

Rivers Edge III
Community Development District

May 15, 2024

AGENDA

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

May 8, 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, May 15, 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. Financing Matters
 - A. Supplemental Assessment Resolution 2024-06
 - B. True-Up Agreement
 - C. Collateral Assignment
 - D. Completion Agreement
 - E. Declaration of Consent
 - F. Notice of Assessments
- IV. Staff Reports
 - A. Landscape Maintenance – Report
 - B. District Engineer
 - C. District Counsel
 - D. District Manager – Report on the Number of Registered Voters (539)
 - E. General Manager – Monthly Operations and Pond Reports

- V. Approval of Consent Agenda
 - A. Minutes of the April 17, 2024 Board of Supervisors Meeting
 - B. Financial Statements as of March 31, 2024
 - C. Check Register
- VI. Business Items
 - A. Consideration of Resolution 2024-07, Designating Officers
 - B. Public Hearing for the Purpose of Adopting Rules and Rates; Resolution 2024-08
 - C. Consideration of RFP Documents for Amenity Management and Field Operations Services
 - D. Consideration of Acquisition Documents for Drainage Improvements
 - E. Consideration of Resolution 2024-09, Approving the Proposed Budget for Fiscal Year 2025 and Setting a Public Hearing Date for Adoption
 - F. Consideration of Resolution 2024-10, Designating a Date, Time and Location for the Landowner's Election
 - G. Consideration of Funding Request No. 39
- VII. Supervisor Requests
- VIII. Audience Comments
- IX. Next Scheduled Meeting – Wednesday, June 19, 2024 at 9:00 a.m. at the RiverHouse
- X. Adjournment

THIRD ORDER OF BUSINESS

A.

RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024; CONFIRMING THE DISTRICT'S PROVISION OF IMPROVEMENTS; CONFIRMING THE ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE SERIES 2024 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENTATION OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2024 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge III Community Development District (“**District**”) has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) has previously adopted, after notices and public hearings, Resolution Nos. 2020-29, 2020-36, and 2024-___ (together the “**Assessment Resolutions**”) and relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of the Assessment Resolutions, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with such series of bonds and the terms of the bond issue; and

WHEREAS, on May 1, 2024, the District entered into a Bond Purchase Agreement, whereby it agreed to sell \$9,815,000 of its Capital Improvement Revenue Bonds, Series 2024 (the “**Series 2024 Bonds**”); and

WHEREAS, pursuant to and consistent with the Assessment Resolutions, the District desires to set forth the particular terms of the sale of the Series 2024 Bonds and to confirm the liens of the levy of special assessments securing the Series 2024 Bonds.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170, 190 and 197, *Florida Statutes*, and the Assessment Resolutions.

SECTION 2. FINDINGS. The Board of Supervisors of the Rivers Edge III Community Development District hereby finds and determines as follows:

(a) The District, after due notice and public hearing, adopted the Assessment Resolutions which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. Each Resolution provides that as each series of bonds is issued to fund all or any portion of the District's improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certifying the amount of the liens of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, any True-Up amounts and the application of receipt of any True-Up proceeds.

(b) The *Rivers Edge III Community Development District Supplemental Engineer's Report – Series 2024 Bonds*, dated April 4, 2024 (the "**Engineer's Report**"), attached to this Resolution as **Exhibit A**, identifies and describes the presently expected components of the infrastructure improvements necessary to develop the area identified as "Phase 2" ("**Phase 2 Project**"), to be financed all or in part with the Series 2024 Bonds (the "**Improvements**"), and indicates the estimated costs of the Phase 2 Project as \$10,966,573.17. The District hereby confirms that the Phase 2 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.

(c) The *Rivers Edge III Community Development District Master Improvement Plan Report*, dated June 5, 2020 (the "**Master Report**"), as supplemented by that *Rivers Edge III Community Development District Series 2024 Supplemental Special Assessment Methodology Report*, dated May 1, 2024 (the "**Supplemental Report**" and together with Master Report, the "**Assessment Report**"), attached to this Resolution as **Composite Exhibit B**, applies the Assessment Report to the Improvements and the actual terms of the Series 2024 Bonds. The Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.

(d) The Phase 2 Project will specially benefit certain property within the District ("**Series 2024 Assessment Area**"), the legal description of the assessable property therein is attached hereto as **Exhibit C**. It is reasonable, proper, just and right to assess the portion of the costs of the Phase 2 Project financed with the Series 2024 Bonds, the specially benefited properties within the District as set forth in the Assessment Resolutions, and this Resolution.

SECTION 3. SETTING FORTH THE TERMS OF THE SERIES 2024 BONDS; CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2024 BONDS. As provided in the Assessment Resolutions, this Resolution is intended to set forth the terms of the Series 2024 Bonds and the final amount of the liens of the special assessments securing those bonds.

(a) The Series 2024 Bonds, in a par amount of \$9,815,000, shall bear such rates of interest and maturity as shown on **Exhibit D**, attached hereto. The final payment on the Series 2024 Bonds shall be due on May 1, 2055. The estimated sources and uses of funds of the Series 2024 Bonds shall be as set forth in **Exhibit E**. The debt service due on the Series 2024 Bonds is set forth on **Exhibit F** attached hereto.

(b) The lien of the special assessments securing the Series 2024 Bonds on Series 2024 Assessment Area (the “**Series 2024 Special Assessments**”), shall be the principal amount due on the Series 2024 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2024 Bonds are secured solely by the Series 2024 Pledged Revenues (as defined in the Indenture (hereinafter defined)), which is comprised in part by the lien against Series 2024 Assessment Area.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING THE SERIES 2024 BONDS; ADDRESSING COLLECTION OF THE SAME.

(a) The special assessments for the Series 2024 Bonds shall be allocated in accordance with **Composite Exhibit B**, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The Supplemental Methodology is consistent with the District’s Master Methodology. The Supplemental Methodology, considered herein, reflects the actual terms of the issuance of the District’s Series 2024 Bonds. The estimated costs of collection of the special assessments for the Series 2024 Bonds are as set forth in the Supplemental Methodology.

(b) The lien of the special assessments securing the Series 2024 Bonds includes all property within Series 2024 Assessment Area, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage.

(c) Taking into account earnings on certain funds and accounts as set forth in the Assessment Report, the District shall, for Fiscal Year 2024/2025, begin semi-annual collection of special assessments for the Series 2024 Bonds debt service payments due starting November 1, 2024, using the methods available to it by law. Debt service payments, including semi-annual installments of interest and final principal, are reflected on **Exhibit F** for Series 2024 Assessment Area.

(d) The Series 2024 Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. Series 2024 Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Improvements and the adoption by the Board of a resolution accepting the Improvements; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received shall be applied against the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Improvements have been completed and a resolution accepting the Improvements has been adopted by the Board, the Series 2024 Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). The owner of property subject to Series 2024 Special Assessments may prepay the entire remaining balance of the Series 2024 Special Assessments at any time, if there is also paid, in addition to the prepaid principal balance of the Series 2024 Special Assessments, an amount equal to the interest and principal that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date (or such other time as set forth in the supplemental indenture for the applicable series of bonds secured by the debt assessment in question). Prepayment of Series 2024 Special Assessments does not entitle the property owner to any discounts for early payment.

(e) The District hereby certifies the Series 2024 Special Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by St. Johns County and Florida law for collection. The District intends, to the extent possible and subject to entering into the appropriate agreements with the St. Johns County Tax Collector and St. Johns County Property Appraiser (or other appropriate St. Johns County, Florida officials) to collect the Series 2024 Special Assessments on platted lands contained within a plat or certificate of occupancy using the Uniform Method in Chapter 197, *Florida Statutes*. The District intends, to the extent possible, to directly bill, collect and enforce the Series 2024 Special Assessments on lands not included within an approved plat or certificate of occupancy unless in any year, the District determines it to be in its best interest to collect such assessments using the Uniform Method in Chapter 197, *Florida Statutes*. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Series 2024 Special Assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect special assessments on property using methods available to the

District authorized by Florida law in order to provide for the timely payment of debt service.

SECTION 5. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Resolutions, there may be required from time to time certain True-Up payments. As parcels of land are included in a plat or certificate of occupancy, the special assessments securing the Series 2024 Bonds shall be allocated as set forth in the Assessment Resolutions, this Resolution and the Assessment Report, including, without limitation, the application of the True-Up process set forth in the Assessment Report.

(b) Based on the final par amount of \$9,815,000 in Series 2024 Bonds, the True-Up calculations will be made in accordance with the process set forth in the Assessment Report. The District shall apply all True-Up payments related to the Series 2024 Bonds only to the credit of the Series 2024 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the Supplemental Indenture.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement the Assessment Resolutions, all of which remain in full force and effect. This Resolution and the Assessment Resolutions shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2024 Special Assessments securing the Series 2024 Bonds, in the Official Records of St. Johns County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 15th day of May 2024.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

- Exhibit A:** *Rivers Edge III Community Development District Supplemental Engineer's Report – Series 2024 Bonds, dated April 4, 2024*
- Comp. Exhibit B:** *Rivers Edge III Community Development District Master Improvement Plan Report, dated June 5, 2020 (the "**Master Report**"), as supplemented by that Rivers Edge III Community Development District Series 2024 Supplemental Special Assessment Methodology Report, dated May 1, 2024*
- Exhibit C:** Legal Description of Series 2024 Assessment Area
- Exhibit D:** Maturities and Coupons of Series 2024 Bonds
- Exhibit E:** Sources and Uses of Funds for Series 2024 Bonds
- Exhibit F:** Debt Service for Series 2024 Bonds

Exhibit A
Engineer's Report

[SEE FOLLOWING PAGE]

**RIVERS EDGE III
COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL
ENGINEER'S REPORT
SERIES 2024 BONDS**

Prepared for:

**BOARD OF SUPERVISORS
RIVERS EDGE III
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

**PROSSER, INC.
13901 Sutton Park Drive South
Suite 200
Jacksonville, Florida 32224-0229**

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INTRODUCTION

The Development

RiverTown is an approximately 4,170 acre mixed-use master planned development (the “**Development**” or “**RiverTown**”) located along the east bank of the St. Johns River, approximately thirty-three (33) miles southwest of downtown Jacksonville in northwest St. Johns County, Florida. A map identifying the general location of the Development is attached as **Exhibit 1**.

The Development is an approved Development of Regional Impact (**DRI**), approximately 3,995 acres of which includes the RiverTown Planned Unit Development (**PUD**). The balance of the Development is located in the RiverTown Planned Rural Development. Approved development within RiverTown generally consists of single and multi-family residential, commercial, retail, office, educational, light industrial, and various open space, recreational and park uses. The master development plan and the current expected land uses in the Development are further described in **Exhibit 2** to this report.

In March 2014, Mattamy RiverTown LLC, a Delaware limited liability company purchased from the original developer of RiverTown, The St. Joe Company, all of its remaining land and collateral rights in and became the Master Developer of RiverTown. On December 1, 2017, Mattamy RiverTown LLC transferred all of its land and rights to its affiliate, Mattamy Jacksonville LLC (the “**Master Developer**”).

The Rivers Edge III Community Development District

The Development currently includes three community development districts: (a) Rivers Edge Community Development District (“**Rivers Edge**” or “**District 1**”), established by Rule 42FFF-1, *Florida Administrative Code*, adopted by the Florida Land and Water Adjudicatory Commission in 2006, as subsequently amended, (b) Rivers Edge II Community Development District (“**Rivers Edge II**” or “**District 2**”), established by Ordinance No. 2018-26, by the Board of County Commissioners in and for St. Johns County on June 19, 2018, and effective as of June 22, 2018, and subsequently amended, and (c) Rivers Edge III Community Development District (“**Rivers Edge III**” or “**District 3**”), established by Ordinance No. 2020-7 of the Board of County Commissioners in and for St. Johns County on March 3, 2020. District 3 encompasses approximately 989 acres. For more information regarding Rivers Edge III, visit the Rivers Edge III website or see **Exhibits 3 and 4** attached showing the District 3 boundary.

PURPOSE AND SCOPE OF IMPROVEMENTS

In order to serve the residents of District 3, District 3 plans to design, permit, finance, acquire and/or construct, operate, and maintain all or part of certain infrastructure necessary for community development within District 3. The Master Improvement Plan for District 3 is described in the previously adopted *Rivers Edge III Community Development District Master Improvement Plan* dated June 6th, 2020 (the “**Master Report**” and the improvements described therein, the “**CIP**”). The CIP may be subject to modification in the future. The improvements included within the CIP are currently planned to be financed and constructed in multiple phases. The initial phase of the CIP was estimated to cost approximately \$19.2 million (the “Phase 1 Project”). The purpose of this Supplemental Engineer’s Report for the Series 2024 Bonds (“**Supplemental Report**”) is to provide a description and cost opinion of the improvements associated with the “Phase 2 Project”, as well as soft costs such as engineering and consulting expenses, that are expected to be financed through the issuance of the District’s Special Assessment Revenue Bonds, Series 2024 (“**Series 2024 Bonds**”) District 3 was established for the purpose of financing, acquiring, constructing, maintaining, and operating all or a

portion of the infrastructure necessary for community development within and without District 3. All of these proposed improvements are presently contemplated in the approved RiverTown DRI.

What follows is a description of the Phase 2 Project. All of the planned improvements are considered “master” infrastructure improvements in that the improvements are necessary for functional development of the parcels within District 3 and proportionally benefit developable acreage within the District 3 boundary.

Master Transportation - Minor Collector Roadway – RiverTown Main Street

RiverTown Main Street serves as the primary access point into RiverTown and when finished will act as the main artery through the community. The first section of RiverTown Main Street already serves as the primary entry into the community from Longleaf Pine Parkway to the connection with Orange Branch Trail. Once the extension is finished, the roadway will connect to a secondary access point off Greenbriar Road. This two-lane roadway will provide access to the development parcels to the north and west within this portion of District 3. The improvements include the work necessary to connect the existing RiverTown Main Street roadway from the intersection with Kendall Crossing Drive to Claiborne Lane (Known as Main Street Phase 4). This continuation of RiverTown Main Street will open up additional planned neighborhoods to the north and west within District 3 as shown on **Exhibit 5**. Additional roads will be built to extend from the RiverTown Main Street into future neighborhoods within District 3. Multi-use paths for pedestrians, bicyclists and golf carts will run parallel to the roadway and are included in this category costs. Improvements in this category also include District 3-installed and maintained landscape and irrigation with reclaimed water within the roadways. This improvement category also includes utility improvements that will serve as the major trunk line system throughout District 3.

Master Drainage Improvements

The master drainage improvements for District 3 will be financed, designed and constructed by District 3 in accordance with the Conceptual Master Drainage Plan, which has been permitted by the St. Johns River Water Management District. This category represents all drainage work for the master infrastructure improvements as detailed in this Report. The District 3-wide stormwater system consists of wet detention ponds to capture and treat stormwater runoff from developed areas and control structures that regulate the volume of water detained and detention periods.

In general, the stormwater runoff will be collected via curb and gutter within the roads and conveyed into the ponds via inlet structures and pipes. The primary form of treatment will be wet detention pursuant to accepted design criteria. The pond control structures will consist of weirs for attenuation and bleed-down orifices sized to recover the treatment volume.

The stormwater system is designed such that post-development flow will generally mimic the flows from the site in a pre-development state. All areas within District 3 currently drain through onsite wetlands into the St. Johns River. As parcels within District 3 are developed, the detention ponds will temporarily detain stormwater runoff for treatment and then gradually discharge water in the same receiving waters. Ponds have been designed to provide attenuation of the 25-year/24-hour storm and provide treatment for a volume of runoff established by county, state and federal regulations.

This category includes stormwater collection systems (drainage inlets, pipes, etc.) and stormwater ponds that will support the collector and local roadways throughout District 3 (Parcels 37-1, 39-1). Conceptual master drainage improvements are shown on **Exhibit 4**.

Master Recreation

Neighborhood Parks

District 3 land isolated near the St. Johns River and existing preserved wetlands provide a unique experience for residents to engage in outdoor activities. In order to support the surrounding environmental benefits of District 3, the Master Developer is designing neighborhood pocket parks that will consist of children’s areas, recreational play fields, dog parks and trails and acquisition of property for parks and future amenities. This category represents all work related to a minimum of two (2) neighborhood pocket parks within District 3 (Parcels 37-1 and 39-1). Work may include hardscape (pavers, benches, shade pavilions, play features, etc.) as well as the landscape and irrigation improvements necessary to serve this improvement category. These neighborhood parks are part of the master recreation component and the parks provide a special benefit to all residents in District 3 as master recreational amenities.

LAND USE

The Master Developer is moving forward with significant improvements within District 3. The following table outlines the proposed development by approximate acreage.

<u>Proposed Land Use</u>	<u>Approximate Acreage</u>	<u>Units</u>
Project Residential	662	1,526
Recreation	40	
Other (Open Space/Drainage/Conservation)	287	
Total	989	1,526

STATUS OF CONSTRUCTION

Proceeds of the Series 2024 Bonds will be used to acquire and/or construct a portion of the Phase 2 Project.

The following table outlines the current status of the components of the Phase 2 Project underway and planned within District 3:

Rivers Edge III CDD Construction Project Status & Permit Approvals Phase 2 Project						
Project Description	Construction Completed to Date*	Permit Status				
		Army Corps Of Engineers	St. Johns River WMD	St. Johns County DRC	FDEP Water & Sewer	FDOT
RiverTown Main St Ph 4	100%	N/A	X	X	X	N/A
*Parcel 34	95%	N/A	X	X	X	N/A
Parcel 37-1	15%	N/A	X	X	X	N/A
Parcel 39-1	5%	N/A	X	X	X	N/A
Neighborhood Parks	0%	N/A	X	X	X	N/A
Master Drainage	25%	N/A	X	X	X	N/A

X- Permit Issued

N/A – Not applicable

0 - Not submitted

* - Represents portion of Phase 1 Project described above already constructed

OWNERSHIP & MAINTENANCE

The following is a summary of anticipated maintenance responsibilities for the Series 2024 Project.

Improvement Projects*	Ownership	Maintenance Responsibility
RiverTown Main Street (Road)	St Johns Co	St Johns Co
RiverTown Main Street (Landscaping)	St Johns Co	CDD
Neighborhood Parks	CDD	CDD
Master Drainage	CDD	CDD

*JEA will own and maintain the major water, sewer and reuse facilities within the public right-of-way of the Development

BASIS FOR THE COST OPINION

The improvements contemplated in this Supplemental Report are currently under construction or constructed. Prosser prepared opinions of probable costs based on the intent and status of each element as defined at its current level of construction. Opinions of cost are based on our experience with similar projects, current actual construction costs, and represent a reasonable approximation pursuant to standard engineering practice. The cost numbers include several elements:

- Construction cost.
- Design fee including engineering, landscape and hardscape, architectural, and sub consultants such as surveyors, environmental consultants and geotechnical engineers.
- Contingency factor of 15% to the extent not already known.
- Construction administration expenses.

The exact location of some of the improvements may be changed during the course of approval and implementation. These changes will not diminish or alter the benefits to be received by the land, and any changes are expected to result in the land receiving the same or greater benefits.

This Supplemental Report has been prepared based upon both the previous and current regulatory criteria. Regulatory criteria will undoubtedly continue to evolve, and future changes may affect the implementation of this plan. If this occurs, future substantial changes should be addressed and included as addenda to the plan.

TABLE I
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF COST OPINIONS
Phase 2 Project

Improvement Plan Category	Improvement Plan Opinion of Costs (\$)	Phase 1 Project	Phase 1 Project Notes	Phase 2 Project**	Phase 2 Project Notes	Future Project	Future Bond Issuance Notes
Master Drainage & Stormwater Management	\$15,620,168	\$6,983,865	-Parcel 26, 28/30, 29, 32, 34 & 35	\$2,793,189	-Parcel 37-1, 39-1	\$5,843,114	-Parcel 37-2, 38, 39-2, 40, 41 & 42
Master Transportation	\$21,432,550	\$7,532,500	-Spine Road PH 3 (Kendall Crossing PH2) -Spine Road PH 6 (Connect RiverTown Main St to SR 13) -Spine Road PH 8 (RiverTown Ext PH3)	\$7,885,571	-Spine Road 9 (RiverTown Main Street Phase 4)	\$6,691,850	-Spine Road 10 (RiverTown Main Street Phase 5)
Master Landscape	\$2,070,000	\$0		\$0		\$2,070,000	-Gateway Entry Features
Master Recreation	\$7,715,375	\$4,711,000	-Parks Parcel 26, 28/30, 29, 32, 34 & 35 -RiverTown Amenity/Park Site Acquisition ***	\$287,813	-Parks Parcel 37-1, 39-1	\$2,716,563	-Parks Parcel 37-2, 38, 39-2, 40, 41 & 42
Total RECDD III Master Improvement Opinion	\$46,838,093.11	\$19,227,365.20		\$10,966,573.17		\$17,321,527.00	

*Phase 1 Project and Future Project Costs include construction, design fees and 15% contingency

**Phase 2 Project Costs are based on actual construction costs for Main St. Phase 4

***Includes appraisal amount for 29.71 acres as provide by Colliers Appraisal Report, dated February 28, 2021




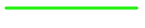





Vicinity Map

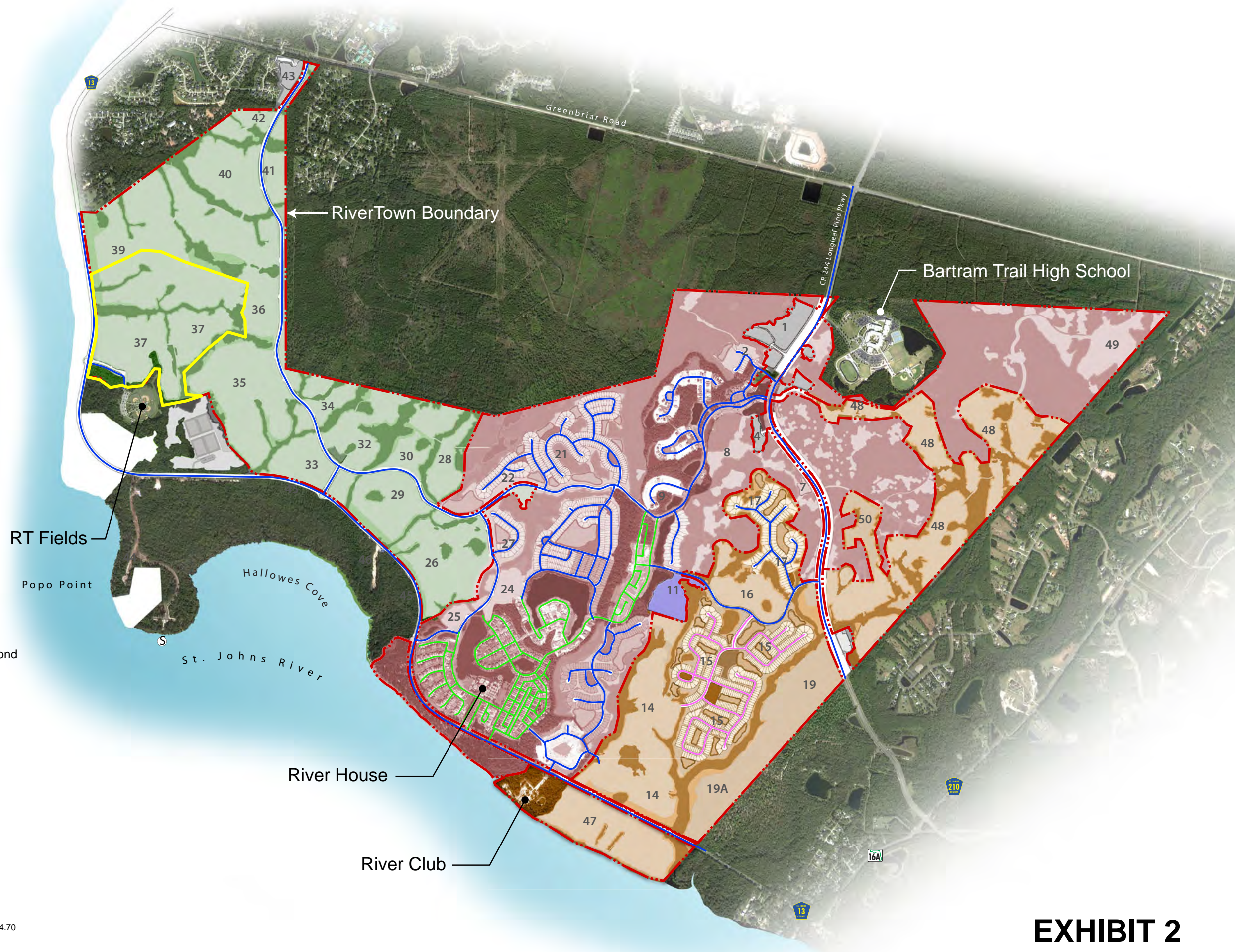


RIVERTOWN

Master Development Plan Rivers Edge III 2024 Series Bond

LEGEND

-  CDD Boundary
-  SJC Road
-  Watersong HOA Road
-  CDD Road
-  Rivers Edge CDD
-  Rivers Edge II CDD
-  Rivers Edge III CDD
-  School Site
-  Rivers Edge III 2024 Series Bond



PROSSER

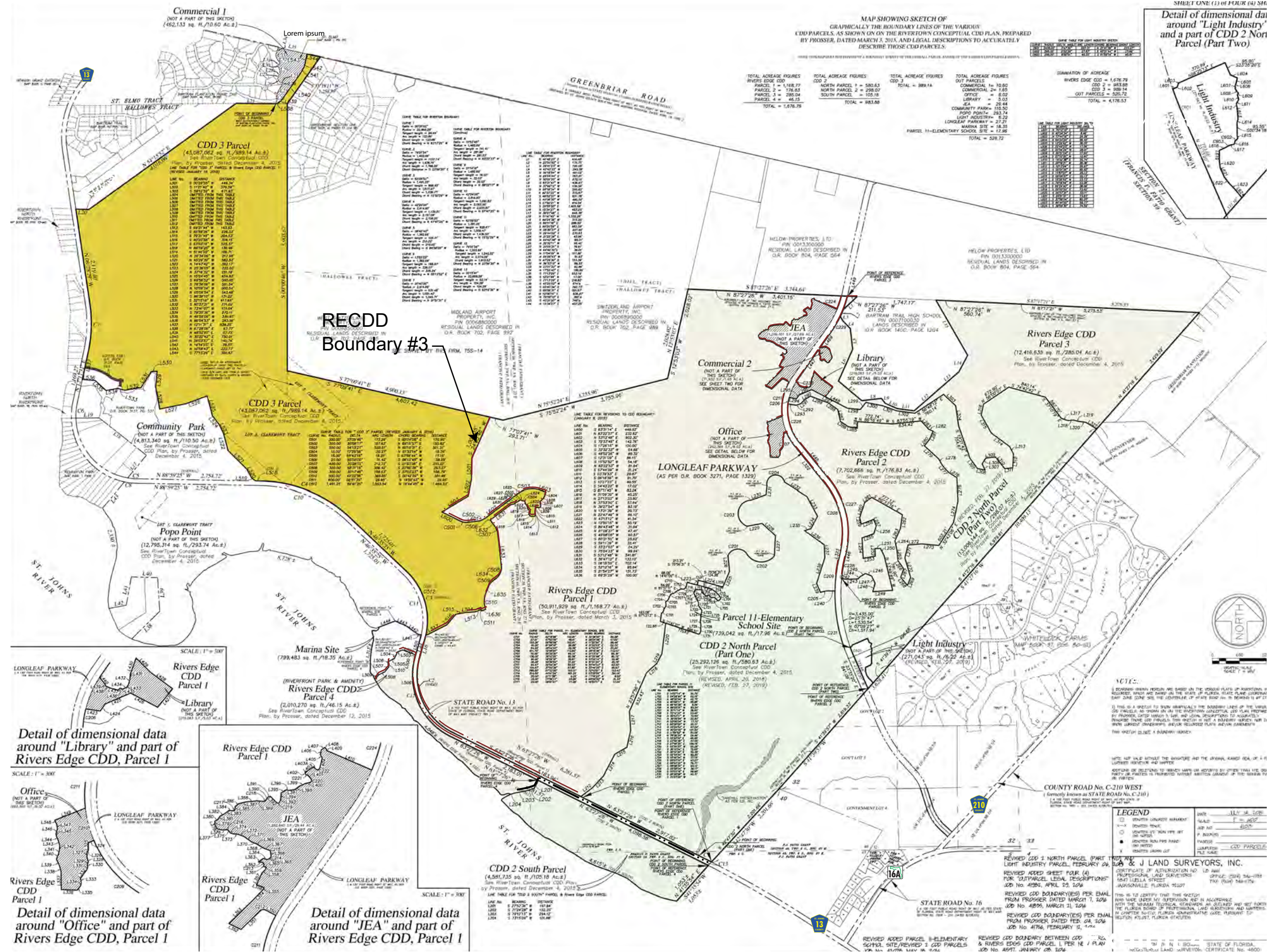
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RIVERTOWN

RECDD #3 Boundary

LEGEND

- RECDD Boundary
- RECDD #3 Boundary



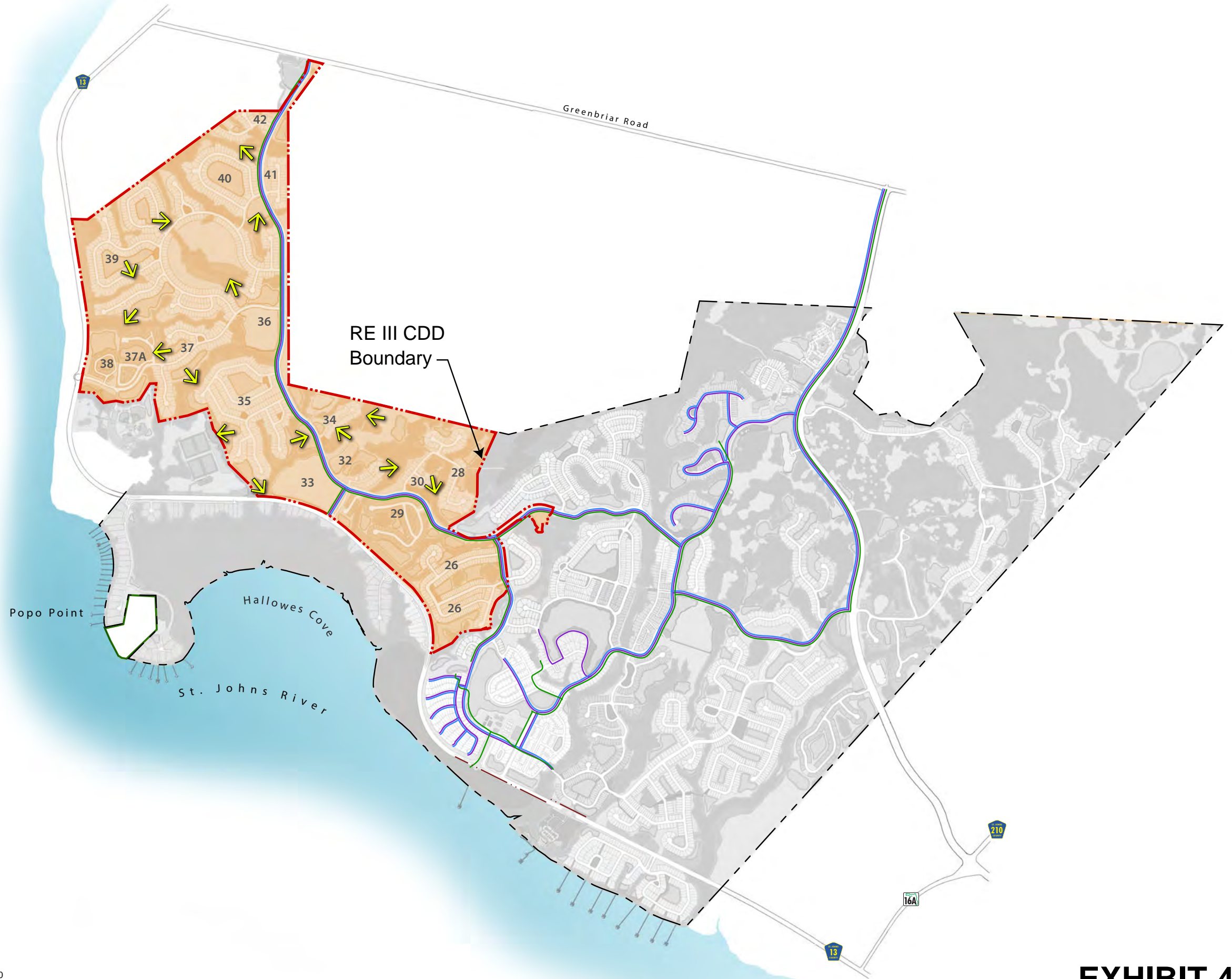
RIVERTOWN



RE III CDD MASTER UTILITY PLAN

LEGEND

- RECDD Boundary
- RECDD #3 Boundary
- Stormwater Discharge
- Water
- Sewer
- Reuse Water



PROSSER

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EXHIBIT 4

RIVERTOWN

mattamyHOMES

RE III CDD MASTER TRANSPORTATION PLAN



PROSSER

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Composite Exhibit B
Assessment Report

[SEE FOLLOWING PAGE]

Rivers Edge III Community Development District

Series 2024 Supplemental Special Assessment Methodology Report

May 1, 2024



Governmental Management Services, LLC

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GMS, LLC does not represent the Rivers Edge III Community Development District as a Municipal Advisor or Securities Broker nor is GMS, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS, LLC does not provide the Rivers Edge III Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

1.1 Purpose

This Series 2024 Supplemental Special Assessment Methodology Report (“Assessment Report”) provides a methodology for allocating the assessments levied to secure the Series 2024 Bonds (as such term is defined herein) (the “Series 2024 Assessments”) to be incurred by the Rivers Edge III Community Development District (“District”) to properties in the District in order to fund a portion of the District’s proposed Capital Improvement Plan (“CIP”). The CIP is described in detail in the *Rivers Edge III Community Development District Master Improvement Plan Report* prepared by Prosser, Inc. dated June 5, 2020 (the “Master Engineer’s Report”). The capital improvements described in the CIP will be constructed in multiple phases over time. The second phase of the CIP (“Phase 2 Project”) is estimated to cost approximately \$10,966,573 and consists of the construction of RiverTown Main Street (Phase 4) and certain utility infrastructure improvements for Parcels 37-1 and 39-1. Detailed information concerning the Phase 2 Project is contained within the *Supplemental Engineer’s Report Series 2024 Bonds*, dated April 4, 2024 (the “Supplemental Engineer’s Report” and, together with the Master Engineer’s Report, the “Engineer’s Reports”).

The Series 2024 Bonds will partially fund the Phase 2 Project that will allow the development of the property in the District. This methodology allocates the Series 2024 Assessments to properties based upon the special benefits each receives from the Phase 2 Project. In this case, the property to which the Series 2024 Assessments will be allocated comprises 743.06 acres located within the District in St. Johns County, Florida (the “County”). This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes, with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Scope of the Report

This Assessment Report supplements the *Rivers Edge III Community Development District Master Special Assessment Methodology Report* dated June 8, 2020 (the “Master Methodology”) and provides an assessment methodology for allocating the Series 2024 Assessments to benefiting properties within the District. This Assessment Report allocates the Series 2024 Assessments to properties based on the special benefits

each receives from the District's Phase 2 Project and presents the projections for financing a portion of the District's Phase 2 Project.

1.3 Special Benefits and General Benefits

The CIP undertaken by the District creates special and peculiar benefits to property within the District, different and special in kind and degree than general benefits to the public at large.

However, as discussed within this Assessment Report, the general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The CIP enables properties within the District's boundaries to be developed. Without the CIP, there would be no infrastructure to support development of the land within the District. Without these improvements, state and local law would prohibit development of property within the District.

There is no doubt that the general public, including property owners and property outside the District, will benefit from the provision of the CIP. However, these are incidental to the CIP, which is designed solely to provide special benefits peculiar to property within the District. Properties outside the District do not depend upon the CIP to obtain, or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries. Even though the exact value of the benefits provided by the CIP is difficult to estimate at this point, it is nevertheless greater than the costs associated with providing same.

1.4 Organization of this Report

Section Two describes the development program as proposed by Mattamy Jacksonville, LLC (the "Developer").

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the Assessment Methodology.

2.0 District Development Program

2.1 Overview

The Rivers Edge III development is designed as a planned residential community, located within the County (the “Development”). The proposed land uses within the District are consistent with the County and State Land Use and Comprehensive Plans.

2.2 The Development Program and Assessment Areas

The Development will consist of approximately 1,526 single-family residential homes. The current development program is comprised of (595) 30’-39’ lots, (325) 40’-49’ lots, (426) 60’-69’ lots, and (180) 70’-79’ lots.

The District previously issued its Series 2021 Bonds to acquire a portion of the initial phase of the CIP (the “Phase 1 Project”). Based upon the anticipated order of development, lot sales/land sales and platting, the Series 2021 Assessments have been fully allocated to 566 platted lots consisting of 434 platted lots within Parcels 26-1, 26-2, Parcel 29, and Parcel 35-1 and 132 platted lots within Parcel 35-2, (collectively, the “Series 2021 Assessment Area”).

The remaining lands in the District not subject to the Series 2021 Assessments securing the Series 2021 Bonds encompasses approximately 743.06 acres and four platted lots, as described in Table 5. Initially, the Series 2024 Assessments levied on a per-unit basis to the four platted lots and on an equal acreage basis to all remaining assessable lands within the District consisting of 743.06 acres (the “Series 2024 Assessment Area”). As acreage is sold or developed and platted, the Series 2024 Assessments will be allocated on a per-unit basis to the parcels that are sold or developed and platted.

Based upon the anticipated order of development, lot sales/land sales and platting, it is anticipated that the Series 2024 Assessments will ultimately be assigned to 318 residential lots anticipated to be developed within Parcels 34, 37-1 and 39-1 and four (4) developed, platted residential lots in Parcel 35-2, which in its aggregate totals 322 residential lots.

3.0 The District’s Capital Improvement Plan

3.1 Engineer’s Report

The CIP and the estimated cost to be funded by the District is determined by the District Engineer in the Master Engineer’s Report. The CIP includes only improvements that may qualify for bond financing by the District under Chapter 190, Florida Statutes.

3.2 Capital Improvement Plan and the Series 2024 Project

The CIP consists of the following: drainage & stormwater management, transportation, and recreation. The CIP will represent a system of improvements that irrespective of certain exceptions described further in Section 5.1 of this Assessment Report, will provide benefits to all of the assessable lands within the District. The total costs of the CIP according to the Master Engineer’s Report, are projected at \$46,830,593.11.

The Phase 2 Project consists of the construction of RiverTown Main Street (Phase 4) and certain utility infrastructure improvements for Parcels 37-1 and 39-1, as further detailed in the Supplemental Engineer’s Report. At the time of this writing, the total costs of the Phase 2 Project according to the Supplemental Engineer’s Report, were projected at \$10,966,573.

4.0 Financing Program for Rivers Edge III

4.1 Overview

As noted above, the District is embarking on the construction and /or acquisition of the CIP, which will facilitate the development of lands within the District. Construction of the CIP may be funded by the Developer and acquired by the District under an agreement between the District and the Developer, or may be funded directly by the District.

The District will finance a portion of the Phase 2 Project with net proceeds of the Series 2024 Bonds. The financing plan for the District consists of the issuance of Capital Improvement Revenue Bonds, Series 2024, in the principal amount of \$9,815,000 (the “Series 2024 Bonds”) to fund a portion of the District’s Phase 2 Project, as shown in Table 3.

4.2 Types of Bonds Proposed

In order to finance a portion of the Phase 2 Project, the District will incur indebtedness in the total amount of \$9,815,000. The Series 2024 Bonds will be issued with a thirty-year term with an interest rate of 5.65% and a final maturity date of May 1, 2055.

The difference between the financing amount and the amount that the District will have available to pay for the Phase 2 Project is comprised of costs of issuance, including the underwriter's discount and professional fees associated with debt issuance, capitalized interest costs as the District will be borrowing funds with which it will pay the early interest payments, and funding a debt service reserve.

Sources and uses of funding are presented in Table 3 in the Appendix.

5.0 Assessment Methodology

5.1 Overview

The Series 2024 Bonds will provide the District with funds to acquire and / or construct a portion of the Phase 2 Project outlined in Section 3.2 and the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing specifically to the properties within the boundaries of the District and general benefits generally accruing to areas outside the District and being only incidental in nature. The debt incurred in financing the Phase 2 Project will be paid off by levying special assessments on properties that derive special and peculiar benefits from the proposed public infrastructure set forth in the Phase 2 Project. All properties that receive special benefits from the District's Phase 2 Project will be assessed, or the Developer will be required to make a contribution of a portion of the CIP in lieu of an assessment. Such a contribution is described in Table 4 of this report.

5.2 Assigning Assessments

All residential development within the District will benefit from all the CIP categories, as the improvements provide basic infrastructure to all residential lands within the District and benefit all residential lands within the District as an integrated system of improvements. Benefited units will be treated on an equivalent residential unit ("ERU") basis for each single-family residential unit based upon the front footage of the lot. A 60'-69' foot lot will be equal to 1 ERU while a 40'-49' lot is .75 ERU and a 70'-79' lot is 1.25 ERU.

As the provision of the CIP by the District will make the lands in the District developable, the land will become more valuable to property owners. The increase in the value of the land provides the logical benefit of improvements that accrues to the developable land within the District.

Initially, the Series 2024 Assessments securing the Series 2024 Bonds will be levied on (2) 40—49' and (2) 60'-69' platted lots in Parcel 35-2 on a platted lot basis and then on an equal per acre basis over the remaining undeveloped acreage of the District consisting of 743.06 acres. As acreage is sold or developed and platted, the Series 2024 Assessments will be allocated on a per-unit basis to the parcels that are sold or developed and platted. Based upon the anticipated order of development, lot sales/land sales and platting, it is anticipated that the Series 2024 Assessments will ultimately be assigned to 318 residential lots anticipated to be developed within Parcels 34, 37-1 and 39-1 and four (4) developed, platted residential lots in Parcel 35-2, which in its aggregate totals 322 residential lots. The Series 2024 Bonds were sized to correspond to the allocation of Series 2024 Assessments to the 322 residential lots planned within the aforementioned parcels.

The Series 2024 Assessments are allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the assessable land within the District, as it may be classified within each of the land use categories. For the purpose of determining the special benefit accruing to the lands within the District, the Phase 2 Project estimated costs have been allocated to each acre on an equal basis.

5.3 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in Section 1.3, Special Benefits and General Benefits, the CIP creates special and peculiar benefits to the assessable properties within the District. The CIP benefits properties within the District and such benefits accrue to all assessable properties initially on an equal acreage basis and then on an ERU basis.

The CIP can be shown to be creating special and peculiar benefits to the property. The special and peculiar benefits resulting from the CIP undertaken by the District include, but are not limited to:

- a. Drainage and Storm Water systems result in special and peculiar benefits such as the added use of the property, decreased insurance

premiums, added enjoyment of the property, and likely increased marketability of the property.

- b. Transportation Roadway Improvements result in special and peculiar benefits such as the added use of the property for development, added enjoyment of the property, avoidance of stormwater management issues and increased marketability of the property.
- c. Recreation Parks result in special and peculiar benefits such as the added use of the property, and likely increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value, however, each is more valuable than either the cost of, or the actual assessment levied for, the CIP or debt allocated to the benefitting land.

Further, to the extent that any parcel of land within the District which has not been platted is sold to another third-party developer or builder, the assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer.

5.4 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the Phase 2 Project is delineated in Table 4 (expressed as Allocation of Total Par Debt).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and / or construction of the Phase 2 Project (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use.

Accordingly, no acre or parcel of property within the boundaries of the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property. Further, the debt allocation will not be affected.

In accordance with the benefit allocation in Table 4, a Total Par Debt per Unit has been calculated for each single-family unit. This amount

represents the per unit debt allocation assuming all anticipated units are built and sold in the planned development and the entire proposed Phase 2 Project is developed or acquired and financed by the District.

5.5 True-Up Mechanism

In order to ensure that the District's debt will not build up on the unsold acres, and to ensure that the requirements that the non-ad valorem special assessments be lienable on the property in accordance with the Master Methodology and applicable Florida law will continue to be met, the District shall determine the following:

To ensure that there will always be sufficient development potential remaining in the undivided property to assure payment of debt service after a plat or site plan approval, the following test will be applied. The test is that the debt per acre remaining on the unplatted land is never allowed to increase above its maximum debt per acre level. Initially, the maximum level of debt per acre is calculated as the total amount of debt for the District's improvement program divided by the number of gross acres in the District. \$9,699,336 divided by 743.06 acres equals \$13,053.23 per acre. Once a site plan for the development is completed the acreage will be reduced by the number of platted units and the calculation of debt per acre will be adjusted accordingly. Every time an additional plat or site plan approval is presented, the debt on the unplatted land remaining after the plat or site plan approval must remain at or below \$13,053.23 per acre. If not, then in order for the Developer to receive a plat or site plan approval from the County, the Developer agrees that the District will require a density reduction payment (or "True-Up" payment) which shall include interest to the interest payment date that occurs at least 45 days after such payment, so that the \$13,053.23 per acre debt level is not exceeded.

5.6 Additional Stipulations

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Assessment Report. For further information about the District's Bonds, please refer to the indentures relating to such bonds.

TABLE 1
Rivers Edge III CDD
Series 2024 Land Use

Phase 2 Land Use	Unit Count	ERU Per Unit	Total ERU's
Residential - 40'-49' Lot	154	0.75	115.50
Residential - 60'-69' Lot	87	1.00	87.00
Residential - 70'-79' Lot	81	1.25	101.25
Total	<u>322</u>		<u>303.75</u>

Information provided by Prosser, Inc.
Total Acres within the District is 989.14.

TABLE 2
Rivers Edge III CDD
Series 2024 Infrastructure Cost Estimates

Phase 2 Project	Total Cost Estimates
Drainage & Stormwater Management - Parcel 37-1, 39-1	2,793,189
Transportation - Spine Road 9	7,885,571
Recreation - Parks - Parcel 37-1, 39-1	287,813
Total Costs (approx.)	10,966,573

Information provided by Prosser, Inc.
 Supplemental Engineer's Report For The Series 2024 Bonds dated April 4, 2024

TABLE 3
Rivers Edge III CDD
Financing Estimates - Series 2024 Bonds

	Preliminary Bond Sizing
Construction / Acquisition Requirements	\$8,223,723
Debt Service Reserve Fund (1)	347,759
Capitalized Interest	820,493
Cost of Issuance	226,725
Underwriter's Discount	196,300
Total Par	\$9,815,000

Principal Amortization Installments	30
Average Coupon Rate	5.854%
Estimated Par Amount	9,815,000
Estimated Maximum Annual Debt Service	695,519
Capitalized Interest Through	11/01/25
Maturity	05/01/55

**(1) The initial debt service reserve fund deposit is based on
50% Maximum Annual Debt Service (MADS) for the Series
2024 Bonds**
Information provided by MBS Capital Markets, LLC.

TABLE 4
Rivers Edge III CDD
Benefit and Series 2024 Par Debt Allocations

Series 2024 Bonds							
Phase 2 Development Type	Number of Planned Units	Benefit Per Unit Per Master Methodology	Allocation of Par Debt	Par Debt Per Unit	Allocation of Maximum Annual Debt Service Net	Debt Service Annual Assessment Per Unit Net	Debt Service Annual Assessment Per Unit Gross
Townhome (2)	0	24,429	0	12,881	0	921	980
30'-39' Lot (2)	0	22,984	0	18,139	0	1,297	1,380
40'-49' Lot	154	29,551	3,635,991	23,610	257,657	1,673	1,780
50'-59' Lot (2)	0	36,118	0	28,654	0	2,049	2,180
60'-69' Lot	87	39,402	2,977,289	34,222	210,979	2,425	2,580
70'-79' Lot	81	49,252	3,201,720	39,527	226,883	2,801	2,980
80'+ Lot (2)	0	55,819	0	44,427	0	3,177	3,380
Total	322		9,815,000		695,519		

- (1) Discounts and collection cost from the County Tax Collector and Property Appraiser will be added to the net annual assessments when the uniform method of collection is utilized.
- (2) Par debt and assessments for possible changes in the development plan units.

TABLE 5
Rivers Edge III CDD
Series 2024 Preliminary Assessment Roll

Series 2024 Bonds - Platted Lots

Property Owner	Parcel ID #	Product Type	Asmt Units	Par Debt Per Unit	Net Annual Assessment Per Unit
MATTAMY JACKSONVILLE LLC	000971-0610	60'-69'	1	34,222	2,425
MATTAMY JACKSONVILLE LLC	000971-0620	60'-69'	1	34,222	2,425
MATTAMY JACKSONVILLE LLC	000971-1260	40'-49'	1	23,610	1,673
MATTAMY JACKSONVILLE LLC	000971-1270	40'-49'	1	23,610	1,673
Total Platted Lots			4	115,664	8,197

Series 2024 Bonds - Remaining Acreage

Property Owner	Parcel ID #	Approx Remaining Acres	Par Debt Per Acre	Remaining Total Assigned Debt	Net Annual Assessment Per Acre	Remaining Assigned Net Annual Assessment
MATTAMY JACKSONVILLE LLC	000970-0000	743.06	13,053	9,699,336	925	687,322
Total Remaining Acres		743.06		9,699,336		687,322
Total Series 2024				9,815,000		695,519

Discounts and collection cost from the County Tax Collector and Property Appraiser will be added to the net annual assessments when the uniform method of collection is utilized.

Exhibit C
Legal Description of Series 2024 Assessment Area

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

RiverTown

CDD 3 Parcel

Legal Description

Revised, March 8, 2021

Revised, May 7, 2024

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 44, Township 5 South, Range 26 East, and being also lying within Lots 2 and 3, CLAREMONT Tract, which lies within the Francis P. Fatio Grant, all in St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the most southeasterly corner of BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, recorded in Map Book 46, pages 78 through 89 of the Public Records of said St. Johns County, Florida, and run thence, the following six (6) courses:

Course No. 1: run thence, North 67°28'06" East, departing from aforesaid BARTRAM PLANTATION PHASE TWO boundary, a distance of 67.77 feet, to a point;

Course No. 2: run thence, North 48°52'07" East, a distance of 67.73 feet, to a point;

Course NO. 3: run thence, North 35°22'42" East, a distance of 750.01 feet, to a point;

Course No. 4: run thence, North 29°03'57" East, a distance of 140.74 feet, to a point;

Course No. 5: run thence, North 19°14'03" East, a distance of 78.57 feet, to a point;

Course No. 6: run thence North 10°58'43" East, a distance of 222.77 feet, to a point on the southerly Right of Way line of GREENBRIAR ROAD, (formerly known as STATE ROAD No. 11 and/or BOMBING RANGE ROAD, a variable width Public Road Right of Way, as per Right of Way Map prepared by St. Johns County Surveying and mapping Program, dated April 19, 1999); run thence South 77°13'29" East, along said southerly Right of Way line of GREENBRIAR ROAD, a distance of 300.83 feet, to a point on the monumented westerly boundary of GREENBRIAR SECTION ONE, as recorded in Map Book 14, pages 57 and 58, of the Public Records of said St. Johns County, Florida; run thence, along the westerly line of said GREENBRIAR SECTION ONE, and then along the monumented westerly line of a tract of land formerly owned by the United States of America, (acquired by Condemnation Suit 602-J, Civil), and the same being the easterly line of lands described in Official Records Book 702, page 989

(Parcel 4), of the Public Records of St. Johns County, Florida; run thence, along last said line the following two (2) courses and distances:

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

Course No. 2: run thence, South 00°00'46" West, a distance of 5,903.67 feet, to the monumented southwesterly corner of last said lands; run thence South 77°09'41" East, along the southerly line of a tract of land formerly owned by the United States of America, (acquired by Condemnation Suit 602-J, Civil), and the same being the northerly line of lands described in Official Records Book 702, page 989 (Parcel 4), of the Public Records of St. Johns County, Florida, a distance of 4,607.42 feet, to a point; run thence, the following fifty-seven (57) courses and distances:

Course No. 1: run thence, South 24°05'46" West, a distance of 1,005.35 feet, to a point;

Course No. 2: run thence, South 00°29'55" West, a distance of 449.34 feet, to a point;

Course No. 3: run thence, South 11°21'40" West, a distance of 379.59 feet, to a point;

Course No. 4: run thence, South 59°12'52" West, a distance of 671.93 feet, to a point;

Course No. 5: run thence, South 63°31'14" East, a distance of 448.92 feet, to a point, on the arc of a curve, leading southeasterly;

Course No. 6: run thence, southeasterly, along and around the arc of a curve, being concave northeasterly, and having a radius of 300.00 feet, through a central angle of 33°05'48" to the left, an arc distance of 173.29 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 80°04'08" East, 170.90 feet;

Course No. 7: run thence, North 83°22'57" East, along last said tangency, a distance of 232.62 feet, to the point of curvature, of a curve, leading northeasterly;

Course No. 8: run thence, northeasterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 300.00 feet, through a central angle of 30°06'17" to the left, an arc distance of 157.63 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of North 68°15'57" East, 155.82 feet;

Course No. 9: run thence, North 53°12'48" East, along last said tangency, a distance of 902.30 feet, to the point of curvature, of a curve, leading northeasterly;

Course No. 10: run thence, northeasterly, along and around the arc of a curve, being concave southerly, and having a radius of 550.00 feet, through a central angle of 54°13'27" to the right, an arc distance of 520.51 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of North 80°19'31" East, 501.31 feet;

Course No. 11: run thence, South 72°33'45" East, along last said tangency, a distance of 142.76 feet, to a point;

Course No. 12: run thence, South 17°26'15" West, a distance of 100.00 feet, to a point;

Course No. 13: run thence, South 32°32'33" West, a distance of 64.88 feet, to a point;

Course No. 14: run thence, South 48°52'26" West, a distance of 89.32 feet, to a point;

Course No. 15: run thence, South 12°31'09" East, a distance of 86.15 feet, to a point;

Course No. 16: run thence, South 15°52'52" West, a distance of 54.18 feet, to a point;

Course No. 17: run thence, North 83°22'53" West, a distance of 81.94 feet, to a point;

Course No. 18: run thence, South 57°44'09" West, a distance of 31.24 feet, to a point;

Course No. 19: run thence, South 03°39'53" East, a distance of 29.87 feet, to a point;

Course No. 20: run thence, South 06°18'56" West, a distance of 91.70 feet, to a point;

Course No. 21: run thence, South 10°27'23" East, a distance of 49.55 feet, to a point;

Course No. 22: run thence, South 54°43'22" West, a distance of 17.02 feet, to a point;

Course No. 23: run thence, South 87°11'45" West, a distance of 83.24 feet, to a point;

Course No. 24: run thence, North 51°09'39" West, a distance of 40.25 feet, to a point;

Course No. 25: run thence, North 27°13'03" West, a distance of 33.80 feet, to a point;

Course No. 26: run thence, North 37°53'50" East, a distance of 57.84 feet, to a point;

Course No. 27: run thence, North 39°27'54" West, a distance of 83.19 feet, to a point;

Course No. 28: run thence, North 13°21'39" West, a distance of 20.73 feet, to a point;

Course No. 29: run thence, North 22°47'49" West, a distance of 66.10 feet, to a point;

Course No. 30: run thence, North 43°13'12" West, a distance of 41.54 feet, to a point;

Course No. 31: run thence, North 12°50'15" West, a distance of 55.19 feet, to the point of curvature, of a curve, leading northwesterly;

Course No. 32: run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 15.00 feet, through a central angle of 77°25'58" to the left, an arc distance of 20.27 feet, to the point of tangency, of last said curve, last said arc being subtended by a chord bearing and distance of North 51°33'14" West, 18.76 feet;

Course No. 33: run thence, South 89°43'48" West, along last said tangency, a distance of 31.94 feet, to a point;

Course No. 34: run thence, North 61°08'37" West, a distance of 47.41 feet, to the point of curvature, of a curve, leading westerly;

Course No. 35: run thence, westerly, along and around the arc of a curve, being concave southerly, and having a radius of 15.00, through a central angle of 69°43'18" to the left, an arc distance of 18.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 83°59'44" West, 17.15 feet;

Course No. 36: run thence, South 49°08'05" West, along last said tangency, a distance of 60.87 feet, to a point;

Course No. 37: run thence, South 80°21'55" West, a distance of 25.62 feet, to a point;

Course No. 38: run thence, South 59°11'39" West, a distance of 32.41 feet, to a point;

Course No. 39: run thence, South 33°27'03" West, a distance of 24.29 feet, to a point;

Course No. 40: run thence, South 75°04'23" West, a distance of 99.94 feet, to a point;

Course No. 41: run thence, South 53°12'48" West, a distance of 541.61 feet, to the point of curvature, of a curve, leading southerly;

Course No. 42: run thence, southerly, along and around the arc of a curve, being concave easterly, and having a radius of 20.00 feet, through a central angle of 90°00'00" to the left, an arc distance of 31.42 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 08°12'48" West, 28.28 feet;

Course No. 43: run thence, South 36°47'12" East, a distance of 133.10 feet, to the point of curvature, of a curve, leading southeasterly;

Course No. 44: run thence, southeasterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 400.00 feet, through a central angle of 30°28'12" to the right, an arc distance of 212.72 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 21°33'06" East, 210.22 feet;

Course No. 45: run thence, South 06°18'59" East, along last said tangency, a distance of 702.14 feet, to the point of curvature, of a curve, leading southwesterly;

Course No. 46: run thence, southwesterly, along and around the arc of a curve, being concave northwesterly, and having a radius of 300.00 feet, through a central angle of 58°31'15" to the right, an arc distance of 306.42 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South 22°56'38" West, 293.27 feet;

Course No. 47: run thence, South 52°12'16" West, along last said tangency, a distance of 95.64 feet, to the point of curvature, of a curve, leading southwesterly;

Course No. 48: run thence, southwesterly, along and around the arc of a curve, being concave southeasterly, and having a radius of 300.00 feet, through a

central angle of $30^{\circ}17'46''$ to the left, an arc distance of 158.63 feet, to the point of tangency, of last said curve, said arc being subtended by a chord bearing and distance of South $37^{\circ}03'23''$ West, 156.79 feet;

Course No. 49: run thence, South $21^{\circ}54'27''$ West, along last said tangency, a distance of 151.73 feet, to the point of curvature, of a curve, leading southerly;

Course No. 50: run thence, Southerly, along and around the arc of a curve, being concave easterly, and having a radius of 500.00 feet, through a central angle of $42^{\circ}22'56''$ to the left, an arc distance of 369.85 feet, to a point, last said arc being subtended by a chord bearing and distance of South $00^{\circ}42'59''$ West, 361.48 feet;

Course No. 51: run thence, South $69^{\circ}31'29''$ West, departing from last said arc, a distance of 100.00 feet, to a point, on the arc of a curve, leading northerly;

Course No. 52: run thence, northerly, along and around the arc of a curve, being concave easterly, and having a radius of 600.00 feet, through a central angle of $02^{\circ}51'35''$ to the right, an arc distance of $02^{\circ}51'35''$ to the right, an arc distance of 29.95 feet, to a point, last said arc being subtended by a chord bearing and distance of North $19^{\circ}02'43''$ West, 29.95 feet;

Course No. 53: run thence, South $69^{\circ}21'44''$ West, departing from last said arc, a distance of 143.03 feet, to a point;

Course No. 54: run thence, South $85^{\circ}59'26''$ West, a distance of 226.33 feet, to a point;

Course No. 55: run thence, South $79^{\circ}31'49''$ West, a distance of 204.53 feet, to a point;

Course No. 56: run thence, South $40^{\circ}20'58''$ West, a distance of 304.15 feet, to a point;

Course No. 57: run thence, South $63^{\circ}03'16''$ West, a distance of 525.37 feet, to a point on the northeasterly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785); run thence, along the aforesaid northeasterly Right of Way line of STATE ROAD No. 13, the following four (4) courses and distances:

Course No. 1: run thence, northwesterly, along and around the arc of a curve, being concave westerly, and having a radius of 1,491.25 feet, through a central angle of $59^{\circ}41'20''$ to the left, an arc distance of 1,553.54 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $16^{\circ}44'45''$ West, 1,484.23 feet;

Course No. 2: run thence, North $46^{\circ}35'25''$ West, along last said tangency, a distance of 1,725.01 feet, to the point of curvature, of a curve leading westerly;

Course No. 3: run thence westerly, along and around the arc of a curve, being concave southerly, and having a radius of 2,914.90 feet, through a central angle of $42^{\circ}24'00''$ to the left, an arc distance of 2,157.08 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of North $67^{\circ}47'25''$ West, 2,108.20 feet;

Course No. 4: run thence, North $88^{\circ}59'25''$ West, along last said tangency, a distance of 136.96 feet; thence departing from the aforesaid northeasterly Right

of Way line of STATE ROAD No. 13, run the following eighteen (18) courses and distances:

Course No. 1: run thence, North $51^{\circ}46'02''$ West, a distance of 108.71 feet, to a point;

Course No. 2: run thence, North $28^{\circ}34'09''$ West, a distance of 217.98 feet, to a point;

Course No. 3: run thence, North $45^{\circ}29'39''$ West, a distance of 582.53 feet, to a point;

Course No. 4: run thence, North $14^{\circ}47'42''$ West, a distance of 382.17 feet, to a point;

Course No. 5: run thence, North $25^{\circ}36'05''$ West, a distance of 222.60 feet, to a point;

Course No. 6: run thence, North $37^{\circ}16'32''$ West, a distance of 251.19 feet, to a point;

Course No. 7: run thence, North $15^{\circ}04'45''$ West, a distance of 454.83 feet, to a point;

Course No. 8: run thence, South $69^{\circ}56'52''$ West, a distance of 500.85 feet, to a point;

Course No. 9: run thence, South $78^{\circ}34'06''$ West, a distance of 591.54 feet, to a point;

Course No. 10: run thence, North $10^{\circ}08'34''$ West, a distance of 500.54 feet, to a point;

Course No. 11: run thence, North $05^{\circ}08'54''$ East, a distance of 343.48 feet, to a point;

Course No. 12: run thence, South $86^{\circ}38'10''$ West, a distance of 131.22 feet, to a point;

Course No. 13: run thence South $32^{\circ}15'18''$ West, a distance of 417.65 feet, to a point;

Course No. 14: run thence, South $80^{\circ}37'31''$ West, a distance of 371.02 feet, to a point;

Course No. 15: run thence, North $73^{\circ}41'07''$ West, a distance of 151.04 feet, to a point;

Course No. 16: run thence, South $79^{\circ}35'36''$ West, a distance of 270.11 feet, to a point;

Course No. 17: run thence, North $46^{\circ}58'09''$ West, a distance of 330.95 feet, to a point;

Course No. 18: run thence, North $86^{\circ}04'53''$ West, a distance of 283.56 feet, to a point, on the easterly Right of Way line of STATE ROAD No. 13; run thence, along the aforesaid easterly Right of Way line of STATE ROAD No. 13, the following three (3) courses and distances:

Course No. 1: run thence, North $12^{\circ}11'31''$ East, a distance of 638.25 feet, to the point of curvature, of a curve leading northerly;

Course No. 2: run thence northerly, along and around the arc of a curve, being concave westerly, and having a radius of 2,914.89 feet, through a central angle of $20^{\circ}40'00''$ to the right, an arc distance of 1,051.41 feet, to the point of tangency

of last said curve, said arc being subtended by a chord bearing and distance of North 01°51'31" East, 1,045.71 feet;

Course No. 3: run thence, North 08°28'29" West, along last said tangency, a distance of 2,119.40 feet, to a point on the monumented southerly line of lands described and recorded in Deed Book "K", page 347 of the Public Records of said St. Johns County, Florida; run thence, along last said line, and also being the southerly line of those lands described and recorded in Official Records Book 878, page 1283 of the Public Records of St. Johns County, Florida, the following two (2) courses and distances:

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

Course No. 2: run thence, North 54°15'52" East, a distance of 4,016.06 feet, to a point, said point also lying on the southerly boundary of BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, recorded in Map Book 46, pages 78 through 89 of the Public Records of St. Johns County, Florida; run thence, South 89°20'59" East, along last said line, a distance of 883.58 feet, to the aforesaid most southeasterly corner of BARTRAM PLANTATION PHASE TWO, as shown on the plat thereof, recorded in Map Book 46, pages 78 through 89 of the Public Records of said St. Johns County, Florida, and the POINT OF BEGINNING.

The lands thus described contains 43,087,062 square feet, or 989.14 acres, more or less, in area.

LESS AND EXCEPT the Plat of "HAVEN at RIVERTOWN – PHASE ONE", as shown on the plat thereof, recorded in Map Book 103, pages 80 through 89 of the Public Records of St. Johns County, Florida, aforesaid plat containing 2,225,408 square feet, or 51.08 Acres. HOWEVER, a portion of said Plat lies within Rivers Edge CDD, said portion containing 122,299 square feet, or 2.80 Acres, more or less, in area, leaving a residual of 2,103,109 square feet or 48.28 Acres, lying within the boundaries of Rivers Edge 3 CDD.

FURTHER LESS AND EXCEPT the Plat of "HAVEN at RIVERTOWN – PHASE TWO, as shown on the plat thereof, recorded in Map Book 107, pages 38 through 46 of the Public Records of St. Johns County, Florida, aforesaid plat containing 37.30 acres, more or less, in area.

FURTHER LESS AND EXCEPT the Plat of "RIVERTOWN SETTLEMENT (PARCEL 29), as shown on the plat thereof, recorded in Map Book 114, pages 7 through 16 of the Public Records of St. Johns County, Florida, aforesaid plat containing 49.77 acres, more or less, in area.

FURTHER LESS AND EXCEPT the Plat of "RIVERTOWN RAVINES (Phase 1), as shown on the plat thereof, recorded in Map Book 121, pages 67 through 79 of

the Public Records of St. Johns County, Florida, aforesaid plat containing 60.36 acres, more or less, in area.

FURTHER LESS AND EXCEPT the Plat of "RIVERTOWN RAVINES (Phase 2), as shown on the plat thereof, record in Map Book 121, pages 50 through 60 of the Public Records of St. Johns County, Florida, aforesaid plat contained 47.57 acres, more or less, in area.

Total acreage remaining in the Rivers Edge 3 CDD... 745.86 acres.

Note: This legal is NOT to determine ownership.

Exhibit D
Maturities and Coupons of Series 2024 Bonds

BOND PRICING

**Rivers Edge III Community Development District
(St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2024
PRICING DATE: Tuesday, April 30, 2024
FINAL PRICING NUMBERS**

<i>Bond Component</i>	<i>Maturity Date</i>	<i>CUSIP</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Term Bond due 2031:						
	05/01/2026		130,000	4.800%	4.800%	100.000
	05/01/2027		140,000	4.800%	4.800%	100.000
	05/01/2028		145,000	4.800%	4.800%	100.000
	05/01/2029		155,000	4.800%	4.800%	100.000
	05/01/2030		160,000	4.800%	4.800%	100.000
	05/01/2031	76882N AE2	<u>170,000</u>	4.800%	4.800%	100.000
			900,000			
Term Bond due 2044:						
	05/01/2032		175,000	5.650%	5.650%	100.000
	05/01/2033		190,000	5.650%	5.650%	100.000
	05/01/2034		200,000	5.650%	5.650%	100.000
	05/01/2035		210,000	5.650%	5.650%	100.000
	05/01/2036		220,000	5.650%	5.650%	100.000
	05/01/2037		235,000	5.650%	5.650%	100.000
	05/01/2038		250,000	5.650%	5.650%	100.000
	05/01/2039		265,000	5.650%	5.650%	100.000
	05/01/2040		280,000	5.650%	5.650%	100.000
	05/01/2041		295,000	5.650%	5.650%	100.000
	05/01/2042		315,000	5.650%	5.650%	100.000
	05/01/2043		330,000	5.650%	5.650%	100.000
	05/01/2044	76882N AF9	<u>350,000</u>	5.650%	5.650%	100.000
			3,315,000			
Term Bond due 2055:						
	05/01/2045		370,000	5.950%	5.950%	100.000
	05/01/2046		395,000	5.950%	5.950%	100.000
	05/01/2047		420,000	5.950%	5.950%	100.000
	05/01/2048		445,000	5.950%	5.950%	100.000
	05/01/2049		470,000	5.950%	5.950%	100.000
	05/01/2050		500,000	5.950%	5.950%	100.000
	05/01/2051		530,000	5.950%	5.950%	100.000
	05/01/2052		565,000	5.950%	5.950%	100.000
	05/01/2053		595,000	5.950%	5.950%	100.000
	05/01/2054		635,000	5.950%	5.950%	100.000
	05/01/2055	76882N AG7	<u>675,000</u>	5.950%	5.950%	100.000
			5,600,000			
			9,815,000			

Dated Date	05/17/2024	
Delivery Date	05/17/2024	
First Coupon	11/01/2024	
Par Amount	9,815,000.00	
Original Issue Discount		
Production	9,815,000.00	100.000000%
Underwriter's Discount	<u>-196,300.00</u>	<u>-2.000000%</u>
Purchase Price	9,618,700.00	98.000000%
Accrued Interest		
Net Proceeds	<u>9,618,700.00</u>	

Exhibit E
Sources and Uses of Funds for Series 2024 Bonds

SOURCES AND USES OF FUNDS

**Rivers Edge III Community Development District
 (St. Johns County, Florida)
 Capital Improvement Revenue Bonds, Series 2024
 PRICING DATE: Tuesday, April 30, 2024
 FINAL PRICING NUMBERS**

Dated Date 05/17/2024
 Delivery Date 05/17/2024

Sources:

Bond Proceeds:	
Par Amount	9,815,000.00
<hr/>	
	9,815,000.00

Uses:

Project Fund Deposits:	
Project Fund	8,223,722.59
Other Fund Deposits:	
Capitalized Interest Fund thru 11/1/2025	820,493.03
Debt Service Reserve Fund @ 50% of MADS	347,759.38
	<hr/> 1,168,252.41
Delivery Date Expenses:	
Cost of Issuance	226,725.00
Underwriter's Discount	196,300.00
	<hr/> 423,025.00
	<hr/> 9,815,000.00

Note: Callable: May 1, 2034 @ par

Exhibit F
Annual Debt Service Payment Due on Series 2024 Bonds

BOND DEBT SERVICE

**Rivers Edge III Community Development District
(St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2024
PRICING DATE: Tuesday, April 30, 2024
FINAL PRICING NUMBERS**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
11/01/2024			256,795.53	256,795.53	256,795.53
05/01/2025			281,848.75	281,848.75	
11/01/2025			281,848.75	281,848.75	563,697.50
05/01/2026	130,000	4.800%	281,848.75	411,848.75	
11/01/2026			278,728.75	278,728.75	690,577.50
05/01/2027	140,000	4.800%	278,728.75	418,728.75	
11/01/2027			275,368.75	275,368.75	694,097.50
05/01/2028	145,000	4.800%	275,368.75	420,368.75	
11/01/2028			271,888.75	271,888.75	692,257.50
05/01/2029	155,000	4.800%	271,888.75	426,888.75	
11/01/2029			268,168.75	268,168.75	695,057.50
05/01/2030	160,000	4.800%	268,168.75	428,168.75	
11/01/2030			264,328.75	264,328.75	692,497.50
05/01/2031	170,000	4.800%	264,328.75	434,328.75	
11/01/2031			260,248.75	260,248.75	694,577.50
05/01/2032	175,000	5.650%	260,248.75	435,248.75	
11/01/2032			255,305.00	255,305.00	690,553.75
05/01/2033	190,000	5.650%	255,305.00	445,305.00	
11/01/2033			249,937.50	249,937.50	695,242.50
05/01/2034	200,000	5.650%	249,937.50	449,937.50	
11/01/2034			244,287.50	244,287.50	694,225.00
05/01/2035	210,000	5.650%	244,287.50	454,287.50	
11/01/2035			238,355.00	238,355.00	692,642.50
05/01/2036	220,000	5.650%	238,355.00	458,355.00	
11/01/2036			232,140.00	232,140.00	690,495.00
05/01/2037	235,000	5.650%	232,140.00	467,140.00	
11/01/2037			225,501.25	225,501.25	692,641.25
05/01/2038	250,000	5.650%	225,501.25	475,501.25	
11/01/2038			218,438.75	218,438.75	693,940.00
05/01/2039	265,000	5.650%	218,438.75	483,438.75	
11/01/2039			210,952.50	210,952.50	694,391.25
05/01/2040	280,000	5.650%	210,952.50	490,952.50	
11/01/2040			203,042.50	203,042.50	693,995.00
05/01/2041	295,000	5.650%	203,042.50	498,042.50	
11/01/2041			194,708.75	194,708.75	692,751.25
05/01/2042	315,000	5.650%	194,708.75	509,708.75	
11/01/2042			185,810.00	185,810.00	695,518.75
05/01/2043	330,000	5.650%	185,810.00	515,810.00	
11/01/2043			176,487.50	176,487.50	692,297.50
05/01/2044	350,000	5.650%	176,487.50	526,487.50	
11/01/2044			166,600.00	166,600.00	693,087.50
05/01/2045	370,000	5.950%	166,600.00	536,600.00	
11/01/2045			155,592.50	155,592.50	692,192.50
05/01/2046	395,000	5.950%	155,592.50	550,592.50	
11/01/2046			143,841.25	143,841.25	694,433.75
05/01/2047	420,000	5.950%	143,841.25	563,841.25	
11/01/2047			131,346.25	131,346.25	695,187.50
05/01/2048	445,000	5.950%	131,346.25	576,346.25	
11/01/2048			118,107.50	118,107.50	694,453.75
05/01/2049	470,000	5.950%	118,107.50	588,107.50	
11/01/2049			104,125.00	104,125.00	692,232.50
05/01/2050	500,000	5.950%	104,125.00	604,125.00	
11/01/2050			89,250.00	89,250.00	693,375.00
05/01/2051	530,000	5.950%	89,250.00	619,250.00	
11/01/2051			73,482.50	73,482.50	692,732.50
05/01/2052	565,000	5.950%	73,482.50	638,482.50	
11/01/2052			56,673.75	56,673.75	695,156.25
05/01/2053	595,000	5.950%	56,673.75	651,673.75	
11/01/2053			38,972.50	38,972.50	690,646.25
05/01/2054	635,000	5.950%	38,972.50	673,972.50	
11/01/2054			20,081.25	20,081.25	694,053.75
05/01/2055	675,000	5.950%	20,081.25	695,081.25	
11/01/2055					695,081.25
	9,815,000		11,805,884.28	21,620,884.28	21,620,884.28

BOND DEBT SERVICE

**Rivers Edge III Community Development District
(St. Johns County, Florida)
Capital Improvement Revenue Bonds, Series 2024
PRICING DATE: Tuesday, April 30, 2024
FINAL PRICING NUMBERS**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
11/01/2024			256,795.53	256,795.53
11/01/2025			563,697.50	563,697.50
11/01/2026	130,000	4.800%	560,577.50	690,577.50
11/01/2027	140,000	4.800%	554,097.50	694,097.50
11/01/2028	145,000	4.800%	547,257.50	692,257.50
11/01/2029	155,000	4.800%	540,057.50	695,057.50
11/01/2030	160,000	4.800%	532,497.50	692,497.50
11/01/2031	170,000	4.800%	524,577.50	694,577.50
11/01/2032	175,000	5.650%	515,553.75	690,553.75
11/01/2033	190,000	5.650%	505,242.50	695,242.50
11/01/2034	200,000	5.650%	494,225.00	694,225.00
11/01/2035	210,000	5.650%	482,642.50	692,642.50
11/01/2036	220,000	5.650%	470,495.00	690,495.00
11/01/2037	235,000	5.650%	457,641.25	692,641.25
11/01/2038	250,000	5.650%	443,940.00	693,940.00
11/01/2039	265,000	5.650%	429,391.25	694,391.25
11/01/2040	280,000	5.650%	413,995.00	693,995.00
11/01/2041	295,000	5.650%	397,751.25	692,751.25
11/01/2042	315,000	5.650%	380,518.75	695,518.75
11/01/2043	330,000	5.650%	362,297.50	692,297.50
11/01/2044	350,000	5.650%	343,087.50	693,087.50
11/01/2045	370,000	5.950%	322,192.50	692,192.50
11/01/2046	395,000	5.950%	299,433.75	694,433.75
11/01/2047	420,000	5.950%	275,187.50	695,187.50
11/01/2048	445,000	5.950%	249,453.75	694,453.75
11/01/2049	470,000	5.950%	222,232.50	692,232.50
11/01/2050	500,000	5.950%	193,375.00	693,375.00
11/01/2051	530,000	5.950%	162,732.50	692,732.50
11/01/2052	565,000	5.950%	130,156.25	695,156.25
11/01/2053	595,000	5.950%	95,646.25	690,646.25
11/01/2054	635,000	5.950%	59,053.75	694,053.75
11/01/2055	675,000	5.950%	20,081.25	695,081.25
	9,815,000		11,805,884.28	21,620,884.28

B.

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

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

AGREEMENT BY AND BETWEEN THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT AND MATTAMY JACKSONVILLE LLC, REGARDING THE TRUE-UP AND PAYMENT OF ASSESSMENTS

THIS AGREEMENT is made and entered into as of this 17th day of May 2024, by and between:

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

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company, authorized to transact business in the State of Florida, with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (together with its successors and assigns, the “**Landowner**”).

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure, including but not limited to roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the primary owner and/or developer of certain lands located within the boundaries of the District as further described in the attached **Exhibit A** (the “**Series 2024 Assessment Area**”); and

WHEREAS, a Final Judgment was issued on August 31, 2020, validating the authority of the District to issue up to \$60,245,000 in aggregate principal amount of Rivers Edge III

Community Development District Capital Improvement Revenue Bonds to finance the acquisition, construction, installation, maintenance and operation of community development facilities, services and improvements within and without the boundaries of the District as authorized by the Act and as set forth in the District's previously adopted *Master Improvement Plan Report*, dated June 5, 2020 (the "**Master Improvement Plan**"); and

WHEREAS, the District previously issued its \$9,880,000 in Capital Improvement Revenue Bonds, Series 2021, to fund a portion of the first phase of its Master Improvement Plan; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, services and real property necessary for the second phase of its Master Improvement Plan (the "**Phase 2 Project**"), as detailed in the *Supplemental Engineer's Report Series 2024 Bonds*, dated April 4, 2024; and

WHEREAS, the District intends to finance a portion of the Phase 2 Project through the anticipated issuance of its **\$9,815,000** in aggregate principal amount of Rivers Edge III Community Development District Capital Improvement Revenue Bonds, Series 2024 (the "**2024 Bonds**" and the portion of the Phase 2 Project financed thereby, the "**Series 2024 Project**"); and

WHEREAS, pursuant to District Resolution Nos. 2020-29, 2020-36 and 2024-__ (the "**Assessment Resolutions**"), the District imposed special assessments on the Assessment Area within the District to secure the repayment of the 2024 Bonds (the "**Assessments**"); and

WHEREAS, Landowner agrees that all lands within Series 2024 Assessment Area benefit from the timely design, construction, or acquisition of the improvements that make up the Master Improvement Plan and the Phase 2 Project; and

WHEREAS, Landowner agrees that the Assessments which were imposed on the Series 2024 Assessment Area of the District have been validly imposed and constitute valid, legal and binding liens upon the Series 2024 Assessment Area, which Assessments remain unsatisfied; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Assessments on the Series 2024 Assessment Area within the District, including the levy and lien of the master assessments; and

WHEREAS, the *Master Special Assessment Methodology Report*, dated June 8, 2020; as supplemented as to the 2024 Bonds by the *Series 2024 Supplemental Special Assessment Methodology Report*, dated May 1, 2024, (together, the "**Assessment Report**"), provides that as lands within the Series 2024 Assessment Area are platted, the allocation of the amounts assessed to and constituting a lien upon Series 2024 Assessment Area lands will be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed within the Series 2024 Assessment Area, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the Series 2024 Assessment Area will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, the District's Assessment Report anticipates a mechanism by which certain payments will be made to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the Assessment Report (which payments shall collectively be referenced as the “**True-Up Payment**”); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner’s intention and obligation, if required, to make or cause to be made the True-Up Payment related to the Assessments, subject to the terms and conditions contained herein.

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

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

SECTION 2. VALIDITY OF ASSESSMENTS. Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Assessments imposed as a lien by the District are legal, valid, and binding liens running with the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Assessments.

SECTION 3. PAYMENT OF ASSESSMENTS.

- A. Landowner agrees that to the extent Landowner fails to timely pay all Assessments collected by mailed notice of the District, said unpaid Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year or may be foreclosed on as provided for in Florida law.
- B. Landowner agrees that the provisions of this Agreement shall constitute a covenant running with the Series 2024 Assessment Area and shall remain in full force and effect and be binding upon Landowner, its legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

- A. *Assumptions as to the Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner anticipates that a total of at least three hundred twenty-two (322) single-family units, as more specifically described by unit size/number in the Assessment Report, composing 303.75 total ERUs, will be constructed within the Series 2024 Assessment Area.
- B. *Process for Reallocation of Assessments.* For unplatted tracts, the Assessments will initially be levied on 4 platted lots in Parcel 35-2 and 743.06 undeveloped acres in the remainder of the District and will be reallocated as lands are platted (the “**Reallocation**”). In connection with such platting of acreage, the Assessments imposed on the acreage being platted will be allocated based upon the actual number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Assessments to the residential product types being platted and the remaining property in accordance with the Assessment Report and cause such Reallocation to be recorded in the District’s Improvement Lien Book.
- (i) It is an express condition of the lien established by the Assessment Resolutions that at the time of recording any and all plats containing any portion of the lands within the Series 2024 Assessment Area, as the District’s boundaries may be amended from time to time, shall be presented to the District for review, approval and allocation of the Assessments to the product types being platted and the remaining property in accordance with the Assessment Report. Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board shall be required. The District’s review of the plats shall be limited solely to the Reallocation of Assessments and enforcement of the District’s assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.
- (ii) As acreage within the Series 2024 Assessment Area is platted (each such date being a “**True-Up Date**”), the District shall determine if the debt per developable acre remaining on the unplatted lands within the Assessment Area exceeds the maximum debt per developable acre of **\$13,053.23** , and if it is, a debt reduction payment in the amount of such excess debt per developable acre (the “**True-Up Payment**”) shall become immediately due and payable by Landowner that tax year in accordance with the District’s Assessment Report, in addition to the regular assessment installment payable for lands owned by the Landowner. The District will ensure collection of such amounts in a timely manner in order to meet its debt services obligations, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District’s timely payments of the debt services obligations on the 2024 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii). The foregoing is based on the District's understanding with Landowner that the maximum debt per developable acre for the Series 2024 Assessment Area is **\$13,053.23**. If the strict application of the true-up methodology to any Reallocation for any plat pursuant to this section would result in assessments collected in excess of the District's total debt service obligation for the 2024 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments.

SECTION 5. ENFORCEMENT. This Agreement is intended to be a method of enforcement of Landowner's obligation to abide by the requirements of the Reallocation of Assessments to platted units, including the making of the True-Up Payment, as set forth in the Assessment Resolutions. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of actual damages (not consequential, special or punitive damages), injunctive relief, and specific performance.

SECTION 6. ASSIGNMENT.

- A. ***Agreement Runs with Land*** – This Agreement shall constitute a covenant running with title to the Series 2024 Assessment Area, binding upon Landowner and its successors and assigns as to the Series 2024 Assessment Area lands or portions thereof, and any transferee of any portion of the Assessment Area lands as set forth in this Section, except as permitted by Section 6.B., below, or subject to the conditions set forth in Section 6.C., herein.
- B. ***Exceptions*** – Landowner shall not transfer any portion of Series 2024 Assessment Area lands to any third party without complying with the terms of Section 6.C. herein, other than:
- i. Platted and fully developed lots to homebuilders restricted from re-platting;
 - ii. Platted and fully developed lots to end users; and
 - iii. Portions of Series 2024 Assessment Area lands which are exempt from assessments to the County, the District, a homeowners' association, or other governmental agencies.
 - iv. Any transfer of any portion of Series 2024 Assessment Area lands pursuant to subsections (i), (ii) or (iii) listed above shall constitute an automatic release of such portion of Series 2024 Assessment Area lands from the scope and effect of this Agreement; provided, however, that any True-Up Payment owing is paid prior to such transfer.
- C. ***Transfer Conditions*** – Landowner shall not transfer any portion of the Series 2024 Assessment Area lands to any third party, except as permitted by Section 6.B. above, without satisfying the following condition (“**Transfer Condition**”): satisfying any True-Up Payment that results from any true-up determinations made by the District incident to such transfer. Any transfer that is consummated pursuant to this Section shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Series 2024 Assessment Area lands only arising from and after the date of such transfer and

satisfaction of all of the Transfer Condition including payment of any True-Up Payments due, and the transferee, which by recording or causing to be recorded in the Official Records of the County, the deed transferring such portion to the transferee shall be deemed to assume Landowner’s obligations in accordance herewith shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Series 2024 Assessment Area lands so transferred. Regardless of whether the conditions of this subsection are met, any transferee, other than those specified in Section 6.B. herein, shall take title subject to the terms of this Agreement.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys’ fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 8. NOTICE. All notices, requests, consents, and other communications hereunder (the “Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, as follows:

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

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Lauren Gentry

B. If to the Landowner: Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: General Counsel

With a copy to: Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, FL 32086
Attn: Ellen Avery-Smith

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next

business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 9. ASSIGNMENT. No party may assign its rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written consent of the other party, whose consent shall not be unreasonably withheld. Any purported assignment by either party absent the prior written consent of the other party as required by this section shall be void and unenforceable.

SECTION 10. AMENDMENT. This Agreement shall constitute the entire agreement between the parties as to the matters set forth herein and may be modified in writing only by the mutual agreement of the parties and with the prior written consent of the Trustee of the 2024 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the 2024 Bonds then outstanding.

SECTION 11. TERMINATION. This Agreement shall continue in effect until satisfied or until it is rescinded in writing by the mutual assent of the parties and with the prior written consent of the Trustee of the 2024 Bonds, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the 2024 Bonds then outstanding, whichever is sooner.

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

SECTION 13. BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the 2024 Bonds, on behalf of the Majority Owners (as defined in the Second Supplemental Indenture, dated as of May 1, 2024) of the 2024

Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 14. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida. The parties agree and consent that proper venue for any dispute arising out of this Agreement, whether in or out of court, shall be in St. Johns County, Florida.

SECTION 16. EXECUTION IN 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.

SECTION 17. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

SECTION 18. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

[Signature pages follow]

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

WITNESSES:

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

Witness Signature
Printed name: _____
Address: _____

Witness Signature
Printed name: _____
Address: _____

By: Clifford L. Nelson
Its: Vice President

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of May, 2024, by Clifford L. Nelson, as Vice President of Mattamy Jacksonville LLC, for and on behalf of said entity. She/He is personally known to me or produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature
Printed name: _____
Address: _____

Chairman, Board of Supervisors

Witness Signature
Printed name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May, 2024, by _____, as Chairman of the Board of Supervisors of the Rivers Edge III Community Development District, for and on behalf of the District. He is personally known to me or produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

Exhibit A: Description of Series 2024 Assessment Area

EXHIBIT A
Description of Series 2024 Assessment Area

C.

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

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

COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS

This Collateral Assignment and Assumption of Development Rights (the “**Assignment**”) is made and entered into this 17th day of May 2024, by and between:

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company, authorized to transact business in the State of Florida, with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (together with its successors and assigns, the “**Landowner**”); and

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

RECITALS

WHEREAS, the District was established by ordinance enacted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the Landowner is the owner of certain lands and maintains development rights for the lands within the boundaries of the District, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Landowner Land**”); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services within and without the District, as described in that certain *Master Improvement Plan Report*, dated June 5, 2020 (“**Master Report**,” and the project described in the Master Report, the “**Master Project**”); and

WHEREAS, the cost of the Master Project is estimated to total approximately **\$46,830,593.11**; and

WHEREAS, the District previously issued its \$9,880,000 in Capital Improvement Revenue Bonds, Series 2021, to fund a portion of the first phase of its Master Project; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, services and real property necessary for the second phase of its Master Improvement Plan (the “**Phase 2 Project**”), as detailed in the *Supplemental Engineer’s Report Series 2024 Bonds*, dated April 4, 2024 (“**Supplemental Report**” and together with the Master Report, the “**Engineer’s Report**”); and

WHEREAS, the District intends to finance a portion of the Phase 2 Project through the anticipated issuance of \$_____ in aggregate principal amount of Rivers Edge III Community Development District Capital Improvement Revenue Bonds, Series 2024 (the “**2024 Bonds**”); and

WHEREAS, pursuant to Resolutions 2020-29, 2020-36 and 2024-___, the District has imposed special assessments on the Landowner Land (the “**Series 2024 Assessment Area**”) to secure the repayment of the 2024 Bonds, and may impose additional special assessments in the future to secure future series of bonds (together, the “**Assessments**”), all in accordance with the *Master Special Assessment Methodology Report*, dated June 8, 2020, and the *Series 2024 Supplemental Special Assessment Methodology Report*, dated May 1, 2024, (together, the “**Assessment Report**”);; and

WHEREAS, the Landowner has acquired, or hereafter may acquire, certain rights (the “**Development and Contract Rights**”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the Landowner Land, the Series 2024 Assessment Area, and the Master Project (collectively the “**Contract Documents**”); and

WHEREAS, the District and the Developer anticipate development of the Series 2024 Assessment Area, and the allocation of Assessments thereon, consistent with the Engineer’s Report and the Assessment Report until such time as the approval of a plat, declaration of condominium and/or site plan of all Series 2024 Assessment Area, true-up payments, if any are due, will be made pursuant to a separate true-up agreement being entered into between the District and the Landowner concurrently herewith, and all such lots will be sold to homebuilders or homebuyers (hereinafter referred to as “**Development Completion**”); and

WHEREAS, in the event of default in the payment of the Assessments securing the 2024 Bonds, and the passage of any applicable cure period without cure being made, the District has certain remedies with respect to the lien of the Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (the “**Remedial Rights**”); and

WHEREAS, as an inducement to the District to issue its 2024 Bonds, it is necessary to require the assignment of the Development and Contract Rights to complete the Master Project as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Assessment Report; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Master Project as anticipated by and at substantially the densities and intensities envisioned in the Master Report and the Assessment Report and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Assessments levied against the Landowner Land so long as it

owns the relevant portion of the Landowner Land, which failure is not cured within any applicable cure period; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Landowner Land, any and all affiliated entities or successors-in-interest to the Landowner Lands shall be subject to this Assignment, which shall be recorded in the Official Records of St. Johns County, Florida, except as set forth in this Assignment; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Master Project.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the District and the Landowner agree as follows:

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

SECTION 2. COLLATERAL ASSIGNMENT.

A. In the event the Landowner fails to timely pay the Assessments, the District shall be entitled to exercise its Remedial Rights. Such exercise of Remedial Rights by the District may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity (“**SPE**”) to hold title to the Landowner Land, as designee of the District. The Landowner hereby agrees to collaterally assign to the District or its designee, to the extent assignable, and to the extent that they are owned or controlled by Landowner or subsequently acquired by the Landowner, all of its Development and Contract Rights as security for Landowner’s payment and performance and discharge of its obligation to pay the Assessments levied against the Landowner Land; provided, however, that such assignment is and shall be non-exclusive to the extent that any of the Development and Contract Rights pertain to lands or entitlements other than those included within or attributable to the Master Project or the Series 2024 Assessment Area. Notwithstanding any contrary terms in this Assignment, the Development and Contract Rights exclude: (i) any portion of the Development and Contract Rights which relate solely to lots which have been conveyed to homebuilders or other owners effective as of such conveyance, and (ii) any portion of the Development and Contract Rights which relate solely to any portion of the Landowner Land which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to St. Johns County, the District, any homebuilder, any utility provider, governmental or quasi-governmental entity, any applicable homeowner’s or property owner’s association or other governing entity or association, in each case effective as of such transfer, conveyance and/or dedication, as applicable (each a “**Prior Transfer**”). Subject to the foregoing, the Development and Contract Rights shall include, but not be limited to, the following:

1. Any declaration of covenants of a homeowner’s association governing the Landowner Land, as recorded in the Official Records of St. Johns County, Florida, and as the same may be supplemented, amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options controlled by the Landowner.

2. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements to or affecting the Landowner Land.

3. Preliminary and final plats and/or site plans for the Landowner Land.

4. Architectural plans and specifications for buildings and other improvements to the Landowner Land, other than those associated with homebuilding and home construction.

5. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the Landowner Land or the Master Project and construction of improvements thereon.

6. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the Landowner Land or the Master Project or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

7. Franchise or other agreements for the provision of water and wastewater service to the Landowner Land, and all hookup fees and utility deposits paid by Landowner in connection therewith.

8. Permit fees, deposits and other assessments and impositions paid by Landowner to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Landowner from any governmental authority or utility provider to the extent that the improvements for which such credits are granted were financed by the District, including credit for any dedication or contribution of Landowner Land by Landowner in connection with the development of the Series 2024 Assessment Area or the construction of improvements thereon.

9. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Landowner arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

B. This Assignment is not intended to and shall not impair or interfere with the development of the Series 2024 Assessment Area, including, without limitation, any purchase and sale agreements for lots subject to a plat and/or site plan with homebuilders or homeowners (the “**Builder Contracts**”) or the governmental entities pursuant to Section 2.A (ii) hereof, and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Assessments levied against the Landowner Land, and the Trustee or its assignee acquires any Landowner Land as a result of its exercise of its Remedial Rights; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms hereof.

C. If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the 2024 Bonds in full; (ii) Development Completion; and (iii) upon a Prior Transfer as to the portion of the Landowner Land which are subject to the Prior Transfer (herein, the “**Term**”). Without limiting the foregoing, upon a Prior Transfer, the portion of the Landowner Land so transferred shall be deemed released automatically from the terms, scope and encumbrance of this Assignment, whether or not the Term has expired as to any other portion of the Landowner Land and without any written release or certification being required from the District or any other person or entity, and any transferee and title examiner may rely on the foregoing automatic release in insuring title to such portion of the Landowner Land so transferred without making exception for this Assignment. At Landowner’s request from time to time, District and Landowner will record a notice or other appropriate instrument in the Official Records of St. Johns County, Florida, confirming the end of the Term or the release of any property encumbered by this Assignment (and any other instrument encumbering the property of Landowner), subject to the reasonable approval of the District and subject to conformance with the Master Project and documents applicable thereto.

SECTION 3. LANDOWNER WARRANTIES. The Landowner represents and warrants to the District that, subject to the Builder Contracts now or hereafter executed by the Landowner:

A. Other than in connection with the sale of lots to homeowners located within Landowner Land and in the ordinary course of business, the Landowner has made no assignment of the Development and Contract Rights to any person other than the District.

B. To the actual knowledge of the Landowner, the Landowner has not done any act or omitted to do any act which will prevent the District from, or limit the District in, acting under any of the provisions hereof.

C. To the actual knowledge of the Landowner, there is no material default under the terms of the existing Contract Documents, subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

D. The Landowner is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

E. No action has been brought or threatened which would in any way interfere with the right of the Landowner to execute this Assignment and perform all of its obligations herein contained.

F. Any transfer, conveyance or sale of the Landowner Lands (other than a Prior Transfer) shall subject any and all successors-in-interest of the Landowner to this Assignment.

SECTION 4. LANDOWNER COVENANTS. The Landowner covenants with the District that during the Term (as defined above):

A. The Landowner will use reasonable, good faith efforts to: (i) cause to be fulfilled, performed and observed each and every material condition and covenant of the Landowner relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to the District of any claim of material

default relating to the Development and Contract Rights given to or by the Landowner, together with a complete copy of any such claim.

B. In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Landowner or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Landowner, the Landowner shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred and twenty (120) days.

SECTION 5. DISTRICT OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

SECTION 6. EVENT(S) OF DEFAULT. Any breach of the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, shall, after the giving of notice and an opportunity to cure (which cure period shall not be less than sixty (60) days, and shall not be construed to extend any other cure periods provided hereunder, unless the District, in its sole discretion, agrees to a longer cure period) constitute an Event of Default (hereinafter referred to as an "**Event of Default**") under this Assignment.

SECTION 7. REMEDIES UPON EVENT(S) OF DEFAULT. Upon an Event of Default, the District or the District's designee may, as the District's sole and exclusive remedies under this Assignment (and separate and apart from any Remedial Rights or other rights provided by law), take any or all of the following actions, at the District's option:

A. Perform any and all obligations of the Landowner relating to the Development and Contract Rights and exercise any and all rights of the Landowner therein as fully as Landowner could;

B. Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights;

C. Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the Landowner Land or the performance of the Landowner's obligations under the Contract Documents. Neither entry upon and taking possession of the Landowner Land nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by the Landowner to the District, or prohibit the taking of any other action by District under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security; and

D. After the Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will use reasonable, good faith efforts: (i) at the sole cost and expense of the Landowner, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) to appear

in and defend any action involving the Contract Documents or the obligations or liabilities of the Landowner or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the 2024 Bonds) nor waive or release any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by such person, without the prior consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Landowner will not at any time take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affects the rights of the District and the holders of the 2024 Bonds.

SECTION 8. AUTHORIZATION. Upon the occurrence of and during the continuation of an Event of Default, the Landowner does hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Landowner.

SECTION 9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between the Landowner, as the debtor, and the District, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code (the "**Code**"), and the Landowner grants to the District a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, the District shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

SECTION 10. AMENDMENTS. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all parties, and with the prior written consent of the trustee for the 2024 Bonds (the "**Trustee**"), acting at the direction of the holders owning a majority of the aggregate principal amount of the 2024 Bonds then outstanding.

SECTION 11. SUCCESSORS; THIRD-PARTY BENEFICIARIES. This Assignment is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Assignment. Nothing in this Assignment expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns, subject to the provisions hereof regarding the automatic release of portions of the Landowner Land herefrom upon a Prior Transfer thereof. Also notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the 2024

Bonds, shall be a direct third party beneficiary of the terms and conditions of this Assignment and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the 2024 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 12. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 13. AUTHORIZATION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the signatories of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Assignment (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

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

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Lauren Gentry

B. If to the Landowner: Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: General Counsel

With a copy to: Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, FL 32086
Attn: Ellen Avery-Smith

Except as otherwise provided in this Assignment, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Assignment would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business

days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 15. ARMS' LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arms' length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

SECTION 16. APPLICABLE LAW AND VENUE. This Assignment and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in St. Johns County, Florida.

SECTION 17. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

SECTION 20. CONSTRUCTION. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

SECTION 21. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but 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.

SECTION 22. EFFECTIVE DATE. This Assignment shall be effective after the last date of execution by the parties hereto on the date reflected above.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK, SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Landowner and the District have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

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: _____
Clifford L. Nelson, Vice President

Witness Signature
Printed name: _____
Address: _____

Witness Signature
Printed name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of May, 2024, by Clifford L. Nelson, as Vice President of Mattamy Jacksonville LLC, for and on behalf of said entity. He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Witness Signature
Printed name: _____
Address: _____

Chairman, Board of Supervisors

Witness Signature
Printed name: _____
Address: _____

STATE OF FLORIDA)
COUNTY OF ST JOHNS)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of May, 2024, by _____, as Chairman of the Board of Supervisors of the Rivers Edge III Community Development District, for and on behalf of the District. He [] is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT A
Landowner Land

D.

**AGREEMENT BETWEEN THE RIVERS EDGE III COMMUNITY DEVELOPMENT
DISTRICT AND MATTAMY JACKSONVILLE LLC,
REGARDING THE COMPLETION OF DISTRICT IMPROVEMENTS**

THIS COMPLETION AGREEMENT (the “**Agreement**”) is made and entered into this 17th day of May 2024, by and between:

Rivers Edge III Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Johns County, Florida, and whose mailing address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “**District**”); and

Mattamy Jacksonville LLC, a foreign limited liability company, the primary owner of lands within the boundary of the District, and whose address is 4901 Vineland Road, Suite 450, Orlando, FL 32811 (the “**Landowner**” and together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for St. Johns County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure improvements within or without the boundary of the District; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain public infrastructure, including but not limited to roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Landowner is currently the owner and/or developer of certain lands in St. Johns County, Florida, located within the boundaries of the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District (together, the “**Improvements**”), which plan is detailed in the *Master Improvement Plan Report*, dated June 5, 2020 (the “**Master Improvement Plan Report**”), as supplemented with respect to the Phase 2 Project by the *Supplemental Engineer’s Report Series 2024 Bonds*, dated April 4, 2024 (“**2024 Engineer’s Report**”), a copy of which is attached hereto as **Composite Exhibit A** and incorporated herein by this reference; and

WHEREAS, the Improvements described in the Master Improvement Plan Report make up all of the infrastructure improvements necessary to fully develop the real property within the

boundaries of the District (the “**Master Assessment Area**”) for an anticipated 1659 units (the “**Master Project**”); and

WHEREAS, the District has imposed a special assessment lien on the Master Assessment Area to secure financing, in part, for the construction of the Improvements for the Master Project; and

WHEREAS, the District intends to fund the Master Project through the use of proceeds from future issuances of capital improvement revenue and special assessment bonds (collectively, the “**Bonds**”); and

WHEREAS, the District previously issued its \$9,880,000 in Capital Improvement Revenue Bonds, Series 2021, to fund a portion of the first phase of its Master Project; and

WHEREAS, the District presently intends to issue its **\$9,815,000** Capital Improvement Revenue Bonds, Series 2024 (the “**2024 Bonds**”), to fund a portion of the Master Project set forth in the 2024 Engineer’s Report (the “**Phase 2 Project**”), and levy special assessments for the repayment of the 2024 Bonds (“**2024 Assessments**”), as further detailed in that certain *Master Special Assessment Methodology Report*, dated June 8, 2020, as supplemented by that certain *Supplemental Special Assessment Methodology Report for the Series 2024 Capital Improvement Revenue Bonds*, dated May 1, 2024 (the “**Supplemental Assessment Report**”), on certain lands set forth in the Supplemental Assessment Report that make up such assessment area (“**2024 Assessment Area**”); and

WHEREAS, in order to ensure that the Improvements composing the Master Project, including the Phase 2 Project, are completed and funding is available in a timely manner to provide for their completion, the Landowner and the District hereby agree that, in exchange for the District agreeing to use its proceeds from the 2024 Bonds to construct the Phase 2 Project, should the proceeds of District Bonds be insufficient to complete the Master Project, the Landowner will make provision for any additional funds that may be needed for the completion of the Master Project including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

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

2. COMPLETION OF IMPROVEMENTS. The Landowner and District agree that, as long as the District uses its proceeds from the 2024 Bonds to construct the Phase 2 Project as described in the 2024 Engineer’s Report, as may be amended from time to time, should the District be unable to complete the remainder of the Master Project with current or future proceeds of Bonds, the Landowner agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed,

those portions of the Master Project which remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the “**Remaining Improvements**”) whether pursuant to existing contracts, including change orders thereto, or future contracts. The District and Landowner hereby acknowledge and agree that this Agreement constitutes the manner and means by which the District has elected to provide any and all portions of the Remaining Improvements not funded by the District. The Landowner hereby acknowledges and agrees that the District is under no obligation to issue Bonds now or in the future, including the 2024 Bonds, and nothing in this Agreement shall be construed to obligate the District to issue Bonds.

(a) When all or any portion of the Remaining Improvements are the subject of an existing District contract, the Landowner shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) When any portion of the Remaining Improvements is not the subject of an existing District contract, the Landowner may choose to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the Board of Supervisors that the option selected by the Landowner will not adversely impact the District, and is in the District’s best interests.

(c) Should there be any disagreement between the District and the Landowner regarding the extent of the Improvements making up the Master Project, the District and the Landowner agree that the District Engineer shall make the final determination.

(d) The District and Landowner agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Landowner shall be conveyed to the District or such other appropriate unit of local government as is designated in the Master Improvement Plan Report or the 2024 Engineer’s Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

(e) Material changes to the Phase 2 Project shall require the prior written consent of the Trustee acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding.

3. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement

shall limit or impair the District’s right to protect its rights from interference by a third party to this Agreement.

4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Landowner.

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

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

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

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Lauren Gentry

B. If to Landowner: Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, FL 32811
Attn: General Counsel

With a copy to: Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, FL 32086
Attn: Ellen Avery-Smith

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day,

the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Landowner may deliver Notice on behalf of the District and the Landowner. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

8. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

9. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Landowner and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the 2024 Bonds, on behalf of the Majority Owners (as defined in the Second Supplemental Indenture, dated as of May 1, 2024) of the 2024 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

10. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Such consent shall not be required in the event of a sale of the majority of the 2024 Assessment Area subject to the assessments then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement.

11. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in St. Johns County, Florida.

12. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Landowner.

13. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

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

15. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[Signatures begin on following page]

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

Attest:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary
Print Name: _____

By: _____
Its: Chairman

Witness:

**MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company**

Print Name: _____

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

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

By: _____
Clifford L. Nelson, Vice President

Composite Exhibit A: Master Improvement Plan Report; 2024 Engineer's Report

Composite Exhibit A

Master Improvement Plan Report; 2024 Engineer's Report

E.

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

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

**DECLARATION OF CONSENT TO JURISDICTION OF
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

Mattamy Jacksonville LLC, a Delaware limited liability company (the “**Landowner**”), is the owner of those lands described in **Exhibit A** attached hereto (the “**Property**”) located within the boundaries of Rivers Edge III Community Development District (the “**District**”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges and agrees as follows:

1. The Landowner acknowledges that the District is, and has been at all times, on and after March 5, 2020, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (the “**Act**”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners for St. Johns County, Florida (the “**County**”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) County Ordinance 2020-7, effective as of March 5, 2020, was duly and properly enacted by the County in compliance with all applicable requirements of law; and (d) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from March 5, 2020, up to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, hereby confirms and agrees that the special assessments imposed by District Resolution Nos. 2020-29, 2020-36 and 2024-__ (collectively, the “**2024 Assessment Resolutions**” and the special assessments imposed thereby, the “**Series 2024 Assessments**”), were duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the Series 2024 Assessments, and the Series 2024 Assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its successors and assigns, hereby waives the right granted in Section 170.09, *Florida Statutes*, and rights provided in the 2024 Assessment Resolutions, to prepay the special assessments without interest within thirty (30) days after the improvements constituting the Phase 2 Project (as defined in the Financing Documents, which

term is as defined herein) are completed, in consideration of the rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the 2024 Assessment Resolutions.

4. The Landowner hereby expressly acknowledges, represents and agrees that (i) the Series 2024 Assessments, the 2024 Assessment Resolutions, and the terms of the financing documents related to the District's issuance of the Capital Improvement Revenue Bonds, Series 2024 (the "**2024 Bonds**") securing payment thereof and all other documents and certifications relating to the issuance of the 2024 Bonds (the "**Financing Documents**") are valid and binding obligations enforceable in accordance with their terms; (ii) the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the Series 2024 Assessments or claims of invalidity, deficiency or unenforceability of the Series 2024 Assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) to the extent the Landowner fails to timely pay any Series 2024 Assessments collected by mailed notice of the District, such unpaid Series 2024 Assessments and any future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year, or may be foreclosed on pursuant to Chapters 170 and 190, *Florida Statutes*.

5. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Declaration may be public records and treated as such in accordance with Florida law.

6. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, section 197.573, *Florida Statutes*. Other information regarding the Series 2024 Assessments is available from the District Manager (Governmental Management Services, LLC), 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

Effective the 17th day of May 2024.

WITNESSES:

**MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company**

Witness Signature
Printed name: _____
Address: _____

By: MATTAMY FLORIDA LLC, a
Delaware limited liability company,
its Manager
By: CALBEN (FLORIDA)
CORPORATION,
A Florida Corporation,
its Manager

Witness Signature
Printed name: _____
Address: _____

By: Clifford L. Nelson
Its: Vice President

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this ____ day of May 2024, by Clifford L. Nelson, as Vice President of
Mattamy Jacksonville LLC, for and on behalf of said entity. He is personally known to me or
 produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

EXHIBIT A
Legal Description

F.

**This Instrument Prepared by
and return to:**

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

**RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT'S
NOTICE OF SERIES 2024 SPECIAL ASSESSMENTS**

PLEASE TAKE NOTICE that the Board of Supervisors of the Rivers Edge III Community Development District ("**District**") in accordance with Chapters 170, 190 and 197, *Florida Statutes*, adopted Resolution Numbers 2020-29, 2020-36 and 2024-___, ("**2024 Assessment Resolutions**") providing for, levying and setting forth the terms of non-ad valorem special assessments on real property within the boundaries of the District that are specially benefitted by the Phase 2 Project (hereinafter defined) for improvements described in the District's adopted *Rivers Edge III Community Development District Master Improvement Plan Report*, dated June 5, 2020 ("**Master Engineer's Report**"), as supplemented by the *Supplemental Engineer's Report Series 2024 Bonds*, dated April 4, 2024 ("**2024 Engineer's Report**"), and the project described therein, the "**Phase 2 Project**"). To finance the costs of the Phase 2 Project, the District issued its **\$9,815,000** Rivers Edge III Community Development District Capital Improvement Revenue Bonds, Series 2024 ("**Series 2024 Bonds**"), which are secured by the non-ad valorem assessments levied by the 2024 Assessment Resolutions ("**2024 Assessments**"). The legal description of the lands on which said 2024 Assessments are imposed is attached to this Notice as **Exhibit A**. As provided in the 2024 Assessment Resolutions, the 2024 Assessments do not apply to governmental properties dedicated by plat, including rights-

of-way or common areas. Copies of the 2024 Engineer's Report and the 2024 Assessment Resolutions may be obtained by contacting the District at:

Rivers Edge III Community Development District
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Phone: 904-940-5850

The 2024 Assessments provided for in the 2024 Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and the 2024 Assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice has been executed as of the 17th day of May, 2024, and recorded in the Official Records of St. Johns County, Florida.

WITNESSES:

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Address: _____

By: _____
Chairman, Board of Supervisors

Print Name: _____
Address: _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of May, 2024, by _____, Chairman of the Board of Supervisors of the Rivers Edge III Community Development District, who is personally known to me and did take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A

FOURTH ORDER OF BUSINESS

A.



Rivers Edge CDD – I, II, and III

Landscape Update for May 2024

- **General Maintenance**
 - Our maintenance team has mowed all common grounds throughout community and have been cleaning up shrub beds
 - We have Detailed and Cleaned up the Riverhouse and Riverclub.
 - Team is spraying for weeds throughout the community and trimming shrubs.
 - Team has been spraying all mulch beds for clean appearance.
 - Mattamy, Vesta, and Yellowstone are doing monthly drives throughout the community to check on status of concerned areas and the overall appearance of the community.
 - We have started Installing Pine Straw and Mulch Throughout the community. We are projecting to complete by the end of May.
 - Annual flowers have been installed along with fresh and rich soil. We raised the beds for a better show. We will install Yellow Coleus in the back, Lipstick Pentas in the middle, and Purple Angelonia in front. This will give the Summer feel and look amazing. The next rotation will be June.
 - 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 four times a week due to Warm temperatures and the drought we are in.
- Lead tech is working with IQ system to help system run more efficiently.
- We are setting three day rain delays when we have rain
- We have cut the water bill in half
- Other options are being looked at to make the system more efficient and save on the annual water cost.
 - Items being looked at:
 - Eliminating bubblers on established trees that do not need them anymore
 - Making sure all rain sensors are operational
 - Adding rain sensors to battery operated valves
 - Each area will be different depending on layout and justification of cost.
 - Some will be looked at to be added to a clock with wiring.
 - Others will be looked at for rain sensor installation and hidden by plant material if required.
- Full Irrigation inspection report will be sent over once we have run through entire system
- We are running system 4 to 5 days a week during the drought we are in. Irrigation is supplemental to the amount of rainfall we get. Turf will recover and look much better once we receive rain.

- **Fert/Chem**

- Our techs will be fertilizing the entire property this month with 21-7-14 Granular. Lots of Iron in this treatment to get turf to push and green up.
- We will treat for turf weeds throughout community.
 - Seasonal weeds such as chamber bitter is popping up in a lot of areas already.
- The turf is starting to push growth. We have had record warm temperatures during this time, so our team has been doing full maintenance throughout community.
- Lead tech is Treating roses with bone meal and liquid fertilizer

- **Arbor**

- We will continue to lift low hanging trees throughout community each week for line of site issues, safety issues, aesthetics, and improved tree health with balanced weight distribution from the branches.

D.

April 26, 2024

Rivers Edge III Community Development District
Attn: Courtney Hogge, Recording Secretary
475 West Town Place, Ste. 114
St. Augustine, FL 32092

Dear Ms. Hogge:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

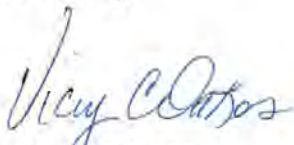
Rivers Edge III CDD

539 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2024.

Please contact us if we may be of further assistance.

Sincerely,



Vicky C. Oakes
Supervisor of Elections

VO/db

E.

RIVERTOWN

RECDD's Weekly Operations Report

Date of report: **05/15/2024**

Submitted by: **Richard Losco & Kevin McKendree**

RECDD I

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 also relocated the fish barrier as the old one was broken and unsafe to access.

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. We plan to have this painted before Memorial Day.

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. Our old chairs were also soft washed this month and we are looking into buying replacement slings in preparation for the busy season. New chairs shipped on 4/26.

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. We are currently working on the pool decks in preparation for the busy season.

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.

Slide resurfacing:

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

Street lights:

We have located 5 of the tall street lights in the community that after troubleshooting, have been determined to have bad drivers. These are on order and this project will be coupled with others while we rent a lift in order to save costs. The drivers have arrived and installed. 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.

RiverFront Park Pier:

Two out of the four flags were stolen from the piers roof. We will now be locking these to the pole with a wire that is crimped so that it cannot be cut easily. This is now closed.

RiverHouse Pool:

The expansion joint in the family pool has developed a crack. Epic Pools came out to putty over it to ensure no water is lost. We will continue to keep an eye on this crack and have backup putty on hand.

Mascotte and Baya:

It was brought to our attention during Marchs meetings that the do not enter sign at the corner of Mascotte and Baya is not deterring traffic from going the wrong direction. In conversating with district engineer it was determined to paint a one way traffic arrow on the asphalt there. We will perform this in house to save costs.

Footbridge Sidewalk:

The sidewalk between 411 and 425 Footbridge has a very steep dip in between the 2 homes which is allowing excess water to puddle well beyond our 48 hour rule. After going over the area with district engineer it was determined that we need to remove the sidewalk and have it repoured to proper slope. We also need to remove the sod between the curb and the sidewalk, excavate the soil and replant new sod in order to bring down the overall height which will allow the water to shed to the street. This is now closed.

Basketball Court Lighting:

We will be exploring options for basketball court lighting to gather costs for budgeting purposes. One Solar option and one hardwired option.

Broken Faucets:

We continue to have issues with bathroom faucets at the Riverhouse due to their age. We were able to repair 2 this week but are still having issues with 3 others. We have ordered replacements and will install once they arrive.

Broken Sprinkler Heads:

We discovered about 20 sprinkler heads across from the new dog park on Rivertown Main that were vandalized as they were running overnight. There are no tire marks leading to the heads but it is clear that they were struck by something intentionally to snap them all. This is now closed.

RECDD II**RiverClub Missing Plant Material:**

We installed approximately 30 Jack Frost ligustrums in the median at the club. This is to fill in areas for cosmetic purposes and hopefully deter cars/golf carts from running over the other landscaping. This is now closed.

Watersong Pond 13:

Pond 13 in Watersong has washouts/craters in the shoreline from runoff. We will be having this excavated and smoothed back out then resodded.

Backup Pool Pump:

A backup pool pump and motor was approved for purchase in April's meeting. This order has been placed and we are awaiting its arrival.

Drainage:

Our in house team was busy this month installing a series of drains at the Riverclub to help alleviate water runoff that comes from the electrical conduit in the transformers and leaves rust stains. This is now closed.

RECDD III

Haven Ponds:

Pond PP and RR in the Haven have washouts that have impacted the sight lines of the shoreline which has made for some unhappy residents. We had them excavated out which will bring them back to standard. Pond PP is done and RR are completed. This is now closed.

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.

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 numerous concerns already this year as to what will be done to mitigate the issue this year. After talking with Jim Schwartz with Florida Waterways, he stated that the growing season for these starts in April. He performed 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. We have contracted Florida Waterways to perform both of these methods at the price of their product costs with no labor charges as a favor from Mr. Schwartz. The bacterial treatment was performed 4/3/24 and a second dose on 4/24/24. The 8,000 gambusia fish were also introduced on 4/24.

Crosswalk lights:

The crosswalk lights that lead to the Riverclub from Homestead have been having issues with connectivity. We found that one of the ports on the top of the unit is taped from the factory and the tape has eroded over time allowing water to infiltrate the unit causing damage to the batteries and circuit board. Replacement parts have been ordered.

RIVERTOWN

RECDD's Lifestyle Report

Date of report: 5/15/24

Submitted by: **Kim Fatuch**

Ongoing Projects

- Working on Grand Opening stuff for RiverLodge – tentative date of July 13th
- Events through December slated and some vendors booked.

April Events

- 4.11 & 25.24 – Music Bingo and Trivia
 - DJ Ross will be in the café doing music bingo and trivia on the second and fourth Thursdays
- 4.27.24 – Mad Hatter Tea Party
 - Roughly 80 residents showed up. Very low-key event.
 - Received kudos on this event via email. “Hi!

I wanted to say thank you for putting on the tea party today at the Riverhouse. It was such a fun event and so well put together. My kids enjoyed themselves and it really reminded me that RiverTown is such a fun and beautiful place to live. We don't participate in many holidays, so we miss out on events sometimes and this one was just the right vibe!

Hope to see more events like this.

With gratitude,

Elizabeth

- Kids decorated cookies, and cups. They had tea and lemonade with Mad Hatter and Alice.
- Everyone ate cotton candy, scones, muffins and cake squares while the DJ took song requests.



May Events

- 5.4.24 – Community Yard Sale
 - All residents can set up shop and sell their old stuff.
 - List of homes participating will be sent Friday prior
 - Total of 62 residents reached out to be added to the list of homes participating
- 5.5.24 – Cinco De Mayo Fiesta at the RiverClub
 - Nacho Bar, Live Music, Bachata lessons, pinata giveaway, drink specials
 - Roughly 200 people came out to this event.
 - High praise for service, musician and event as a whole



- 5.11.24 – Mom's Day Out
 - Pampering vendors, charcuterie, RiverHome Candles and more will be at the RiverClub pampering mom's/women while they enjoy Brunch and mimosas.
- 5.17.24 – Jeremy Weinglass
 - Back for a piano performance at the RiverClub

- 5.25.24 – Music & BBQ Memorial Weekend Party
 - Emily Mikus (daughter of Tony, lead singer of Big Engine) providing music
 - BBQ specials – possibly pulling kitchen staff out to grill burgers and hot dogs outside
 - Drink specials

- 5.27.24 – Memorial Day Pool Party at the RiverHouse
 - DJ, face painting and food trucks
- 5.27.24 – Memorial Day entertainment at the RiverClub
 - Café open 12pm – 8pm
 - Live music by Violette Lani



Work Order 00564937
Work Order 00564937
Number
Created Date 4/4/2024

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

Work Details

Specialist
Comments to
Customer

I used an herbicide mix to treat any nuisance vegetation around listed ponds. Dye was added to ponds 1,2 & 5. Probiotics were added to ponds 1,2,5 & 14 to help control nutrients. Algaecide was used to treat algae on ponds 1,2,5 & 14.
Storms came in mid day and limited my treatments, however, I worked on removing the excessive construction trash on ponds 6,9 & 15 during the rain.
I did see some significant sand flowing into ponds 14 and 6 from the stormwater systems coming from the streets due to unturfed yards. This is contributing to our nutrient problems.
I noticed the outflow grate in pond 4 is backed up with leaves and causing the water level to be high.
2 small gators were sighted in ponds 2 & 4. At this time, they are keeping their distances.
We will be finishing up the contract to order the Metafloc for pond 5 which will greatly control the eutrophic state that we are in and reset the bar.
Thank you for being a Solitude customer!

Prepared By KYLE FOLLANSBEE



Work Order 00564937
 Work Order 00564937
 Number
 Created Date 4/4/2024

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

Work Order Assets

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

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD II Pond UU	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond UU	LAKE WEED CONTROL	
Rivers Edge CDD II Pond UU	ALGAE CONTROL	
Rivers Edge CDD II Pond UU	MONITORING	
Rivers Edge CDD II Pond SS	SHORELINE WEED CONTROL	



Work Order 00564937
 Work Order 00564937
 Number
 Created Date 4/4/2024

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

Rivers Edge CDD II Pond SS	LAKE WEED CONTROL
Rivers Edge CDD II Pond SS	ALGAE CONTROL
Rivers Edge CDD II Pond SS	MONITORING
Rivers Edge CDD II Pond NN	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond NN	LAKE WEED CONTROL
Rivers Edge CDD II Pond NN	ALGAE CONTROL
Rivers Edge CDD II Pond NN	MONITORING
Rivers Edge CDD II Pond TT	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond TT	LAKE WEED CONTROL
Rivers Edge CDD II Pond TT	ALGAE CONTROL
Rivers Edge CDD II Pond TT	MONITORING
Rivers Edge CDD II Pond KK	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond KK	LAKE WEED CONTROL
Rivers Edge CDD II Pond KK	ALGAE CONTROL
Rivers Edge CDD II Pond KK	MONITORING
Rivers Edge CDD II Pond CR3	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond CR3	LAKE WEED CONTROL
Rivers Edge CDD II Pond CR3	ALGAE CONTROL
Rivers Edge CDD II Pond CR3	MONITORING
Rivers Edge CDD II Pond JJ	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond JJ	LAKE WEED CONTROL
Rivers Edge CDD II Pond JJ	ALGAE CONTROL
Rivers Edge CDD II Pond JJ	MONITORING
Rivers Edge CDD II Pond RC2	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond RC2	LAKE WEED CONTROL
Rivers Edge CDD II Pond RC2	ALGAE CONTROL
Rivers Edge CDD II Pond RC2	MONITORING
Rivers Edge CDD II Pond 15	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 15	LAKE WEED CONTROL
Rivers Edge CDD II Pond 15	ALGAE CONTROL
Rivers Edge CDD II Pond 15	MONITORING
Rivers Edge CDD II Pond 13	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 13	LAKE WEED CONTROL
Rivers Edge CDD II Pond 13	ALGAE CONTROL



Work Order 00564937
 Work Order 00564937
 Number
 Created Date 4/4/2024

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

Rivers Edge CDD II Pond 13	MONITORING
Rivers Edge CDD II Pond 11	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 11	LAKE WEED CONTROL
Rivers Edge CDD II Pond 11	ALGAE CONTROL
Rivers Edge CDD II Pond 11	MONITORING
Rivers Edge CDD II Pond 10	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 10	LAKE WEED CONTROL
Rivers Edge CDD II Pond 10	ALGAE CONTROL
Rivers Edge CDD II Pond 10	MONITORING
Rivers Edge CDD II Pond RC1	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond RC1	LAKE WEED CONTROL
Rivers Edge CDD II Pond RC1	ALGAE CONTROL
Rivers Edge CDD II Pond RC1	MONITORING
Rivers Edge CDD II Pond 12	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 12	LAKE WEED CONTROL
Rivers Edge CDD II Pond 12	ALGAE CONTROL
Rivers Edge CDD II Pond 12	MONITORING
Rivers Edge CDD II Pond 8	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 8	LAKE WEED CONTROL
Rivers Edge CDD II Pond 8	ALGAE CONTROL
Rivers Edge CDD II Pond 8	MONITORING
Rivers Edge CDD II Pond 5	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 5	LAKE WEED CONTROL
Rivers Edge CDD II Pond 5	ALGAE CONTROL
Rivers Edge CDD II Pond 5	MONITORING
Rivers Edge CDD II Pond 7	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 7	LAKE WEED CONTROL
Rivers Edge CDD II Pond 7	ALGAE CONTROL
Rivers Edge CDD II Pond 7	MONITORING
Rivers Edge CDD II Pond 4	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 4	LAKE WEED CONTROL
Rivers Edge CDD II Pond 4	ALGAE CONTROL
Rivers Edge CDD II Pond 4	MONITORING
Rivers Edge CDD II Pond 9	SHORELINE WEED CONTROL



Work Order 00564937
 Work Order 00564937
 Number
 Created Date 4/4/2024

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

Rivers Edge CDD II Pond 9	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 9	ALGAE CONTROL	
Rivers Edge CDD II Pond 9	MONITORING	
Rivers Edge CDD II Pond 3	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 3	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 3	ALGAE CONTROL	
Rivers Edge CDD II Pond 3	MONITORING	
Rivers Edge CDD II Pond 14	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 14	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 14	ALGAE CONTROL	
Rivers Edge CDD II Pond 14	MONITORING	
Rivers Edge CDD II Pond 6	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 6	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 6	ALGAE CONTROL	
Rivers Edge CDD II Pond 6	MONITORING	
Rivers Edge CDD II Pond 2	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 2	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 2	ALGAE CONTROL	
Rivers Edge CDD II Pond 2	MONITORING	
Rivers Edge CDD II Pond 1	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 1	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 1	ALGAE CONTROL	
Rivers Edge CDD II Pond 1	MONITORING	
Rivers Edge CDD II Pond UU	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond SS	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond NN	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond TT	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond KK	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond CR3	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond JJ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond RC2	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 15	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 13	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 11	TRASH / DEBRIS COLLECTION (IN HOUSE)	



Work Order 00564937
 Work Order 00564937
 Number
 Created Date 4/4/2024

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

Rivers Edge CDD II Pond 10	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond RC1	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 12	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 8	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 5	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 7	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 4	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 9	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 3	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 14	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 6	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 2	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 1	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 2		
Rivers Edge CDD II Pond 6		2 bags of trash
Rivers Edge CDD II Pond RC1		
Rivers Edge CDD II Pond 8		
Rivers Edge CDD II Pond 12		
Rivers Edge CDD II Pond 5		
Rivers Edge CDD II Pond UU		
Rivers Edge CDD II Pond SS		
Rivers Edge CDD II Pond 10		
Rivers Edge CDD II Pond 1		
Rivers Edge CDD II Pond 11		
Rivers Edge CDD II Pond 15		2 bags of trash
Rivers Edge CDD II Pond KK		
Rivers Edge CDD II Pond 4		
Rivers Edge CDD II Pond TT		
Rivers Edge CDD II Pond 7		
Rivers Edge CDD II Pond JJ		
Rivers Edge CDD II Pond NN		
Rivers Edge CDD II Pond CR3		
Rivers Edge CDD II Pond 13		
Rivers Edge CDD II Pond 14		



Work Order 00564937
Work Order 00564937
Number
Created Date 4/4/2024

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

Rivers Edge CDD II Pond 3		
Rivers Edge CDD II Pond RC2		
Rivers Edge CDD II Pond 9		1 bag of trash



Work Order 00565594
 Work Order 00565594
 Number
 Created Date 4/18/2024

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

Work Details

Specialist Comments to Customer: I used herbicides to treat nuisance vegetation around ponds and removed any accessible trash. I will work on the excessive construction trash around CCC when I find time. I used an aquatic herbicide with residual activity for the excessive submersed vegetation in RR which has been persistant. This herbicide is slow acting but will provide a better and longer effect through the entire waterbody. Probiotics were added to help with nutrients.

I used a different aquatic herbicide for the submersed vegetation along pond PP. This herbicide is a bit slower uptake, but also should provide better lasting results.

Algaecide/ herbicide mix was applied to treat algae and vegetation around pond QQ.

Dye was added to ponds DDD, EEE, VV, PP & QQ to reduce light penetration and improve aesthetics.

Thank you for being a Solitude customer!

Prepared By KYLE FOLLANSBEE

Work Order Assets

Asset	Status	Product Work Type
Rivers Edge CDD III Pond DDD	Treated	
Rivers Edge CDD III Pond RR	Treated	
Rivers Edge CDD III Pond EEE	Treated	
Rivers Edge CDD III Pond BBB	Inspected	
Rivers Edge CDD III Pond II	Treated	
Rivers Edge CDD III Pond VV	Treated	
Rivers Edge CDD III Pond QQ	Treated	
Rivers Edge CDD III Pond PP	Treated	
Rivers Edge CDD III Pond YY	Inspected	
Rivers Edge CDD III Pond CCC	Inspected	
Rivers Edge CDD III Pond FFF	Inspected	
Rivers Edge CDD III Pond AAA	Treated	
Rivers Edge CDD III Pond ZZ	Treated	

Service Parameters



Work Order 00565594

Work Order Number 00565594

Created Date 4/18/2024

Account Rivers Edge III CDD

Contact Jason Davidson

Address 160 Riverglade Run
St Johns, FL 32259
United States

Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD III Pond FFF	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond FFF	LAKE WEED CONTROL	
Rivers Edge CDD III Pond FFF	ALGAE CONTROL	
Rivers Edge CDD III Pond FFF	MONITORING	
Rivers Edge CDD III Pond EEE	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond EEE	LAKE WEED CONTROL	
Rivers Edge CDD III Pond EEE	ALGAE CONTROL	
Rivers Edge CDD III Pond EEE	MONITORING	
Rivers Edge CDD III Pond DDD	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond DDD	LAKE WEED CONTROL	
Rivers Edge CDD III Pond DDD	ALGAE CONTROL	
Rivers Edge CDD III Pond DDD	MONITORING	
Rivers Edge CDD III Pond CCC	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond CCC	LAKE WEED CONTROL	
Rivers Edge CDD III Pond CCC	ALGAE CONTROL	
Rivers Edge CDD III Pond CCC	MONITORING	
Rivers Edge CDD III Pond BBB	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond BBB	LAKE WEED CONTROL	
Rivers Edge CDD III Pond BBB	ALGAE CONTROL	
Rivers Edge CDD III Pond BBB	MONITORING	
Rivers Edge CDD III Pond AAA	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond AAA	LAKE WEED CONTROL	
Rivers Edge CDD III Pond AAA	ALGAE CONTROL	
Rivers Edge CDD III Pond AAA	MONITORING	
Rivers Edge CDD III Pond ZZ	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond ZZ	LAKE WEED CONTROL	
Rivers Edge CDD III Pond ZZ	ALGAE CONTROL	
Rivers Edge CDD III Pond ZZ	MONITORING	
Rivers Edge CDD III Pond YY	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond YY	LAKE WEED CONTROL	
Rivers Edge CDD III Pond YY	ALGAE CONTROL	
Rivers Edge CDD III Pond YY	MONITORING	
Rivers Edge CDD III Pond VV	SHORELINE WEED CONTROL	



Work Order 00565594

Work Order Number 00565594

Account Rivers Edge III CDD

Contact Jason Davidson

Address 160 Riverglade Run
St Johns, FL 32259
United States

Created Date 4/18/2024

Rivers Edge CDD III Pond VV	LAKE WEED CONTROL	
Rivers Edge CDD III Pond VV	ALGAE CONTROL	
Rivers Edge CDD III Pond VV	MONITORING	
Rivers Edge CDD III Pond RR	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond RR	LAKE WEED CONTROL	
Rivers Edge CDD III Pond RR	ALGAE CONTROL	
Rivers Edge CDD III Pond RR	MONITORING	
Rivers Edge CDD III Pond QQ	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond QQ	LAKE WEED CONTROL	
Rivers Edge CDD III Pond QQ	ALGAE CONTROL	
Rivers Edge CDD III Pond QQ	MONITORING	
Rivers Edge CDD III Pond PP	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond PP	LAKE WEED CONTROL	
Rivers Edge CDD III Pond PP	ALGAE CONTROL	
Rivers Edge CDD III Pond PP	MONITORING	
Rivers Edge CDD III Pond II	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond II	LAKE WEED CONTROL	
Rivers Edge CDD III Pond II	ALGAE CONTROL	
Rivers Edge CDD III Pond II	MONITORING	
Rivers Edge CDD III Pond FFF	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond EEE	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond DDD	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond CCC	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond BBB	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond AAA	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond ZZ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond YY	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond VV	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond RR	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond QQ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond PP	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond II	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond ZZ		
Rivers Edge CDD III Pond AAA		



Work Order 00565594

Work Order 00565594
Number

Created Date 4/18/2024

Account Rivers Edge III CDD

Contact Jason Davidson

Address 160 Riverglade Run
St Johns, FL 32259
United States

Rivers Edge CDD III Pond FFF		
Rivers Edge CDD III Pond CCC		
Rivers Edge CDD III Pond YY		
Rivers Edge CDD III Pond PP		
Rivers Edge CDD III Pond QQ		
Rivers Edge CDD III Pond VV		
Rivers Edge CDD III Pond II		
Rivers Edge CDD III Pond BBB		
Rivers Edge CDD III Pond EEE		
Rivers Edge CDD III Pond RR		
Rivers Edge CDD III Pond DDD		



Work Order 00587475
Work Order 00587475
Number
Created Date 4/24/2024

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

Work Details

Specialist Comments to Customer: Metafloc biological flocculant was applied throughout the water column. This product binds the phosphorus contributing to persistent algae blooms and improve the water quality.
Prepared By: KYLE FOLLANSBEE

Work Order Assets

Asset	Status	Product Work Type
Rivers Edge CDD II Pond 5	Completed	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD II Pond 5	NUTRIENT REMEDIATION	
Rivers Edge CDD II Pond 5	WATER CLARITY	
Rivers Edge CDD II Pond 5		Metafloc application



Work Order 00572117
Work Order 00572117
Number
Created Date 4/26/2024

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

Work Details

Specialist
Comments to
Customer

Ponds were inspected and my coworker removed a lot of trash from ponds. Algae was treated in pond 5 prior to Metafloc treatment. I treated algae in pond 11 with algaecide. Herbicide was used to treat invasive vegetation around ponds 5,8 & CR3. Dye was added to ponds 10,11 & JJ to block light penetration. My last algae treatments on ponds 2 & 14 were highly successful!
I plan on treating some algae in ponds JJ,TT,SS,KK & NN on my next visit.
Thank you for being a Solitude customer!

Prepared By KYLE FOLLANSBEE



Work Order 00572117
 Work Order 00572117
 Number
 Created Date 4/26/2024

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

Work Order Assets

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

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD II Pond UU	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond UU	LAKE WEED CONTROL	
Rivers Edge CDD II Pond UU	ALGAE CONTROL	
Rivers Edge CDD II Pond UU	MONITORING	
Rivers Edge CDD II Pond SS	SHORELINE WEED CONTROL	



Work Order 00572117
 Work Order 00572117
 Number
 Created Date 4/26/2024

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

Rivers Edge CDD II Pond SS	LAKE WEED CONTROL
Rivers Edge CDD II Pond SS	ALGAE CONTROL
Rivers Edge CDD II Pond SS	MONITORING
Rivers Edge CDD II Pond NN	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond NN	LAKE WEED CONTROL
Rivers Edge CDD II Pond NN	ALGAE CONTROL
Rivers Edge CDD II Pond NN	MONITORING
Rivers Edge CDD II Pond TT	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond TT	LAKE WEED CONTROL
Rivers Edge CDD II Pond TT	ALGAE CONTROL
Rivers Edge CDD II Pond TT	MONITORING
Rivers Edge CDD II Pond KK	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond KK	LAKE WEED CONTROL
Rivers Edge CDD II Pond KK	ALGAE CONTROL
Rivers Edge CDD II Pond KK	MONITORING
Rivers Edge CDD II Pond CR3	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond CR3	LAKE WEED CONTROL
Rivers Edge CDD II Pond CR3	ALGAE CONTROL
Rivers Edge CDD II Pond CR3	MONITORING
Rivers Edge CDD II Pond JJ	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond JJ	LAKE WEED CONTROL
Rivers Edge CDD II Pond JJ	ALGAE CONTROL
Rivers Edge CDD II Pond JJ	MONITORING
Rivers Edge CDD II Pond RC2	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond RC2	LAKE WEED CONTROL
Rivers Edge CDD II Pond RC2	ALGAE CONTROL
Rivers Edge CDD II Pond RC2	MONITORING
Rivers Edge CDD II Pond 15	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 15	LAKE WEED CONTROL
Rivers Edge CDD II Pond 15	ALGAE CONTROL
Rivers Edge CDD II Pond 15	MONITORING
Rivers Edge CDD II Pond 13	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 13	LAKE WEED CONTROL
Rivers Edge CDD II Pond 13	ALGAE CONTROL



Work Order 00572117
 Work Order 00572117
 Number
 Created Date 4/26/2024

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

Rivers Edge CDD II Pond 13	MONITORING
Rivers Edge CDD II Pond 11	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 11	LAKE WEED CONTROL
Rivers Edge CDD II Pond 11	ALGAE CONTROL
Rivers Edge CDD II Pond 11	MONITORING
Rivers Edge CDD II Pond 10	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 10	LAKE WEED CONTROL
Rivers Edge CDD II Pond 10	ALGAE CONTROL
Rivers Edge CDD II Pond 10	MONITORING
Rivers Edge CDD II Pond RC1	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond RC1	LAKE WEED CONTROL
Rivers Edge CDD II Pond RC1	ALGAE CONTROL
Rivers Edge CDD II Pond RC1	MONITORING
Rivers Edge CDD II Pond 12	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 12	LAKE WEED CONTROL
Rivers Edge CDD II Pond 12	ALGAE CONTROL
Rivers Edge CDD II Pond 12	MONITORING
Rivers Edge CDD II Pond 8	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 8	LAKE WEED CONTROL
Rivers Edge CDD II Pond 8	ALGAE CONTROL
Rivers Edge CDD II Pond 8	MONITORING
Rivers Edge CDD II Pond 5	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 5	LAKE WEED CONTROL
Rivers Edge CDD II Pond 5	ALGAE CONTROL
Rivers Edge CDD II Pond 5	MONITORING
Rivers Edge CDD II Pond 7	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 7	LAKE WEED CONTROL
Rivers Edge CDD II Pond 7	ALGAE CONTROL
Rivers Edge CDD II Pond 7	MONITORING
Rivers Edge CDD II Pond 4	SHORELINE WEED CONTROL
Rivers Edge CDD II Pond 4	LAKE WEED CONTROL
Rivers Edge CDD II Pond 4	ALGAE CONTROL
Rivers Edge CDD II Pond 4	MONITORING
Rivers Edge CDD II Pond 9	SHORELINE WEED CONTROL



Work Order 00572117
 Work Order 00572117
 Number
 Created Date 4/26/2024

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

Rivers Edge CDD II Pond 9	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 9	ALGAE CONTROL	
Rivers Edge CDD II Pond 9	MONITORING	
Rivers Edge CDD II Pond 3	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 3	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 3	ALGAE CONTROL	
Rivers Edge CDD II Pond 3	MONITORING	
Rivers Edge CDD II Pond 14	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 14	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 14	ALGAE CONTROL	
Rivers Edge CDD II Pond 14	MONITORING	
Rivers Edge CDD II Pond 6	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 6	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 6	ALGAE CONTROL	
Rivers Edge CDD II Pond 6	MONITORING	
Rivers Edge CDD II Pond 2	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 2	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 2	ALGAE CONTROL	
Rivers Edge CDD II Pond 2	MONITORING	
Rivers Edge CDD II Pond 1	SHORELINE WEED CONTROL	
Rivers Edge CDD II Pond 1	LAKE WEED CONTROL	
Rivers Edge CDD II Pond 1	ALGAE CONTROL	
Rivers Edge CDD II Pond 1	MONITORING	
Rivers Edge CDD II Pond UU	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond SS	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond NN	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond TT	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond KK	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond CR3	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond JJ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond RC2	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 15	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 13	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 11	TRASH / DEBRIS COLLECTION (IN HOUSE)	



Work Order 00572117
 Work Order 00572117
 Number
 Created Date 4/26/2024

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

Rivers Edge CDD II Pond 10	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond RC1	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 12	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 8	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 5	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 7	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 4	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 9	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 3	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 14	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 6	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 2	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 1	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD II Pond 5		
Rivers Edge CDD II Pond 8		
Rivers Edge CDD II Pond 12		
Rivers Edge CDD II Pond RC1		
Rivers Edge CDD II Pond 11		
Rivers Edge CDD II Pond 15		
Rivers Edge CDD II Pond UU		
Rivers Edge CDD II Pond SS		
Rivers Edge CDD II Pond CR3		
Rivers Edge CDD II Pond 13		
Rivers Edge CDD II Pond KK		
Rivers Edge CDD II Pond 4		
Rivers Edge CDD II Pond TT		
Rivers Edge CDD II Pond 7		
Rivers Edge CDD II Pond 10		
Rivers Edge CDD II Pond 1		
Rivers Edge CDD II Pond 6		
Rivers Edge CDD II Pond 14		
Rivers Edge CDD II Pond 3		
Rivers Edge CDD II Pond RC2		
Rivers Edge CDD II Pond 9		



Work Order 00572117
Work Order 00572117
Number
Created Date 4/26/2024

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

Rivers Edge CDD II Pond JJ		
Rivers Edge CDD II Pond NN		
Rivers Edge CDD II Pond 2		



Work Order 00602561
Work Order 00602561
Number
Created Date 5/2/2024

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

Work Details

Specialist
Comments to
Customer

Ponds were inspected and accessible trash removed. There was a lot of trash removed from ponds CCC & DDD.
The residual systemic herbicide treatment in pond RR is starting to show effects as it draws the pigments from the plant. It is evident on the emergent vegetation and is working into the submersed growth but should provide lasting results as the herbicide works into the soil.
Today, I used a contact herbicide/algaecide mix to treat the algae and topped off growth. Herbicides were used to treat perimeter vegetation on listed ponds.
I can see an effect of my treatment on PP, however, I will be retreating next visit if it has not improved. I will need to increase rates or try another herbicide mode of action.
During treatment on RR, our ATV did minor damage to a resident's fence. We have already started communication with her and we will be handling the repairs.
The new contract has just gone through, so I will be having 2 visits each month and adding on the 3 new ponds, which I will service on my next visit this month.
Thank you for being a Solitude customer!

Prepared By KYLE FOLLANSBEE



Work Order 00602561

Work Order Number 00602561

Created Date 5/2/2024

Account Rivers Edge III CDD

Contact Jason Davidson

Address 160 Riverglade Run
St Johns, FL 32259
United States

Work Order Assets

Asset	Status	Product Work Type
Rivers Edge CDD III Pond 87	Inspected	
Rivers Edge CDD III Pond PP	Inspected	
Rivers Edge CDD III Pond 88	Inspected	
Rivers Edge CDD III Pond VV	Treated	
Rivers Edge CDD III Pond QQ	Treated	
Rivers Edge CDD III Pond II	Inspected	
Rivers Edge CDD III Pond BBB	Inspected	
Rivers Edge CDD III Pond EEE	Treated	
Rivers Edge CDD III Pond RR	Treated	
Rivers Edge CDD III Pond DDD	Inspected	
Rivers Edge CDD III Pond ZZ	Inspected	
Rivers Edge CDD III Pond AAA	Inspected	
Rivers Edge CDD III Pond FFF	Treated	
Rivers Edge CDD III Pond 89	Inspected	
Rivers Edge CDD III Pond CCC	Inspected	
Rivers Edge CDD III Pond YY	Inspected	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD III Pond 89	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 88	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 87	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 89	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 89	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 89	ALGAE CONTROL	
Rivers Edge CDD III Pond 89	MONITORING	
Rivers Edge CDD III Pond 88	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 88	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 88	ALGAE CONTROL	
Rivers Edge CDD III Pond 88	MONITORING	
Rivers Edge CDD III Pond 87	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 87	LAKE WEED CONTROL	



Work Order 00602561

Work Order Number 00602561

Account Rivers Edge III CDD

Contact Jason Davidson

Address 160 Riverglade Run
St Johns, FL 32259
United States

Created Date 5/2/2024

Rivers Edge CDD III Pond 87	ALGAE CONTROL	
Rivers Edge CDD III Pond 87	MONITORING	
Rivers Edge CDD III Pond FFF	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond FFF	LAKE WEED CONTROL	
Rivers Edge CDD III Pond FFF	ALGAE CONTROL	
Rivers Edge CDD III Pond FFF	MONITORING	
Rivers Edge CDD III Pond EEE	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond EEE	LAKE WEED CONTROL	
Rivers Edge CDD III Pond EEE	ALGAE CONTROL	
Rivers Edge CDD III Pond EEE	MONITORING	
Rivers Edge CDD III Pond DDD	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond DDD	LAKE WEED CONTROL	
Rivers Edge CDD III Pond DDD	ALGAE CONTROL	
Rivers Edge CDD III Pond DDD	MONITORING	
Rivers Edge CDD III Pond CCC	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond CCC	LAKE WEED CONTROL	
Rivers Edge CDD III Pond CCC	ALGAE CONTROL	
Rivers Edge CDD III Pond CCC	MONITORING	
Rivers Edge CDD III Pond BBB	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond BBB	LAKE WEED CONTROL	
Rivers Edge CDD III Pond BBB	ALGAE CONTROL	
Rivers Edge CDD III Pond BBB	MONITORING	
Rivers Edge CDD III Pond AAA	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond AAA	LAKE WEED CONTROL	
Rivers Edge CDD III Pond AAA	ALGAE CONTROL	
Rivers Edge CDD III Pond AAA	MONITORING	
Rivers Edge CDD III Pond ZZ	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond ZZ	LAKE WEED CONTROL	
Rivers Edge CDD III Pond ZZ	ALGAE CONTROL	
Rivers Edge CDD III Pond ZZ	MONITORING	
Rivers Edge CDD III Pond YY	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond YY	LAKE WEED CONTROL	
Rivers Edge CDD III Pond YY	ALGAE CONTROL	
Rivers Edge CDD III Pond YY	MONITORING	



Work Order 00602561

Work Order Number 00602561

Account Rivers Edge III CDD

Contact Jason Davidson

Address 160 Riverglade Run
St Johns, FL 32259
United States

Created Date 5/2/2024

Rivers Edge CDD III Pond VV	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond VV	LAKE WEED CONTROL	
Rivers Edge CDD III Pond VV	ALGAE CONTROL	
Rivers Edge CDD III Pond VV	MONITORING	
Rivers Edge CDD III Pond RR	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond RR	LAKE WEED CONTROL	
Rivers Edge CDD III Pond RR	ALGAE CONTROL	
Rivers Edge CDD III Pond RR	MONITORING	
Rivers Edge CDD III Pond QQ	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond QQ	LAKE WEED CONTROL	
Rivers Edge CDD III Pond QQ	ALGAE CONTROL	
Rivers Edge CDD III Pond QQ	MONITORING	
Rivers Edge CDD III Pond PP	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond PP	LAKE WEED CONTROL	
Rivers Edge CDD III Pond PP	ALGAE CONTROL	
Rivers Edge CDD III Pond PP	MONITORING	
Rivers Edge CDD III Pond II	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond II	LAKE WEED CONTROL	
Rivers Edge CDD III Pond II	ALGAE CONTROL	
Rivers Edge CDD III Pond II	MONITORING	
Rivers Edge CDD III Pond FFF	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond EEE	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond DDD	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond CCC	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond BBB	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond AAA	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond ZZ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond YY	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond VV	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond RR	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond QQ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond PP	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond II	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond YY		



Work Order 00602561

Work Order 00602561
Number

Account Rivers Edge III CDD

Contact Jason Davidson

Address 160 Riverglade Run
St Johns, FL 32259
United States

Created Date 5/2/2024

Rivers Edge CDD III Pond CCC		
Rivers Edge CDD III Pond 89		
Rivers Edge CDD III Pond FFF		
Rivers Edge CDD III Pond AAA		
Rivers Edge CDD III Pond ZZ		
Rivers Edge CDD III Pond DDD		
Rivers Edge CDD III Pond RR		
Rivers Edge CDD III Pond EEE		
Rivers Edge CDD III Pond BBB		
Rivers Edge CDD III Pond II		
Rivers Edge CDD III Pond QQ		
Rivers Edge CDD III Pond VV		
Rivers Edge CDD III Pond 88		
Rivers Edge CDD III Pond PP		
Rivers Edge CDD III Pond 87		



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

Rivertown CDD
Howard "Mac" McGaffney
GMS Services LLC
475 W. Town Place, Suite 114
Saint Augustine, FL 32092



NAME / ID:				
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
	SJSO24CAD080219			3

ACTIVITY / COMMENTS:

Total Contacts:4 Citations:0 Warnings:3 Top speed measured by radar was; ,***38MPH on Kendall Crossing***, ***35MPH on Rivertown Main***

Responded to a tree falling on a person (SJSO24OFF003785) and assisted with a disturbance (SJSO24OFF003786)



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

Rivertown CDD
GMS Services LLC
475 W. Town Place, Suite 114
Saint Augustine, FL 32092



NAME / ID:				
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
	SJSO24CAD084906			3

ACTIVITY / COMMENTS:

Total Contacts:3 Citations:0 Warnings:3 Top speed measured by radar was; ,***35MPH on Rivertown Main***, **42MPH on Keystone Corners**

***Routine Patrolled Construction sights due to ongoing issues with speeding trucks, no violations observed**



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

Rivertown CDD
Howard "Mac" McGaffney
GMS Services LLC
475 W. Town Place, Suite 114
Saint Augustine, FL 32092



NAME / ID:				
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
	SJSO24CAD094619			3

ACTIVITY / COMMENTS:

Total Contacts:1 Citations:0 Warnings:0 Top speed measured by Radar was,, **33 MPH on RiverTown Main Street.

Assisted with a disturbance at the Rivertown Publix. Spoke to two juveniles who were near the houses under construction in the Ravine. Advised them not to enter the houses or be on the construction sites.

Multiple rounds of patrols conducted throughout the entire neighborhood.

RollKall Invoice#: 3015227

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, April 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
Jarrett O’Leary	Supervisor
Amber King	Supervisor

Also present were:

Jim Oliver	District Manager
Lauren Gentry	District Counsel
Ryan Stilwell	District Engineer
Jason Davidson	General Manager
Kevin McKendree	Field Operations Manager
Mike Scuncio	Yellowstone Landscape
Garrett Cannady	Yellowstone Landscape
Richard Losco	Vesta Property Services
Kim Fatuch	Vesta Property Services
Mary Grace Henley	Kilinski Van Wyk
Darrin Mossing	GMS
Corbin deNagy	GMS
Sete Zare <i>by phone</i>	MBS Capital Markets
Cynthia Wilhelm <i>by phone</i>	Nabors, Giblin & Nickerson

The following is a summary of the discussions and actions taken at the April 17, 2024 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Oliver called the meeting to order at 9:00 a.m.

SECOND ORDER OF BUSINESS

Public Comment

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Financing Matters

A. Consideration of Supplement to Investment Banking Agreement with MBS Capital Markets, LLC

Ms. Zare stated that all the terms of the original investment banking agreement are still in place; this document just supplements that agreement for the Series 2024 bond issuance.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the supplement to investment banking agreement with MBS Capital Markets, LLC was approved.

B. Consideration of Supplemental Engineer’s Report

Mr. Stilwell noted that the projects included in the supplemental engineer’s report were all part of the master capital improvement plan. The map of the master development plan includes parcels 37 and 39 where the projects occur, and the master transportation plan map highlights a portion of RiverTown Main Street Phase 4, which is also part of the project.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the supplemental engineer’s report was approved.

C. Consideration of Preliminary Assessment Methodology Report

Mr. Oliver noted that the paragraphs related to the development program and capital improvement plan included in the methodology report mirror the engineer’s report. The assessment consultant has determined there is a special benefit to the properties impacted by the capital improvement project. There are 322 lots being planned with three different development types. The total estimated costs come to just under \$11 million. The net debt service per unit ranges from \$921 to \$3,177.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor the preliminary assessment methodology was approved.

D. Consideration of Delegation Resolution 2024-05

Ms. Wilhelm presented the delegation resolution noting the resolution serves two main purposes; to delegate the Chair the authority to enter into a bond purchase agreement so long as

the purchase agreement includes certain parameters that the Board will approve, and to approve the forms of documents needed to market, price and sell the bonds including the purchase agreement, the supplemental indenture, the preliminary limited offering memorandum and the continuing disclosure agreement. These documents will be approved in substantial form and will be updated as the bond process proceeds. The resolution includes parameters such as the maximum principal amount of the bonds is not to exceed \$11 million; the maximum coupon rate is the maximum statutory rate; the underwriting discount is a maximum of 2%; the maturity date is not to exceed May 1, 2056, and the redemption provisions are set forth in the bonds with option redemption no later than May 1, 2037 at par.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2024-05 was approved in substantial form.

FOURTH ORDER OF BUSINESS

Staff Reports

A. Landscape 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 informed the Board the improvements anticipated to be funded by the Series 2024 bond issuance will mostly be used to reimburse the Main Street Phase 4 acquisition that has already been completed. Her office will be working to complete documents to use up the remaining portion of the bond funds for Parcel 37.

D. District Manager

Mr. Oliver informed the Board that Howard McGaffney has left GMS and introduced Mr. deNagy as a District Manager for GMS, noting he will be working with the three Rivers Edge districts on fiscal matters, particularly the cost share.

E. General Manager - Monthly Operations and Pond Reports

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

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

- A. Minutes of the March 28, 2024 Board of Supervisors Meeting**
- B. Financial Statements as of February 29, 2024**
- C. Check Register**

Copies of the minutes, the financial statements, and the check register totaling \$78,044.52, were included in the agenda package for the Board’s review.

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

SIXTH ORDER OF BUSINESS **Business Items**

- A. Acceptance of the Fiscal Year 2023 Audit Report**

Mr. Oliver informed the Board the fiscal year 2023 audit report is a clean audit with no findings or recommendations to report.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor the Fiscal Year 2023 Audit Report was accepted.

- B. Consideration of Cost Share Request for Backup Motor for RiverClub Pool**

Mr. Davidson presented a cost share request to purchase a backup motor for the RiverClub pool to avoid any down time with the pool during the summer. Two quotes were provided totaling \$7,300 and \$7,671.19.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the cost share request for purchasing a backup motor for the RiverClub Pool from Epic Pools at a total of \$7,300 was approved.

The following item was taken out of order from the agenda.

- D. Consideration of Funding Request No. 38**

A copy of funding request number 38 totaling \$63,476.57 was included in the agenda package for the Board’s review.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor funding request number 38 was approved.

C. Consideration of Authorizing Staff to Notice a Request for Proposals for Amenity and Field Operations Management Services and Consideration of Adding a Joint Meeting with Rivers Edge and Rivers Edge II to Discuss Proposals

Ms. Gentry stated that her firm is still working on finalizing documents for the request for proposals for amenity and field operations management services. The documents are anticipated to be presented at the May meeting, with a joint meeting to be scheduled in June for all three boards to review the proposals.

SEVENTH ORDER OF BUSINESS Supervisor Requests

There being no further requests, the next item followed.

EIGHTH ORDER OF BUSINESS Audience Comments

There being none, the next item followed.

NINTH ORDER OF BUSINESS Next Scheduled Meeting – May 15, 2024 at 9:00 a.m. at the RiverHouse

TENTH ORDER OF BUSINESS Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Rivers Edge III
Community Development District

Unaudited Financial Reporting
March 31, 2024



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

	General Fund	Debt Service Fund	Capital Reserve Fund	Capital Project Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	\$ 23,901	\$ -	\$ -	\$ -	\$ 23,901
Assessments Receivable	626	431		-	1,057
Due from Capital Project Fund	1,203	-		-	1,203
Investments:					
State Board of Administration (SBA) Custody	1,135	-	-	-	1,135
	141	-			141
Series 2021					
Reserve	-	275,400	-	-	275,400
Capital Interest	-	6,069	-	-	6,069
Revenue	-	530,262	-	-	530,262
Construction	-	-	-	423	423
Deposits	1,890	-	-	-	1,890
Total Assets	\$ 28,895	\$ 812,161	\$ -	\$ 423	\$ 841,480
Liabilities:					
Due to General Fund	\$ -	\$ -	\$ -	\$ 1,203	\$ 1,203
Total Liabilities	\$ -	\$ -	\$ -	\$ 1,203	\$ 1,203
Fund Balance:					
Nonspendable:					
Deposits	\$ 1,890	\$ -	\$ -	\$ -	\$ 1,890
Restricted for:					
Debt Service - Series	-	812,161		-	812,161
Capital Project - Series	-	-	-	(779)	(779)
Assigned for:					
Capital Reserve Fund	-	-	-	-	-
Unassigned	27,005	-	-	-	27,005
Total Fund Balances	\$ 28,895	\$ 812,161	\$ -	\$ (779)	\$ 840,277
Total Liabilities & Fund Balance	\$ 28,895	\$ 812,161	\$ -	\$ 423	\$ 841,480

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

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 446,407	\$ 446,407	\$ 444,772	\$ (1,635)
Special Assessments - Direct Bill	76,160	76,160	76,160	-
Developer Contributions	1,071,889	-	-	-
Miscellaneous Income/Interest	1,500	1,500	1,816	316
Total Revenues	\$ 1,595,956	\$ 524,066	\$ 522,748	\$ (1,318)
Expenditures:				
<i>General & Administrative:</i>				
District Engineer	\$ 5,000	\$ 2,500	\$ 2,321	\$ 179
District Counsel	25,000	12,500	8,130	4,370
District Management	29,680	14,840	14,840	0
Assessment Administration	5,300	5,300	5,300	-
Dissemination Agent	3,710	1,855	1,855	(0)
Information Technology	1,272	636	636	-
Website Administration	1,908	954	954	-
Website Maintenance	-	-	400	(400)
Annual Audit	5,100	2,550	1,500	1,050
Trustee Fees	6,000	3,000	2,188	813
Arbitrage	600	300	-	300
Telephone	150	75	11	64
Postage	250	125	94	31
Printing & Binding	1,000	500	103	397
Insurance	8,756	8,756	5,758	2,998
Legal Advertising	1,500	750	-	750
Other Current Charges	800	400	-	400
Office Supplies	150	75	1	74
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 96,351	\$ 55,291	\$ 44,265	\$ 11,026
<i>Operations & Maintenance</i>				
<i>Grounds Maintenance:</i>				
Cost Share Landscaping- Rivers Edge	\$ 162,917	\$ 81,459	\$ 81,459	\$ (0)
Field Operations Management (Vesta)	18,626	9,313	16,492	(7,179)
Landscape Maintenance	467,076	233,538	258,706	(25,168)
Landscape Contingency	10,000	5,000	7,471	(2,471)
Irrigation Repairs and Maintenance	5,000	5,000	23,317	(18,317)
Lake Maintenance	20,000	10,000	7,859	2,141
Irrigation Water Use	13,800	6,900	1,360	5,540
Electric	3,000	1,500	169	1,331
Street Lighting	15,000	7,500	-	7,500
Street and Drainage Maintenance	5,000	2,500	-	2,500
Other Repair & Replacements	10,000	5,000	-	5,000
Subtotal Grounds Maintenance	\$ 730,420	\$ 367,710	\$ 396,832	\$ (29,123)

Rivers Edge III
Community Development District
General Fund

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

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
<i>Amenity Center:</i>				
Cost Share Amenity- Rivers Edge	\$ 248,626	\$ 124,313	\$ 124,313	\$ 0
Cost Share Amenity- Rivers Edge II	46,753	23,377	23,376	0
General Manager (Vesta)	24,086	12,043	12,043	(0)
Amenity Manager (Vesta)	7,791	3,896	-	3,896
Maintenance Service (Vesta)	31,535	15,767	-	15,767
Lifestyle Director (Vesta)	7,627	3,814	-	3,814
Lifeguards (Vesta)	47,390	23,695	-	23,695
Facility Attendant (Vesta)	26,371	13,186	-	13,186
Pool Maintenance (Vesta)	8,000	4,000	-	4,000
Janitorial (Vesta)	13,305	6,653	-	6,653
Security Monitoring	1,800	900	-	900
Security Guards	25,000	12,500	-	12,500
Telephone	8,500	4,250	-	4,250
Insurance	75,000	75,000	12,389	62,611
Fitness Equipment Lease	15,000	7,500	-	7,500
Window Cleaning	1,500	750	-	750
Pressure Washing	15,000	7,500	-	7,500
Pool Chemicals (Poolsure)	20,000	10,000	-	10,000
Natural Gas	500	250	-	250
Electric	20,000	10,000	-	10,000
Water & Sewer	30,000	15,000	-	15,000
Amenity Repairs and Replacement	10,000	5,000	2,212	2,788
Refuse	15,000	7,500	-	7,500
Pest Control	3,600	1,800	-	1,800
Fire Alarm System and Maintenance	2,000	1,000	-	1,000
Access Cards	1,000	500	-	500
License / Permits	1,800	900	-	900
Speical Events	15,000	7,500	-	7,500
Holiday Decorations	10,000	5,000	-	5,000
Office Supplies / Postage	1,500	750	-	750
Capital Expenditures	5,500	2,750	-	2,750
General Reserve Funding	30,000	-	-	-
Subtotal Amenity Center	\$ 769,185	\$ 407,092	\$ 174,333	\$ 232,759
Total Operations & Maintenance	\$ 1,499,605	\$ 774,802	\$ 571,166	\$ 203,636
Total Expenditures	\$ 1,595,956	\$ 830,093	\$ 615,431	\$ 214,662
Excess (Deficiency) of Revenues over Expenditures	\$ 0	\$ (306,027)	\$ (92,683)	\$ 213,344
Net Change in Fund Balance	\$ (0)	\$ (306,027)	\$ (92,683)	\$ 213,344
Fund Balance - Beginning	\$ -		\$ 121,578	
Fund Balance - Ending	\$ (0)		\$ 28,895	

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

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 307,367	\$ 307,367	\$ 306,238	\$ (1,129)
Special Assessments - Direct Bill	243,427	182,570	182,570	-
Interest Income	7,500	7,500	13,927	6,427
Total Revenues	\$ 558,294	\$ 497,438	\$502,735	\$ 5,298
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	\$ 326,873	\$ 332,170	\$ 5,298
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 7,164	\$ 326,873	\$ 332,170	\$ 5,298
Fund Balance - Beginning	\$ 194,965		\$ 479,991	
Fund Balance - Ending	\$ 202,129		\$ 812,161	

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

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues				
Capital Reserve Funding - Transfer In	\$ 30,000	\$ -	\$ -	\$ -
Interest	100	50	-	(50)
Total Revenues	\$ 30,100	\$ 50	\$ -	\$ (50)
Expenditures:				
Repair and Replacements	\$ 5,000	\$ 2,500	\$ -	\$ 2,500
Total Expenditures	\$ 5,000	\$ 2,500	\$ -	\$ 2,500
Excess (Deficiency) of Revenues over Expenditures	\$ 25,100		\$ -	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 25,100		\$ -	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ 25,100		\$ -	

**Rivers Edge III
Community Development District
Statement of Revenues and Expenditures**

Capital Projects Funds

For The Period Ending March 31, 2024

Description	SE 2021
Revenues	
<i>Interest Income:</i>	
Construction	\$ 31
Total Revenues	\$ 31
Expenditures	
Capital Outlay	\$ 2,842
Total Expenditures	\$ 2,842
Excess Revenues (Expenditures)	\$ (2,810)
Beginning Fund Balance	\$ 2,031
Ending Fund Balance	\$ (779)

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			BALANCE DUE / (DISCOUNTS NOT TAKEN)
SERIES 2021 DEBT PAID	O&M PAID	TOTAL PAID	
182,570.48	76,159.57	258,730.05	60,856.82
-	-	-	-
182,570.48	76,159.57	258,730.05	60,856.82
306,238.14	444,771.93	751,010.07	2,760.44
488,808.62	520,931.50	1,009,740.12	63,617.26

DIRECT BILL PERCENT COLLECTED	75.00%	100.00%	80.96%
TAX ROLL PERCENT COLLECTED	99.63%	99.63%	99.63%
TOTAL PERCENT COLLECTED	88.75%	99.69%	94.07%

(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	SERIES 2021 DEBT	O&M	TOTAL AMOUNT
1	11/3/2023	-	-	-
2	11/17/2023	1,693.35	2,459.38	4,152.73
3	11/22/2023	15,522.38	22,544.29	38,066.67
4	12/14/2023	13,829.03	20,084.91	33,913.94
5	12/21/2023	75,636.27	109,852.05	185,488.32
6	1/9/2024	157,199.36	228,312.06	385,511.42
INTEREST	1/11/2024	786.53	1,142.34	1,928.87
7	2/12/2024	38,835.35	56,403.40	95,238.75
8	3/19/2024	2,304.84	3,347.49	5,652.33
INTEREST	4/12/2024	431.03	626.01	1,057.04
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
TOTAL TAX ROLL RECEIPTS		306,238.14	444,771.93	751,010.07

C.

Rivers Edge III

Community Development District

Check Run Summary

March 31, 2024

Fund	Date	Check No.	Amount
General Fund			
	3/15/24	429-446	\$ 104,344.14
	3/22/24	447-452	75,756.71
Total			\$ 180,100.85

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/15/24	00037	2/12/24	40274	202402	320-57200-60000		INSPECT CERTIFIED	*	49.50		
DOLPHIN BACKFLOW INC										49.50	000429
3/15/24	00003	3/01/24	48	202403	310-51300-34000		MAR MANAGEMENT FEES	*	2,473.33		
		3/01/24	48	202403	310-51300-35100		MAR WEBSITE ADMIN	*	159.00		
		3/01/24	48	202403	310-51300-35100		MAR INFO TECH	*	106.00		
		3/01/24	48	202403	310-51300-32400		MAR DISSEM AGENT SRVCS	*	309.17		
		3/01/24	48	202403	310-51300-51000		OFFICE SUPPLIES	*	.06		
		3/01/24	48	202403	310-51300-42000		POSTAGE	*	12.28		
		3/01/24	48	202403	310-51300-42500		COPIES	*	33.30		
GOVERNMENTAL MANAGEMENT SERVICES										3,093.14	000430
3/15/24	00012	3/01/24	25334	202403	310-51300-32200		AUDIT FYE 9/30/23	*	1,500.00		
GRAU AND ASSOCIATES										1,500.00	000431
3/15/24	00013	2/19/24	8700	202401	300-13100-10500		JAN PROJECT CONSTRUCTION	*	585.00		
KILINSKI VAN WYK										585.00	000432
3/15/24	00013	2/20/24	8799	202401	310-51300-31500		JAN GENERAL COUNSEL	*	2,590.78		
KILINSKI VAN WYK										2,590.78	000433
3/15/24	00013	1/15/24	8436	202312	300-13100-10500		DEC PROJECT CONSTRUCTION	*	617.50		
KILINSKI VAN WYK										617.50	000434
3/15/24	00005	2/19/24	51854	202401	310-51300-31100		JAN PROFESSIONAL SERVICES	*	696.25		
PROSSER										696.25	000435
3/15/24	00011	1/01/24	CS-2024-	202401	320-57200-49100		CS LANDSCAPING JAN 2024	*	13,576.42		
		1/01/24	CS-2024-	202401	320-57200-49200		CS AMENITY JAN 2024	*	20,718.83		
RIVERS EDGE CDD										34,295.25	000436

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/15/24	00019	1/01/24	CS-2024- CS AMENITY JAN 2024	202401	300-20700-10100			RIVERS EDGE II CDD	*	3,896.08	3,896.08	000437
3/15/24	00019	3/01/24	CS-2024- CS AMENITY MAR 2024	202403	300-20700-10100			RIVERS EDGE II CDD	*	3,896.08	3,896.08	000438
3/15/24	00036	3/01/24	PSI05485 MAR POND MAINTENANCE	202403	320-57200-46800			SOLITUDE LAKE MANAGEMENT LLC	*	1,046.00	1,046.00	000439
3/15/24	00035	2/29/24	417935 FEB BILLABLE MILEAGE	202402	320-57200-44000			VESTA PROPERTY SERVICES, INC	*	105.79	105.79	000440
3/15/24	00035	3/01/24	417567 MAR FIELD OP MANAGER	202403	320-57200-44000			VESTA PROPERTY SERVICES, INC	*	2,660.93	4,668.10	000441
		3/01/24	417567 MAR GENERAL MANAGER	202403	330-53800-34000				*	2,007.17		
3/15/24	00028	2/19/24	JAX65992 INSTALL PINE STRAW	202402	320-57200-46101			YELLOWSTONE LANDSCAPE	*	1,364.00	1,364.00	000442
3/15/24	00028	2/29/24	JAX66154 LAUREL OAK FELLINGS SRVCS	202402	320-57200-46101			YELLOWSTONE LANDSCAPE	*	1,595.00	1,595.00	000443
3/15/24	00028	2/29/24	JAX66154 IRRG RPR START-UP INSPECT	202402	320-57200-46200			YELLOWSTONE LANDSCAPE	*	144.00	144.00	000444
3/15/24	00028	3/01/24	JAX66902 MAR LANDSCAPE MAINTENANCE	202403	320-57200-46100			YELLOWSTONE LANDSCAPE	*	44,094.35	44,094.35	000445
3/15/24	00035	12/31/23	416595 DEC BILLABLE MILEAGE	202312	320-57200-44000			VESTA PROPERTY SERVICES, INC	*	107.32	107.32	000446
3/22/24	00032	1/29/24	3717 FORM CONCRETE SIDEWALK	202401	320-57200-60000			G&G EXCAVATION & CONSTRUCTION INC	*	1,475.00	1,475.00	000447

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/22/24	00013	3/18/24	9046	202402	310	51300	31500		FEB GENERAL COUNSEL KILINSKI VAN WYK	*	1,500.00	1,500.00	000448
3/22/24	00005	3/18/24	52070	202402	310	51300	31100		FEB PROFESSIONAL SERVICES PROSSER	*	295.13	295.13	000449
3/22/24	00011	2/01/24	CS-2024-	202402	320	57200	49100		CS LANDSCAPING FEB 2024 CS AMENITY FEB 2024 RIVERS EDGE CDD	*	13,576.42	34,295.25	000450
		2/01/24	CS-2024-	202402	320	57200	49200		CS AMENITY FEB 2024 RIVERS EDGE CDD	*	20,718.83		
3/22/24	00011	3/01/24	CS-2024-	202403	320	57200	49100		CS LANDSCAPING MAR 2024 CS AMENITY MAR 2024 RIVERS EDGE CDD	*	13,576.42	34,295.25	000451
		3/01/24	CS-2024-	202403	320	57200	49200		CS AMENITY MAR 2024 RIVERS EDGE CDD	*	20,718.83		
3/22/24	00019	2/01/24	CS-2024-	202402	320	57200	49300		CS AMENITY FEB 2024 RIVERS EDGE II CDD	*	3,896.08	3,896.08	000452
TOTAL FOR BANK A											180,100.85		
TOTAL FOR REGISTER											180,100.85		

Dolphin Backflow, Inc.

Plumbing Contractor

P. O. Box 2591
 Orange Park, FL 32067-2591
 www.dolphinbackflow.com

Phone: (904) 269-5489 FAX (904) 215-6025

Invoice

Plumbing CFC1428994
 Underground Utilities: CUC 1224448
 Fire Protection: FPC11-000004

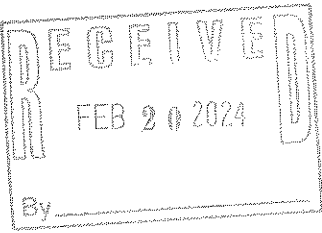

BILL TO

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

DATE	INVOICE #
2/12/2024	40274

P.O. NO.	TERMS
	Due on receipt

WE SEND INSPECTION REPORT TO UTILITY

DESCRIPTION	QUANTITY	PRICE	AMOUNT
Inspection and Certification of Backflow Preventer: Rivers Edge CDD, 547 Rivertown Main Street, Jacksonville, FL 32259 Wilkins RP 0.75" Model 975XL2 SN: 4329847 Meter# 82400253	1	45.00	45.00
JEA Report Submission Fee Acct # 8885666288	1	4.50	4.50
			
Approved RECDD III Submitted to AP on 2.20.24 by Jason Davidson 			
EMAIL ADDRESS OR TEXT NUMBER NEEDED FOR CREDIT CARD RECEIPTS			
We Accept Visa, Mastercard, AMX, Discover			
Credit Card #	Exp.	CVV	Billing Zip Code
			BALAN... \$49.50
A 10% fee will be charged on all invoices unpaid after 60 days.			
Thank you for your business.			

*Insulation not guaranteed to protect against all freeze damage.

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

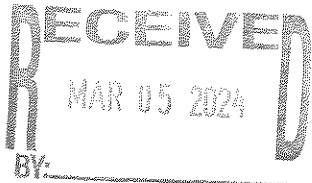
Invoice

Invoice #: 48
Invoice Date: 3/1/24
Due Date: 3/1/24
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 -March 2024		2,473.33	2,473.33
Website Administration -March 2024		159.00	159.00
Information Technology - March 2024		106.00	106.00
Dissemination Agent Services - March 2024		309.17	309.17
Office Supplies		0.06	0.06
Postage		12.28	12.28
Copies		33.30	33.30



Total \$3,093.14

Payments/Credits \$0.00

Balance Due \$3,093.14

Grau and Associates

951 W. Yamato Road, Suite 280
Boca Raton, FL 33431-
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

*Rivers Edge III Community Development District
1001 Bradford Way
Kingston, TN 37763*

Invoice No. 25334
Date 03/01/2024

SERVICE	AMOUNT
Audit FYE 09/30/2023	\$ <u>1,500.00</u>
Current Amount Due	\$ <u>1,500.00</u>

RECEIVED
MAR 01 2024
BY: _____

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
1,500.00	0.00	0.00	0.00	0.00	1,500.00

Payment due upon receipt.

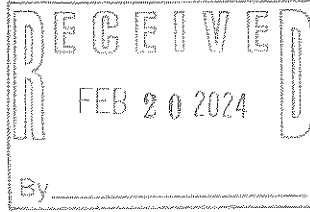


KILINSKI | VAN WYK

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 # 8700
Date: 02/19/2024
Due On: 03/20/2024

Due from Capitol Project fund

1,300,131.105

RE3CDD-103 Project Construction

Rivers Edge III CDD - 103 Project Construction

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	01/07/2024	Review invoice and contract documentation; update Main Street Phase 4 ROW acquisition documents.	1.20	\$325.00	\$390.00
Service	LG	01/09/2024	Update Main Street Phase 4 acquisition documents and prepare forms for signature.	0.60	\$325.00	\$195.00

Total *X* \$585.00 *X*

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8436	02/14/2024	\$617.50	\$0.00	\$617.50

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8700	03/20/2024	\$585.00	\$0.00	\$585.00
Outstanding Balance				\$1,202.50

Total Amount Outstanding **\$1,202.50**

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

Please pay within 30 days.



INVOICE

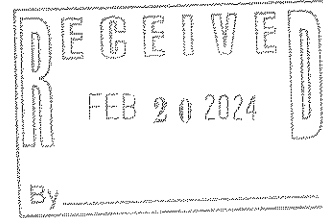
KILINSKI | VAN WYK

Invoice # 8799
Date: 02/20/2024
Due On: 03/21/2024

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



RE3CDD-01 General

River's Edge III - 01 General Counsel

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	01/03/2024	Review draft agenda and send revisions; confer with Stilwell regarding roundabout agreement.	0.60	\$325.00	\$195.00
Service	LG	01/04/2024	Confer with Stilwell regarding roundabout agreement; provide comments to FDOT.	0.80	\$325.00	\$260.00
Service	JK	01/05/2024	Review Form 1 submittal requirements and ethics training requirements and prepare/ disseminate ethics memo for same.	0.10	\$325.00	\$32.50
Service	LG	01/07/2024	Review and revise amenity RFP documents.	0.40	\$325.00	\$130.00
Service	MGH	01/12/2024	Review and analyze agenda package including various reports, documents, and proposals in preparation for upcoming Board meeting	0.60	\$280.00	\$168.00
Service	LG	01/17/2024	Prepare for, travel to, and attend Board meeting.	1.90	\$325.00	\$617.50
Expense	AL	01/17/2024	Mileage: Travel LG	78.10	\$0.67	\$52.33
Expense	AL	01/17/2024	Meals: Travel LG	1.00	\$6.28	\$6.28
Expense	AL	01/17/2024	Hotel: Travel LG	1.00	\$47.67	\$47.67
Service	LW	01/18/2024	Preparation of Tax-Exempt Filing Reminder to District Staff.	0.10	\$180.00	\$18.00
Service	MGH	01/23/2024	Prepare addendum to Yellowstone	0.80	\$280.00	\$224.00

landscaping services agreement						
Service	LG	01/26/2024	Confer with Stilwell regarding roundabout agreement and Main Street Phase 4 acquisition.	0.30	\$325.00	\$97.50
Service	LG	01/28/2024	Review and revise landscape addendum for Main Street Phase 4.	0.30	\$325.00	\$97.50
Service	LG	01/31/2024	Review executed Main Street Phase 4 acquisition documents, save to file, and circulate CDD documents for signature.	1.30	\$325.00	\$422.50
Service	LG	01/31/2024	Review status of cost-share items.	0.20	\$325.00	\$65.00
Service	MGH	01/31/2024	Review and analyze Notice to Owner regarding HVAC equipment installation and outline strategy for response on behalf of the District	0.30	\$280.00	\$84.00
Service	RVW	01/31/2024	Distribute Legislative Weekly newsletter.: Monitor 2024 legislative bills impacting District and provide summary of same.	0.20	\$365.00	\$73.00
					Total	\$2,590.78

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8799	03/21/2024	\$2,590.78	\$0.00	\$2,590.78
			Outstanding Balance	\$2,590.78
			Total Amount Outstanding	\$2,590.78

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

Please pay within 30 days.

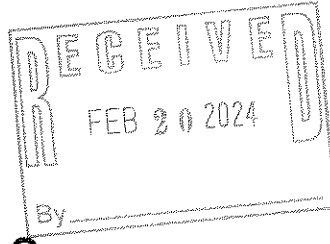


KILINSKI | VAN WYK

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 # 8436
Date: 01/15/2024
Due On: 02/14/2024

Due from Capital Project Fund

1,300.131 105

Rivers Edge III CDD - 103 Project Construction

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	LG	12/06/2023	Prepare draft acquisition documents for Main Street Phase 4.	1.20	\$325.00	\$390.00
Service	LG	12/22/2023	Review changes to FDOT roundabout agreement and confer with engineer regarding same.	0.70	\$325.00	\$227.50

Total *\$* 617.50 *X*

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7951	12/19/2023	\$585.00	\$0.00	\$585.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8436	02/14/2024	\$617.50	\$0.00	\$617.50
Outstanding Balance				\$1,202.50
Total Amount Outstanding				\$1,202.50

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

Please pay within 30 days.



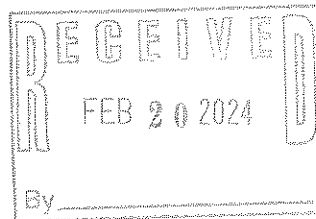
February 19, 2024
Project No: P0113094.80
Invoice No: 51854

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

Project P0113094.80 Rivers Edge III CDD
For services including attend January CDD meeting and correspond with staff on questions.
Professional Services from January 01, 2024 to January 31, 2024

Professional Personnel

	Hours	Rate	Amount	
Clerical/Admin Asst/Technician	.75	95.00	71.25	
Vice President	2.50	250.00	625.00	
Totals	3.25		696.25	
Total Labor				696.25
		Total this Invoice		\$696.25

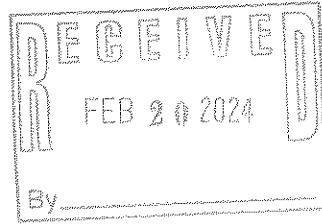


Rivers Edge CDD

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

INVOICE

DATE: 1/1/24
INVOICE # CS-2024-JAN



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

DESCRIPTION	AMOUNT
Cost Share-Landscaping for January 2024	\$ 13,576.42
Cost Share- RiverTown Amenity for January 2024	\$ 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 II CDD

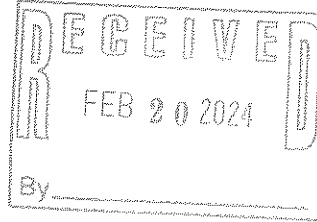
475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 1/1/24
INVOICE # CS-2024-JAN

Bill To:

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



DESCRIPTION	AMOUNT
Cost Share- RiverTown Amenity for January 2024	\$ 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

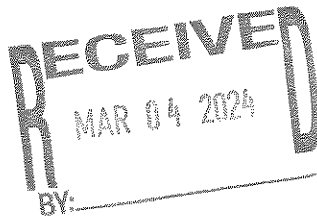
475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 3/1/24
INVOICE # CS-2024-MAR

Bill To:

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

DESCRIPTION	AMOUNT
Cost Share- RiverTown Amenity for March 2024 	\$ 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: PS1054857
 Invoice Date: 3/1/2024

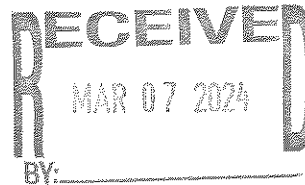
Bill
 To: Rivers Edge CDD III
 475 West Town Place, Suite 114
 Saint Augustin, FL 32092

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

Ship Via
 Ship Date 3/1/2024
 Due Date 3/31/2024
 Terms Net 30

Customer ID 20143
 P.O. Number
 P.O. Date 3/1/2024
 Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance March Billing 3/1/2024 - 3/31/2024 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		1	1	1,046.00	1,046.00



Approved RECDD III
 Submitted to AP on 3.7.24
 by Jason Davidson

Jason Davidson

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 # 417935
Date 02/29/2024
Terms Net 30
Due Date 03/30/2024
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 Feb split in 3	1	105.79	105.79
Total			105.79

RECEIVED
MAR 04 2024
BY: _____



Invoice

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

Invoice # 417567
Date 03/01/2024
Terms Net 30
Due Date 03/31/2024
Memo Rivers Edge CDDII

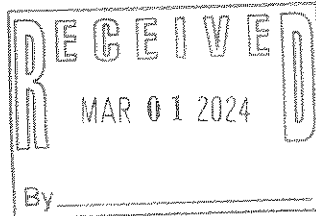
Bill To

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	2,660.93	2,660.93
General Manager	1	2,007.17	2,007.17

Thank you for your business.

Total 4,668.10





YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 659921	2/19/2024
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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

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

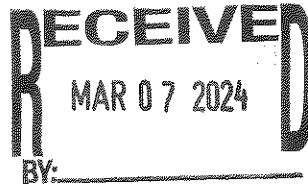
Invoice Due Date: March 20, 2024

Invoice Amount: \$1,364.00

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

Install Pine Straw in The Settlement at Common area

Landscape Enhancement CORE \$1,364.00



Invoice Total **\$1,364.00**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 3.7.24
by Jason Davidson

Jason Davidson

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



INVOICE

INVOICE #	INVOICE DATE
JAX 661546	2/29/2024
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: March 30, 2024

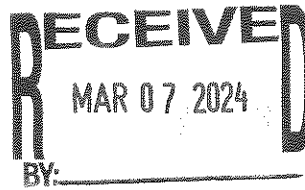
Invoice Amount: \$1,595.00

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

Laurel Oak Fellings 245 Wambaw Drive services

Tree Care Services

\$1,595.00



Invoice Total

\$1,595.00

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 3.7.24
by Jason Davidson

Jason Davidson

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



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
JAX 661547	2/29/2024
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

Remit To:

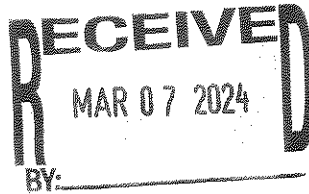
Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

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

Invoice Due Date: March 30, 2024
Invoice Amount: \$144.00

Description **Current Amount**

Irrigation repairs from start-up inspection*****223 Wambaw Dr.*****	\$144.00
Irrigation Repairs	\$144.00



Invoice Total **\$144.00**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 3.7.24
by Jason Davidson

Jason Davidson

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



INVOICE

INVOICE #	INVOICE DATE
JAX 669021	3/1/2024
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: March 31, 2024

Invoice Amount: \$44,094.35

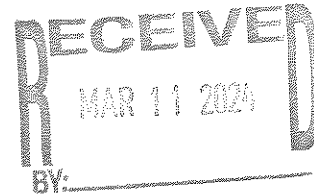
Description	Current Amount
Monthly Landscape Maintenance March 2024	\$44,094.35

Invoice Total \$44,094.35

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 3.11.24
by Jason Davidson

Jason Davidson



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



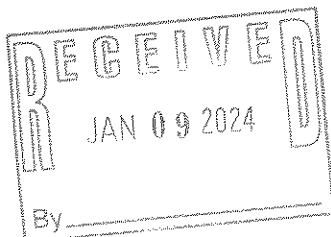
Invoice

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

Invoice # 416595
Date 12/31/2023
Terms Net 30
Due Date 01/30/2024
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 Dec.split in 3	1	107.32	107.32
Total			107.32



Vesta Mileage Report

Name: **Kevin McKendree** Month: **Dec-23**

Date	Purpose	Location (From)	Destination (To)	Billable Miles	Community Billed To:	Non-billable Miles	Mileage
12/1	Daily mileage	Rivertown	Rivertown	19.8	Riversedge CDD		19.8
12/4	Daily mileage	Rivertown	Rivertown	45.6	iversedge CDD		45.6
12/5	Daily mileage	Rivertown	Rivertown	72.8	iversedge CDD		72.8
12/6	Daily mileage	Rivertown	Rivertown	11.9	Riversedge CDD		11.9
12/7	Daily mileage	Rivertown	Rivertown	68.5	iversedge CDD		68.5
12/8	Daily mileage	Rivertown	Rivertown	23.8	iversedge CDD		23.8
12/11	Daily mileage	Rivertown	Rivertown	46.8	iversedge CDD		46.8
12/12	Daily mileage	Rivertown	Rivertown	24.5	iversedge CDD		24.5
12/13	Daily mileage	Rivertown	Rivertown	18.9	iversedge CDD		18.9
12/14	Daily mileage	Rivertown	Rivertown	19.2	iversedge CDD		19.2
12/15	Daily mileage	Rivertown	Rivertown	11.4	iversedge CDD		11.4
12/18	Daily mileage	Rivertown	Rivertown	43.7	iversedge CDD		43.7
12/19	Daily mileage	Rivertown	Rivertown	26.5	iversedge CDD		26.5
12/20	Daily mileage	Rivertown	Rivertown	22.8	iversedge CDD		22.8
12/21	Daily mileage	Rivertown	Rivertown	15.4	iversedge CDD		15.4
12/22	Daily mileage	Rivertown	Rivertown	8.7	iversedge CDD		8.7
12/27	Daily mileage	Rivertown	Rivertown	29.6	iversedge CDD		29.6

Total Mileage	510
Reimbursement Rate	\$0.625
Total Reimbursement	\$318.69
Date Submitted in Paycom	1/2/24

\$106.23

G & G Excavation & Construction, Inc.

Invoice

6500 SR 16
 St. Augustine, FL 32092
 Phone- 904-737-5555
 Fax- 904-737-6050

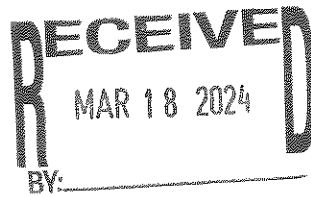
Date	Invoice #
1/29/2024	3717

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

Job
Vesta Property Services Attn: Kevin CDD 3 Havens, Sydney Cove

Job #	Terms
	Net 30

Item	Description	Amount
Quote	G & G Excavation and Construction, Inc. supplied all Equipment, Labor, Material, and Supervision for the following: Job: Havens Reference: Concrete Work Scope of Work: 1/25 1. Grade out area 2. Form and pour concrete sidewalk 3. Clean up Total cost for the above work	1,475.00



Thank you for your business!	Total	\$1,475.00
	Payments/Credits	\$0.00
	Balance Due	\$1,475.00

Phone #	Fax #
(904) 737-5555	(904) 737-6050

Approved RECDD 3
 Submitted to AP 1.29.24
 By Kevin McKendree

Kevin McKendree



KILINSKI | VAN WYK

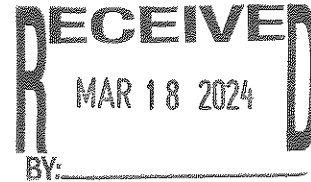
Kilinski | Van Wyk PLLC

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

INVOICE

Invoice # 9046
Date: 03/18/2024
Due On: 04/17/2024

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



RE3CDD-01 General

River's Edge III - 01 General Counsel

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	MGH	02/01/2024	Prepare letter in response to Notice to Owner regarding HVAC equipment installation	0.40	\$280.00	\$112.00
Service	LG	02/01/2024	Review response to notice to owner and coordinate mailing.	0.20	\$325.00	\$65.00
Service	MGH	02/07/2024	Review and analyze master assessment proceedings, including methodology reports, engineer's reports, and published notices	1.80	\$280.00	\$504.00
Service	MGH	02/07/2024	Analyze Notice to Owner from Aldora Aluminum & Glass Products Inc. and verify ownership of subject parcel in preparation to issue a response	0.20	\$280.00	\$56.00
Service	JK	02/07/2024	Conference call re: assessments, structure and review history on methodology and engineers report; review seats and confer with Thomas on same; provide summary; review validation cap	0.40	\$325.00	\$130.00
Service	LG	02/07/2024	Review January minutes and provide comments to same.	0.30	\$325.00	\$97.50
Service	MGH	02/08/2024	Prepare letter in response to Notice to Owner from Aldora Aluminum and Glass Products Inc.	0.20	\$280.00	\$56.00
Service	MGH	02/09/2024	Further prepare letter in response to Notice to Owner from Aldora Aluminum and Glass	0.30	\$280.00	\$84.00

Products Inc.						
Service	LG	02/12/2024	Review and finalize response to notice to owner.	0.20	\$325.00	\$65.00
Service	JK	02/15/2024	Distribute Legislative Weekly newsletter.: Monitor 2024 legislative bills impacting District and provide summary of same.	0.20	\$325.00	\$65.00
Service	LG	02/17/2024	Compile background information for bond financing.	0.30	\$325.00	\$97.50
Service	MGH	02/21/2024	Prepare letter to Barn Fly Farm d/b/a Tree Trends in response to Notice to Owner	0.60	\$280.00	\$168.00
					Total	\$1,500.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
8799	03/21/2024	\$2,590.78	\$0.00	\$2,590.78

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due	
9046	04/17/2024	\$1,500.00	\$0.00	\$1,500.00	
				Outstanding Balance	\$4,090.78
				Total Amount Outstanding	\$4,090.78

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

Please pay within 30 days.



March 18, 2024
Project No: P0113094.80
Invoice No: 52070

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

Project P0113094.80 Rivers Edge III CDD
For services including site visit with staff on questions on stormwater.
Professional Services from February 01, 2024 to February 29, 2024
Professional Personnel

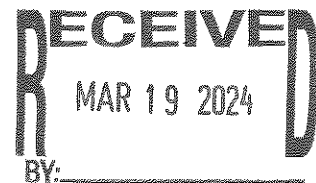
	Hours	Rate	Amount	
Vice President	1.00	250.00	250.00	
Totals	1.00		250.00	
Total Labor				250.00

Reimbursable Expenses

Travel - Reimbursable - Mileage			8.90	
Travel - Reimbursable- Mileage Client OV			4.50	
Postage - Reimbursable			25.84	
Total Reimbursables	1.15 times		39.24	45.13
	Total this Invoice			\$295.13

Outstanding Invoices

Number	Date	Balance
51854	2/19/2024	696.25
Total		696.25



Rivers Edge CDD

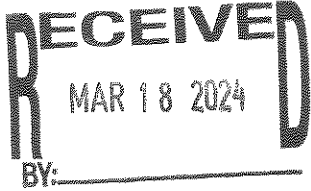
475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 2/1/24
INVOICE # CS-2024-FEB

Bill To:

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

DESCRIPTION	AMOUNT
Cost Share-Landscaping for February 2024	\$ 13,576.42
Cost Share- RiverTown Amenity for February 2024	\$ 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: 3/1/24
INVOICE # CS-2024-MAR

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

DESCRIPTION	AMOUNT
Cost Share-Landscaping for March 2024	\$ 13,576.42
Cost Share- RiverTown Amenity for March 2024	\$ 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 II CDD

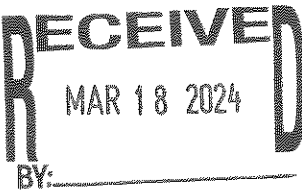
475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 2/1/24
INVOICE # CS-2024-FEB

Bill To:

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

DESCRIPTION	AMOUNT
Cost Share- RiverTown Amenity for February 2024 	\$ 3,896.08
TOTAL	\$ 3,896.08

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

THANK YOU FOR YOUR BUSINESS!

SIXTH ORDER OF BUSINESS

A.

RESOLUTION 2024-07

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 15TH DAY OF MAY, 2024.

ATTEST

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT ADOPTING SUSPENSION AND TERMINATION RULE; ADOPTING RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rivers Edge III Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which anticipates owning, operating and maintaining certain recreational amenity facilities (collectively, “**Recreational Facilities**”); and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board desires to adopt policies regarding use of the District’s Recreational Facilities, rules relating to the suspension and/or termination of patrons’ rights to utilize the Recreational Facilities, and rates applicable to patrons’ use of the Recreational Facilities; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the *Policies Governing the River Lodge Facilities* (“**Recreational Facility Rules**”), which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board finds that the fees outlined in **Exhibit A** are just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of public hearings thereon.

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

SECTION 1. The Recreational Facility Rules set forth in **Exhibit A**, inclusive of rates and fees and disciplinary rule, are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15th day of May 2024.

ATTEST:

**RIVERS EDGE III COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman, Board of Supervisors

Exhibit A: Recreational Facility Rules

EXHIBIT A

[SEE FOLLOWING PAGE]

**RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
POLICIES GOVERNING THE
RIVER LODGE FACILITIES**

Last Updated: May 15, 2024

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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 fifty-three (53) 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.

C.

**RIVERS EDGE, RIVERS EDGE II, RIVERS EDGE III
COMMUNITY DEVELOPMENT DISTRICTS**

REQUEST FOR PROPOSALS

FOR

AMENITY, CAFÉ, LIFESTYLE AND FIELD MANAGEMENT

May __, 2024

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1. INSTRUCTIONS FOR PROPOSERS

DATE	EVENT
May __, 2024	Project Manual Available to Bidders
May __, 2024, at _____	Non-Mandatory Pre-bid Conference
May __, 2024, to June __, 2024, during business hours	Site Available for Inspection
_____, 2024, at 5:00 p.m.	Deadline for Questions
_____, 2024, at 12:00 p.m.	Proposals Due
_____, 2024, at _____	Joint Board Meeting to Evaluate Proposals & Award Contract

Notice is hereby given that the Rivers Edge, Rivers Edge II, Rivers Edge III Community Development Districts (the “Districts”) will accept proposals from qualified firms interested in providing amenity, café, lifestyle, and field management services for the District’s shared facilities. These shared facilities are the “River House”, the “River Club” which has a full restaurant/café that serves alcohol, and the new facility anticipated to open in summer 2024 known as the “River Lodge” (together, the “Facilities”). The Districts intend to each select the proposal(s) that is/are in the best interests of each individual district. It is possible that each district may choose a different vendor, or that all three Districts may select the same vendor. Proposers should submit pricing for each district individually and, if any price efficiencies are realized in the event of a contract award for all three Districts, submit separate pricing reflecting such efficiencies. The proposal form contemplates each of these scenarios. The contracts are anticipated to commence on October 1, 2024.

In order to submit a proposal, each Proposer must, at a minimum, be authorized to do business in Florida, hold all required state and federal licenses in good standing, and otherwise meet any applicable requirements set forth by the Districts.

All proposals should include the following information, among other things described herein:

- A. Completed and executed proposal forms as set forth herein.
- B. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person(s). Proposer shall demonstrate its level of experience and expertise in substantially similar operations.
- C. A narrative description of the Proposer’s approach to providing the services for each of the tasks as described in the scope of services provided herein.
- D. Complete pricing showing the total cost of providing the services, broken down as set forth on the following price proposal form. For any subcontractor being proposed, the total amount proposed to be paid by the District for these services shall be segregated between the actual funds being paid to the subcontractor and the mark up being charged by Proposer.

- E. A written statement how the Contractor proposes revenues from lessons and special events to be distributed.
- F. A list of community development districts for which the Proposer has provided a full range of amenity services within the last five years. As a minimum requirement, Proposer must have, within the last five years, provided a full range of amenity services to at least three community development districts with an annual general fund budget of over \$500,000. The Proposer's list should demonstrate compliance with this requirement.

Proposal packages are available by contacting the office of the District Manager at the address and e-mail provided herein. The Districts may choose not to evaluate any proposal not completed as specified or missing the required documents. By submitting a proposal, Proposers acknowledge this is an informal solicitation of proposals for contractual services and there is no right to protest this proposal package or the Boards' selection(s) of the ultimate proposal(s).

Firms desiring to provide a proposal shall submit **ten (10) originals and one (1) electronic copy of the required proposal no later than _____, 2024 at 12:00 p.m. (EST), to the offices of the District Manager, Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, FL 32092, Attention: Jim Oliver, joliver@gmsnf.com, electronic copy to District Counsel, Lauren Gentry, at lauren@cddlattorneys.com.**

Any firm submitting a proposal is strongly encouraged to attend the joint meeting of the Districts' Boards of Supervisors to be held on _____, 2024, starting at _____ located at **Rivertown Amenity Center, 156 Landing Street, St. Johns, Florida 32259**. The Boards of Supervisors will be evaluating the proposals at this meeting and each Proposer will be allocated time to describe their company and proposal(s) and to answer questions.

If the Proposer desires to propose an alternate approach to operating and maintaining the Districts' Facilities based on Proposer's specialized knowledge and experience in this area, the Proposer is strongly encouraged to submit both a proposal responsive to the structure outlined herein and a separate, alternative proposal.

Price will be one factor used in determining the proposal that is in the best interest of each district, but the Districts explicitly reserve the right to make such award to other than the lowest price proposal. The Districts have the right to reject any and all proposals and waive any technical errors, informalities or irregularities if they determine in their discretion it is in the best interest of the Districts to do so. The Districts' Boards of Supervisors shall review and evaluate the proposals in their individual discretion, and make any final determination with respect to the award of a final contract that is in the best interests of the Districts. The Districts reserve the right to reject any and all proposals, make modifications to the scope of the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the Districts. There is no public procurement requirement for these services and as such bid protest rights are not afforded.

Nothing herein shall be construed as or constitute a waiver of Districts' limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

Any and all questions relative to this project shall be directed in writing by e-mail only to the District Manager Jim Oliver, joliver@gmsnf.com, no later than _____.

*Rivers Edge, Rivers Edge II, Rivers Edge III Community Development Districts
Jim Oliver
District Manager*

2. GENERAL DESCRIPTION OF FACILITIES

The three districts (Rivers Edge CDD, Rivers Edge II CDD, and Rivers Edge III CDD) combined consist of over 4000 acres of land located entirely within St. Johns County, Florida. Currently, Rivers Edge owns, operates and maintains various common areas, parking lots, storm water management ponds, playground, the RiverHouse amenity center, aquatic facilities located at the RiverHouse that includes a zero entry family pool and water slide, as well as a competition pool, sport courts (i.e. tennis courts and basketball courts, etc) multi-purpose fields, fitness center, RiverFront Park, hardscaping, onsite and offsite landscaping and irrigation systems. Rivers Edge II owns, operates, and maintains various common areas, parking lots, storm water management ponds, amphitheater, kayak launch, the RiverClub amenity center, aquatic facilities located at the RiverClub that includes a zero entry more adult styled pool, a Café operation which serves alcohol, hardscaping, onsite and offsite landscaping, and irrigation systems. At this point, Rivers Edge III is finalizing the opening of the RiverLodge amenity center which will have a family pool, lazy river, recreation pond, kayak launch into a large recreation lake; it also owns and operates various stormwater facilities, landscape and irrigation facilities. The maintenance and management contracts currently in effect are public records and can be obtained by contacting: Jim Oliver, joliver@gmsnf.com. Proposers should familiarize themselves with the Districts' lands and facilities prior to submitting a proposal.

3. SCOPE OF MANAGEMENT SERVICES NEEDED

The scope of services for each position is set forth in the forms of agreement attached to this Project Manual. Staffing levels and additional instructions are set forth in **Section 3.A**. Bidders should carefully examine the required scopes and staffing levels on which the bid should be based.

What is Not Included in the RFP? If the proposer requires clarification about what is or is not included in the RFP, it shall seek guidance from the District in advance of submitting a proposal.

1. District Management and Accounting Services
2. Performance of Primary Landscape Maintenance Services
3. Performance of Primary Preventative Maintenance of Fitness Equipment
4. Engineering Services
5. Legal Services
6. Auditing Services

3.A. – ADDITIONAL INSTRUCTIONS

Staffing Hours

Normal Facility Hours of Operation														
RiverHouse (RE 1)	5:30 a.m. - 8:30 p.m.													
RiverClub (RE 2)	5:30 a.m. - 8:30 p.m.													
RiverLodge (RE 3)	5:30 a.m. - 8:30 p.m.													
Facilities are closed in observation of these Holidays														
New Years Eve	Close at 2:00 p.m.													
New Years Day	Closed													
Easter	Closed													
Thanksgiving Eve	Close at 2:00 p.m.													
Thanksgiving	Closed													
Christmas Eve	Close at 2:00 p.m.													
Christmas	Closed													
Staffing Positions	Normal Staffing Hours	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	RiverHouse	RiverClub	RiverLodge	Weekly Hours	Annual Hours	
GENERAL MANAGER-CPO Certified	9:00 a.m. to 5:00 p.m.	8.0	8.0	8.0	8.0	8.0			13.3	13.3	13.3	40.0	2,080.00	
LIFESTYLE DIRECTOR	8:00 a.m. to 4:00 p.m.	8.0	8.0	8.0	8.0	8.0			13.3	13.3	13.3	40.0	2,080.00	
Lifestyle Assistant	8:00 a.m. to 4:00 p.m.	8.0	8.0	8.0	8.0	8.0			13.3	13.3	13.3	40.0	2,080.00	
AMENITY/AQUATICS MANAGER-CPO Certified	9:00 a.m. to 5:00 p.m.	8.0	8.0	8.0	8.0	8.0			13.3	13.3	13.3	40.0	2,080.00	
Amenity Office-Resident Services (1 per Facility)	9:00 a.m. to 5:00 p.m.	8.0	8.0	8.0	8.0	8.0			13.3	13.3	13.3	40.0	2,080.00	
Facilities Attendant (1 per Facility)	7:00 a.m. to 7:00 p.m.	36.0	36.0	36.0	36.0	36.0	36.0	36.0	84.0	84.0	84.0	252.0	13,104.00	
Janitorial	7:00 a.m. to 3:00 p.m.	8.0	8.0	8.0	8.0	8.0			13.3	13.3	13.3	40.0	2,080.00	
FIELD OPERATIONS MANAGER-CPO Certified	8:00 a.m. to 4:00 p.m.	8.0	8.0	8.0	8.0	8.0			13.3	13.3	13.3	40.0	2,080.00	
Pool Technician-CPO	7:00 a.m. to 3:00 p.m.	8.0	8.0	8.0	8.0	8.0			13.3	13.3	13.3	40.0	2,080.00	
Pool Technician-CPO	7:00 a.m. to 3:00 p.m.	8.0	8.0	8.0	8.0	8.0			13.3	13.3	13.3	40.0	2,080.00	
Maintenance Technician	7:00 a.m. to 3:00 p.m.	8.0	8.0	8.0	8.0			8.0	13.3	13.3	13.3	40.0	2,080.00	
Maintenance Technician	7:00 a.m. to 3:00 p.m.		8.0	8.0	8.0	8.0	8.0		13.3	13.3	13.3	40.0	2,080.00	
Total		116.0	124.0	124.0	124.0	116.0			230.7	230.7	230.7	692.0	35,984.00	
<p>This table is meant to provide assistance to proposing firms. Actual Hours may vary day to day, week to week, or as Directed by the Boards. The General Manager, Lifestyle Director and Assistant, Amenity/Aquatics Manager and Field Operations Manager shall oversee the operations of all 3 Districts Manager On Duty (MOD) coverage is mandatory 7 days a week. One member of management will cover the main hours of activity on Saturday and Sunday During Holiday closures, residents have the ability to use the Gym, Ballet Studio, Tennis Courts, Basketball Courts, Soccer Field, Play Parks. During Holiday closures, Rivers Edge II (River Club) including café is closed. Proof of CPO Certification for All Mangers shall be provided within the first 180 days after execution of the agreement, and must be maintained throughout the term of the agreement(s)</p>														

Additional Instructions

EMERGENCY ACTION PLAN AND SAFETY PROGRAM

Within the first 90 days of the start of the Agreement, the Amenity Management company shall develop, implement, and maintain the District's Emergency Action Plan (EAP) and Safety Program for operations at the Amenity Centers. The Emergency Action Plan shall be a detailed plan and checklists for the Preparation, Response and Recovery of the Amenity Centers in the event of natural disasters. The Management Company shall comply with all District, State of Florida, Federal and local regulations/orders, rules, policies, and directives, as they pertain to occupational safety and health, the safe operation and security of the amenity facilities. The Amenity Management Company shall provide, at the Amenity Management Company's expense, all safety equipment, and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items personal protective equipment (PPE), to protect its employees.

SPECIAL QUALIFICATIONS/CERTIFICATIONS, LICENSING REQUIREMENTS

Qualifications/Certifications:

1. The General Manager, Amenity Manager, Field Operations Manager, and any Managers on Duty, shall be qualified as a (CPO) Certified Pool Operator or (AFO) Aquatics Facility Operator within the first 180 days after the execution of the agreement, and shall maintain those certifications for those positions throughout the term of the agreement(s).
2. The General Manager, Amenity Manager and Café Manager must both possess a valid Manager's Food Safety Certification.
3. There must be at least two (2) employees of the management company that work onsite, who have been professionally trained by the preferred clay court Contractor of the District, in the upkeep and maintenance of clay tennis courts and hydration systems.
4. All staff will be required to be certified in CPR and AED use per direction of the District.
5. Licensing Requirements: Proposing company shall be required to possess all applicable licenses required by state and local agencies, in order to manage the Amenity facilities.
6. Must successfully manage the amenity facilities and pass all health and safety inspections by local governments such as Fire Safety Inspections and Health Inspections.

ADDITIONAL GUIDANCE ON STAFFING LEVELS/HOURS

1. Companies are instructed to provide pricing in each of the individual District's pricing sheet with the understanding that this individual pricing sheet is meant to determine the total cost individually for each District, if only one District was awarded, or separate companies were selected by the different Boards. A separate sheet is provided for combined pricing, if all 3 Districts Boards awarded a single company the agreement for all 3 Districts Services.
2. Holiday Schedule will allow for closing early on specific days as approved by the board of Supervisors, and remaining closed for the holidays, as listed in the Holiday Schedule Table
3. The General Manager, Amenity/Aquatics Manager, Field Operations Manager, and all MODs shall be CPO or AFO certified.
4. The Amenity Office shall be staffed with (1) Amenity Office-Resident Services at each of the 3 amenity centers/facilities, who answers calls, takes reservations, and assists with resident relations, supporting the General Manager and other managers with administrative support responsibilities.
5. Facilities Attendant: Scheduled for 12 hours a day at each facility, 7 days a week. This position provides general maintenance services at the amenity centers only, including but not limited to cleans and vacuums pools, keeps walkways clear of debris, keeps bathrooms cleaned and mopped after janitorial services are performed, and other responsibilities as assigned by the General Manager.
6. Janitorial: Start and end times may vary. This position is solely for cleaning and providing other usual and customary custodial services including but not limited to cleaning of the restrooms, amenity center rooms, windows, floors, dusting, and high dusting, at all 3 Facilities. The Contractor shall provide at least 1 person per day, that is not scheduled as part of the other staffing coverages. This position is solely for janitorial services.
7. The District shall pay for all equipment, chemicals, cleaners used by Janitorial and Facilities Attendant to perform required general amenity cleaning and sanitizing of the amenities including the fitness centers.
8. Two (2) CPO or AFO shall be scheduled 8 hours a day and 5 days a week to maintain the 3 Districts recreation pools and other bodies of water at the amenity centers at a high standard. The 8 hours a day will include but is not limited to: planned/preventative maintenance, clean filters, balance chemistry, clean tiles, grout, and pool surfaces, maintain pool maintenance logs in accordance with local and state FDOH standards and regulations. **RiverHouse (RE-1) Pools are closed on Mondays for maintenance, RiverClub (RE-2) Pools are closed on Tuesdays for maintenance, RiverLodge (RE-3) Pools are closed on Wednesdays for maintenance (actual day to TBD)**

9. The District shall pay for all chemicals, treatments, pool cleaning equipment, repairs and replacement parts related to the recreation pools.
10. Maintenance Technicians: This position shall provide the planned/preventative daily, monthly, periodic, and annual maintenance, including tennis court maintenance, pressure washing of the amenity facilities, as well as other Field or Amenity Maintenance repairs/work as directed by the Field Operations Manager and/or General Manager. This does not include work where it is required to have a professional license, for instance electrical or plumbing.
11. The District shall pay for all clay, chemical treatments for the courts, repairs and replacement items, and equipment
12. Maintenance Technicians: Staffed weekdays and on weekends, and handles pool cleaning, pool chemical testing/readings, tennis court maintenance and other amenity/field maintenance
13. The General Manager, Amenity Manager, Lifestyle Director, and Field Operations Manager schedules may vary based on the needs of the District, Special Events and required MOD coverage for weekends
14. Manager on Duty (MOD): A member of management shall be present during each weekend day and holiday where the facilities are staffed. This is to ensure proper coverage of a member of management who is empowered by policy or direction to handle resident relations issues, staffing concerns and emergency situations. All MODs shall be trained, certified and maintain certifications in CPR, AED, and First Aid.
15. Room Rentals-After Hours Facilities Attendants: For Rental of Clubhouse where facilities attendant is required to be present to assist with setup and take down, clean, and remove trash. This rate is paid by the resident renting the facilities.
16. Labor rate shall include **ALL** of the proposing company's annual costs, including but not limited to payroll expenses , health insurance, social security tax, federal/state unemployment taxes, workers 'compensation insurance, payroll processing and human resource/corporate/regional administration costs and cell phone. A cell phone must be provided to each member of Management to use for work related calls while on duty.
17. Mileage Reimbursement shall be invoiced at the current IRS Rate and the monthly invoice shall correctly identify the position of the staff who incurred mileage, and the number of miles.

ADDITIONAL GUIDANCE RELATED TO LIFEGUARD STAFFING IS ON THE NEXT PAGE

ADDITIONAL GUIDANCE ON STAFFING LEVELS/HOURS-LIFEGUARDING

Lifeguard Staffing shall be provided for Rivers Edge and Rivers Edge III only. Rivers Edge II is swim at your own risk. Lifeguard hours shall be invoiced bi-weekly based on actual hours staffed, and shall include summary of personnel's hours as support for invoices. Proposing Companies shall use the guide below to assist them in projecting the total number of lifeguard hours. As part of the response, a projected number of lifeguard hours by facility and a lifeguard staffing plan which includes the location of guards each day, and a proposed annual budget amount for lifeguards at Rivers Edge and Rivers Edge III shall be provided by the proposing companies. It is understood that weather plays a role in staffing, and the District expects the company that is selected to manage staffing closely to avoid over staffing the facility due to weather.

TOTAL LIFEGUARD STAFFING DAYS APPROXIMATELY: 110

MARCH 2025 (9 DAYS)

03/08 through 03/16

APRIL 2025 (8 DAYS)

04/05, 04/06, 04/12, 04/13, 04/19, 04/20, 04/26, 04/27

MAY 2025 (15 DAYS)

05/03, 05/04, 05/10, 05/11, 05/17, 05/18, 05/23 - 05/31

JUNE 2025 (30 DAYS)

06/01 through 06/30

JULY 2025 (31 DAYS)

07/01 through 07/31

AUGUST 2025 (16 DAYS)

08/01 through 08/10 (School Starts 08/11)

08/16, 08/17, 08/23, 08/24, 08/30, 08/31

SEPTEMBER 2025 (1 DAY)

09/01

**ADDITIONAL GUIDANCE RELATED TO THE RIVERS EDGE II CAFÉ OPERATIONS
STAFFING IS ON THE NEXT PAGE**

ADDITIONAL GUIDANCE ON RIVERS EDGE II “RIVER CLUB”, CAFÉ OPERATIONS

The Rivers Edge II Amenity Center is otherwise known as the RiverClub” and has a café that operates as a full restaurant, including a bar that serves alcohol and liquor.

The RiverClub Café operates under the following operational processes:

1. The Amenity Company shall provide a monthly profit and loss statement which shall include All Revenues, Discounts, Voids, All Costs of Goods Sold, all Labor Costs, Food and Beverage Costs, Controllable Expenses, Merchant Services/CC fees, Bank fees, Accounting and Accounts Payable Expenses. The P&L **shall not** include regional or corporate costs as a burden to the Café Operations.
2. The Amenity Company shall provide a flat **Monthly Management Fee** to pay for all costs associated with the Proper Regional/Corporate oversight of the Café Operations.
3. All revenues that exceed expenditures shall be remitted on a semi-annual basis to the District. The P&L shall concur with the Districts fiscal year (October 1st through September 30th).
4. All expenses that exceed revenues will be paid by the District to the Amenity Company, payable semi-annually after the **Semi-Annual True Up** is completed by the District and the Amenity Companies accounting departments.
5. The Amenity Company shall ensure that all staff are properly trained in food safety and responsible alcohol serving using the Florida Hotel and Restaurant or some other accredited training course. A member of Management must be trained in the Manager’s Course. This training must remain in place for all employees who work in the Café through the term of the agreement.
6. Under no circumstances shall a patron/resident/guest be served to intoxication.

4. PROPOSAL FORMS

4.A.
AFFIDAVIT OF ACKNOWLEDGMENTS

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, appeared the affiant, _____, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer’s proposal (“Proposal”) provided in response to the Rivers Edge, Rivers Edge II, and Rivers Edge III Community Development Districts proposal for amenity, café, lifestyle, and field management. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information one hundred and twenty (120) days from the opening of the proposals.

5. The Proposer acknowledges the receipt of the complete Request for Proposals as provided by the District and as described in the Table of Contents, as well as the receipt of the following Addendum Numbers: _____.

6. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Rivers Edge, Rivers Edge II, Rivers Edge III Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

[Continued on following page]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

4.B.
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Rivers Edge, Rivers Edge II, and Rivers Edge III Community Development Districts.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of _____ for _____ (“Proposer”), and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is _____

4. Proposer’s Federal Employer Identification Number (FEIN) is _____

(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
5. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or,
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this _____ day of _____, 2024.

Proposer: _____

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

4.C.
GENERAL PROPOSER INFORMATION

This Proposal has been prepared by:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Parent Company Name (if any) _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

Contact Name _____ Title _____

- Company Standing:

Proposer's Corporate Form: _____
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? _____ Date _____

Is the Proposer in good standing with that State? Yes ___ No ___

If no, please explain _____

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ___ No ___

If no, please explain _____

- What are the Proposer's current insurance limits? (Please also attach a copy of a current insurance certificate and review the insurance levels set forth in the form of agreement).

General Liability	\$ _____
Automobile Liability	\$ _____
Workers Compensation	\$ _____
Expiration Date	_____

- Licensure – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

4.D.
PERSONNEL

- List the location of the Proposer's office which would perform work for the District.

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

- Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any Supervisory Personnel listed.
- Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ___ No ___ For each subcontractor, please provide the following information (attach additional sheets if necessary):

Subcontractor Name _____

Street Address _____

P. O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax no. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

Proposed Duties / Responsibilities: _____

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Proposer's Scope of Services for Project: _____

Dates Serviced: _____

- Security Measures - Please describe any background checks, drug tests or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:

- Confirm Compliance with the Youth Safety Guidelines attached hereto and provide any clarification or additional screening or training you do regarding the same.

___ Check here to confirm you have read and agree to comply with the Youth Safety Guidelines.

OFFICERS

PROPOSER: _____

DATE: _____

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			

**SUPERVISORY PERSONNEL
WHO WILL BE INVOLVED WITH THE WORK
NOTE: ATTACH RESUMES OF INDIVIDUALS LISTED BELOW**

PROPOSER: _____

DATE: _____

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

4.E.
EXPERIENCE

- Has the Proposer performed work for a community development district or master planned residential community in excess of 4000 acres previously? Yes ___ No ___ If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- Within the last five years, has the Proposer provided a full range of amenity services for at least three community development districts with an annual general fund budget of over \$500,000? Yes ___ No ___ If yes, please provide the following information for each project (attach additional sheets if necessary):

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Scope of Services for Project: _____

Dates Serviced: _____

- List the Proposer's total annual dollar value of amenity center management and grounds maintenance management completed for each of the last five (5) years starting with the latest year and ending with the most current year:

2019 = _____

2020 = _____

2021 = _____

2022 = _____

2023 = _____

- Please provide the following information for each project that is similar to this project, and that you are currently undertaking, or have undertaken, in the past five years. Attach additional sheets if necessary.

Project Name/Location: _____

Contact: _____ Contact Phone: _____

Project Type/Description: _____

Dollar Amount of Contract: _____

Your Company's Scope of Services for Project: _____

List of subcontractors used: _____

Is this a current contract? Yes ___ No ___

Duration of contract: _____

- Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes ___ No ___

If yes, please describe each violation, fine, and resolution _____

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ___ No ___

If yes, please describe each incident _____

- Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts?
Yes ___ No ___ If yes, please provide:

The names of the entities _____

The state(s) where barred or suspended _____

The period(s) of debarment or suspension _____

Also, please explain the basis for any bar or suspension:

- List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer’s role in the action, and the status and/or resolution of the action.

- List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer’s role in the litigation, and the status and/or resolution of the litigation.

- Has any public employer terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the past year?

Yes No

Please note that the successful proposer will be required to perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors.

4.F
PRICING

Please use the proposal form attached separately as **4.F** to provide pricing proposals. Each District will select the proposal(s) that is/are in the best interests of each individual district. It is possible that each District may choose a different vendor, or that all three Districts may select the same vendor. Proposers should submit pricing for each District individually and, if any price efficiencies are realized in the event of a contract award for all three Districts, submit separate pricing reflecting such efficiencies. The proposal form contemplates each of these scenarios.

NOTE: IF THE PROPOSER DESIRES TO PROPOSE AN ALTERNATE APPROACH TO OPERATING AND MAINTAINING THE DISTRICT'S FACILITIES, THE PROPOSER IS STRONGLY ENCOURAGED TO SUBMIT BOTH A PROPOSAL RESPONSIVE TO THE STRUCTURE OUTLINED HEREIN AND A SEPARATE, ALTERNATIVE PROPOSAL.

RIVERHOUSE (RIVERS EDGE)					
Staffing Positions	Hourly Wage or Salary	Labor Rate %	Annual Total October 1, 2024 - September 30, 2025 (Wage + Labor Rate)	Annual Total October 1, 2025 - September 30, 2026	Annual Total October 1, 2026 - September 30, 2027
EXAMPLE "Manager"	\$75,000	15%	\$86,250	\$88,838	\$91,503
GENERAL MANAGER					
LIFESTYLE DIRECTOR					
Amenity Office-Resident Services (1 per Facility)					
Facilities Attendant (1 per Facility)					
Janitorial (part time)					
FIELD OPERATIONS MANAGER-CPO					
Pool Technician-CPO					
Maintenance Technician					
TOTAL					

Monthly Management Fee		This amount must be a Flat Monthly Fee
Lifeguards Billable Hourly Rate		
Room Rentals-Facilities Attendants Billable Hourly Rate		

NOTE: Labor Rate shall be all inclusive of all Payroll Expenses/Burdens, Health Insurance and Cell Phone Costs. Mileage is billable separately based on actual Monthly Mileage at an agreed upon rate
NOTE: Please provide pricing as if a contract for ONLY this District is awarded. A separate sheet is provided for combined pricing.
NOTE: When pricing individually, there will be a General Manager who will over see all Amenity Operations and a Field Operations Manager. No Amenity Manager.
NOTE: When pricing individually, there will only be a Lifestyle Director (no assistant), 1 Pool Technician and 1 Maintenance Technician.

RIVERCLUB (RIVERS EDGE II)					
Staffing Positions	Hourly Wage or Salary	Labor Rate %	Annual Total October 1, 2024 - September 30, 2025 (Wage + Labor Rate)	Annual Total October 1, 2025 - September 30, 2026	Annual Total October 1, 2026 - September 30, 2027
EXAMPLE "Manager"	\$75,000	15%	\$86,250	\$88,838	\$91,503
GENERAL MANAGER					
LIFESTYLE DIRECTOR					
Amenity Office-Resident Services (1 per Facility)					
Facilities Attendant (1 per Facility open to close)					
Janitorial (part time)					
FIELD OPERATIONS MANAGER-CPO					
Pool Technician-CPO					
Maintenance Technician					
TOTAL					

Monthly Management Fee		This amount must be a Flat Monthly Fee
Monthly Café Management Fee		This amount must be a Flat Monthly Fee
Lifeguards Billable Hourly Rate	N/A	Rivers Edge II is swim at your own risk.
Room Rentals-Facilities Attendants Billable Hourly Rate		

NOTE: Labor Rate shall be all inclusive of all Payroll Expenses/Burdens, Health Insurance and Cell Phone Costs. Mileage is billable separately based on actual Monthly Mileage at an agreed upon rate
NOTE: Please provide pricing as if a contract for ONLY this District is awarded. A separate sheet is provided for combined pricing.
NOTE: When pricing individually, there will be a General Manager who will over see all Amenity Operations and a Field Operations Manager. No Amenity Manager.
NOTE: When pricing individually, there will only be a Lifestyle Director (no assistant), 1 Pool Technician and 1 Maintenance Technician.

RIVERLODGE (RIVERS EDGE III)					
Staffing Positions	Hourly Wage or Salary	Labor Rate %	Annual Total October 1, 2024 - September 30, 2025 (Wage + Labor Rate)	Annual Total October 1, 2025 - September 30, 2026	Annual Total October 1, 2026 - September 30, 2027
<i>EXAMPLE "Manager"</i>	<i>\$75,000</i>	<i>15%</i>	<i>\$86,250</i>	<i>\$88,838</i>	<i>\$91,503</i>
GENERAL MANAGER					
LIFESTYLE DIRECTOR					
Amenity Office-Resident Services (1 per Facility)					
Facilities Attendant (1 per Facility open to close)					
Janitorial (part time)					
FIELD OPERATIONS MANAGER-CPO					
Pool Technician-CPO					
Maintenance Technician					
TOTAL					

Monthly Management Fee	This amount must be a Flat Monthly Fee
Lifeguards Billable Hourly Rate	
Room Rentals-Facilities Attendants Billable Hourly Rate	

NOTE: Labor Rate shall be all inclusive of all Payroll Expenses/Burdens, Health Insurance and Cell Phone Costs. Mileage is billable separately based on actual Monthly Mileage at an agreed upon rate
NOTE: Please provide pricing as if a contract for ONLY this District is awarded. A separate sheet is provided for combined pricing.
NOTE: When pricing individually, there will be a General Manager who will over see all Amenity Operations and a Field Operations Manager. No Amenity Manager.
NOTE: When pricing individually, there will only be a Lifestyle Director (no assistant), 1 Pool Technician and 1 Maintenance Technician.

All 3 Districts Combined	Rivers Edge			Rivers Edge II			Rivers Edge III		
	Annual Total October 1, 2024 - September 30, 2025 Including (Wage + Labor Rate)	Annual Total October 1, 2025 - September 30, 2026 Including (Wage + Labor Rate)	Annual Total October 1, 2026 - September 30, 2027 Including (Wage + Labor Rate)	Annual Total October 1, 2024 - September 30, 2025 Including (Wage + Labor Rate)	Annual Total October 1, 2025 - September 30, 2026 Including (Wage + Labor Rate)	Annual Total October 1, 2026 - September 30, 2027 Including (Wage + Labor Rate)	Annual Total October 1, 2024 - September 30, 2025 Including (Wage + Labor Rate)	Annual Total October 1, 2025 - September 30, 2026 Including (Wage + Labor Rate)	Annual Total October 1, 2026 - September 30, 2027 Including (Wage + Labor Rate)
<i>EXAMPLE "Manager"</i>	\$25,000	\$25,750	\$26,523	\$25,000	\$25,750	\$26,523	\$25,000	\$25,750	\$26,523
GENERAL MANAGER-CPO Certified									
LIFESTYLE DIRECTOR									
Lifestyle Assistant									
AMENITY / AQUATICS MANAGER-CPO Certified									
Amenity Office-Resident Services (1 per Facility)									
Facilities Attendant (1 per Facility open to close)									
Janitorial									
FIELD OPERATIONS MANAGER-CPO Certified									
Pool Technician-CPO									
Pool Technician-CPO									
Maintenance Technician									
Maintenance Technician									
TOTAL									

Monthly Management Fee		This amount must be a Flat Monthly Fee
Monthly Café Management Fee		This amount must be a Flat Monthly Fee
Lifeguards Billable Hourly Rate		
Room Rentals-Facilities Attendants Billable Hourly Rate		

NOTE: Labor Rate shall be all inclusive of all Payroll Expenses/Burdens, Health Insurance and Cell Phone Costs. Mileage is billable separately based on actual Monthly Mileage at an agreed upon rate
NOTE: Please provide pricing as if a contract is awarded to one company for all 3 Districts

D.

RIVERS EDGE III CDD

**Acquisition of Parcel ___ Drainage
Improvements and Work Product
May 2024**

ACQUISTION LETTER

May ____, 2024

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

RE: Acquisition of Parcel __ Drainage Improvements and Work Product

Dear Mr. Oliver:

Mattamy Jacksonville LLC has completed and wishes to sell to the District certain drainage improvements for Parcel __ (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, and the *Supplemental Engineer’s Report Series 2024 Bonds*, dated April 4, 2024, to the District pursuant to the *Agreement Between the District and Mattamy Regarding the Acquisition of certain Work Product, Improvements, and Real Property* with the expectation that Mattamy Jacksonville may be reimbursed for all or part of the Improvements and/or Work Product from available bond proceeds now or in the future, should such funds become available. The actual cost of constructing the Improvements and completing the Work Product is \$_____.

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

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

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

ACKNOWLEDGED AND AGREED TO BY:

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

Chairman
Rivers Edge III Community
Development District

By: Cliff Nelson
Its: Vice President

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

Enclosure

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All of the following identified below:

Work Product:

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

Table 1: Total Costs

<u>Contractor</u>	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Reimbursable Amount</u>
<i>Improvements</i>			
<i>Work Product</i>			
TOTALS:	\$		\$

**AFFIDAVIT REGARDING COSTS PAID
ACQUISITION OF PARCEL ___ DRAINAGE IMPROVEMENTS AND WORK
PRODUCT**

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, and the *Supplemental Engineer’s Report Series 2024 Bonds*, dated April 4, 2024, 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 May 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 May 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 PARCEL __ DRAINAGE IMPROVEMENTS AND WORK
PRODUCT**

May __, 2024

Board of Supervisors
Rivers Edge III Community Development District

Re: Rivers Edge III Community Development District (St. Johns County, Florida)
Acquisition of Rivertown Parcel ___ Drainage 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 [Parcel __ Drainage Improvements and Work Product]* ("**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, and the *Supplemental Engineer's Report Series 2024 Bonds*, dated April 4, 2024 (together, "**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 May 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**

PARCEL __ DRAINAGE IMPROVEMENTS AND WORK PRODUCT

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the __ day of May 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 Parcel __. The Improvements and Work Product completed and to be acquired are more generally described in the attached **Exhibit A**.

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

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

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

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

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

disagreement as to the appropriateness of payment made for the Improvements or Work Product. Notwithstanding the foregoing, to the extent any amounts remain to be paid to contractors or professionals performing the work, Developer agrees to timely make payment for all such amounts and to ensure that no liens are placed on the property.

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

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

ATTEST

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

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

[print name]

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

By: Cliff Nelson
Its: Vice President

[print name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of May 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
[DESCRIPTION OF IMPROVEMENTS AND WORK PRODUCT]

**[FORM OF] CONTRACTOR ACKNOWLEDGEMENT AND RELEASE
ACQUISITION OF IMPROVEMENTS**

THIS RELEASE is made to be effective as of the ____ day of _____ 2024, by _____ (“**Contractor**”), a [Florida/foreign] [Corporation, limited liability company, etc.] with a principal address of _____, in favor of the **Rivers Edge III Community Development District** (“**District**”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain agreement dated _____, 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 Parcel ____ (“**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 Contracts, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contracts for same, including all warranties.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District’s right to enforce the terms of the Contracts, 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 _____, 2024, by _____ of [CONTRACTOR], 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: _____

[FORM OF] 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

PARCEL ___ DRAINAGE IMPROVEMENTS AND WORK PRODUCT

THIS RELEASE is made the ___ day of _____ 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 May 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 Improvements and Work Product

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All of the following identified below:

Work Product:

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

DEVELOPER BILL OF SALE & ASSIGNMENT
PARCEL ___ DRAINAGE IMPROVEMENTS AND WORK PRODUCT

This *Developer Bill of Sale & Assignment (Drainage Improvements and Work Product)* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ___ day of May 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. **Description of Improvements**
[Add description]
2. **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
3. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee may independently exercise such rights);

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

This instrument is subject to the following provisions:

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

such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

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

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

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

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

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

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

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

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this ____ day of May 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 May 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 May 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: [PLAT DESCRIPTION(S)]; 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:

[LEGAL DESCRIPTION(S)]

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.

[Signatures on following page]

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 May 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 May 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.

E.

**OPTION 1:
ASSESSMENT INCREASE**

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2024/2025; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 190, 170, AND/OR 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Rivers Edge III Community Development District ("**District**") prior to June 15, 2024, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 190, 170, and/or 197, Florida Statutes ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 190, 170, and/or 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports (if any) of the District Engineer, all of which are on file and available for public inspection at the "**District's Office,**" 475 West Town Place, Suite 114, St. Augustine, Florida 32092. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. If levied pursuant to Chapter 170, Florida Statutes, the Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2024, or, if levied pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes, the Assessments shall be collected on the tax roll of St. Johns County, Florida, and paid as directed therein.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: August 21, 2024
HOUR: 9:00 a.m.
LOCATION: RiverTown Amenity Center
156 Landing Street
St. Johns, Florida 32259

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and to ensure the Proposed Budget remains on the website for at least 45 days.

6. PUBLICATION OF NOTICE. Notice of the public hearings shall be published in the manner prescribed in Florida law.

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

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF MAY 2024.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget

**OPTION 2:
NO ASSESSMENT INCREASE**

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Rivers Edge III Community Development District ("**District**") prior to June 15, 2024, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**Fiscal Year 2024/2025**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	August 21, 2024
HOUR:	9:00 a.m.
LOCATION:	RiverTown Amenity Center 156 Landing Street St. Johns, Florida 32259

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to St. Johns County at least 60 days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this

Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF MAY 2024.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget

Rivers Edge III

Community Development District

*Proposed Budget
FY 2025*

Presented by:



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Rivers Edge III
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Projected Thru 9/30/24	Proposed Budget FY 2025
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REVENUES:

Special Assessments - Tax Roll	\$ 446,407	\$ 444,772	\$ 1,635	\$ 446,407	\$ 508,904
Administrative Assessments on Unplatted Land	76,160	76,160	-	76,160	76,160
Developer Contributions	1,071,889	-	1,071,889	1,020,276	1,218,917
Miscellaneous Income/Interest	1,500	1,816	1,800	3,616	1,500

TOTAL REVENUES	\$ 1,595,956	\$ 522,748	\$ 1,075,324	\$ 1,546,459	\$ 1,805,480
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EXPENDITURES:

Administrative

District Engineer	\$ 5,000	\$ 2,321	\$ 2,679	\$ 5,000	\$ 5,000
District Counsel	25,000	8,130	16,870	25,000	25,000
District Management	29,680	14,840	14,840	29,680	31,461
Assessment Roll Administration	5,300	5,300	-	5,300	5,618
Dissemination Agent	3,710	1,855	1,855	3,710	3,933
Information Technology	1,272	636	636	1,272	1,348
Website Administration	1,908	954	954	1,908	2,022
Website Maintenance	-	400	400	800	848
Annual Audit	5,100	1,500	3,600	5,100	5,200
Trustee Fees	6,000	2,188	3,813	6,000	6,000
Arbitrage Rebate	600	-	600	600	600
Telephone	150	11	139	150	150
Postage & Delivery	250	94	156	250	250
Printing & Binding	1,000	103	897	1,000	1,000
Insurance General Liability	8,756	5,758	-	5,758	6,334
Legal Advertising	1,500	-	1,500	1,500	1,500
Other Current Charges	800	-	400	400	500
Office Supplies	150	1	49	50	50
Dues, Licenses & Subscriptions	175	175	-	175	175

TOTAL ADMINISTRATIVE	\$ 96,351	\$ 44,265	\$ 49,387	\$ 93,653	\$ 96,989
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Operations & Maintenance

Grounds Maintenance

Cost Share Landscaping - Rivers Edge	\$ 162,917	\$ 81,459	\$ 81,458	\$ 162,917	\$ 162,917
Field Operations Management (Vesta)	18,626	16,492	2,134	18,626	19,185
Landscape Maintenance	467,076	258,706	208,370	467,076	476,418
Landscape Contingency	10,000	7,471	7,500	14,971	15,000
Irrigation Repairs and Maintenance	5,000	23,317	15,000	38,317	40,000
Lake Maintenance	20,000	7,859	6,276	14,135	18,000
Irrigation Water Use	13,800	1,360	5,000	6,360	7,200
Electric	3,000	169	831	1,000	1,000
Street Lighting	15,000	-	7,500	7,500	10,000
Street and Drainage Maintenance	5,000	-	2,500	2,500	3,000
Other Repair & Replacements	10,000	-	5,000	5,000	10,000

TOTAL GROUNDS MAINTENANCE	\$ 730,420	\$ 396,832	\$ 341,570	\$ 738,403	\$ 762,720
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Rivers Edge III
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Projected Thru 9/30/24	Proposed Budget FY 2025
Amenity Center					
Cost Share Amenity - Rivers Edge	\$ 248,626	\$ 124,313	\$ 124,313	\$ 248,626	\$ 279,911
Cost Share Amenity - Rivers Edge II	46,753	23,376	23,377	46,753	24,583
General Manager (Vesta)	24,086	12,043	12,043	24,086	24,809
Amenity Manager (Vesta)	7,791	-	7,791	7,791	8,025
Maintenance Service (Vesta)	31,535	-	31,535	31,535	32,481
Lifestyle Director (Vesta)	7,627	-	7,627	7,627	7,856
Lifeguards (Vesta)	47,390	-	47,390	47,390	48,812
Facility Attendant (Vesta)	26,371	-	26,371	26,371	27,162
Pool Maintenance (Vesta)	8,000	-	8,000	8,000	8,240
Janitorial (Vesta)	13,305	-	13,305	13,305	13,705
Security Monitoring	1,800	-	1,800	1,800	1,800
Security Guards	25,000	-	25,000	25,000	25,000
Telephone	8,500	-	8,500	8,500	8,500
Insurance	75,000	12,389	-	12,389	14,000
Fitness Equipment Lease	15,000	-	22,829	22,829	68,488
Window Cleaning	1,500	-	1,500	1,500	1,500
Pressure Washing	15,000	-	15,000	15,000	15,000
Pool Chemicals	20,000	-	20,000	20,000	20,000
Natural Gas	500	-	500	500	500
Electric	20,000	-	20,000	20,000	20,000
Water & Sewer	30,000	-	30,000	30,000	30,000
Amenity Repairs and Replacement	10,000	2,212	7,788	10,000	10,000
Refuse	15,000	-	15,000	15,000	15,000
Pest Control	3,600	-	3,600	3,600	3,600
Fire Alarm System and Maintenance	2,000	-	2,000	2,000	2,000
Access Cards	1,000	-	1,000	1,000	1,000
License & Permits	1,800	-	1,800	1,800	1,800
Speical Events	15,000	-	15,000	15,000	15,000
Holiday Decorations	10,000	-	10,000	10,000	10,000
Office Supplies & Postage	1,500	-	1,500	1,500	1,500
Capital Expenditures	5,500	-	5,500	5,500	5,500
TOTAL AMENITY CENTER	\$ 739,185	\$ 174,333	\$ 510,070	\$ 684,403	\$ 745,771
Reserves					
General Reserves Funding	\$ 30,000	\$ -	\$ 30,000	\$ 30,000	\$ 200,000
TOTAL RESERVES	\$ 30,000	\$ -	\$ 30,000	\$ 30,000	\$ 200,000
TOTAL EXPENDITURES	\$ 1,595,956	\$ 615,431	\$ 931,027	\$ 1,546,459	\$ 1,805,480
EXCESS REVENUES (EXPENDITURES)	\$ 0	\$ (92,683)	\$ 144,297	\$ 0	\$ 0

Rivers Edge III
Community Development District
Budget Narrative
Fiscal Year 2025

REVENUES

Special Assessments - Tax Roll

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

Administrative Assessments on Unplatted Land

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

Developer Contributions

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

Miscellaneous Income

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

Expenditures - Administrative

District Engineer

The District's engineer Prosser, Inc, will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

District Counsel

The District's Attorney, Kilinski Van Wyk, PLLC, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

District Management

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Assessment Roll Administration

GMS, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Dissemination Agent

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

Information Technology

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

Website Maintenance

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

Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

Trustee Fees

The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

Arbitrage Rebate

The District is required to annually have an arbitrage rebate calculation on the District's Series 2021 Special Assessment Improvement Revenue Bonds. The District has contracted with Grau and Associates to calculate the rebate liability and submit a report to the District.

Telephone

New internet and Wi-Fi service for Office.

Postage and Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Rivers Edge III
Community Development District
Budget Narrative
Fiscal Year 2025

Expenditures - Administrative (continued)

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Legal Advertising

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

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Due, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

Expenditures - Grounds Maintenance

Cost Share Landscaping - Rivers Edge

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

Field Operations Management

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

Vendor	Description		Monthly	Annual
Vesta	Field OP Management	\$	1,599	\$ 19,185

Landscape Maintenance

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

Vendor	Description		Monthly	Annual
YellowStone	Landscape Maintenance	\$	39,701	\$ 476,418

Landscape Contingency

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

Irrigation Repair & Replacement

The cost of miscellaneous irrigation repairs and maintenance incurred.

Lake Maintenance

The District receives lake maintenance services from Solitude Lake Management LLC.

Vendor	Description		Monthly	Annual
Solitude Lake Mngt	Lake Maintenance	\$	1,046	\$ 12,552
	Additional Cleanup			5,448
	Total			\$ 18,000

Rivers Edge III
Community Development District
Budget Narrative
Fiscal Year 2025

Expenditures – Grounds Maintenance (continued)

Irrigation Water Use

Water and re-use water needed for irrigation and maintenance of the common grounds provided by JEA.

Location	Meter Number		Monthly		Annual
300 Dahlia Falls Dr	89882808	\$	300	\$	3,600
438 Meadowcreek Dr	89241610		100		1,200
Contingency			200		2,400
Total		\$	600	\$	7,200

Electric

Estimated costs for electric billed to the District by FPL.

Location	Meter Number		Monthly		Annual
435 Meadow Creek Dr # Irr	9443314324	\$	73	\$	880
Contingency			10		120
Total		\$	83	\$	1,000

Streetlighting

The estimated costs for electric billed to the District by FPL.

Street and Drainage Maintenance

The estimated costs for street and drainage repairs.

Other Repairs and Maintenance

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

Expenditures – Amenity Center

Cost Share - Amenity Rivers Edge

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

Cost Share - Amenity Rivers Edge II

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

General Manager

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

Amenity Manager

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

Maintenance Services

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

Lifestyle Director

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

Lifeguards

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

Rivers Edge III
Community Development District
Budget Narrative
Fiscal Year 2025

Expenditures – Amenity Center (continued)
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Facility Attendant

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

Pool Maintenance

The District has contracted with Vesta Property Services, Inc to provide maintenance of the Amenity Center swimming pools.

Vendor	Description	Monthly	Annual
Vesta	Pool Maintenance	\$ 687	\$ 8,240

Janitorial Services

The District has contracted with Vesta Property Services, Inc to provide maintenance of the Amenity Center swimming pools.

Vendor	Description	Monthly	Annual
Vesta	Janitorial Services	\$ 1,142	\$ 13,705

Security Monitoring

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

Security Guards

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

Telephone

The estimated cost for telephone, internet, and cable services for the Amenity Center.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance (FIA). The amount is based upon estimated premium for property insurance related to the Amenity and other District facilities.

Fitness Equipment Lease

The District has contracted with Macrolease to rent fitness equipment.

Vendor	Description	Monthly	Annual
Macrolease	Fitness Equipment Lease	\$ 5,707	\$ 68,488

Window Cleaning

The estimated cost to have windows cleaned inside and outside three times a year.

Pressure Washing

The estimated costs to have the District Amenity Center pressure washed.

Pool Chemicals

The estimated costs for providing chemicals for the Amenity Center swimming pools

Natural Gas

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

Electric

The estimated costs for electricity billed to the District by the electric company.

Water & Sewer

The estimated costs of water and sewer for the Amenity Center.

Amenity Repair and Replacements

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

Rivers Edge III
Community Development District
Budget Narrative
Fiscal Year 2025

Expenditures – Amenity Center (continued)

Refuse

The estimated costs of garbage disposal services for the Amenity Center.

Pest Control

The estimated costs of pest control services.

Fire Alarm System and Maintenance

The estimated costs of fire alarm systems and maintenance.

Access Cards

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

License & Permits

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

Special Events

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

Holiday Decorations

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

Office Supplies/Postage

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

Capital Expenditures

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

General Reserve

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

Rivers Edge III

Community Development District

Proposed Budget Debt Service Series 2021 Capital Improvement Revenue Bonds

Description	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Projected Thru 9/30/24	Proposed Budget FY 2025
REVENUES:					
Special Assessments - Tax Roll	\$ 307,367	\$ 306,238	\$ 1,129	\$ 307,367	\$ 307,364
Special Assessments - Direct	243,427	182,570	60,857	243,427	243,427
Interest Income	7,500	13,927	12,000	25,927	5,000
Carry Forward Surplus ⁽¹⁾	194,965	204,591	-	204,591	230,182
TOTAL REVENUES	\$ 753,259	\$ 707,326	\$ 73,986	\$ 781,312	\$ 785,973
EXPENDITURES:					
Interest - 11/1	\$ 170,565	\$ 170,565	-	\$ 170,565	\$ 168,045
Interest - 5/1	170,565	-	170,565	170,565	168,045
Principal - 5/1	210,000	-	210,000	210,000	215,000
TOTAL EXPENDITURES	\$ 551,130	\$ 170,565	\$ 380,565	\$ 551,130	\$ 551,090
Other Sources/(Uses)					
Interfund transfer In/(Out)	\$ -	\$ -	-	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	-	\$ -	\$ -
TOTAL EXPENDITURES	\$ 551,130	\$ 170,565	\$ 380,565	\$ 551,130	\$ 551,090
EXCESS REVENUES (EXPENDITURES)	\$ 202,129	\$ 536,761	\$ (306,579)	\$ 230,182	\$ 234,883

⁽¹⁾ Carry Forward is Net of Reserve Requirement

Interest Due 11/1/25

\$ 165,465

Rivers Edge III
Community Development District
AMORTIZATION SCHEDULE
Debt Service Series 2021 Capital Improvement Revenue Bonds

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
11/01/24	\$ 9,265,000	2.400%	\$ -	\$ 168,045	\$168,045
05/01/25	9,265,000	2.400%	215,000	168,045	
11/01/25	9,050,000	2.400%		165,465	548,510
05/01/26	9,050,000	2.400%	220,000	165,465	
11/01/26	8,830,000	3.000%		162,825	548,290
05/01/27	8,830,000	3.000%	225,000	162,825	
11/01/27	8,605,000	3.000%		159,450	547,275
05/01/28	8,605,000	3.000%	235,000	159,450	
11/01/28	8,370,000	3.000%		155,925	550,375
05/01/29	8,370,000	3.000%	240,000	155,925	
11/01/29	8,130,000	3.000%		152,325	548,250
05/01/30	8,130,000	3.000%	245,000	152,325	
11/01/30	7,885,000	3.000%		148,650	545,975
05/01/31	7,885,000	3.000%	255,000	148,650	
11/01/31	7,630,000	3.500%		144,825	548,475
05/01/32	7,630,000	3.500%	265,000	144,825	
11/01/32	7,365,000	3.500%		140,188	550,013
05/01/33	7,365,000	3.500%	275,000	140,188	
11/01/33	7,090,000	3.500%		135,375	550,563
05/01/34	7,090,000	3.500%	285,000	135,375	
11/01/34	6,805,000	3.500%		130,388	550,763
05/01/35	6,805,000	3.500%	295,000	130,388	
11/01/35	6,510,000	3.500%		125,225	550,613
05/01/36	6,510,000	3.500%	305,000	125,225	
11/01/36	6,205,000	3.500%		119,888	550,113
05/01/37	6,205,000	3.500%	315,000	119,888	
11/01/37	5,890,000	3.500%		114,375	549,263
05/01/38	5,890,000	3.500%	325,000	114,375	
11/01/38	5,565,000	3.500%		108,688	548,063
05/01/39	5,565,000	3.500%	335,000	108,688	
11/01/39	5,230,000	3.500%		102,825	546,513
05/01/40	5,230,000	3.500%	350,000	102,825	
11/01/40	4,880,000	3.500%		96,700	549,525
05/01/41	4,880,000	3.500%	360,000	96,700	
11/01/41	4,520,000	4.000%		90,400	547,100
05/01/42	4,520,000	4.000%	375,000	90,400	
11/01/42	4,145,000	4.000%		82,900	548,300
05/01/43	4,145,000	4.000%	390,000	82,900	
11/01/43	3,755,000	4.000%		75,100	548,000
05/01/44	3,755,000	4.000%	405,000	75,100	
11/01/44	3,350,000	4.000%		67,000	547,100
05/01/45	3,350,000	4.000%	425,000	67,000	
11/01/45	2,925,000	4.000%		58,500	550,500
05/01/46	2,925,000	4.000%	440,000	58,500	
11/01/46	2,485,000	4.000%		49,700	548,200
05/01/47	2,485,000	4.000%	460,000	49,700	
11/01/47	2,025,000	4.000%		40,500	550,200
05/01/48	2,025,000	4.000%	475,000	40,500	
11/01/48	1,550,000	4.000%		31,000	546,500
05/01/49	1,550,000	4.000%	495,000	31,000	
11/01/49	1,055,000	4.000%		21,100	547,100
05/01/50	1,055,000	4.000%	515,000	21,100	
11/01/50	540,000	4.000%		10,800	546,900
05/01/51	540,000	4.000%	540,000	10,800	550,800
Total			\$ 9,265,000	\$ 5,716,320	\$ 14,981,320

Rivers Edge III
Community Development District
Proposed Budget
Capital Reserve Fund

Description	Adopted Budget FY2024	Actuals Thru 3/31/24	Projected Next 6 Months	Projected Thru 9/30/24	Proposed Budget FY 2025
REVENUES:					
Interest Income	\$ 100	\$ -	\$ 100	\$ 100	\$ 100
Capital Reserve Funding	30,000	-	30,000	30,000	200,000
Carry Forward Balance	-	-	-	-	25,100
TOTAL REVENUES	\$ 30,100	\$ -	\$ 30,100	\$ 30,100	\$ 225,200
EXPENDITURES:					
Repair and Replacements	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
TOTAL EXPENDITURES	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
Other Sources/(Uses)					
Transfer in/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER SOURCES/(USES)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ 5,000
EXCESS REVENUES (EXPENDITURES)	\$ 25,100	\$ -	\$ 25,100	\$ 25,100	\$ 220,200

Rivers Edge III
Community Development District
Non-Ad Valorem Assessments Comparison
2024-2025

Neighborhood	O&M Units	Bonds 2021 Units	Annual Maintenance Assessments			Annual Debt Assessments		
			FY 2025	FY2024	Increase/ (decrease)	FY 2025	FY2024	Increase/ (decrease)
Single Family - 40' - 49 Lot	190	190	\$1,490.06	\$1,307.07	\$182.99	\$899.95	\$899.95	\$0.00
Single Family - 50' - 59 Lot	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family - 60' - 69 Lot	130	130	\$1,986.74	\$1,742.75	\$243.99	\$1,199.94	\$1,199.94	\$0.00
Single Family - 70' - 79 Lot	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Single Family - 80'+ Lot	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	320	320						

F.

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, 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, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) “shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*],” and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Jason Thomas	2026
2	Vacant	2024
3	Jarrett O’Leary	2024
4	Amber King	2024
5	D.J. Smith	2026

This year, Seat 2, currently vacant, Seat 3, currently held by Jarrett O’Leary, and Seat 4, currently held by Amber King, are subject to election by landowners in November 2024. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District **shall be held on the 20th day of November, 2024, at 9:00 a.m., and located at the RiverTown Amenity Center, 156 Landing Street, Saint Johns, Florida 32259.**

3. **PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its May 15, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office / office of the District Manager, located at **Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850.**

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

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 15TH DAY OF MAY, 2024.

**RIVERS EDGE III COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

CHAIRMAN / VICE CHAIRMAN

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Rivers Edge III Community Development District ("District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 887 acres, located north of the St. Johns River, west of County Road 210, east of the Rivers Edge Community Development District and south of Greenbriar Road in unincorporated St. Johns County, Florida advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("Board", and individually, "Supervisor"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: NOVEMBER 20, 2024
TIME: 9:00 A.M.
PLACE: RIVERTOWN AMENITY CENTER
156 LANDING STREET
SAINT JOHNS, FLORIDA 32259

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("**District Manager's Office**"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Jim Oliver
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Wednesday, November 20, 2024**

TIME: **9:00 A.M.**

LOCATION: **RiverTown Amenity Center, 156 Landing Street, Saint Johns, Florida 32259**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
LANDOWNERS' MEETING – NOVEMBER 20, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Rivers Edge III Community Development District to be held at the RiverTown Amenity Center, 156 Landing Street, Saint Johns, Florida, on November 20, 2024, at 9:00 a.m., and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2021), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
ST. JOHNS COUNTY, FLORIDA
LANDOWNERS' MEETING - NOVEMBER 20, 2024

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Rivers Edge III Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
2		
3		
4		

Date: _____

Signed: _____

Printed Name: _____

G.

Rivers Edge III Community Development District

FY2024 Funding Request #39
6-May-24

Vendor				Amount
1 Cintas				
First Aid Supplies	Inv #0F61649630	5/2/24		\$ 1,737.07
2 G & G Excavation and Construction				
Retention Pond Work	Inv #3753	5/6/24		\$ 1,780.00
3 Governmental Management Services				
May Invoice	Inv #50	5/1/24		\$ 3,127.08
4 Kilinski Van Wyk PLLC				
March General Counsel	Inv #9200	4/17/24		\$ 4,023.86
March Project Construction	Inv #9201	4/17/24		\$ 877.50
5 Prosser				
March Professional Services	Inv #52303	4/22/24		\$ 898.12
6 Rivers Edge CDD III				
FY24 Capital Reserve Funding				\$ 30,000.00
7 Solitude Lake Management				
May Lake Maintenance	Inv #PSI069909	5/1/24		\$ 1,221.00
8 Vesta				
April Management Fee	Inv #418277	4/1/24		\$ 4,668.10
March Billable Mileage 1/3	Inv #418688	3/31/24		\$ 129.04
May Management Fee	Inv #419028	5/1/24		\$ 4,668.10
March Billable Mileage 1/3	Inv #419401	4/30/24		\$ 133.02
9 Yellowstone Landscape Maintenance				
April Landscape Maintenance	Inv #JAX 680239	4/1/24		\$ 44,094.35
March Irrigation Repairs	Inv #686546	4/24/24		\$ 2,134.25
April Irrigation Repairs	Inv #686547	4/24/24		\$ 1,817.73
Replace Sebal Palms	Inv #692620	5/1/24		\$ 3,920.00
April Landscape Maint Bluffs	Inv #694024	5/2/24		\$ 6,720.00
April Irrigation Repairs	Inv #694025	5/2/24		\$ 530.00
Total Amount Due				\$ 112,479.22

Signature: _____

Chairman/Vice Chairman

Signature: _____

Secretary/Asst. Secretary



Location : CINTAS FIRE PROTECTION

*** INVOICE CUSTOMER COPY ***

Invoice # : 0F61649630 Inv Date : 5/02/2024
Customer : 34725 Loc : F61
Type : CHG-S Route : 02
PO Number : Acct # : 34725
WO Number : Acct Zip : 32259
Service Visit : 10044187

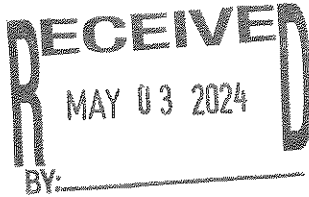
Remit to:
CINTAS FIRE 636525
P.O. BOX 636525
CINCINNATI, OH 452636525
(904) 562-7000

Bill to:
RIVERS EDGE CDD II
475 W TOWN PL
ST AUGUSTINE, FL 320923648

Serviced:
RIVERS EDGE CDD II
160 RIVER GLADE RUN
RIVERS EDGE COMMUNITY
ST. JOHNS, FL 32259

Table with 5 columns: Item, Qty, Description, Unit Price, Net Amount Tx. Rows include B25064 (EXTINGUISHER), P551029 (NOZZLE), EELINK (FUSIBLE LINK), P551026 (NOZZLE), INKS (INSPECTION KITCHEN SYSTEM), and SC (Service Charge). Summary rows for SUB-TOTAL, TAX, and TOTAL.

CINTAS FIRE PROTECTION
#98454000012007
#98452300012007
#502087000199



Approved RECDD II Cafe
Submitted to AP on 5.3.24
by Jason Davidson

Handwritten signature: Jason Davidson



Location : CINTAS FIRE PROTECTION

*** INVOICE CUSTOMER COPY ***

Invoice # : 0F61649630 Inv Date : 5/02/2024
Customer : 34725 Loc : F61
Type . . : CHG-S Route . : 02
PO Number : Acct # : 34725
WO Number : Acct Zip : 32259
Service Visit : 10044187

Remit to:
CINTAS FIRE 636525
P.O. BOX 636525
CINCINNATI, OH 452636525
(904)562-7000

Bill to:
RIVERS EDGE CDD II
475 W TOWN PL
ST AUGUSTINE, FL 320923648

Serviced:
RIVERS EDGE CDD II
160 RIVER GLADE RUN
RIVERS EDGE COMMUNITY
ST. JOHNS, FL 32259

Item	Qty	Description	Unit Price	Net Amount Tx
------	-----	-------------	------------	---------------

EF20000872
PLEASE PAY FROM THIS INVOICE
PLEASE INCLUDE INVOICE NUMBER WHEN MAILING PAYMENT
TO MAKE PAYMENT OR FOR ANY QUESTIONS
PLEASE CALL 570 891-0469
OR EMAIL EVANSM2@CINTAS.COM
WE ACCEPT VISA/MC/AMEX DISCOVER AND CHECK BY PHONE



Customer: RIVERS EDGE CDD II 34725

PO#:

Invoice: 649630

Collected: \$0.0

Signer: RICHARD LOSCO Authorizer: RICHARD LOSCO



FIRE PROTECTION SERVICES GENERAL TERMS AND CONDITIONS

The terms and conditions below are excerpts taken from Cintas Fire Protection Services General Terms and Conditions, a complete copy of which is available upon request from your Cintas representative or online at [Cintas.com/ firecontract].

13. **Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title, and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

16. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED.** Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S.) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its Insurer(s) to recover for any such injuries, losses, and damages. **CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES, IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.**

17. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES,

OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANYWAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.

18. **LIMITATION OF CINTAS'S LIABILITY.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. **IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000.** If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. **CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES.** Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

22. **Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.

23. **Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be three. The parties shall each choose an arbitrator, with those two arbitrators to agree upon a third arbitrator. The place of arbitration shall be Warren County, Ohio and Ohio law shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. **CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING.** Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

G & G Excavation & Construction, Inc.

Invoice

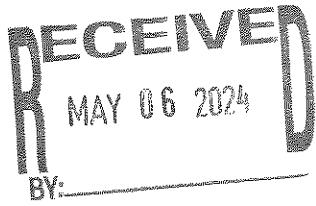
6500 SR 16
 St. Augustine, Fl 32092
 Phone- 904-737-5555
 Fax- 904-737-6050

Date	Invoice #
5/6/2024	3753

Bill To
Riversedge CDD 3 475 West Town Place Suite 114 St. Augustine, Florida 32092

Job
Rivertown Havens CDD 3 Pond RR

Job #	Terms
	Net 30

Item	Description	Amount
Quote	<p>G & G Excavation and Construction, Inc. supplied all Equipment, Labor, Material, and Supervision for the following:</p> <p>Job: Havens CDD 3</p> <p>Reference: Retention Pond</p> <p>Scope of Work: 5/2 -5/3</p> <p>1. Clearing of weeds and dirt along edge of pond bank</p> <p>Total cost for the above work</p> <div style="text-align: center;">  </div>	1,780.00

Thank you for your business!

Total	\$1,780.00
Payments/Credits	\$0.00
Balance Due	\$1,780.00

Phone #	Fax #
(904) 737-5555	(904) 737-6050

Approved RECDD 3
 Submitted to AP 5.6.24
 By Kevin McKendree

Kevin McKendree

Governmental Management Services, LLC
1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 50
Invoice Date: 5/1/24
Due Date: 5/1/24
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 -May 2024		2,473.33	2,473.33
Website Administration -May 2024		159.00	159.00
Information Technology - May 2024		106.00	106.00
Dissemination Agent Services - May 2024		309.17	309.17
Copies		79.20	79.20
Telephone		0.38	0.38

RECEIVED
MAY 03 2024
BY: _____

Total	\$3,127.08
Payments/Credits	\$0.00
Balance Due	\$3,127.08



KILINSKI | VAN WYK

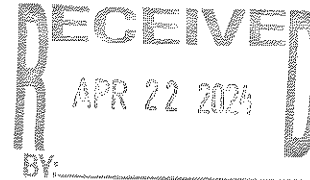
Kilinski | Van Wyk PLLC

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 # 9200
Date: 04/17/2024
Due On: 05/17/2024



RE3CDD-01 General

River's Edge III - 01 General Counsel

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	03/06/2024	Review terms of Technogym equipment purchase and ongoing services agreement and financing proposal; prepare purchase order for same; prepare amenity rules for River Lodge.	2.70	\$325.00	\$877.50
Service	LG	03/07/2024	Continue drafting River Lodge amenity policies; review new maintenance areas for the Ravines and the Bluffs; follow up on status of Main Street Phase 4 maintenance.	2.10	\$325.00	\$682.50
Service	MGH	03/11/2024	Prepare Resolution setting public hearing on amenity rules and rates.	0.60	\$280.00	\$168.00
Service	MGH	03/11/2024	Preparing Notice of Rulemaking relating to adoption of amenity rules and rates.	0.20	\$280.00	\$56.00
Service	LG	03/11/2024	Confer with team regarding timing for amenity rules; send draft rules to Vesta for review and comment.	0.40	\$325.00	\$130.00
Service	LG	03/20/2024	Review general manager comments to amenity rules and incorporate same; review and finalize resolution setting hearing and rulemaking notices.	0.90	\$325.00	\$292.50
Service	LG	03/25/2024	Confer with McGaffney regarding amenity RFP.	0.20	\$325.00	\$65.00
Service	LG	03/26/2024	Update Technogym purchase order and recirculate; review and provide comments	1.20	\$325.00	\$390.00

			to financing agreement.			
Service	LG	03/27/2024	Prepare for Board meeting; confer with FIA regarding lease financing insurance requirements; confer with McGaffney regarding agenda items.	0.80	\$325.00	\$260.00
Service	MGH	03/27/2024	Review and analyze proposals and agenda items in preparation for Board meeting.	0.90	\$280.00	\$252.00
Service	MGH	03/27/2024	District staff conference to discuss agenda items in preparation for Board meeting.	0.40	\$280.00	\$112.00
Service	LG	03/28/2024	Attend Board meeting; prepare follow-up regarding same.	0.60	\$325.00	\$195.00
Service	LG	03/28/2024	Provide feedback on improvements eligible for bond funding.	0.30	\$325.00	\$97.50
Service	LG	03/28/2024	Prepare new supervisor responsibilities document.	0.10	\$325.00	\$32.50
Expense	AL	03/28/2024	Mileage: Travel MGH	48.30	\$0.67	\$32.36
Service	MGH	03/28/2024	Further prepare notices of rulemaking and rule development for upcoming public hearing on amenity rates and disciplinary rule in light of Board approval of same	0.20	\$280.00	\$56.00
Service	LG	03/29/2024	Continue review of fitness equipment financing agreement; provide comments related to same.	0.70	\$325.00	\$227.50
Service	JK	03/29/2024	Finalize legislative recap of all bills affecting special districts for end of session summary.	0.30	\$325.00	\$97.50
Non-billable entries						
Service	MGH	03/20/2024	Further prepare draft resolution setting public hearing on amenity rules, rates, and disciplinary rule and associated mailed and published notices	0.50	\$280.00	\$140.00
Service	MGH	03/28/2024	Prepare for and attend Board meeting.	2.20	\$280.00	\$616.00
					Total	\$4,023.86

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9200	05/17/2024	\$4,023.86	\$0.00	\$4,023.86
			Outstanding Balance	\$4,023.86
			Total Amount Outstanding	\$4,023.86

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 # 9201
Date: 04/17/2024
Due On: 05/17/2024

RE3CDD-103 Project Construction

Rivers Edge III CDD - 103 Project Construction

Type	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	03/01/2024	Review updated roundabout agreement and provide sign-off on same.	0.60	\$325.00	\$195.00
Service	LG	03/20/2024	Review plats for Ravines and Bluffs; prepare acquisition package for improvements in same.	2.10	\$325.00	\$682.50
Total						\$877.50

1,300.181.105

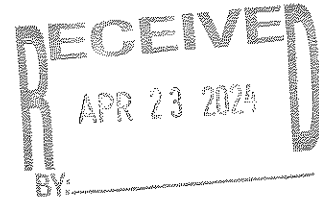
Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9201	05/17/2024	\$877.50	\$0.00	\$877.50
Outstanding Balance				\$877.50
Total Amount Outstanding				\$877.50

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

Please pay within 30 days.





April 22, 2024
 Project No: P0113094.80
 Invoice No: 52303

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

Project P0113094.80 Rivers Edge III CDD
 For services including providing plats to staff and attend March CDD meeting.
Professional Services from March 01, 2024 to March 31, 2024

Professional Personnel

	Hours	Rate	Amount	
Vice President	3.50	250.00	875.00	
Totals	3.50		875.00	
Total Labor				875.00

Reimbursable Expenses

Travel - Reimbursable - Mileage			13.35	
Travel - Reimbursable- Mileage Client OV			6.75	
Total Reimbursables		1.15 times	20.10	23.12
		Total this Invoice		\$898.12

RECEIVED
 APR 22 2024
 BY: _____

Rivers Edge III
Community Development District
 General Fund
 Operating Budget

Description	Adopted Budget FY2023	Actuals as of 6/30/23	Projected Next 3 Months	Total Projected 9/30/23	Adopted Budget FY2024
Revenues					
Assessments-Tax Roll	\$ 280,950	\$ 281,655	\$ -	\$ 281,655	\$ 280,950
Administrative Assessments on Unplatted Land	\$ 78,950	\$ 78,950	\$ -	\$ 78,950	\$ 78,950
Developer Contributions	\$ 595,511	\$ 879,220	\$ -	\$ 879,220	\$ 1,234,555
Miscellaneous Income/Interest	\$ -	\$ 3,608	\$ 750	\$ 4,358	\$ 1,500
Total Revenues	\$ 955,411	\$ 1,243,433	\$ 750	\$ 1,244,183	\$ 1,595,956
Expenditures					
Administrative					
District Engineer	\$ 5,000	\$ 1,888	\$ 3,112	\$ 5,000	\$ 5,000
District Counsel	\$ 25,000	\$ 14,365	\$ 10,635	\$ 25,000	\$ 25,000
District Management	\$ 28,000	\$ 21,000	\$ 7,000	\$ 28,000	\$ 29,680
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,300
Dissemination Agent	\$ 3,500	\$ 2,625	\$ 875	\$ 3,500	\$ 3,710
Information Technology	\$ 1,200	\$ 900	\$ 300	\$ 1,200	\$ 1,272
Website Administration	\$ 1,800	\$ 1,350	\$ 450	\$ 1,800	\$ 1,908
Annual Audit	\$ 5,800	\$ 5,000	\$ -	\$ 5,000	\$ 5,100
Trustee Fees	\$ 4,000	\$ 5,894	\$ -	\$ 5,894	\$ 6,000
Arbitrage	\$ 600	\$ -	\$ 600	\$ 600	\$ 600
Telephone	\$ 150	\$ 48	\$ 102	\$ 150	\$ 150
Postage	\$ 250	\$ 74	\$ 176	\$ 250	\$ 250
Printing & Binding	\$ 1,000	\$ 313	\$ 687	\$ 1,000	\$ 1,000
Insurance	\$ 5,822	\$ 7,614	\$ -	\$ 7,614	\$ 8,756
Legal Advertising	\$ 1,500	\$ 302	\$ 1,198	\$ 1,500	\$ 1,500
Other Current Charges	\$ 800	\$ 800	\$ -	\$ 800	\$ 800
Office Supplies	\$ 150	\$ 6	\$ 144	\$ 150	\$ 150
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Total Administrative	\$ 89,747	\$ 67,355	\$ 25,278	\$ 92,633	\$ 96,351
Grounds Maintenance					
Cost Share Landscaping- Rivers Edge	\$ 179,286	\$ 134,465	\$ 44,822	\$ 179,286	\$ 162,917
Field Operations Management (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 18,626
Landscape Maintenance	\$ 201,455	\$ 243,438	\$ 80,745	\$ 324,183	\$ 467,076
Landscape Contingency	\$ -	\$ 62,120	\$ 45,000	\$ 107,120	\$ 10,000
Irrigation Repairs and Maintenance	\$ -	\$ 8,057	\$ 5,000	\$ 13,057	\$ 5,000
Lake Maintenance	\$ 7,000	\$ 8,751	\$ 2,298	\$ 11,049	\$ 20,000
Irrigation Water Use	\$ 13,800	\$ 3,600	\$ 4,500	\$ 8,100	\$ 13,800
Electric	\$ 1,500	\$ 253	\$ 247	\$ 500	\$ 3,000
Street Lighting	\$ -	\$ -	\$ -	\$ -	\$ 15,000
Street and Drainage Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Other Repair & Replacements	\$ 7,225	\$ 24,161	\$ 8,000	\$ 32,161	\$ 10,000
Total Grounds Maintenance	\$ 410,266	\$ 484,843	\$ 190,611	\$ 675,455	\$ 730,420
Amenity Center					
Cost Share Amenity- Rivers Edge	\$ 316,559	\$ 237,419	\$ 79,140	\$ 316,559	\$ 248,626
Cost Share Amenity- Rivers Edge II	\$ 138,839	\$ 104,129	\$ 34,710	\$ 138,839	\$ 46,753
General Manager (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 24,086
Amenity Manager (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 7,791
Maintenance Service (Vesta)	\$ -	\$ -	\$ -	\$ -	\$ 31,535

Rivers Edge III
Community Development District
 General Fund
 Operating Budget

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



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: PSIO69909
 Invoice Date: 5/1/2024

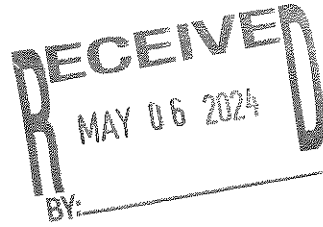
Bill
 To: Rivers Edge III CDD
 475 West Town Place, Suite 114
 Saint Augustin, FL 32092

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

Ship Via
 Ship Date 5/1/2024
 Due Date 5/31/2024
 Terms Net 30

Customer ID 20143
 P.O. Number
 P.O. Date 5/1/2024
 Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance May Billing 5/1/2024 - 5/31/2024 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 Rivers Edge CDD III Pond 87 Rivers Edge CDD III Pond 88 Rivers Edge CDD III Pond 89		1	1	1,221.00	1,221.00



Approved RECDD III
 Submitted to AP on 5.6.2024
 By Jason Davidson

Jason Davidson

Amount Subject to Sales Tax 0.00
 Amount Exempt from Sales Tax 1,221.00

Subtotal: 1,221.00
 Invoice Discount: 0.00
 Total Sales Tax: 0.00
 Payment Amount: 0.00
Total: 1,221.00



Invoice

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

Invoice # 418277
Date 04/01/2024
Terms Net 30
Due Date 05/01/2024
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	2,660.93	2,660.93
General Manager	1	2,007.17	2,007.17

Thank you for your business.

Total 4,668.10

RECEIVED
APR 10 2024

BY: _____

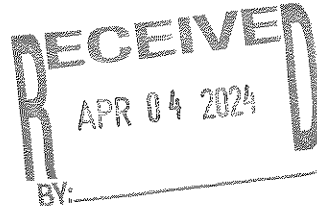


Invoice

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

Invoice # 418688
Date 03/31/2024
Terms Net 30
Due Date 04/30/2024
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 March split in 3	1	129.04	129.04
Total			129.04

Vesta Mileage Report

Name: **Kevin McKendree** Month: **Mar-24**

Date	Purpose	Location (From)	Destination (To)	Billable Miles	Community Billed To:	Non-billable Miles	Mileage
3/1	Daily mileage	Rivertown	Rivertown	15.6	Riversedge CDD		15.6
3/4	Daily mileage	Rivertown	Rivertown	33.7	iversedge CDD		33.7
3/5	Daily mileage	Rivertown	Rivertown	29.4	iversedge CDD		29.4
3/6	Daily mileage	Rivertown	Rivertown	31.8	Riversedge CDD		31.8
3/7	Daily mileage	Rivertown	Rivertown	10.8	iversedge CDD		10.8
3/8	Daily mileage	Rivertown	Rivertown	18.3	iversedge CDD		18.3
3/11	Daily mileage	Rivertown	Rivertown	52.8	iversedge CDD		52.8
3/12	Daily mileage	Rivertown	Rivertown	41.9	iversedge CDD		41.9
3/13	Daily mileage	Rivertown	Rivertown	8.7	iversedge CDD		8.7
3/14	Daily mileage	Rivertown	Rivertown	25.3	iversedge CDD		25.3
3/15	Daily mileage	Rivertown	Rivertown	21.8	iversedge CDD		21.8
3/18	Daily mileage	Rivertown	Rivertown	38.4	iversedge CDD		38.4
3/19	Daily mileage	Rivertown	Rivertown	17.5	iversedge CDD		17.5
3/20	Daily mileage	Rivertown	Rivertown	29.8	iversedge CDD		29.8
3/21	Daily mileage	Rivertown	Rivertown	35.8	iversedge CDD		35.8
3/22	Daily mileage	Rivertown	Rivertown	15.2	iversedge CDD		15.2
3/25	Daily mileage	Rivertown	Rivertown	42.8	iversedge CDD		42.8
3/26	Daily mileage	Rivertown	Rivertown	28.2	iversedge CDD		28.2
3/27	Daily mileage	Rivertown	Rivertown	43.6	iversedge CDD		43.6
3/28	Daily mileage	Rivertown	Rivertown	56.2	iversedge CDD		56.2
3/29	Daily mileage	Rivertown	Rivertown	7.3	iversedge CDD		7.3

Total Mileage	605
Reimbursement Rate	\$0.640
Total Reimbursement	\$387.14
Date Submitted in Paycom	4/4/24

\$129.05



Invoice

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

Invoice # 419028
Date 05/01/2024
Terms Net 30
Due Date 05/31/2024
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	2,660.93	2,660.93
General Manager	1	2,007.17	2,007.17

Thank you for your business.

Total 4,668.10

RECEIVED
APR 29 2024
BY: _____



Invoice

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

Invoice # 419401
Date 04/30/2024
Terms Net 30
Due Date 05/30/2024
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 March split in 3	1	133.02	133.02
Total			133.02

RECEIVED
MAY 03 2024
BY: _____

Vesta Mileage Report

Name: Kevin McKendree		Month	Apr-24				
Date	Purpose	Location (From)	Destination (To)	Billable Miles	Community Billed To:	Non-billable Miles	Mileage
4/1	Daily mileage	Rivertown	Rivertown	46.8	Riversedge CDD		46.8
4/2	Daily mileage	Rivertown	Rivertown	23.5	iversedge CDD		23.5
4/3	Daily mileage	Rivertown	Rivertown	22.1	iversedge CDD		22.1
4/4	Daily mileage	Rivertown	Rivertown	36.9	Riversedge CDD		36.9
4/5	Daily mileage	Rivertown	Rivertown	14.2	iversedge CDD		14.2
4/8	Daily mileage	Rivertown	Rivertown	42.6	iversedge CDD		42.6
4/9	Daily mileage	Rivertown	Rivertown	31.3	iversedge CDD		31.3
4/10	Daily mileage	Rivertown	Rivertown	25.6	iversedge CDD		25.6
4/11	Daily mileage	Rivertown	Rivertown	27.8	iversedge CDD		27.8
4/12	Daily mileage	Rivertown	Rivertown	9.5	iversedge CDD		9.5
4/15	Daily mileage	Rivertown	Rivertown	35.7	iversedge CDD		35.7
4/16	Daily mileage	Rivertown	Rivertown	12.5	iversedge CDD		12.5
4/17	Daily mileage	Rivertown	Rivertown	17.8	iversedge CDD		17.8
4/18	Daily mileage	Rivertown	Rivertown	25.9	iversedge CDD		25.9
4/19	Daily mileage	Rivertown	Rivertown	30.2	iversedge CDD		30.2
4/22	Daily mileage	Rivertown	Rivertown	44.4	iversedge CDD		44.4
4/23	Daily mileage	Rivertown	Rivertown	40.3	iversedge CDD		40.3
4/24	Daily mileage	Rivertown	Rivertown	19.4	iversedge CDD		19.4
4/25	Daily mileage	Rivertown	Rivertown	17.4	iversedge CDD		17.4
4/26	Daily mileage	Rivertown	Rivertown	22.9	iversedge CDD		22.9
4/29	Daily mileage	Rivertown	Rivertown	40.8	iversedge CDD		40.8
4/30	Daily mileage	Rivertown	Rivertown	35.9	iversedge CDD		35.9
Total Mileage							624
Reimbursement Rate							\$0.640
Total Reimbursement							\$399.04
Date Submitted in Paycom							5/1/24



INVOICE

INVOICE #	INVOICE DATE
JAX 680239	4/1/2024
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: May 1, 2024

Invoice Amount: \$44,094.35

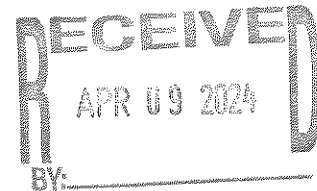
Description	Current Amount
Monthly Landscape Maintenance April 2024	\$44,094.35

Invoice Total \$44,094.35

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 4.9.2024
by Jason Davidson

Jason Davidson



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



INVOICE

INVOICE #	INVOICE DATE
686546	4/24/2024
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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

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

Invoice Due Date: May 24, 2024

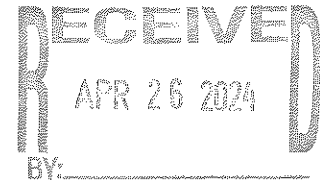
Invoice Amount: \$2,134.25

Description	Current Amount
March irrigation repairs*****The Settlement***** Irrigation Repairs	\$2,134.25

Invoice Total \$2,134.25

Excellence

IN COMMERCIAL LANDSCAPING



Approved RECDD III
Submitted to AP on 4.26.24
By Jason Davidson

Jason Davidson

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



YELLOWSTONE
WARRANTY

completed

W. O. #

NAME

ADDRESS

DATE

River Town		
sattlement CDD3		
3/25/2024	PG	OF

#		EACH	EXTNSN
2	Decoder	\$520.00	\$1,040.00
12	wire kits DBYs	\$9.95	\$119.40
3	spray heads 6"	\$14.95	\$44.85
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

PARTS TOTAL \$ 1,204.25

Please stamp here

DESCRIPTION	HOURS	RATE	TOTAL
Tech	10	\$93.00	\$930.00
			\$ -
			\$ -
			\$ -

LABOR & RENTAL TOTAL \$ 930.00

Approved

Repair # 3330546

Not Approved

Comments:

PROPOSED WORK

replaced decoders on zones #12 and #22 not working near road way	MATERIALS	\$ 1,204.25
	LABOR & RENTAL	\$ 930.00
	TOTAL	\$ 2,134.25

Earl

CLIENT



INVOICE

INVOICE #	INVOICE DATE
686547	4/24/2024
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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

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

Invoice Due Date: May 24, 2024

Invoice Amount: \$1,817.73

Description	Current Amount
April irrigation repairs***** The Settlement***** Irrigation Repairs	\$1,817.73

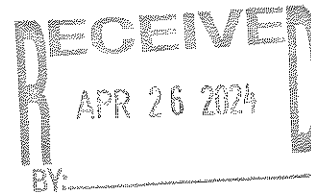
Invoice Total \$1,817.73

Excellence

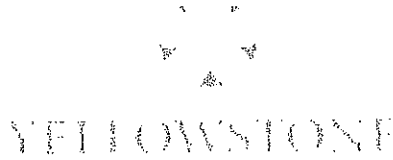
IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 4.26.24
By Jason Davidson

Jason Davidson



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



PROPOSED WORK

W. O. # _____
 NAME Rivertown
 ADDRESS sattlement
 DATE 4/1/2024
 CDD3

#			EXTENTION
23	REPLACE CLOGGED NOZZLES	\$ 3.00	\$ 69.00
23	REPLACE BROKEN, STRIPPED, AND LEAKING 6" SPRAY HEADS	\$ 19.00	\$ 437.00
3	REPLACE CLOGGED MICRO SPRAYS IN POTS	\$ 7.00	\$ 21.00
1	REPLACE BROKEN 12" SPRAY HEAD	\$ 31.56	\$ 31.56
1	REPLACE LEAKING ROTOR HEAD	\$ 21.56	\$ 21.56
1	REPLACE BROKEN 10" VALVE BOX	\$ 32.61	\$ 32.61
1	REPLACE 2" RAINBIRD VAVLE. MISC. PARTS	\$ 275.00	\$ 275.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 887.73

DATE	DESCRIPTION	HOURS	RATE	TOTAL
	LABOR	10	\$ 93.00	\$ 930.00
				\$ -
				\$ -
				\$ -
				\$ 930.00

COMMENTS : Aspire # 3384066

	MATERIALS	\$ 887.73
	LABOR & RENTAL	\$ 930.00
	TOTAL	\$ 1,817.73

DATE PROPOSED: 4-1- _____ TECHNICIAN: _____ CLIENT _____



INVOICE

INVOICE #	INVOICE DATE
692620	5/1/2024
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: May 31, 2024

Invoice Amount: \$3,920.00

Description	Current Amount
Replace Sabal Palms at the Settlement	
Landscape Enhancement CORE	\$3,920.00

Excellence

RECEIVED
MAY 06 2024
BY: _____

Invoice Total **\$3,920.00**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 5.6.2024
By Jason Davidson

Jason Davidson

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



INVOICE

INVOICE #	INVOICE DATE
694024	5/2/2024
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: June 1, 2024

Invoice Amount: \$6,720.00

Description	Current Amount
April Landscape Maintenance for the Bluffs	
Landscape Enhancement CORE	\$6,720.00

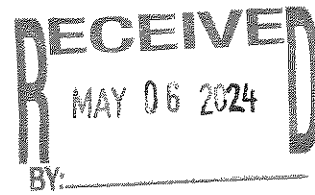
Invoice Total \$6,720.00

Excellence

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 5.6.2024
by Jason Davidson

Jason Davidson



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



INVOICE

INVOICE #	INVOICE DATE
694025	5/2/2024
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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

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

Invoice Due Date: June 1, 2024

Invoice Amount: \$530.00

Description	Current Amount
April irrigation repairs	
Irrigation Repairs	\$530.00

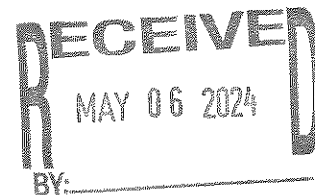
Invoice Total \$530.00

Excellence

IN COMMERCIAL LANDSCAPING

Approved RECDD III.
Submitted to AP on 5.6.2024
By Jason Davidson

Jason Davidson



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



**COMPLETED
WORK**

W. O. # CCD3
 NAME RIVERTOWN
 ADDRESS across bark park
 DATE 4/29/2024

#			EXTENTION
11	BROKEN ROTORS	\$ 26.00	\$ 286.00
2	BROKEN 6" SPRAY	\$ 14.00	\$ 28.00
2	BROKEN ROTARY NOZZLES	\$ 15.00	\$ 30.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
PARTS TOTAL			\$ 344.00

DATE	DESCRIPTION	HOURS	RATE	TOTAL
4/29/2024	TECH	2	\$ 93.00	\$ 186.00
				\$ -
				\$ -
				\$ -
TOTAL				\$ 186.00

COMMENTS :work order broken sprinkler heads along the side work across
 dog park

	MATERIALS	\$ 344.00
	LABOR & RENTAL	\$ 186.00
	TOTAL	\$ 530.00

DATE COMPLETED 4/29/24 TECHNICIAN DAVON ALBERT CLIENT _____