded up to the nearest whole integer. Entitlement can be pooled across all Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

For example: 25 treadmills covered under a 4 year Technogym Care Performance contract would have a Number of Decks included per contract equal to $25 \times 4 \times 0.25 = 25$, i.e. a limit of 25 treadmill decks may be fitted over the term of the contract.

The entitlement of Upholstery for a specific contract is capped up to a predefined '**Number of Upholstery**' included per contract defined as the number of pieces of strength equipment (including selectorised or plate loaded strength machines and benches) multiplied by 2 (the typical number of upholstery items per piece of equipment) multiplied by the duration of the contract (expressed in whole years) multiplied by 0.5 and rounded up to the nearest whole number. Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

For example: 25 pieces of selectorised strength equipment covered under a 4 year Technogym Care Performance contract would have a Number of Upholstery included per contract equal to $25 \times 2 \times 4 \times 0.5 = 100$, i.e. a limit of 100 items of upholstery may be fitted over the term of the contract.

In addition to the above, the coverage of Wear and Tear included in the MSP '**Technogym Care Global High Value**' is subject to the following additional limitations of entitlement over the terms of the contract according to the following formulae:

The entitlement of pedals for a Technogym Care Global High Value is capped up to a predefined '**Number of Pedals**' included per contract defined as the number of cardio equipment (including all cardio and Group Cycle and excluding treadmills) covered by the contract multiplied by the duration of the contract (expressed in whole years) multiplied by 0.3 and rounded up to the nearest whole integer. Entitlement can be pooled across all Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

For example: 25 cardio covered under a 4 year Technogym Care Global High Value contract would have a Number of Pedals included per contract equal to $25 \times 4 \times 0.3 = 30$, i.e. a limit of 30 pedals (couple of or single, depending on the spare parts configuration) may be fitted over the term of the contract.

The entitlement of cables for a Technogym Care Global High Value is capped up to a predefined '**Number of Cables**' included per contract defined as the number of sectorized strength equipment (including but not limited to Technogym Selection, Biostrength, Cable Stations, Kinesis) covered by the contract multiplied by the duration of the contract (expressed in whole years) multiplied by 2. Entitlement can be pooled across all Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

For example: 15 strength equipment covered under a 4 year Technogym Care Global High Value contract would have a Number of cables included per contract equal to $15 \times 4 \times 2 = 120$, i.e. a limit of 120 cables (single cables or meters of cable, depending on the spare parts configuration) may be fitted over the term of the contract.

Where the entitlements for the replacement of Part subject to wear and tear defined above are exceeded during the term of a contract or the cover for parts subject to wear and tear is excluded from the MSP the supply and fitting of these items will be at the Customer's cost at Supplier's parts and labour prices applicable from time to time.

'Equipment Diagnosis' Means the supply of an engineer for health & safety, functionality and aesthetics diagnosis.

Preventative maintenance

For Customers choosing the Technogym Care Program MSP, this is limited to Equipment Diagnosis, cleaning and light maintenance services. For Customers choosing the Technogym Care Global, Technogym Care Global High Value or Technogym Care Performance MSP's the planned maintenance visit will include:

- Strength Equipment:
 - Full functional test of all components
 - Check all mechanical movements and lubricate where required
 - Inspection and replacement of cables as required
 - Inspect frames for damage
 - Adjustment of mechanical systems
 - Replacement of worn or damaged mechanical components
- Cardiovascular Equipment:
 - Full functional test of all components and console systems
 - Belt & cable tension and adjustment
 - Remove covers and clean internally and externally
 - Software update to latest version as required
 - Check calibration of sensors
- Group Cycle:
 - Full functional test of all components
 - Check and adjust chain tension and lubricate
 - Check and adjust belt tension
 - Check cranks and pedals



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Aesthetic Items Protection: Notwithstanding the general exclusion from Services of Aesthetic Items defined in clause 3.1.2 and Accidental Damage defined in clause 3.1.4, where MSP's include 'Aesthetic Items Protection', this includes the replacement of Aesthetic Items under contract where they have suffered Accidental Damage subject to the following limitations.

An 'Aesthetic Item Replacement Claim' is defined as Customer requesting the replacement of one Aesthetic Items on a single piece of equipment where the Aesthetic Items have been deemed to have suffered some form of Accidental Damage.

Entitlement under the Aesthetic Items cover is limited to 1 (one) Aesthetic Item Replacement Claim per contract year for every 20 pieces of Equipment covered under the contract, rounded up to the nearest whole integer. Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not

Where the Aesthetic Item entitlement defined above is exceeded during any contract year over the term of a contract or the cover for Aesthetic Items is excluded from the MSP the supply and fitting of these items will be at the Customer's cost at Supplier's parts and labour prices applicable from time to time.

The table below is included for illustration of the calculation of entitlement to Aesthetic Item Replacement Claims per year for 1 to 60 pieces of equipment covered. Entitlement for other numbers of equipment covered will be calculated in a similar manner

Number of pieces of Equipment covered	Number of Aesthetic Item Replacement Claims per year
From 1 to 20	1
From 21 to 40	2
From 41 to 60	3

Accidental Damage on Unity Console: Notwithstanding general exclusion from Services for Accidental Damage defined in clause 3.1.4, where MSP's include Accidental Damage on Unity Console coverage, this includes the replacement of Unity Consoles under contract where they have suffered Accidental Damage subject to the following limitations. A 'Unity Console Replacement Claim' is defined as Customer requesting the replacement a Unity Console on a single piece of equipment where the Unity Console has been deemed to have suffered some form of Accidental Damage subject to confirmation in the Supplier's reasonable opinion. Replacement of a Unity Console under this provision is subject to a Customer contribution of \$400 on each Unity Console Replacement Claim. Entitlement under the Accidental Damage on Unity Console cover is limited to 1 (one) Unity Console Replacement Claim per contract year for every 10 Unity Consoles covered under the contract, rounded up to the nearest whole integer. Entitlement can be pooled across all the Equipment covered under an individual contract. Entitlement under a contract cannot be transferred to a piece of Equipment not covered by that contract whether the piece of Equipment is covered by another contract or not.

Where the Unity Console entitlement defined above is exceeded during any contract year over the term of a contract or the cover for Accidental Damage on Unity Console is excluded from the MSP the supply and fitting of these items will be at the Customer's cost at Supplier's parts and labour prices applicable from time to time.

The table below is included for illustration of the calculation of entitlement to Aesthetic Item Replacement Claims per year for 1 to 60 pieces of equipment covered. Entitlement for other numbers of equipment covered will be calculated in a similar manner.

Number of Unity Consoles covered	Number of Unity Console Replacement Claims per year
From 1 to 10	1
From 11 to 20	2
From 21 to 30	3

Performance guarantee: If some unforeseen event prevents Supplier from performing in line with the 'Time To Service Percentage' level set out in Schedule 2 of this agreement as measured at the end of the contract as an average over the whole term of the contract, the Customer is entitled to receive a discount percentage, the 'Service Credit Discount' against the renewal of the contract. The Service Credit Discount is redeemable only against an uninterrupted renewal and cannot be transferred to any other Site, contract renewal or other invoice payable to Technogym and the Service Credit Discount cannot be claimed as a cash alternative

The Service Credit Discount cannot be combined with any other active campaign or offering. The calculation of the Service Credit Discount will be based on 2 parameters: (a) duration of the original contract and (b) percentage of deviation in respect of the service level of the contract. The Service Credit Discount percentage calculated as per table below will be applied to the price of contract renewal calculated using the Prevailing Rate applicable from time to time. To be statistically relevant (and applicable) the minimum number of jobs in the period of measure should be greater than 20.

The Service Credit value cannot exceed the value of the NET price paid by the customer for the contract against which the performance was measured.

Time To Service Percentage achievement over the term of the contract	Contract term excluding warranty	
	less than 12 months	above or equal to 12 months
Greater than or equal to 90%	No Credit	No Credit
Greater than or equal to 70% and less than 90%	3%	5%
Less than 70%	5%	8%

Technogym Certification: On completion of a Preventative Maintenance service, the Supplier will make available a certificate of service to the Customer.

Discount on replacement parts: Where fitting of replacement parts is recommended outside of the included services, the replacement parts may be subject to a discount as defined in the Order Form. Discount only applies to replacement parts for Technogym manufactured Equipment.



Service Level Agreement: Where Service Level Agreement is included, see reverse of form for the performance levels.

Access to Technogym E-Services: Supplier will grant access to the customer to the Supplier's web service portal, Technogym E-Services, for the duration of the contract.

Remote Equipment management: Where remote Equipment management service is included, Customer allows the Supplier to remotely monitor the Equipment connected to the internet using Supplier proprietary software system. Remote Equipment management service allows the Supplier to have the possibility to enable automatic remote software upgrades when the Equipment is connected to the internet. Supplier may contact the Customer to arrange proactive repairs on the Equipment to verify the correct functioning when relevant problems are discovered as a result of the Equipment communicating fault data with Supplier's software system. The installation, configuration, maintenance and support of the internet connectivity and IT infrastructure will be solely Customer's cost and responsibility. Supplier will have no liability if the remote upgrade fails due insufficient bandwidth or for any other network problem outside of its responsibility or control.

Wellness System peripherals: Maintenance Services on Wellness System peripherals, e.g. Trainer points, Iso controller, Wellness Mate, etc. where included in Schedule 1, are limited to electrical, mechanical and electronic components only. Wellness software and the performance of a Wellness System are not covered under this contract.

Service Level Agreement: In the performance of this contract the Supplier will conform to the following 'Service Level Agreement' or 'SLA'

- **Time to Service (TTS)** subject to the provisions set out within the Severity / Target Response Time matrix below (and those set out elsewhere in these Terms), following a Request by the Customer, the time taken by the Supplier to attend the Site Address for the purpose of carrying out the Maintenance Services, will be normally performed within the Target Response Time for the Severity of the fault reported subject to the correct, satisfactory and full performance of the Customer Obligations.
Definition of Target Response Time hours
 - This shall commence upon creation of the service order by Supplier following receipt of a Request using Technogym E-Services, Fax, email or Telephone.
 - Supplier will action all Requests within Supplier's normal office hours 0900hrs to 1730hrs on Business Days.
 - Any Request outside of these times will be processed on the following Business Day

Severity of fault reported	Description of typical fault presenting	Target Response Time*
Primary Fault	A fault that takes the Equipment out of order and prevents it from being used for its primary function – eg a treadmill that cannot be used for running.	48hrs
Secondary Fault	A fault that affects a part of the Equipment that is not involved in its Primary function, eg TV tuning, lack of sound, torn upholstery	120hrs

*Supplier reserves the right to vary the Target Response Times from time to time and will publish updated versions of this matrix on the Technogym website and the Technogym E-Services portal.

- **Time to Service Percentage (TTS%):** The Supplier will use reasonable endeavours to ensure that following at least 90% of Requests made by the Customer for Maintenance Services over every 12 months' period (beginning on the Commencement Date), the Time to Service will be equal to the Target Response Time defined above.
- **First Time Fix** is where, whilst carrying out Maintenance Service, the Supplier returns the Equipment to reasonable working order for the Service defined in the Request on the first visit to the Site Address. The Supplier will use reasonable endeavours to ensure that (over every 12 months' period beginning on the Commencement Date), at least 90% of Maintenance Service visits will result in a First Time Fix. Where the Supplier requires further replacement parts to bring Equipment to working order, the parts will be placed on order and the supplier will fit same on a subsequent maintenance service visit subject to the spares supply response.

Spares Supply Response is where TG Equipment Replacement Parts are required, the Supplier will use reasonable endeavour to dispatch the required parts within two Business Days from the Supplier placing a Replacement Parts order. This is with the exception of upholstery (7 Business Days), painted parts (7 Business Days) and assembled painted parts (15 Business Days). As Replacement Parts may be dispatched from outside the U.K, the times for delivery of Replacement Parts may vary and are all subject to availability. When Non-Technogym® Equipment Replacement Parts are required, the Supplier is totally reliant on the supply and performance of third parties and cannot give any commitments to dispatch and delivery times for such parts. However, the Supplier may, at the Supplier's discretion, hold small stocks of Non-Technogym® Replacement.

For further information regarding Maintenance Services, spares and parts please contact us via the below details:

Telephone: 855-426-0421 Email: technicalsupport@technogym.com Fax: 206-623-1898



MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (or "**MSA**") constitutes the general terms and conditions which regulate the relationship between the **Customer** identified in the Purchase Order and TECHNOGYM USA CORP., incorporated in Washington State, company number U.B. ID. no. 602 021 910 whose registered office is 700 US Highway 46 East, Fairfield NJ 07004 (the "**Company**") for the supply of the Services and Additional Services for the Customer own business purposes as hereunder defined.

1. DESCRIPTION AND METHOD OF SUPPLYING THE SERVICE.

- 1.1. Any reference to "**Service**" hereunder shall mean any of the online, web-based and/or mobile applications (the "**Applications**") as described at docs.mywellness.com/msa/service-description.pdf (the "**Service Description**") which are acquired by the Customer from the Company under the applicable Purchase Order (defined below) and which are provided by Technogym S.p.A., a company construed and existing under the laws of Italy, with registered offices at via Calcinaro n. 2861, 47522 Cesena (FC), Italy ("**Technogym**"), mainly via the website pro.mywellness.com and/or other designated websites or sources, including specific mobile applications, but excluding third party applications, meaning those online, web-based and/or mobile applications and offline software products that are provided by third parties and that interoperate with the Service (the "**Third Party Applications**"). Any reference to "**Additional Services**" shall mean the education, configuration and after sales support services detailed at the following section/s docs.mywellness.com/msa/mwcloudtechnicalsupportservices.pdf, which are provided directly by the Company to the Customer.
- 1.2. The Company undertakes to procure the supply of the Services and to supply Additional Services to the Customer subject to this MSA, eventually the MyWellness App Customization - Terms & Conditions and any applicable Purchase Order.
- 1.3. The "**MyWellness App Customization – Terms&Conditions**" means the dedicated contractual terms and conditions, which is a separate contractual document related to the customization of the Technogym® white-label MyWellness® App with: (a) a dedicated look&feel and logo; (b) a dedicated area to display specific Customer Content and (c) the publication of the customized MyWellness® App (the "**Custom App**") on the Apple Store and Google Play platforms.
- 1.4. The "**Purchase Order**" means the purchase order documents for purchases hereunder. This MSA shall be deemed incorporated in the Purchase Orders signed by the Customer and acknowledged in writing by the Company with a written order confirmation.
- 1.5. The Customer acknowledges and agrees that the Services and Additional Services will be provided according to this MSA, the MyWellness App Customization–Terms&Conditions and any relevant Purchase Order as accepted by the Company, and that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made available by the Company regarding future functionality or features. This MSA, the (eventual) MyWellness App Customization–Terms&Conditions and the Purchase Order are jointly defined as the "**Agreement**".
- 1.6. Subject to the terms and conditions of the Agreement, the Company shall grant to the Customer a non-exclusive, non-transferable right to permit the Users (as defined in Clause 1.7) to use the Service during the Subscription Term (defined in Clause 7.2 hereof) solely for the purposes of the Customer's business.
- 1.7. The Company will procure that the Services are made available to the Customer and its Users being those persons who are authorized by the Customer to use the Service (the "**Users**"). Users include, without limitation, the leads, prospects, customers, employees, consultants and agents of the Customer, as well as those third parties with whom the Customer has trade relations. Specifically, Users are organized in two different categories: Staff and Contacts. "**Staff Users**" are those individuals using the Service for professional purposes, whereas the "**Contacts**" are individuals registered in a Site to receive a service as consumers. Contacts are organized in different sub-categories such as Members, ex-Members, Leads and Prospects. A "**Member**" means an individual registered in a Site who has an active subscription which enables him/her/they to receive a service or another benefit from the Customer; an "**Ex-Member**" means an individual registered in a Site whose subscription to receive a service or another benefit from the Customer has expired; a "**Prospect**" means an individual registered in a Site who received a service offering by the Customer without being a Member or an ex-Member, and a "**Lead**" means an individual registered in a Site who simply got in touch with the Customer.
- 1.8. The Service configuration (which is the activation of the Bundle which the Customer wants to activate) is made per site, which means a specified facility or fitness center owned or managed by the Customer as shall be identified in the Purchase Order ("**Site**" or "**Customer Site**"). A Site, either physical or virtual, is intended to host no more than 30,000 Members. A Site with more than 30,000 Members will be subject to dedicated contract terms and conditions.
- 1.9. The Service includes automatic updates to promote better security and compliance, and to streamline the update experience overall.
- 1.10. Any Technogym® Internet connected fitness equipment installed in a Site includes the Connected Equipment Pack (the "**CEP**") Application which use is subject to the terms and conditions of this MSA. Technogym reserves the right to remove the Connected Equipment Pack features at any time with a prior 90 days' notice giving the Customer the opportunity to upgrade the subscription to the Service.
- 1.11. In specific circumstances, Technogym may offer you access to Applications or pre-release services or functionalities identified as "**beta**". Access to beta Applications or functionalities is granted for free. Nonetheless, when granting you access to such beta Applications or functionalities, Technogym may ask you to take appropriate actions for maximizing their usage and to report any data, information, comments, etc. to the Company and/or to Technogym. Moreover, as reasonably requested by Technogym, the Customer accessing to beta Applications or functionalities may be asked to provide reasonable feedback concerning such features and functionalities. All such feedback will be the sole and exclusive property of Technogym. When using the beta Applications or functionalities, Customer understands that these Applications or functionalities are still in development, may contain bugs or errors, may be feature incomplete, may materially change prior to a full commercial launch, or may never be released commercially. Technogym provides beta Application AS IS, and without warranty of any kind, and Customer's use of, or reliance on beta services is at its own risk.
- 1.12. The Company, subject to notifying the Customer in advance, reserves the right at any time to procure the change of the technical method used to supply the Services, provided that it is equivalent to or improves the characteristics and level of service which is described in the Service Description.
- 1.13. The Customer acknowledges and accepts that the reports rendered by the Service constitute proof in full of the actions carried out by the parties with reference to the supply of the Service. The reports included in the Service will determine the number of Members, Active Users and/or possible Subscription Fee's adjustments and/or Service Warranty reimbursements.
- 1.14. The Company may procure the suspension of the Service and may suspend the Additional Services, in whole or in part:
 - a. without notice, in the event of breakdowns to the network and any apparatus caused by Force Majeure or in case of any events over which the Company has no control;
 - b. in the case of scheduled maintenance or modifications, to be notified to the Customer on 48-hours prior notice of the scheduled operation;
 - c. with notice if reasonably possible and depending on the circumstances, or without notice if it is not reasonably possible to proceed otherwise, in the event of extraordinary maintenance that is rendered necessary and urgent in order to maintain the agreed levels of service.

2. CUSTOMER USE OF THE SERVICE.

- 2.1 Customer is granted the use of the Service only according to the Service Description.
- 2.2 **Customer Accounts.** Except to the extent caused by Technogym's and/or Company's breach of this MSA, (a) Customer is responsible for all activities that occur under the Customer account, regardless of whether the activities are authorized by the Customer or undertaken by it, its employees or a third party (including the Customer's contractors, agents or Users), and (b) Technogym, the Company and/or their affiliates are not responsible for unauthorized access to Customer account/s.
- 2.3 **Usernames and Passwords.** Customer will ensure that it has appropriate security policies, including data archiving, in place and Customer is responsible for the distribution, ongoing management, maintenance, security and proper use of all valid usernames, user IDs and passwords used in connection with the Services. The Customer must keep in an appropriate manner and maintain confidential all identifying codes, keywords and any other confidential information relating to the provision of the Service and must immediately inform the Company regarding any use, even if only suspected, that may violate the security rules of the Service and/or may cause damage, including the loss of data, theft or the unauthorized disclosure of confidential information.
- 2.4 The Customer (i) shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify the Company promptly of any such unauthorized access or use, (ii) shall use the Service only in accordance with the Service Description and shall comply with all applicable laws and regulations, with respect to its activities under the Agreement (iii) shall be responsible for Users' compliance with the Agreement and Service Description and (iv) shall not (a) make the Service available to any third party other than Users, (b) sell, resell, rent or lease the Service, (c) use the Service to store or transmit infringing, libelous, or otherwise defamatory or tortuous material, including material that is harmful to children or violates third party privacy or other rights, (d) record, consult, transmit or render available any content, material or anything else that constitutes or encourages the committing of any crimes, the violation of any patents, trademarks, design rights, copyright or any other right to industrial or intellectual property or any similar right that might be recognized by the laws of any applicable jurisdiction; (e) use the



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Service to store or transmit malicious code (malicious code being any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs), (f) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (g) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or (h) attempt to gain unauthorized access to the Service or their related systems or networks.

3. CUSTOMER CONTENT.

- 3.1 When uploading or creating content into the Service (the "**Customer Content**"), Customer represents and warrants that (i) it owns all rights in and to the Content, or, if the Content is subject to third party proprietary rights, including, for example, materials protected by copyright, trademark, patent or trade secret law or other proprietary rights laws, it has all necessary licenses, rights, consents, and permissions to use and display the Customer Content, including permission from all person(s) appearing in the Customer Content; (ii) it is legally entitled to post the Customer Content, and (iv) the Customer Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive and the Company's use of Customer Content as described herein will not violate any other law. Customer hereby releases, discharges and agrees to hold the Company, Technogym, and any person acting on their behalf, harmless from any liability related in any way to the use of the Customer Content.
- 3.2 Customer will ensure that Customer Content and Customer's and/or Users' use of Customer Content or the Service will not violate any applicable policies or any law. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content.
- 3.3 Any Customer Content howsoever added or used in connection with the Service that is considered inappropriate may be removed by the Company without notice. The Company may, on the basis of a legitimate order to do so, make the Customer Content available to any competent authorities.

4. DATA PROCESSING.

- 4.1 "**Customer Data**" means all Customer Content, electronic data or information available via the Service as inputted by the Customer and/or by the Users or collected via the Service in any manner whatsoever. "**Personal Data**" means those of the Customer Data that fall within the definition of "personal data" under the European Union Regulation 2016/679 ("**GDPR**") and processed by Technogym and/or the Company for the provision to the Customer of the Services and/or the Additional Services respectively. The terms 'controller', 'data subjects', 'personal data', 'processor' and 'process' shall have the meaning given to them by the GDPR.
- 4.2 Customer shall be the data controller with respect to the processing of Personal Data when using the Service under the Agreement. The Service will allow collection of Personal Data only when a facility director - being the person identified by the Customer as the administrator of the Service - is registered in the pro.mywellness.com (the "**Facility Director**").
- 4.3 Technogym will process Personal Data on the Customer's behalf as data processor, in accordance with the **Data Processing Agreement**. The Data Processing Agreement is available at the link mentioned in the Purchase Order and forms an integral and substantial part of this Agreement.
- 4.4 The Company may process Personal Data on the Customer's behalf as data processor, limited to the performance of Additional Services, and in accordance with the following:
 - 4.4.1 Personal Data will not be transferred by the Company outside the country where the Site is located, without prejudice to what indicated in the data processing agreement executed between Service Supplier and Customer;
 - 4.4.2 The Company will only process Personal Data on documented instructions from the Customer and will not process any such Personal Data for any purpose except to carry out Additional Services.
 - 4.4.3 The Company will implement appropriate technical and organizational security measures (including confidentiality obligations applicable to its personnel) to ensure a level of security appropriate to the risks that are presented by the processing of Personal Data. In case of a personal data breach which may affect Personal Data, the Company will notify the Customer without undue delay after becoming aware of it.
 - 4.4.4 The Company will use commercially reasonable efforts to: (1) assist the Customer in ensuring compliance with its obligation to respond to requests for exercising data subject's rights under applicable data protection laws; and (2) make available all information necessary to demonstrate compliance with applicable data protection laws.
 - 4.4.5 The Company will, at Customer's request, delete or return all Personal Data after termination of the Agreement unless otherwise provided by law.
 - 4.4.6 The Company will not sub-contract the obligations arising from the provision of Additional Services to other third parties as sub-processors, unless authorized in writing by the Customer.
- 4.5 The Customer shall (i) be solely responsible for the accuracy, quality, integrity and legality of Personal Data and of the means by which it acquired Personal Data and shall ensure that all instructions given by it to the Company in respect of the Personal Data will be in compliance with applicable data protection legislation and (ii) use the Service only in accordance with the applicable data protection laws.
- 4.6 Service Improvements. Technogym may monitor and aggregate data and information related to the performance, operation and use of the Services to create statistical analyses, to perform benchmarking, to perform research and development and to perform other similar activities ("Service Improvements"). Technogym will not incorporate Customer Data in Service Improvements in a form that could identify the Customer or Users and Technogym will use industry standard techniques to anonymize Customer Data prior to performing Service Improvements. Technogym retains all intellectual property rights in Service Improvements and may make them publicly available.

5. AUDITS AND CERTIFICATIONS.

- 5.1 Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, the Company shall make available to Customer that is not a competitor of Technogym (or Customer's independent, third-party auditor that is not a competitor of Technogym) the Technogym's ISO 27001 certification.
- 5.2 Customer may contact the Company in accordance with the Section 18.2 ("**Notices**") to request an on-line audit of the architecture, systems and procedures subject to confidentiality obligations under an applicable Non-Disclosure Agreement.
- 5.3 Customer shall reimburse Technogym and/or the Company for any time expended by them or their third-party sub-processors for any such audit at Technogym's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such audit, Customer and Technogym shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Technogym, or its third-party sub-processors. Customer shall promptly notify Technogym and/or the Company with information regarding any non-compliance discovered during the course of an audit which shall be considered Technogym Confidential Information.

6. SERVICE FEES AND PAYMENT.

- 6.1 **Service Fees.** In consideration of the provision of the Services (with the exception of the Connected Equipment Pack, as referenced hereinafter or beta Applications referenced under section 1.9) and of the Additional Services hereunder, the Customer shall pay to the Company the Service Fees as determined in the Purchase Order (the "**Service Fees**").
- 6.2 Service Fees are typically based on the Bundle and Size selected in the Purchase Order for a Site, and not on actual usage. The "**Bundle**" is intended as a pre-defined package of Applications and the Customer may subscribe to Applications in addition which are not included in the Bundle (the "**Add-on/s**"). The Add-on/s which are purchased during the Subscription Term will be co-terminus with the Bundle's Subscription Term. The "**Size of a Bundle**" or "**Size**" is determined by the number of Contacts registered in a Site.
- 6.3 The Service Fees for certain other Applications may be based (i) on the number of connected equipment or (ii) on Active Users, an "**Active User**" being a User who accessed the Customer Content at least once in a month.
- 6.4 In the event Service Fees are based on the Size, at the end of the billing period, if the number of Contacts exceeds the maximum permitted by the Size, the Company reserves the right to invoice the Customer for the difference on the Service Fees for the Size corresponding to the actual number of Contacts calculated from the date of when the number of Contacts exceed the Size until the end of the upcoming billing period. From that date onwards the higher Size applies until the end of the Subscription Term.



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- 6.5 For Applications based on Active Users, the Company will send to the Customer a report with the number of Active Users at the end of each month along with the related invoice which shall be paid as detailed in the Purchase Order.
- 6.6 Payment obligations may not be cancelled and paid Service Fees are not refundable.
- 6.7 Service Fees remain unchanged for the Subscription Term (as hereinafter defined under Section 7.2). At the expiry date of the Subscription Term, Service Fees will be applied based on the price list applicable to the referenced Application/s at the renewal date.
- 6.8 Service Fees will be invoiced according to the payment method and scheduling set forth under the relevant Purchase Order.
- 6.9 Unless otherwise stated, Service Fees do not include any taxes, duties or any other governmental imposition of any other nature, including but not limited to any value added taxes, sales and use, withholding, determined or determinable by the local, state, provincial, federal or foreign jurisdiction (collectively the "Taxes"). The Customer is responsible for paying the Taxes associated with purchases made under the Agreement. If the Company has a legal obligation to pay or collect Taxes for which the Customer is liable pursuant to this paragraph, the relative amounts will be billed and paid by the Customer, unless the Customer provides the Company a valid certificate of exemption issued by the competent tax authority.
- 6.10 Service Fees not paid when due are subject to the lesser of (a) seven percent (7%) per annum finance charge or (b) the maximum late payment penalty amount determined by law.
- 6.11 If the Customer has not paid any amount at the due date, the Company shall have the right to suspend the Services and/or Additional Services, without prejudice to the Company's right to charge default interest as described in Clause 6.5 and without prejudice to any other rights or remedies laid down by the law or the Agreement. In the event of reactivation of the Services and/or the Additional Services (i.e. at the Company's discretion and subject to payment in full of all outstanding amounts), the Company may charge the Customer a fee equal to 10% of the outstanding amount that was due, which the parties hereby agree represents liquidated damages that are a reasonable estimate of the Company's losses and costs in the event of the suspension and reactivation of the Services and/or the Additional Services.

7. DURATION. EFFECTS OF THE EXPIRY OF THE SUBSCRIPTION TERM.

- 7.1 The Agreement comes into force with effect from the date the Customer receives from the Company the written order confirmation of the Purchase Order and – with the only exception under Section 7.3 - continues until any relevant Subscription Term has expired or been terminated.
- 7.2 "Subscription Term" means a minimum term of 12 months or any multiple of 12 months which is stated in the Purchase Order and which starts at the date identified in the Purchase Order for the activation of the Services and that renews automatically for additional subsequent periods of 12 months, unless either party gives the other notice in writing of non-renewal at least ninety (90) days before the end of Subscription Term or any anniversary thereof.
- 7.3 Upon expiry of the Subscription Term, the Service will be reduced to the Connected Equipment Pack Application. As a consequence, sections 1.13, 1.14, 2, 4, 5, 8, 10, 11, 13, 14, 15, **Error! Reference source not found.**, 16.4, 18 will continue to apply until the Customer sends a notice of withdrawal to technicalsupport@technogym.com with a prior notice of 60 days. Upon withdrawal as per this section 7.3, section 9 will apply.

8. TERMINATION FOR CAUSE.

- 8.1 Termination for Cause. Either Party may terminate the Agreement for cause (i) if the other party commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing of the breach; or (ii) if the other party suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or (being an individual) is declared bankrupt or (being a company) is subject to administration, liquidation, receivership or a proposal for voluntary arrangement or any other form of composition or arrangement with its creditors whether in whole or in part, in so far as it is permitted by applicable law.
- 8.2 If the Customer has not paid any amount at the due date and has not recovered the default within a term of thirty (30) days as of the payment due date, the Company shall have the right to terminate the Agreement without prejudice to the Company's right to bill in its entirety the whole amount which would have been invoiced until the end of the Subscription Term and charge default interests as described above and without prejudice to any other rights or measure laid down by the law or the Agreement.
- 8.3 In addition to any other provision in this MSA or in a Purchase Order hereto providing for the right of termination of the Agreement by the Company, in the event of the breach of any one of the obligations assumed by the Customer or its Users under the following clauses in the Agreement: 2, 3, 4, **Error! Reference source not found.**, 6, 11, **Error! Reference source not found.**, 18 the Company shall have the right to terminate the Agreement immediately subject to sending a written communication by recorded delivery letter or by commercial courier to the Customer at its registered office (if a company) or (in any other case) its principal place of business and both, and each of, the Company and Technogym shall be entitled to be kept harmless and indemnified by the Customer from and against any prejudicial consequence.
- 8.4 In the event of termination, the Customer's right to receive the Service shall cease immediately.
- 8.5 The termination of the Agreement shall not affect or prejudice the obligations, rights or liabilities, of the parties that have accrued up to the date of termination, including the Company's right to receipt of the Service Fees paid and payable by the Customer which existed at or before the date of termination and, in any case, the Company's right to compensation for damages.
- 8.6 Refund or Payment upon Termination. As an exclusive remedy for the Customer, upon termination for cause by Customer, the Company shall refund Customer pro-rata for any prepaid Service Fees relating to Services and/or Additional Services not already provided at the termination date. Upon any termination for cause by the Company, Customer shall pay any Service Fees covering the remainder of the Subscription Term. In no event shall any termination relieve the Customer of the obligation to pay any Service Fees payable to the Company for the period prior to the effective date of termination.
- 8.7 Return of Customer Data. The Service includes a specific tool created to export Customer Data. The export created with this tool may be subject to limitations. Up and until the Service is terminated, the Customer may export the Customer Data using the afore-mentioned tool. Upon expiry of the Service, neither the Company nor Technogym shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete or make anonymous all Customer Data in their systems or otherwise in their possession or under their control, unless alternative legal basis for processing exists.

9. EFFECTS OF TERMINATION.

- 9.1 Notwithstanding the termination of the Agreement, it is acknowledged and agreed that those rights and obligations of the MSA which by their nature are intended to survive such expiration or earlier termination shall survive including, without limiting the foregoing, Sections 4, 11, 15, **Error! Reference source not found.**, 16.4, 18 for as long as required by the appropriate Section or Clause.

10. MODIFICATIONS.

- 10.1 The Company may at any time change this MSA subject to sending a prior notice by e-mail to the account of the Facility Director. Provided that the Customer has not withdrawn from the MSA in a term of 30 days as of receipt of the notice of modifications, the new terms and conditions shall be effective as from the thirtieth day after the notice communicated to the Customer.
- 10.2 In the event the Customer withdraws from the MSA because of the change in the MSA, the conditions of this MSA as they were before the change proposed by the Company will continue to apply until the end of the Subscription Term (excluding any automatic renewal) at which point this MSA will automatically terminate.

11. CONFIDENTIALITY.

- 11.1 Parties and Exceptions. For purposes of this MSA, the party disclosing Confidential Information is referred to as the "Discloser" and the party receiving Confidential Information is referred to as the "Recipient". "Confidential Information" means proprietary information of Discloser, or third-party proprietary information disclosed to Discloser, that is provided to Recipient. Recipient's obligations to protect Discloser's Confidential Information does not apply to information that: (i) is or becomes, through no act or omission of Recipient, publicly available; (ii) is known by Recipient at the time of receipt, as shown by Recipient's contemporaneous written records; (iii) is subsequently and rightfully provided to Recipient by a third party, without restriction on disclosure; or (iv) is independently developed by Recipient without use of or access to Discloser's Confidential Information.
- 11.2 Confidentiality. Recipient will safeguard the confidentiality of Discloser's Confidential Information, including at a minimum, the precautions taken by Recipient to protect its own Confidential Information but in any event no less than reasonable precautions. Recipient will: (a) not disclose or use Discloser's Confidential Information



The Wellness Company

for any purpose other than as contemplated by, and consistent with, the terms of this Agreement, (b) limit access to Discloser's Confidential Information only to its employees and agents who have a need to know such information and who are bound by written confidentiality obligations at least as protective as the requirements of this MSA, and (c) not sell, transfer, disclose or otherwise make available Discloser's Confidential Information to any third party without the other party's prior written consent. If Recipient is required to disclose Discloser's Confidential Information under the terms of a subpoena, court order, governmental rule or regulation or other judicial requirement, unless legally prohibited from doing so, Recipient will promptly notify Discloser of the existence, terms and circumstances surrounding such a request or requirement so that Discloser may seek an appropriate protective order. If Discloser seeks a protective order, Recipient will reasonably cooperate in such effort at Discloser's expense. Subject to Recipient's compliance with the foregoing notice and cooperation obligations, Recipient will be allowed to make the required disclosure.

11.3 **Return of Confidential Information.** The Recipient will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the Discloser within thirty (30) days after the Discloser's written request. Recipient agrees to undertake whatever action is reasonably necessary to remedy any breach of Recipient's confidentiality obligations or any other unauthorized disclosure or use of the Confidential Information by Recipient, its employees, its agents, or contractors. The Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Discloser Party will be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting any bond.

12. THIRD PARTY APPLICATIONS AND THIRD PARTY PROVIDERS.

12.1 If the Customer installs or enables Third-Party Applications for use integrated with the Applications being part of the Service, the Customer acknowledges and agrees that those providers of Third-Party Applications may be able to access and/or modify the Customer Data when providing services to Customer. For the purposes of this Section 12, "Third-Party Applications" shall mean any online, web-based applications and offline software products that are provided by third parties that interoperate with the Service via API.

12.2 The Customer agrees that the Service Supplier may allow providers of those Third-Party Applications to access Customer Data, including Personal Data under the Customer's control, as required for the interoperation of such Third-Party Applications with the Services. This may include pulling and/or writing data within the Service and Customer acknowledges and agrees that the Company and/or Technogym shall not be responsible for any or all disclosure, modification, corruption, loss or deletion of Customer Data resulting from any such access by Third-Party Applications and the Company and Service Supplier make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of or correspondence of any transactions completed with any such third party.

13. SERVICE WARRANTY

13.1 **Service Warranty.** With the exception of the Connected Equipment Pack – which is not assisted by any warranty - the Company warrants that the Service will be made available with all the active Applications in a certain Site at 99.00% for twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five (365) days per year (the "Cumulative Service Level" or "Overall Service Level"). This consists of eighty-seven (87) hours and thirty-six (36) minutes of unplanned interruption of electricity in 1 year of the Subscription Term in a certain Site.

13.2 If the Overall Service Level falls below 99.00% in a Site during the Subscription Term or in its renewal, the Company will recognize to the Customer a credit in order to use the Service to be used during the Subscription Term following that in which the interrupting event has occurred, according to the following schedule:

<u>13.2.1</u>	98% - 98.9% Service Availability - one (1) month of free use of the Service *
<u>13.2.2</u>	95% - 97.9% Service Availability - two (2) months of free use of the Service *;
<u>13.2.3</u>	90% - 94.9% Service Availability - six (6) months of free use of the Service *
<u>13.2.4</u>	Less than 90% Service Availability - twelve (12) months of free use of the Service *.

13.3 The value of the Service to be credited will be determined based on the following formula:

$$\text{no. 1 free month of the Service} = \frac{\text{all Service Fees paid by the Customer in a 12 months period for the Site concerned}}{12}$$

13.4 In order to receive credit for the free Services and Additional Services on the basis of Section 13.2 indicated above, the Customer must give notice in writing to the Company not later than five (5) working days after the Services has fallen below the guaranteed level that he intends to use the credit for free Service connected with the reported lack for the next Subscription Term. If the Company does not receive the communication from the Customer as provided in this paragraph,

- the Company is no longer under any obligation to procure the provision of free Services and Additional Services to the Customer; and
- it will be considered that the Customer has waived and released the Company and/or Technogym from any claims relating to the use or non-use of the Service during the Subscription Term.

13.5 The Customer will not be entitled to receive any credit with reference to Section 13.2 in relation to those shortcomings or deficiencies caused by or associated with one of the following circumstances:

- Circumstances beyond the reasonable control of the Company, including but not limited to, war, insurrection, sabotage, terrorism, armed conflict, embargo, fire, flood, earthquake, Internet viruses, or failure of internet service;
- Relevant faults to the telecommunications system or to Internet network outside the Company's control;
- Acts or omissions of Customer, its employees, its agents, including, without limitation, custom scripting or coding, any negligence, willful act, or use of the Services and/or Additional Services beyond the scope of the Agreement; and
- any other situation described under Section 1.14.

13.6 If the Customer becomes aware of any default relating to the supply of the Service it shall notify the Company by email at technicalsupport@technogym.com immediately and in any event within 2 (two) days thereof, providing full particulars of such default. The Company and/or Technogym shall not be liable to the Customer in relation to any default relating to the supply of the Service which is not notified to the Company by the Customer in accordance with this Section 10.6.

14. DISCLAIMER OF FURTHER WARRANTIES

14.1 With the exception of what expressly provided in this MSA and/or in any relevant Purchase Order, the Service is provided "as is" and with all its faults. No warranty or assurance, express, implied or statutory, is given by the Company and/or Technogym with respect to the Service and/or the Additional Services, or any other matter, including, without limitation (and the company expressly disclaims) any warranties of title, merchantability, suitability or fitness for a particular purpose, non-infringement, lack of viruses, negligence or lack of report by the Company and/or Technogym.

14.2 The Company and/or Technogym will not be responsible for suspension, interruption or other failure of the Service and/or the Additional Services caused by another company and/or technical problems caused by the Customers' suppliers.

14.3 With the exception of what expressly provided in this clause 14, the Company and/or Technogym will not be liable to the Customer for any damages caused by the unavailability or non-performance of Services and/or Additional Services/for the loss of opportunities including business/customers/start-up/revenues/incomes/anticipated savings, or indirect or unpredictable losses, or punitive, special or consequential losses.

14.4 The Company and/or Technogym will not be responsible for damages caused to the Customer or to any third party due to the failure in the activation, suspension, interruption, or poor functioning of the Service caused by the Customer's or third parties' actions or due to change or force majeure. For example, the Company and/or Technogym will not be liable for damages caused by the alteration of Services operations carried out by the Customer, or third parties, not authorized by the Company, for the poor functioning, for the total or partial interruption of connections provided by other telecommunications operators, by the Customer's breach of the applicable laws or regulations (including laws and regulations on safety, fire or accidents prevention), by activities and/or government decisions and/or administrative public sector (e.g. delay in the issue of permits and/or authorizations), legislative decree or regulations that prevent the availability of the Service or the suspension or retraction of license, from expiration or bankruptcy of dealers or other operators (including those in the public sector) necessary for the availability of Service. The Customer shall be solely liable for the data processing related to the equipment, hardware that he, she, they use in order to receive the Service and/or Additional



Services, that must be consistent with and have all the technical specifications and functionalities required by the Service Description. The Company and/or Technogym shall not be liable for any damages related to the Customer's hardware or equipment.

15. LIMITATIONS OF LIABILITY

- 15.1 The following provisions set out the entire financial liability of the Company and/or Technogym (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 15.1.1 any breach of the Agreement howsoever arising;
 - 15.1.2 any use made by the Customer of the Service and/or Additional Services, the Applications and/or the Third-Party Applications or any part of them; and
 - 15.1.3 any representations, misrepresentations (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Agreement.
- 15.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 15.3 Nothing in these conditions excludes the liability of the Company:
- 15.3.1 for death or personal injury caused by the company's negligence; or
 - 15.3.2 for fraud or fraudulent misrepresentation.
- 15.4 Subject to Sections 15.2 and 15.3:
- 15.4.1 the Company and/or Technogym shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:
 - 15.4.1.1 loss of profits;
 - 15.4.1.2 loss of business;
 - 15.4.1.3 depletion of goodwill or similar losses;
 - 15.4.1.4 loss of anticipated savings;
 - 15.4.1.5 loss of use;
 - 15.4.1.6 loss or corruption of data or information; or
 - 15.4.1.7 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - 15.4.2 The Company's and/or Technogym's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total amount of the Service Fees payable and paid by the Customer to the Company for the Subscription Term in which the claim arises.
 - 15.4.3 Company's pricing reflects this allocation of risks and the limitation of liability specified herein.

16. TECHNOGYM CONTENT, TECHNOLOGY AND TRADEMARKS.

- 16.1 Any right, title, and interest in and to:
- The Service (with the inclusion of any Applications, database, interfaces, images, photographs, drawings, layouts, animations, video, audio, music, text, and applets);
 - All derivatives, modifications and enhancements thereof (including ownership of all trade secrets, know-how, trademarks, trade names, domain names, anonymized derived data, and copyrights and other intellectual property rights pertaining thereto), with the exception of rights and privileges expressly granted to the Customer by the Company on the basis of this MSA,
 - The content uploaded and made available by Technogym within the Service (which may include pre-recorded routines, outdoor videos, fitness programs, pre-recorded classes, and any other fitness content) are owned by and shall remain the exclusive property of Technogym or are licensed to Technogym by their legitimate owners, which has licensed or sub-licensed the rights to the Company solely for the purpose of performing the MSA.
- 16.2 The MSA does not give to the Customer title or ownership of the Service and/or the Applications, the database (excluding Customer Data), or any part thereof, but the Company sub-licensed such rights of limited use as specified in Clause 1 and in the Service Description to the Customer for the purposes envisaged by the MSA. This sub-license automatically terminates on termination of the MSA.
- 16.3 License Restrictions. Neither Customer nor any User will use the Service in any manner or for any purpose other than as expressly permitted by this MSA. Neither Customer nor any User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service (except to the extent Content included in the Service is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Service (except to the extent applicable law doesn't allow this restriction), (c) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service. Customer will not misrepresent or embellish the relationship between Technogym and Customer (including by expressing or implying that we support, sponsor, endorse, or contribute to Customer's business endeavors). Customer will not imply any relationship or affiliation between Technogym and Customer except as expressly permitted by this MSA.
- 16.4 Indemnification. Technogym will defend, at its own expense, any claim, suit or proceeding brought against the Customer to the extent it is based upon a claim that unmodified Technogym-proprietary code used to provide the Service and/or licensed to the Customer pursuant to the MSA infringes upon any third party's intellectual property rights. The Customer agrees that it shall promptly notify the Company and Technogym in writing of any such claim or action and give Technogym information and reasonable assistance in connection therewith. Technogym shall have the sole right to control the defense of any such claim or action and the sole right to settle or compromise any such claim or action. Technogym will pay all damages, costs and expenses finally awarded to third parties against the Customer in such action. If the Service is, or in Technogym's opinion may be, held to infringe, Technogym may, at its option, replace or modify such portion of the Service or the Service in full so as to avoid infringement, or procure the right for the Customer to continue the use of the Service. If neither of such alternatives is, in the Technogym's opinion, commercially reasonable, the infringing Service shall be discontinued and the Technogym's sole liability, in addition to its obligation to reimburse finally awarded damages, costs and expenses set forth above, shall be a credit to the Customer of Service fees paid to the Company under the MSA, as related to the unused portion of the Service which had been paid in advance. Technogym will have no liability for any claim of infringement arising as a result of a) Customer's use of the Service in combination with any items not supplied by Technogym where such combination is the basis of the infringement claim; b) any modification of the Service by the Customer, the Company or third parties; c) use of the Service outside the scope of the license granted hereunder. **THE FOREGOING STATES THE ENTIRE LIABILITY OF TECHNOGYM TO THE CUSTOMER CONCERNING INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, INCLUDING, BUT NOT LIMITED TO, PATENT, COPYRIGHT AND TRADE SECRET RIGHTS.**

17. APPLICABLE LAW. EXCLUSIVE JURISDICTION.

- 17.1 In case of conflict between the provisions contained in the MSA and those within any relevant Purchase Order as accepted by the Company, the latter shall prevail. This MSA and any relevant Purchase Order and their attachments are governed by the laws of New York without reference to the provisions relating to conflicts of law and further excluding the application of the UN Convention on Movable Goods. Parties irrevocably agree that all claims and disputes will be heard exclusively in the Federal and State courts of New York, and they consent and submit themselves to the exclusive jurisdiction of these courts. Notwithstanding the foregoing, the parties agree that (a) the Company shall be entitled to sue for all amounts due as set in this MSA and in any applicable Purchase Order in any jurisdiction in which the Customer operates or owns properties and (b) the Company and/or Technogym may pursue legal action in any jurisdiction in connection with the performance or the protection of its intellectual property rights and/or intellectual property rights in the Service or otherwise owned by or licensed to the Company.

18. GENERAL



The Wellness Company

18.1 ASSIGNMENT. The MSA may not be assigned by the Customer without the prior written consent of the Company, which may be withheld at the Company's sole discretion. The Company may require any proposed assignee of the MSA to enter into a new written agreement with the Company. The Company may assign, transfer, charge or sub-contract the MSA to any person or entity, and thereafter be relieved of all liability hereunder.

18.2 NOTICES. All notices, requests, demands, and other communications shall be validly given if delivered in person, sent by electronic mail, or forwarded by registered or certified mail addressed to:

FOR THE COMPANY:

TECHNOGYM USA CORP.

700 US Highway 46 East, Fairfield NJ 07004

FOR THE CUSTOMER:

at the address provided in the identification block of the Purchase Order,

unless such party has notified the other party of a substitute contact information in writing pursuant to this article.

Notices delivered in person or by electronic mail during normal business hours shall be deemed to be received on the same date. Notices forwarded by registered or certified mail shall be deemed to be delivered three (3) days after such notice was mailed.

18.3 RELATIONSHIP. The parties shall do business at their own risk and for their own profit. Nothing in the MSA shall constitute a partnership or agency relationship between Customer and the Company or authorize either party to make any representation on behalf of or in any way to bind the other party to any obligation of any kind, express or implied, to any third party, or to incur any liability on behalf of the other party.

18.4 COMPLIANCE WITH APPLICABLE LAWS. Company and Technogym provide the Services in accordance with laws and government regulations applicable to the Company and Technogym provision of the Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this MSA, the Service Description and the applicable Purchase Order. Each party will comply with all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law (collectively "**Laws**") as applicable to a party and, in the case of Customer, applicable to its use of the Service. In no event will the Company and/or Technogym be responsible for providing, implementing, configuring, or coding the Service in a manner that complies with any Laws that apply to the Customer business or industry ("**Customer Specific Laws**"). Customer will comply with Customer Specific Laws, and in no event will the Company, Technogym, Technogym's business partners, licensors or suppliers be liable for any claim or action arising from or related to Customer's failure to comply with any Customer Specific Laws it being understood that Customer is solely liable for any such failure(s) and resulting claims or actions.

18.5 SEVERABILITY. If any of the provisions of the MSA shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the other portions of the MSA shall remain in full force and effect.

18.6 FORCE MAJEURE. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure, that is circumstances beyond the reasonable control of the party, including, without limitation, acts of God, fire, flood, war, terrorist attack, failure of a utility service, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, civil unrest, labor unrest, or shortage of or inability to obtain material as equipment.

18.7 The failure of either party to enforce at any time or for any period of time, the provisions hereof in accordance with their terms will not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision.

18.8 LANGUAGE. This MSA is drafted in English. If the MSA is translated into any other language, the English language version shall prevail.

Version: 2023.01.11



The Wellness Company

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

JOIN OUR WELLNESS COMMUNITY



**#TECHNOGYM
#LETSMOVEFORABETTERWORLD**

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

B.

RIVERS EDGE III CDD

**Acquisition of Rivertown Ravines
and Rivertown Bluffs**

**Improvements and Work Product
April 2024**

ACQUISTION LETTER

April ____, 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 Rivertown Bluffs and Rivertown Ravines 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 \$_____, inclusive of \$_____ 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

<i>Work Product – Rivertown Bluffs Phase 2</i>			
<i>Improvements -Rivertown Ravines Phase 1</i>			
<i>Work Product – Rivertown Ravines Phase 1</i>			
TOTALS:			

**AFFIDAVIT REGARDING COSTS PAID
ACQUISITION OF IMPROVEMENTS AND WORK PRODUCT
RIVERTOWN BLUFFS AND RIVERTOWN RAVINES**

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 April, 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 April, 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
RIVERTOWN BLUFFS AND RIVERTOWN RAVINES ROW (SPINE ROAD 9)**

April __, 2024

Board of Supervisors
Rivers Edge III Community Development District

Re: Rivers Edge III Community Development District (St. Johns County, Florida)
Acquisition of Rivertown Bluffs and Rivertown Ravines 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 – Rivertown Bluffs and Rivertown Ravines]* (“**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 April, 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**

RIVERTOWN BLUFFS AND RIVERTOWN RAVINES

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ___ day of April, 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 Rivertown Bluffs and Rivertown Ravines. 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

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

By: Cliff Nelson
Its: Vice President

[print name]

[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 April, 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 April, 2024, by _____ (“**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 _____, 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 _____ (“**Improvements**”); and

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

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

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

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

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

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

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

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

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

[CONTRACTOR]

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of April, 2024, by _____ of _____, who is personally known to me or who has produced _____ as identification, and did or did not take the oath.

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

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

RIVERTOWN BLUFFS AND RIVERTOWN RAVINES

THIS RELEASE is made the ___ day of April, 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 April, 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 – RIVERTOWN BLUFFS AND
RIVERTOWN RAVINES ROW**

This *Developer Bill of Sale & Assignment (Improvements and Work Product – Rivertown Bluffs and Rivertown Ravines)* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ___ day of April, 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. Recreational Improvements

All parks, playgrounds, recreational spaces, and related improvements located on Tract R of the Plat known as “Rivertown Bluffs (Phase 2),” recorded at Book 121, Pages 50 , et seq., of the Official Records of St. Johns County, Florida.

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-1, SWMF-2, SWMF-3, and SWMF-4, of the Plat known as “Rivertown Ravines (Phase 1),” recorded at Book 121, Pages 67 et seq. of the Official Records of St. Johns County, Florida, and on Tracts SWMF-1, SWMF-2, and SWMF-3 of the Plat known as “Rivertown Bluffs (Phase 2),” recorded at Book 121, Pages 50 et seq., of the Official Records of St. Johns County, Florida.

3. Open Space/Conservation Area 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, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, and C-1 of the Plat known as “Rivertown Bluffs (Phase 2),” recorded at Book 121, Pages 50 , et seq., of the Official Records of St. Johns County, Florida, together with Tract(s) O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, and C-1 of the Plat known as “Rivertown Ravines (Phase 1),” recorded at Book 121, Pages 67 , et seq., of the Official Records of St. Johns County, Florida.

4. Work Product: All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements,

building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, “**Work Product**”); and

5. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights);

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

This instrument is subject to the following provisions:

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

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

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

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

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

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

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

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

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this ____ day of April, 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 April, 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 April, 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 Ravines (Phase 1)*,” recorded at Book 121, Pages 67 , et seq., of the Official Records of St. Johns County, Florida (the “**Rivertown Ravines Phase 1 Plat**”), and the Plat of “*Rivertown Bluffs (Phase 2)*,” recorded at Book 121, Page 50, et seq., of the Official Records of St. Johns County, Florida (the “**Rivertown Bluffs Phase 2 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:

Tract(s) O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, C-1, SWMF-1, SWMF-2, and SWMF-3 of the Plat known as “Rivertown Bluffs (Phase 2),” recorded at Book 121, Pages 50 , et seq., of the Official Records of St. Johns County, Florida,

Tract(s) O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, C-1, SWMF-1, SWMF-2, SWMF-3, and SWMF-4 of the Plat known as “Rivertown Ravines (Phase 1),” recorded at Book 121, Pages 67 , et seq., of the Official Records of St. Johns County, Florida.

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

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

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

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

7. **Enforcement of Agreement.** In the event that either District or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

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

By: _____
Name: _____

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

By: _____
Name: _____

By: Cliff Nelson
Its: Vice President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of April, 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 April, 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.

C.

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: Ravines & Bluffs Addendum Rivers Edge 3

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

- Yes (Please proceed to question 2)

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

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting Party: Rivers Edge 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:
The Ravines & Bluffs Addendum from Yellowstone for services.

Total Proposed
Compensation: \$ 144,960.00

Cost Share		
Calculation:	<u>\$47,590.37</u>	Rivers Edge
	<u>\$44,763.65</u>	Rivers Edge II
	<u>\$52,605.98</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: _____



Landscape Maintenance Services Proposal
prepared for

Rivers Edge II- Ravines & Bluffs Addendum

March 06, 2024



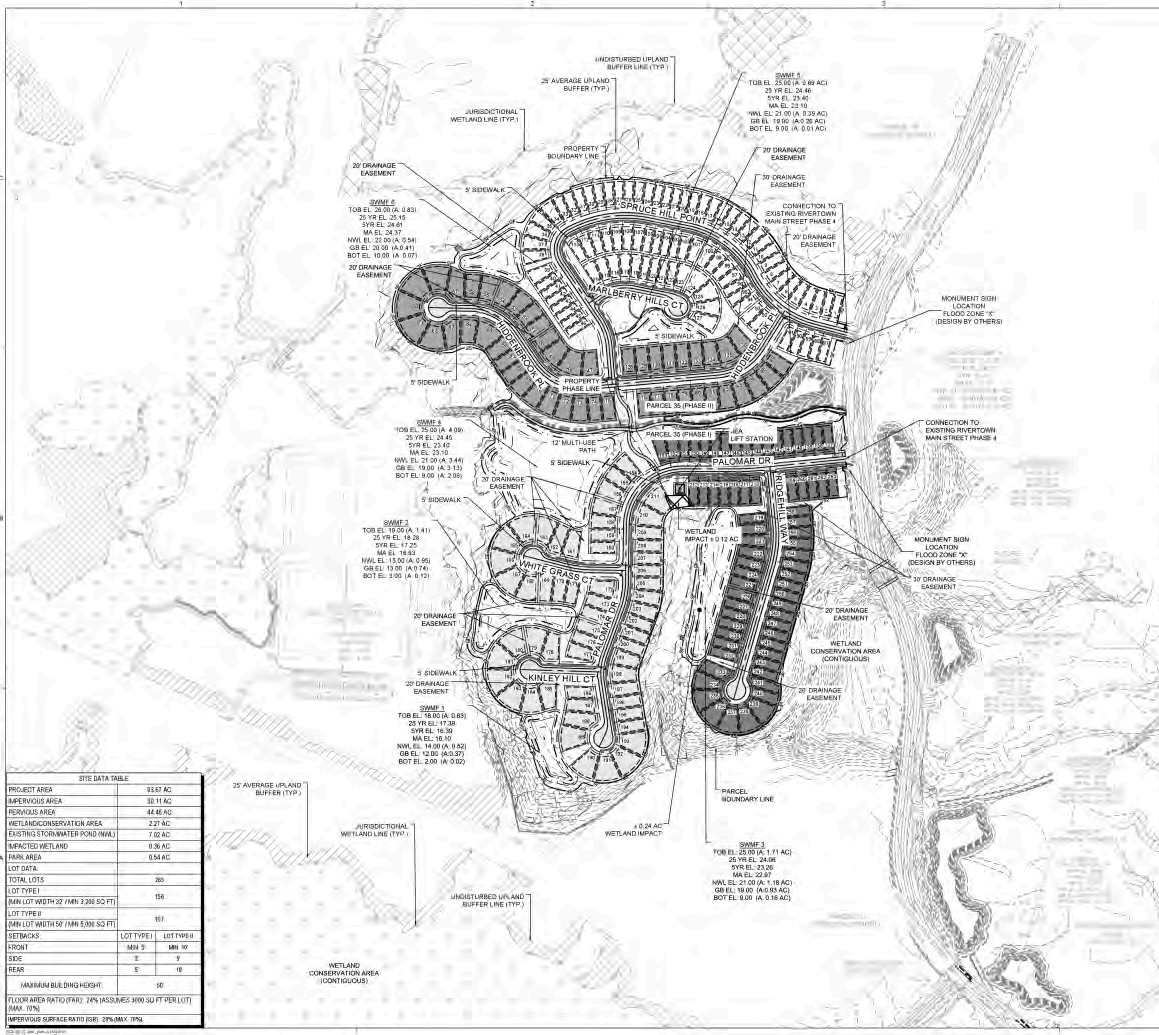
YELLOWSTONE
LANDSCAPE

EXHIBIT "A" LANDSCAPE MANAGEMENT SERVICES PRICING SHEET

RIVERS EDGE III- RAVINES & BLUFFS ADDENDUM

Core Maintenance Services	
Maintenance Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning, Weeding & Cleanup	\$117,852
IPM Includes Fertilization & Pest Control Applications	\$17,140
Irrigation Inspections (70 Irrigation Zones)	\$6,048
Palm Pruning Prune 144 Palms 1 Time Per Year	\$3,920
Total	\$144,960

Grand Total Annual:	\$144,960.00
Grand Total Monthly:	\$12,080.00



LEGEND

- WETLAND IMPACTS
- UPLAND BUFFER
- JURISDICTIONAL WETLAND
- IMPROVED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- TRACT AREA
- LOTS - 40' (LOT TYPE I)
- LOTS - 45' (LOT TYPE II)
- LOTS - 50' (LOT TYPE III)
- LOTS - 60' (LOT TYPE III)
- PARCEL / PHASE BOUNDARY
- UTILITY EASEMENT
- BUILDING SETBACK
- ROAD CENTERLINE
- RIGHT OF WAY

NOTES

- CONTRACTOR SHALL PROTECT ALL EXISTING INFRASTRUCTURE BOTH ON AND OFF THE PROPERTY.
- CONTRACTOR TO VERIFY ALL TREES TO BE PROTECTED IN UNDERGROUND PLAN PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- CONTRACTOR TO NOTE THAT EXISTING UTILITIES MAY BE PRESENT IN AREA OF WORK THAT ARE NOT SHOWN ON PLAN.
- ALL ELECTRICAL, FIRE HYDRANTS, TELEPHONE, CABLE, GRAVITY SEWER, FORCE MAIN AND WATER LINES TO REMAIN UNLESS SPECIFICALLY DESIGNATED FOR DEMOLITION ON THIS SHEET OR OTHER SHEETS IN THE PLAN SET.
- ALL UNDERGROUND AND OVERHEAD ELECTRIC, TELEPHONE AND CABLE RELOCATIONS SHALL BE COORDINATED WITH UTILITY COMPANIES.
- ALL IDENTIFICATION, REMOVAL AND DISPOSAL SHALL BE ACCOMPLISHED IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL CODES AND REQUIREMENTS. ALL DEMOLITION MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS SPECIFICALLY DESIGNATED OTHERWISE AND DISPOSED OFFSITE.
- CONTRACTOR SHALL REVIEW AND IMPLEMENT RECOMMENDATIONS OF GEOTECHNICAL REPORT FOR ALL EARTHWORK ACTIVITIES.
- RELOCATION OF ALL UTILITY POLES, LINES AND/OR TRANSFORMERS SHALL BE COORDINATED WITH THE UTILITY COMPANY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY UNANTICIPATED ADVERSE IMPACTS TO JURISDICTIONAL WETLANDS OR BUFFERS AND SHALL TAKE IMMEDIATE MEASURES TO RESTORE THESE AREAS TO THEIR ORIGINAL CONDITION.
- ALL ELEMENTS THAT ARE PLACES OF PUBLIC ACCOMMODATION AND COMMERCIAL FACILITIES INCLUDING ACCESSIBLE ROUTE AND PARKING SHALL MEET THE REQUIREMENTS OF FLORIDA AMERICANS WITH DISABILITIES ACT AND ACCESSIBILITY IMPLEMENTATION ACT. ADA STANDARDS FOR ACCESSIBLE DESIGN, FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION AND THE FAIR HOUSING ACT, WHEN APPLICABLE. LONGITUDINAL SLOPES SHALL NOT EXCEED 5% AND CROSS SLOPES SHALL NOT EXCEED 2%. IF CONTRACTOR CAN NOT ACHIEVE IN FIELD THEY SHALL NOTIFY ENGINEER PRIOR TO CONSTRUCTION.
- SCREENING AND LOCATION OF ANY PROPOSED SOLID WASTE DISPOSAL FACILITIES SHALL COMPLY WITH LDC, SECTION 9.06.04.B.8.
- SCREENING AND LOCATION OF ANY MECHANICAL EQUIPMENT ON THE GROUND OR ROOF SHALL COMPLY WITH LDC, SECTION 9.06.04.B.9.
- FIRE DEPT ACCESS ROADS SHALL BE PROVIDED AT THE START OF THE PROJECT AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION (NFPA 1, CHP 18).
- FIRE DEPT ACCESS ROAD SHALL BE UNOBTURATED 20 FEET WIDE, STABILIZED SURFACE TO SUPPORT 60,000 LB AND PROVIDE TURNAROUND FOR A 50 FOOT FIRE APPARATUS (NFPA 1, CHP 18).

PROSSER
Creative Visionaries. Engineering Minds.[®]
11001 Sander Park Drive South Suite 200
Jacksonville, Florida 32254-0225
904.735.3500
www.prosserinc.com
Florida Certificate of Authorization Number: C0006030

RIVERTOWN
BLUFF

RIVERTOWN BLUFF (PARCEL 35)



SITE DATA TABLE

PROJECT AREA	83.87 AC
IMPERVIOUS AREA	39.11 AC
PERVIOUS AREA	44.76 AC
WETLAND/CONSERVATION AREA	2.27 AC
EXISTING ETON WATER POND (NWA)	7.02 AC
IMPACTED WETLAND	0.84 AC
PARK AREA	0.84 AC
TOTAL LOTS	363
LOT TYPE I	
MIN LOT WIDTH (32' MIN, 2.38' SQ FT)	196
LOT TYPE II	
MIN LOT WIDTH (32' MIN, 1.50' SQ FT)	101
SETBACKS	
FRONT	40' 0"
REAR	5' 0"
MINIMUM BUILDING HEIGHT	6'
FLOOR AREA RATIO (FAR) - 2% (ASSUMES 300 SQ FT PER LOT) (MAX. 10%)	
IMPERVIOUS SURFACE RATIO (ISR) - 20% (MAX. 10%)	

DATE: 07/05/2021
PROJECT NO.: 18086-001
DESIGNED BY: RPS
DRAWN BY: LM
SCALE: AS NOTED

No.	Date	Revised
1	08/05/2021	SCHEMATIC SUBMITTAL
2	08/05/2021	EXHIBIT/PLAN SUBMITTAL

THIS DRAWING NOT RELEASED FOR CONSTRUCTION UNLESS SO NOTED ABOVE

SHEET TITLE:

OVERALL SITE PLAN

C-2.01

RYAN P. STUWELL, P.E.
FL. LIC. NO. 46278
DATE: 07/05/21

SHEET

EXHIBIT "B"

PERFORMANCE STANDARDS

RIVERS EDGE III- RAVINES & BLUFFS 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

D.

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: Pond Addendum Rivers Edge 3

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

- Yes (Please proceed to question 2)

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

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting Party: Rivers Edge 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:
The Ravines & Bluffs Addendum from Yellowstone for services.

Total Proposed
Compensation: \$ 2,100.00

Cost Share		
Calculation:	<u>\$689.43</u>	Rivers Edge
	<u>\$648.48</u>	Rivers Edge II
	<u>\$762.09</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: _____

ADDENDUM TO ANNUAL SERVICES CONTRACT

CUSTOMER NAME: **Rivers Edge CDD III (20143)**

SUBMITTED TO: Kevin McKendree, Field Operations Manager - kmckendree@vestapropertyservices.com

CONTRACT SUBMISSION DATE: March 7, 2024

SUBMITTED BY: David Cottrell, North Florida Business Development Consultant

SERVICES: Monthly Maintenance of Three (3) Additional Ponds (87-89) at Rivers Edge CDD III
in St. Johns, FL 32259.

This agreement (the "Agreement") is an Addendum to the current Services Contract by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") and will begin on the first of the month following acceptance by the Customer, under the same terms and conditions for the same period as the current Annual Management Services Contract signed on 12/23/2021 except as amended here.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The Contract Addendum Price is **\$2,100.00**. SOLitude shall invoice Customer **\$175.00 per month** for the Services to be provided under this Addendum. The price indicated in this Addendum shall be billed in addition to the regular monthly contract invoice amount and shall renew with the same terms and for the same time period as the existing contract.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Rivers Edge CDD III (20143)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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.



Please Remit All Payments to:
1320 Brookwood Drive Suite H
Little Rock AR 72202

Please Mail All Contracts to:
2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453

Customer's Address for Notice Purposes:

SCHEDULE A - SERVICES
ANNUAL POND MANAGEMENT SERVICES

Monitoring: Ponds 87-89

1. A SÖLitude Biologist will visit the site and inspect the pond(s) at a **minimum of two (2) times 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: Ponds 87-89

1. Pond(s) will be inspected at a **minimum of two (2) times 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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude 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 SÖLitude 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.



Shoreline Weed Control: Ponds 87-89

1. Shoreline areas will be inspected at a **minimum of two (2) times 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.
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: Ponds 87-89

1. Pond(s) will be inspected at a **minimum of two (2) times 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: Ponds 87-89

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.

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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.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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.



Rivers Edge CDD III - Pond 87-89

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.

E.

1.

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: Rivers Edge CDD I Annual Mulching

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

- Yes (Please proceed to question 2)

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

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting Party: Rivers Edge CDD

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

Please identify the scope of supplemental services or describe the additional improvements requested to be added. Attach service maps that clearly identify new or enhanced maintenance areas. Attach additional sheets if necessary:
RECDD I Annual Mulching Proposal

Total Proposed Compensation: \$ 168,018.24

Cost Share Calculation:	<u>\$55,160.39</u>	Rivers Edge
	<u>\$51,884.03</u>	Rivers Edge II
	<u>\$60,973.82</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: _____



Proposal #399606

Date: 03/08/2024

From: Michael Scuncio

Proposal For

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

main: 904-679-5523
 mobile:
 jdavidson@vestapropertyservices.com

Location

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

Property Name: Rivers Edge CDD I

Rivers Edge CDD I Mulch Install 2024

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Brown Mulch	1100.00	\$58,768.71
Pine Straw	14500.00	\$109,249.53

Client Notes

Yellowstone will install brown mulch and pine straw in CDD I.

	SUBTOTAL	\$168,018.24
Signature	SALES TAX	\$0.00
x	TOTAL	\$168,018.24

*Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.
 Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.*

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Michael Scuncio
 Office:
 mscuncio@yellowstonelandscape.com

2.

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: Rivers Edge CDD II Annual Mulching

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

- Yes (Please proceed to question 2)

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

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting Party: Rivers Edge II 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:
RECDD II Annual Mulching Proposal

Total Proposed Compensation: \$ 69,659.42

Cost Share Calculation:	<u>\$22,869.19</u>	Rivers Edge
	<u>\$21,510.83</u>	Rivers Edge II
	<u>\$25,279.40</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: _____



Proposal #399609

Date: 03/08/2024

From: Michael Scuncio

Proposal For

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

main: 904-679-5523
mobile:
j davidson@vestapropertyservices.com

Location

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

Property Name: Rivers Edge CDD II

Rivers Edge CDD II Mulch Install 2024

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Brown Mulch	500.00	\$26,713.05
Pine Straw	5700.00	\$42,946.37

Client Notes

Yellowstone will install brown mulch and pine straw in CDD II.

	SUBTOTAL	\$69,659.42
Signature	SALES TAX	\$0.00
x	TOTAL	\$69,659.42

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.
Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Michael Scuncio
Office:
mscuncio@yellowstonelandscape.com

3.

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: Rivers Edge CDD III Annual Mulching

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

- Yes (Please proceed to question 2)
- No, the entire cost will be paid by: [Choose One]
(Please leave remainder of form blank)

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

- This work was reviewed by the engineer and methodology consultant and jointly they have determined the costs are “Shared Costs”, as defined in the *Interlocal Agreement*, and such Shared Costs are budgeted expenses in the current fiscal year budget.
- This work is for a new or supplemental area, service, or improvement that was not previously budgeted as Shared Costs and/or were not budgeted items for the current fiscal year and require immediate funding. (Please attach the Cost-Share Request Form).

[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting Party: Rivers Edge 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:
RECDD III Annual Mulching Proposal

Total Proposed Compensation: \$ 99,091.71

Cost Share Calculation:	<u>\$32,531.81</u>	Rivers Edge
	<u>\$30,599.52</u>	Rivers Edge II
	<u>\$35,960.38</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: _____



Proposal #399599

Date: 03/08/2024

From: Michael Scuncio

Proposal For

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

main: 904-679-5523
 mobile:
 jdavidson@vestapropertyservices.com

Location

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

Property Name: Rivers Edge CDD III

Rivers Edge CDD III Mulch Install 2024

Terms: Net 30

DESCRIPTION	QUANTITY	AMOUNT
Brown Mulch	625.00	\$33,391.31
Pine Straw	8720.00	\$65,700.40

Client Notes

Yellowstone will install brown mulch and pine straw in CDD III

	SUBTOTAL	\$99,091.71
Signature	SALES TAX	\$0.00
x	TOTAL	\$99,091.71

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate.

Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact

Print Name: _____

Title: _____

Date: _____

Assigned To

Michael Scuncio
 Office:
 mscuncio@yellowstonelandscape.com

F.

RIVERTOWN

Request for Funds

Date of request: 03/28/24

Submitted by: Kevin McKendree

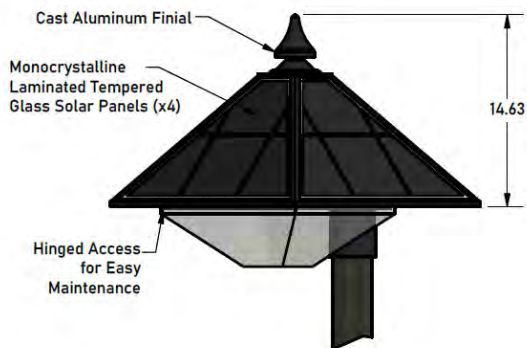
Mail box kiosk light request:

It was requested last month that we obtain quotes to add a solar light at the mailbox kiosk in the Settlement for nighttime visibility and safety. Here are two options from different suppliers. Please consider the options below.

Vendor	Warranty	Job Scope	Cost
Lamp Sales Unlimited	5 years	Cuesta Sol bus stop light with 8' tall pole. Light is multiple LEDs therefore not replaceable.	\$3,800
Gama Sonic Designs	N/A	Gamma Sonic coach light with replaceable bulb on 8' tall pole.	\$1,300

Cuesta Sol Bus Light

Gamma Sonic coach light



Should you have any comments or questions feel free to contact me directly.

G.

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZING PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES AND RATES AND DISCIPLINARY RULE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

WHEREAS, the Board finds it is in the District’s best interests to set a public hearing to adopt the rules, rates, fees, charges, and disciplinary rule set forth in **Exhibit A**, which relate to the District’s amenity facilities.

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

SECTION 1. A public hearing will be held to adopt rates, fees, charges, and disciplinary rule of the District on May 15, 2024, at 9:00 a.m., at the River House Amenity Center, 156 Landing St., St. Johns, Florida 32259.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 26th day of March 2024.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Proposed rules, rates, fees, charges, and disciplinary rule

EXHIBIT A

[to be added]

**RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
POLICIES GOVERNING THE
RIVER LODGE FACILITIES**

Last Updated: _____

Table of Contents

Introduction.....	3
User Fee Structure.....	3
Definitions.....	3
Access	4
General Policies	6
Caregivers	9
Aquatic Features	10
Fitness Center.....	12
Airnasium.....	14
Fire Pit.....	14
Playground.....	14
Volleyball Courts	15
Kayak Launch	15
Non-Motorized Watercraft Storage and Rentals.....	15
Alcohol policy.....	17
Loss or Destruction of Property or Instances of Personal Injury.....	17
SUSPENSION AND TERMINATION OF ACCESS RULE	19

INTRODUCTION

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary and will notify the Patrons of any changes by posting the same on the District's website, www.riversedge3cdd.com. By signing that you have received and read these policies, you are additionally certifying you will read, understand, and comply with all policies, including but not limited to any later made revisions.

USER FEE STRUCTURE

- (1) The annual user fee to access the River Lodge (defined herein) for persons not owning property within the District is \$4000.00 ("**Annual User Fee**")
- (2) A maximum of two Facility Access Cards will be issued to each Patron family. There is a \$25.00 charge to replace lost or stolen cards.
- (3) Guests are limited to four (4) per household per day. A complimentary card that allows twelve (12) guest visits will be issued to each household annually. One additional card per household allowing twelve (12) guest visits may be purchased annually for \$50.
- (4) All Guests must be accompanied by a Patron (as defined below) at all times.

DEFINITIONS

"River Lodge", "Amenities" or "Amenity Facility" is defined as the amenity building (offices, Fitness Center, Airnasium, Pool Area (as defined below), playground, fire pit, boardwalk, bathrooms, kayak launch and storage, parking lots, open space and other appurtenances or related improvements.

"River Lodge Staff" shall mean the persons responsible for daily operation of the River Lodge, including management, guest service hosts, maintenance personnel or any District employee.

"Access Card" shall mean the identification card issued to Patrons.

"Amenity Manager" shall mean the individual responsible for oversight of the River Lodge and River Lodge Staff.

"Board" shall be defined as the Rivers Edge III Community Development District Board of Supervisors.

"District" shall be defined as the Rivers Edge III Community Development District.

“District Manager” shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“District Operations Manager” shall mean a representative of the District’s management company who serves as a point of contact between the District and River Lodge Staff.

“District Property” shall mean all property owned by the District including, but not limited to, the River Lodge, common areas, parking lots and ponds.

“Guest” shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for a specific visit by a Patron to use the Amenities.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

“Patron” or “Patrons” shall mean Residents, Non-Resident Patrons, and Renters, as well as Patrons of the Rivers Edge Community Development District.

“Policies” shall mean these Policies Regarding the District Amenity Facilities.

“Pool Area” shall mean the swimming pool, lazy river, and surrounding areas, inclusive of the pool deck area gazebos, shade structures and other property or improvements within the fenced area.

“Renter” shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” shall mean any person or Family owning property within the District.

ACCESS

Only Patrons and Guests have the right to use the Amenities, provided however that community programming events (described later) may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements.

Residents. A Resident, by paying the annual assessment applicable to Residents, is provided the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of this assessment entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30. Patrons of Rivers Edge Community Development District and Rivers Edge II Community Development District shall have the same privileges as District Residents.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

- (1) A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident. A Renter will be required to provide proof of residency (minimum 12-month lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives an Access Card.
- (2) During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
- (3) Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
- (4) Renters shall be subject to all Policies as the Board may adopt from time to time.

Guests. Each Patron Family is issued twelve (12) Guest passes annually for no charge. Privileges included with a guest pass include the use of the Amenities in accordance with these policies. There is no charge for children 3-years-old and under brought as Guests, and they do not count against guest passes. Once the passes are used, one additional twelve (12) Guest pass may be purchased, pursuant to these policies. Except as otherwise provided for herein, each Patron Family may bring a maximum of four (4) Guests to the Amenities at any one visit, provided however that Guests must be accompanied by a Patron who is at least eighteen years of age when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities.

For clarification purposes, the preceding sentence shall be construed to place a four (4) - Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that

Patron's particular Family – e.g., a Patron Family consisting of four people cannot bring up to four (4) Guests each for a total of sixteen (16) Guests, but instead can only bring a total of four (4) Guests per visit on behalf of the entire household. Guests shall be subject to all Rules as the Board may adopt from time to time. To better manage use of the facilities, the District Operations Manager in his or her discretion may require Patrons and Guests to “sign-in” prior to accessing the Amenities and/or to wear District-issued bracelets or other identification at the Amenities in order to better identify authorized users of the Amenities.

Registration / Disclaimer. In order to use the Amenities, each Patron and all members of a Patron's Family shall register with the District at the Amenity Offices by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to using the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

Access Cards. All Patrons will be issued an Access Card at the community office, located at the River Club facility. Access Cards will give Patrons entry to the District's Amenities during the regular operating hours of the Amenities. You can make an appointment to obtain your Access Card by contacting the General Manager of Amenities.

Each Patron will receive an Access Card upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who is sixteen years of age or older. Minors with babysitters, au pairs, nannies, grandparents, etc. may receive an Access Card with limited access, again with a legal guardian's consent.

Patrons can use their Access Cards to gain access to the Amenities. Patrons must present their access cards upon entering the River Lodge. This Access Card system protects you and the Amenities from non-Patron entry. Unless otherwise stated herein, under no circumstance should a Patron provide their Access Card to a non-Patron to allow a non-Patron to use the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Policies. All lost or stolen cards need to be reported immediately to the District. Fees apply to replace any lost or stolen cards. Replacement fees apply.

GENERAL POLICIES

The following general policies apply to all use of the Amenity Facilities:

- (1) ***Supervision.*** Unless provided elsewhere, children thirteen (13) years of age and younger must be accompanied by an adult eighteen (18) years of age or older.

- (2) **Hours.** The River Lodge's hours of operation will be established and published by the District, which hours of operation may fluctuate based on the season, time of year and other circumstances. Check the District's website at <https://riversedge3cdd.com/> for information.
- (3) **Pets.** Dogs or other pets (with the exception of service animals) are not permitted in the River Lodge.
- (4) **Parking.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Vehicles may not be left in the parking lot overnight without approval from the District's Operation Manager.
- (5) **Service Areas.** No Patron or Guest is allowed in the service areas of the Amenities.
- (6) **Amendments.** The Board of Supervisors reserves the right to amend or modify these policies when necessary and will make its best attempts at notifying the Patrons of any changes. However, it is incumbent upon Patrons to seek clarification for Policies applicable to the Amenity Facility.
- (7) **Authority.** The Board of Supervisors and River Lodge Staff has full authority to enforce all Policies.
- (8) **Smoking.** Smoking of any kind, including vapor and e-cigarettes is not permitted on River Lodge grounds.
- (9) **Violations.** Disregard for any River Lodge rules or policies will result in expulsion from the facility and/or loss of River Lodge privileges in accordance with the termination policy.
- (10) **Breakable Items.** Glass and other breakable items are not permitted at the River Lodge.
- (11) **Courtesy.** Patrons and their guests shall treat River Lodge Staff with courtesy and respect.
- (12) **Skateboarding.** Skateboarding is not permitted at the River Lodge, including all parking lots, and sidewalks encompassing the River Lodge.
- (13) **Bicycles.** All bicycles must be placed at a bike rack.
- (14) **Open Flames; Fireworks.** No open flames are permitted in any indoor or outdoor space with the exception of Sterno-type heaters used to warm food during private events. Fireworks of any kind are not permitted anywhere in the River Lodge or adjacent areas.
- (15) **Dangerous Items.** No items may be brought to the River Lodge that, in the discretion of River Lodge Staff, could cause injury, death or damage to property.

- (16) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities.
- (17) **Drugs and Alcohol.** Anyone that appears to be under the influence of drugs or inebriated past the legal limits will be asked to leave the Amenities.
- (18) **Profanity.** Loud, profane or abusive language is prohibited.
- (19) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- (20) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.
- (21) **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and Guests are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
- (22) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (23) **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
- (24) **Political Campaigns.** No persons may campaign on behalf of political candidates, whether partisan or nonpartisan, or political issues at the District's Amenities, except in predetermined areas designated for such activities, as more specifically provided for herein. The District's intent is to ensure patrons are able to use the Amenities without interruption by activities normally associated with political campaigns and to ensure safety and order within the facilities. The following guidelines apply:
 - (a) Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
 - (b) No political campaign signs, flyers or related documents are to be posted in or on District owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
 - (c) No political campaign signs, flyers or related documents are to be disseminated while in the District's Amenities.

- (d) To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.
 - (e) No person shall make and no person shall solicit or knowingly accept any political contribution in a building owned by a governmental entity. For purposes of this subsection, “accept” means to receive a contribution by personal hand delivery from a contributor or the contributor’s agent. This subsection shall not apply when a government-owned building or any portion thereof is rented for the specific purpose of holding a campaign fund raiser.
- (25) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District’s Board of Supervisors. To the extent this policy conflicts with Florida law, Florida law shall control.
- (26) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (27) **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the General Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks.
- (28) **Community Programming by District Representatives Only.** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved and certified employee of the General Manager or District.
- (29) The purpose of the Amenities is to provide recreational opportunities for District Patrons and their guests. Commercial activities are not permitted, provided that the District’s Amenity Manager may schedule special vendor events for the benefit of Patrons and guests.
- (30) **Emergencies.** In the event of an injury, property damage or other emergency, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).

CAREGIVERS

The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- (1) The caregiver, who is considered a Guest for purposes of the Policies, does not count toward the limitations on the number of Guests set forth above.
- (2) The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Family who is otherwise authorized to use the Amenities.
- (3) The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the Patron's family member requiring care.
- (4) The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.
- (5) The caregiver will use an Access Card with limited access in order to access the Amenities and must execute a Consent and Waiver Agreement.
- (6) The caregiver's use of the Amenities will expire after one year, but may be renewed annually by request of the Patron.

AQUATIC FEATURES

The following policies apply to the Pool Area, swimming pool, lazy river, and all other recreational aquatic features.

- (1) **Supervision.** Minors under the age of 14 must be accompanied by, and supervised by, an adult 18 years of age or older at all times for usage of the aquatic features. All children 5 years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by an adult (18 years of age or older) within arm's length at all times when on the pool deck or in the water. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised one on one by an adult who is in the water and within arm's length of the child.
- (2) **Flotation Devices:**
 - i. No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult. Inflatable rafts, balls, pool floats, radio-controlled aquatic toys and other toys and equipment are prohibited.
 - ii. Pool noodles and personal-sized round pool floats no greater than forty-eight (48) inches in diameter are permitted in the lazy river. All other toys and devices, including balls, dive toys, radio-controlled toys, etc., are prohibited.
- (3) **Audio.** Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an "offensive volume" is at the sole discretion of River Lodge Staff. Electrical equipment is not allowed around the aquatic features.
- (4) **Hygiene.**

- i. Showers are required before entering the Pool Area and aquatic features.
- ii. Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health risks associated with human waste in the aquatic features.

(5) ***Prohibited items.***

- i. Pets (other than "Seeing Eye Dogs"), bicycles, skateboards, roller blades, scooters and golf carts are prohibited.
- ii. Glass and other breakable items are not permitted in the Pool Area and aquatic features.

(6) ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are permitted. Management reserves the right to define what is appropriate and ask the Patron to leave the premises if not compliant.

(7) ***Food and Drinks.***

- i. Food and drink are not allowed within six (6) feet of the Swimming Pool. Patrons will be permitted to bring their own snacks and nonalcoholic beverages to the pool. No coolers are permitted except for small snack coolers. Food and beverages are only allowed in designated areas.
- ii. Alcohol is prohibited.
- iii. Chewing gum is prohibited.

(8) ***Etiquette.***

- i. No diving, jumping, pushing, running or other horseplay is allowed.
- ii. For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- iii. No swinging on ladders, fences, or railings is allowed.
- iv. Loud, profane, or abusive language is prohibited.
- v. Entrances must be kept clear at all times. Blocking entrances with furniture, loitering, or otherwise is prohibited.

(9) ***Pollution.*** No one shall pollute the aquatic features. Anyone who does pollute the aquatic features is liable for any costs incurred in treating and reopening the aquatic features. The following policies shall apply to prevent contamination:

- i. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper
- ii. In accordance with the CDC and Florida Department of Health, if a child has experienced three or more loose bowel movements within a twenty-four (24) hour period they should not return to the pool for the subsequent twenty-four hours.

(10) ***Furniture.*** Furniture is not to be removed from the Pool Area, thrown into the aquatic

features, or otherwise disturbed.

- (11) ***Swim at Your Own Risk.*** All persons using the aquatic features do so at their own risk, and must abide by all rules and policies. While the District may choose to supply lifeguards or pool attendants, it is not obligated to do so and users should assume THERE ARE NO LIFEGUARDS ON DUTY.
- (12) ***Equipment Building.*** Patrons and Guests are not permitted to enter or interfere with the pool equipment building.
- (12) ***Closure.*** Open hours will be posted. Anyone using the aquatic features or accessing the Pool Area outside of open hours is subject to suspension. In addition to St. Johns County and the State of Florida Health Code Standards, and as noted herein, the aquatic features will be closed for the following reasons:
 - a) Operational and mechanical difficulties affecting water quality.
 - b) During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed). During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. When lightning is in the area, the District shall follow the "Thirty-Minute Rule": The Pool and Pool Deck will be cleared and closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until 30 (thirty) minutes has elapsed from the last sighting of lightning or sound of thunder. River Lodge Staff has full authority to close and reopen the pool.
 - c) For a period of time following any mishap that results in feces or vomit in the pool water. If contamination occurs, the pool will immediately be closed.
 - d) Any other reason deemed to be in the best interests of the District as determined by District staff. Aquatic feature availability may be changed without notice in order to facilitate maintenance of the River Lodge or scheduled events.

FITNESS CENTER

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note that the Fitness Center is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) **Hours:** Use of the Fitness Center is permitted only during the posted hours. Any Patron using the Fitness Center outside of the posted hours will be responsible for reimbursing the District for any fees or charges incurred in responding to the Fitness Center security alarm.
- (2) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager
- (3) **Eligible Users:** Patrons and guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are twelve (12) to fifteen (15) years of age may use the Fitness Center only when accompanied by an adult. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by an adult Patron aged eighteen (18) or older.
- (4) **Proper Attire:** Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (5) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
- (6) **General Policies:**
 - Each individual is responsible for wiping off fitness equipment after use.
 - Use of personal trainers is not permitted in the Fitness Center.
 - Hand chalk is not permitted to be used in the Fitness Center.
 - Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
 - No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
 - Weights or other fitness equipment may not be removed from the Fitness Center.
 - Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
 - Please return weights to their proper location after use.
 - Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

- Any fitness program operated established and run by the District may have priority over other users of the Fitness Center.

AIRNASIUM

Please note that the Airnasium is an unattended area and persons using the Airnasium do so at their own risk.

- (1) The Airnasium shall be available for use from dawn to dusk on a first-come, first-served basis.
- (2) For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager.
- (3) No roughhousing, profanity, or disruptive behavior.
- (4) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the Airnasium.

FIRE PIT

- (1) Use of the fire pits is permitted only during designated River Lodge hours.
- (2) Children seventeen (17) years and younger must be supervised by an adult eighteen (18) years or older when the fire pit is in use.
- (3) Only Amenity Staff has the authority to start and extinguish the fire pit.
- (4) Patrons and Guests must clean the area of trash when finished. Use of the fire pits is permitted only during designated River Lodge hours.

PLAYGROUND

Please note that the Playgrounds are unattended facilities and persons using the facilities do so at their own risk.

- (1) For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to River Lodge Staff.
- (2) For the protection of equipment designed for the use by small children, patrons eleven (11) years of age or older are not permitted to play on the equipment.
- (3) All children must be under the direct supervision of an adult eighteen (18) years of age or older.

- (4) All equipment is available on a first-come, first-served basis. Users shall be courteous and take turns when other users are waiting.
- (5) No roughhousing or horseplay.
- (6) Persons using the playground must clean up all food, beverages and miscellaneous trash.
- (7) The use of profanity or disruptive behavior is prohibited.

VOLLEYBALL COURTS

- 1) ***First-Come Basis.*** The courts are available for use by Patrons and Guests only on a first-come, first-serve basis and cannot be reserved unless it is for an approved, monitored community program or event.
- 2) ***Supervision of Children.*** Minors under the age of 13 must be accompanied by an adult (18 years and older). Patrons are not permitted to “drop off” under age children without specific supervision from an adult.
- 3) ***Vehicles.*** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted.
- 4) ***Food and Drinks.*** Food and gum are not permitted on the courts. Drinks must be in a non-breakable, spill-proof container.
- 5) ***Pets.*** Pets, with the exception of service animals, are not permitted on the courts at any time.

KAYAK LAUNCH

- (1) The Kayak Launch shall be used for the sole purpose of launching non-motorized watercraft.
- (2) No diving or swimming.
- (3) No roughhousing or horseplay.
- (4) Unattended watercraft are private property and are not to be disturbed.
- (5) Do not feed the wildlife.
- (6) No fishing.

NON-MOTORIZED WATERCRAFT STORAGE AND RENTALS Kayaks, Canoes and Paddle Boards

Storage

The District offers non-motorized watercraft storage and rentals. Storage capabilities are made available to Patrons only. Both Patrons and Guests may rent non-motorized watercraft.

- 1) A storage shed is available for Patrons to use for non-motorized watercraft including: kayaks, canoes and paddle boards.
- 2) Patrons are required to pay an annual storage fee.
- 3) All patrons must sign a storage waiver and liability agreement with the District.
- 4) The District is not responsible for lost, stolen or damaged vessels.
- 5) Patrons will have access to the storage shed during River Lodge operating hours.
- 6) All vessels must be removed from the storage shed and returned to the storage shed by the Patron at their own risk.
- 7) All vessels are due back into the shed thirty (30) minutes prior to sunset.
- 8) The District is not liable for any equipment/personal items left behind in the storage shed.

Watercraft Rentals

- 1) Non-motorized watercraft vessels including kayaks and paddle boards will be made available to Patrons and Guests for a fee of \$5 for a two (2)-hour period per vessel.
- 2) Patrons and Guests renting non-motorized watercraft must wear life guard approved life jackets for the duration of the rental.
- 3) Children under the age of eighteen (18) years old operating a non-motorized watercraft vessel must be accompanied by an adult.
- 4) Renters must be able to enter and exit the non-motorized watercraft from the launch.
- 5) Patrons and Guests are responsible for lost or damaged equipment.
- 6) Amenity staff has the right to refuse service based on safety concerns.
- 7) Amenity staff will close all rentals for inclement weather or conditions deemed unsafe.
- 8) All rentals must be returned thirty (30) minutes prior to close.

- 9) Rental rates and hours are subject to change without notice.
- 10) Operating any non-motorized equipment under the influence of alcohol or drugs is strictly prohibited.
- 11) Disposing of any item considered to be litter in the St. Johns River is considered illegal.

ALCOHOL POLICY

Other than as permitted for special events, **Patrons and Guests are not permitted to bring alcohol onto District property or the Amenities at any time.**

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each guest as a condition of invitation to the premises of the River Lodge assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss of damage to any private property used or stored on the premises of the River Lodge. Use is at the Patrons own risk.

No person shall remove from the room in which it is placed or from the River Lodge's premises any property or furniture belonging to the District or its contractors without proper authorization. River Lodge Patrons shall be liable for any property damage and/or personal injury at the River Lodge, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests, invitees or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest, invitee or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District or its contractors or Patrons, either on or off the River Lodge's premises, shall do so at his or her own risk, and shall defend and hold the River Lodge, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of the District its respective Supervisors, employees, representatives, contractors, operators or agents. Any Patron shall have, owe, and perform the same obligation to the River Lodge or District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest, invitee or family member of such Patron.

Should any party bound by these District Policies bring suit against the District or its affiliates, River Lodge operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or its contractors or its Patrons or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, its contractors or its Patrons and fail to obtain judgment therein against the District or its River Lodge operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit'(including court costs and attorney's fees through all appellate proceedings).

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat.

Effective Date: _____, 2024

In accordance with Chapters 190 and 120 of the Florida Statutes, and on _____, 2024, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Rivers Edge III Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenity Centers” or “Amenity Facilities”).

2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operation of the District’s Amenity Facilities.

3. **Patron Card.** Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operation of the District’s Amenity Facilities.

4. **Suspension and Termination of Rights.** The District, through its Board, District Manager, and General Manager shall have the right to restrict, suspend, or, after opportunity for a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;

- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating the District's staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the General of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;
- k. Committing or being alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Authority of District Manager and General Manager. The District Manager, General Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, General Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and

location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspendee.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

- c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.
- g. Failure of the suspendee to attend the hearing shall not affect staff's or the Board's ability to impose a suspension or termination.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted at the next scheduled Board meeting in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the imposition or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The

filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension, termination, Administrative Reimbursement, or Property Damage Reimbursement should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant or order is issued by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

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

14. Reciprocity. Because Patrons of the Rivertown community also have access to amenities in Rivers Edge Community Development District and Rivers Edge II Community Development District, a suspension or termination from either district's amenity facilities shall operate as a suspension or termination from the District's Amenity Facilities as well. The obligation to satisfy all procedural requirements for suspension, termination, or imposition of an Administrative Reimbursement or Property Damage Reimbursement, shall lie with the District in which the Violation occurred.