

*Rivers Edge III  
Community Development District*

*June 19, 2024*

# *AGENDA*

**Rivers Edge III  
Community Development District**  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
[www.RiversEdge3CDD.com](http://www.RiversEdge3CDD.com)

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June 12, 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, June 19, 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. Staff Reports
  - A. Landscape Maintenance – Report
  - B. District Engineer
  - C. District Counsel
  - D. District Manager
  - E. General Manager – Monthly Operations and Pond Reports
- IV. Approval of Consent Agenda
  - A. Minutes of the May 15, 2024 Board of Supervisors Meeting
  - B. Financial Statements as of April 30, 2024
- VI. Business Items
  - A. Ratification of Acquisition Documents for Claiborne Lane Stormwater Ponds
  - B. Ratification of Requisition Nos. 2 and 3
  - C. Discussion of the Fiscal Year 2025 Budget
  - D. Consideration of Funding Request No. 40

VII. Supervisor Requests

VIII. Audience Comments

IX. Next Scheduled Meetings – Joint Meeting on Wednesday, June 26, 2024 at 9:00 a.m. and Regular Board Meeting on Wednesday, August 21, 2024 at 9:00 a.m. at the RiverHouse

X. Adjournment

*THIRD ORDER OF BUSINESS*

*A.*



## Rivers Edge CDD – I, II, and III

### Landscape Update for June 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 June.
  - Annual flowers have been installed along with fresh and rich soil. We raised the beds for a better show. We will install Purple Angelonia in the back, Gold Lace Coleus in the middle, and Lipstick Pentas in front. This will give the Summer feel and look amazing. The next rotation will be October.
    - 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. We are experiencing Low pressure due to JEA not having enough water supply.
- 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.



*E.*

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# RIVERTOWN

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RECDD's Monthly Operations Report

Date of report: **06/19/2024**

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

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## **RECDD I**

### **Cabana Pergola:**

There were 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 was able to get us what we needed as the lumber dimensions were atypical and performed this repair in house. This was a cost savings of approximately \$3,500. This is now closed.

### **Lounge Chairs at RiverHouse:**

Many of the original lounge chairs at the RiverHouse were broken beyond repair as the welds had broken apart. We 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. New chairs arrived 5/16 and they look great! This is now closed.

### **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. This will need to be performed next offseason.

### **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.

### **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 the district engineer it was determined to paint a one-way traffic arrow on the asphalt there. We performed this in house to save costs. This is now closed.

**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 had to order replacements and installed them in house. These are installed and working properly. This is now closed.

**Gym Bathroom:**

The sink in the single bathroom by the gym was torn off the wall. We were able to reattach it securely to the wall but we also had to replumb all of the undersink drainage as the downward pressure created a slit in the tailpiece pipe that leaked.

**Waterfall Grates:**

The grates that ripple the water on the mainstreet waterfall entrance are rusted and broken. We removed some this week that had become an eyesore. We are in the exploratory stages of this repair as this will likely be a custom job. The new grates will be made from aluminum instead of steel.

**RiverHouse Parking Lot:**

Our in-house maintenance team was busy before Memorial Day repainting the striping of the RiverHouse parking lot. This was a cost savings of approximately \$5000. This is now closed.

**Pergola on Rental Side:**

The pergola next to the front porch of the RiverHouse had numerous rotted wood beams. We replaced them and the top boards as well in house. Our maintenance team painted the entirety of the pergola as well. This is now closed.

**Waterslide pump motor:**

We discovered on 6/10 that the motor to our waterslide at the RiverHouse is making a funny noise which may be an indicator that the bearings are going bad. This is not good timing with it being the summer season and the slide running daily. We have contacted an expert to come out and assess the motor and to advise on what direction to go with the repair.

## **RECDD II**

### **Watersong Pond 13 and 10:**

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.

### **Watersong Fountain:**

The team pressure washed the fountain in front of the Watersong entrance to remove the rust stains.

## **All Districts**

### **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, a second dose on 4/24/24 and a third dose on 5/17. 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 were installed 6/5 and everything is functional. We also did preventative maintenance on any of the crosswalk lights that were still working by putting a protective cover over that port so that we don't have these issues in the future.

### **Neighborhood sign at Homestead Roundabout:**

A car ran through the fencing near the southern roundabout and took out about 30 feet of fence that will need to be replaced as none of it is salvageable. The damage has been cleaned up and Sterling Fence has been contacted for the repair.

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# RIVERTOWN

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RECDD's Lifestyle Report

*Date of report: 6/10/24*

*Submitted by: Kim Fatuch*

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## **Ongoing Projects**

- Working on Grand Opening stuff for RiverLodge – tentative date of July 27th
- Events through December slated, and some vendors booked.
- Events at RiverClub on hold due to lack of funds

## **June Events**

- 6.7.24 – Live Music at the Café
  - LoopManDan will be back for another performance
- 6.8.24 – Vendor Fair
  - Currently made up of roughly 15 young entrepreneurs and 20 local vendors
  - Complete with summer kickoff fun for all ages including dunk tank, rock wall, mini motors and inflatables
  - Way too hot for much attendance with a high of 102 degrees. Roughly 80-100 people attended. Kids loved the dunk tank, mini motors and rock wall. Vendors did okay but definitely not one of the higher attended events this time.
- 6.13.24 – Music Bingo
  - Live Entertainment Solutions providing Music Bingo
  - Café prizes of \$100 provided
- 6.15.24 – RiverTown Rodeo
  - Adult Only Rodeo event at RiverClub
  - Will be having rodeo style competitions
  - Drink and food specials
- 6.29.24 – Annual Luau
  - Lanakilas luau dancers providing a show complete with fire dancers
  - Hawaiian style food trucks available
  - Expect a pretty large turnout for this event



Work Order	00626815	Account	Rivers Edge III CDD
Work Order	00626815	Contact	Jason Davidson
Number		Address	160 Riverglade Run St Johns, FL 32259 United States
Created Date	6/5/2024		

Work Details

<p>Specialist Comments to Customer</p>	<p>I used an herbicide/biocatalyst mix to treat cattails and other nuisance vegetation along the perimeters of the listed ponds. I am seeing some beneficial rush and arrowhead that I will encourage to grow in order to aide in nutrient and erosion control.</p> <p>I removed a lot of trash from the new sites but I will get more each visit.</p> <p>I treated algae on pond 88 with an algaecide and added probiotics to aide nutrient control. Dye was added to ponds 83 &amp; 88 to reduce algae by blocking light penetration. I will plan on a heavy algae treatment next visit for pond 83. The dye should help until then.</p> <p>There is A LOT of erosion on the new ponds and even some quicksand on 80 between the culverts on the North end of the pond.</p> <p>Let me know if you need to know any specific locations that may need repairs.</p> <p>Thank you for being a Solitude customer!</p>	<p>Prepared By</p> <p>KYLE FOLLANSBEE</p>
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Work Order Assets

Asset	Status	Product Work Type
Rivers Edge CDD III LAKE ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD III Pond 86	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 85	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 84	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 83	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 82	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 81	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 80	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 86	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 86	MONITORING	
Rivers Edge CDD III Pond 86	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 86	ALGAE CONTROL	



Work Order 00626815

Work Order Number 00626815

Account Rivers Edge III CDD

Contact Jason Davidson

Address 160 Riverglade Run  
St Johns, FL 32259  
United States

Created Date 6/5/2024

Rivers Edge CDD III Pond 85	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 85	MONITORING	
Rivers Edge CDD III Pond 85	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 85	ALGAE CONTROL	
Rivers Edge CDD III Pond 84	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 84	MONITORING	
Rivers Edge CDD III Pond 84	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 84	ALGAE CONTROL	
Rivers Edge CDD III Pond 83	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 83	MONITORING	
Rivers Edge CDD III Pond 83	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 83	ALGAE CONTROL	
Rivers Edge CDD III Pond 82	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 82	MONITORING	
Rivers Edge CDD III Pond 82	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 82	ALGAE CONTROL	
Rivers Edge CDD III Pond 81	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 81	MONITORING	
Rivers Edge CDD III Pond 81	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 81	ALGAE CONTROL	
Rivers Edge CDD III Pond 80	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 80	MONITORING	
Rivers Edge CDD III Pond 80	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 80	ALGAE CONTROL	
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	



Work Order 00626815

Work Order Number 00626815

Account Rivers Edge III CDD

Contact Jason Davidson

Address 160 Riverglade Run  
St Johns, FL 32259  
United States

Created Date 6/5/2024

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	
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	





Work Order 00626815  
 Work Order 00626815  
 Number

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

Created Date 6/5/2024

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	
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)	



Work Order 00626815

Work Order 00626815  
Number

Created Date 6/5/2024

Account Rivers Edge III CDD

Contact Jason Davidson

Address 160 Riverglade Run  
St Johns, FL 32259  
United States

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 LAKE ALL		80,81,82,83,84,85,86,88,89 Inspected: 87,VV,YY



**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
	SJSO24CAD103329			3hrs6min

**ACTIVITY / COMMENTS:**

Total Contacts:5 Citations:0 Warnings:3 Top speed measured by radar was; \*\*36MPH on Keystone Corners\*\*  
Responded to a swimmer in distress near rivertown park on the river. Assisted rescue with retrieval.

\*\*\*Routine Patrolled Construction sites due to ongoing issue with vandalism. Located abandoned golf cart stuck in sand on construction site, no serial number or VIN. Unable to reach property owner, notified oncoming shifts. \*\*\*



**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

RollKall Invoice#: 3233378

NAME / ID:				
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
	SJSO24CAD104842			3

**ACTIVITY / COMMENTS:**

Total Contacts: 4   Citations: 2   Warnings: 3

NOTES: Four vehicles were stopped for speeding and running stop signs. Violations cited: stop signs, speed, and seat belts. Highest speed 40mph on Rivertown Main Street and Keystone Corners Blvd.



**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

RollKall Invoice#: 3233381

NAME / ID:				
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
	SJSO24CAD121375			3

**ACTIVITY / COMMENTS:**

Total Contacts: 3   Citations: 3   Warnings: 0

NOTES: Three vehicles were stopped for speeding. Violations cited: speed. The highest speed 44mph on Rivertown Main Street and Keystone Corners Blvd.



**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
	SJSO24CAD124472			6

**ACTIVITY / COMMENTS:**

Total Contacts:6 Citations:2 Warnings:8Top speed measured by radar was; \*\*\*35MPH on Rivertown Main\*\*\*, \*\*44MPHon Keystone Corners\*\*

*FOURTH ORDER OF BUSINESS*

*A.*



MINUTES OF MEETING  
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Rivers Edge III Community Development District was held on Wednesday, May 15, 2024 at 9:20 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

Also present were:

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

The following is a summary of the discussions and actions taken at the May 15, 2024 meeting.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Oliver called the meeting to order at 9:20 a.m.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There being no comments, the next item followed.

**THIRD ORDER OF BUSINESS**

**Financing Matters**

**A. Supplemental Assessment Resolution 2024-05**

Ms. Gentry stated that the supplemental assessment resolution incorporates the final supplemental assessment methodology using the final pricing numbers. She noted the resolution was updated to reflect the final date of the supplemental assessment methodology report and to reflect a period of capitalized interest through November 1, 2025.

Mr. Oliver stated that Table 4 of the supplemental assessment methodology details the debt service assessments for each product type, which range from \$980 to \$3,380 per year.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor supplemental assessment resolution 2024-05 was approved.
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**B. True-Up Agreement**

Ms. Gentry stated that the true-up agreement provides that if fewer than the anticipated number of lots are developed which results in a shortfall of properties to collect the assessments from, the developer will pay a true-up payment to the District.

**C. Collateral Assignment Agreement**

Ms. Gentry stated that under the collateral assignment agreement the developer agrees that if they default in paying off the bonds, they will assign the rights needed to complete the project to the District.

**D. Completion Agreement**

Ms. Gentry stated that under the completion agreement the developer agrees to complete the total improvement plan for the District.

**E. Declaration of Consent**

Ms. Gentry stated that under the declaration of consent the developer consents to the jurisdiction of the District and agrees that the proceedings taken in connection with issuing the bonds and levying the assessments were proper.

**F. Notice of Assessments**

Ms. Gentry stated that the notice of assessments would be recorded after the bond process is finalized and the bonds are closed to notify everyone that the assessments on the property are finalized.

Mr. Thomas stated that he believes there may be a true-up needed in Rivers Edge CDD as smaller lots than what were originally planned were built.

Ms. Gentry stated that she would look into it.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the ancillary agreements were 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 that the agreement with FDOT to proceed with the roundabout has been finalized and Mr. Stilwell’s team is working on getting that executed. FDOT is requiring the District engage an independent firm for CEI services just for geotechnical testing. She asked for approval from the Board for staff to run a request for qualifications ad for that purpose.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor authorizing staff to issue a request for qualifications for engineering services related to the roundabout construction was approved.

**D. District Manager – Report on the Number of Registered Voters (539)**

Mr. Oliver informed the Board there are 539 registered voters reported to be residing within the District’s boundaries.

**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 April 17, 2024 Board of Supervisors Meeting**
- B. Financial Statements as of March 31, 2024**
- C. Check Register**

Copies of the minutes, the financial statements, and the check register totaling \$180,100.85, 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. Consideration of Resolution 2024-07, Designating Officers**

Mr. Oliver asked the Board to consider designating him as the Secretary and Treasurer of the District to replace Howard McGaffney.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor Resolution 2024-07, designating Mr. Oliver as the Secretary and Treasurer with the balance of the slate of officers to remain the same was approved.

**B. Public Hearing for the Purpose of Adopting Rules and Rates; Resolution 2024-08**

Ms. Gentry informed the Board that since the rules were last presented to the Board, there has only been one change and that is to increase the size of the floats allowed in the lazy river as recommended by amenity staff.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the public hearing was opened.

There were no public comments.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the public hearing was closed.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2024-08, adopting rules and rates as presented in the agenda package was approved.

**C. Consideration of RFP Documents for Amenity Management and Field Operations Services**

Ms. Gentry presented request for proposal documents for amenity management and field operations services. The proposers will be asked to provide hard copy originals. There will be no requirement for a pre-bid meeting unless the Rivers Edge CDD board prefers otherwise. A joint meeting with all three districts will be scheduled to review proposals.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the request for proposal documents for amenity management and field operations services were approved in substantial form with staff authorized to begin the informal RFP process.

**D. Consideration of Acquisition Documents for Drainage Improvements**

Ms. Gentry stated that an acquisition package for Main Street Phase 4 was completed, and those improvements are what would take up the bulk of the bond financing. Around \$500,000 will be leftover so the District Engineer has worked with the Chair to identify drainage improvements that are completed within the area included in the engineer’s report and those are on Claiborne Lane. There is a tentative dollar amount of around \$900,000 for the specified improvements.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the acquisition documents for the Claiborne Lane drainage improvements were approved in substantial form with staff authorized to fill in the details of the Claiborne drainage improvements and the acquisition itself approved at an amount not to exceed the balance of the construction account.

**E. Consideration of Resolution 2024-09, Approving the Proposed Budget for Fiscal Year 2025 and Setting a Public Hearing Date for Adoption**

A copy of the proposed budget was included in the agenda package for the Board’s review. Mr. Thomas stated that there is around \$400,000 of assessments not included on the tax roll, which includes 114 lots in the Ravines and 132 lots in the Bluffs. He recommended increasing the budget to match the actuals and reduce developer contributions.

Mr. Oliver stated that the budget will be revised to include the Ravines and Bluffs and only five months of funding for the amenity center.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor Resolution 2024-09, approving the proposed budget as revised and setting a public hearing date for August 21, 2024 at 9:00 a.m. was approved.

**F. Consideration of Resolution 2024-10, Designating a Date, Time and Location for the Landowner’s Election**

This item was tabled.

**G. Consideration of Funding Request No. 39**

A copy of funding request number 39 totaling \$110,742.15 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 39 was approved.

**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 – June 19, 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***  
***April 30, 2024***



**Rivers Edge III**  
**Community Development District**  
**Combined Balance Sheet**  
**April 30, 2024**

	General Fund	Debt Service Fund	Capital Reserve Fund	Capital Project Fund	Totals Governmental Funds
<b>Assets:</b>					
<b>Cash:</b>					
Operating Account	\$ 23,638	\$ -	\$ -	\$ -	\$ 23,638
Due from Capital Project Fund	1,203	-	-	-	1,203
<b>Investments:</b>					
State Board of Administration (SBA)	1,140	-	-	-	1,140
Custody	945	-	-	-	945
<b>Series 2021</b>					
Reserve	-	275,400	-	-	275,400
Capital Interest	-	7,307	-	-	7,307
Revenue	-	593,877	-	-	593,877
Construction	-	-	-	425	425
Deposits	1,890	-	-	-	1,890
<b>Total Assets</b>	<b>\$ 28,815</b>	<b>\$ 876,584</b>	<b>\$ -</b>	<b>\$ 425</b>	<b>\$ 905,825</b>
<b>Liabilities:</b>					
Due to General Fund	\$ -	\$ -	\$ -	\$ 1,203	\$ 1,203
<b>Total Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,203</b>	<b>\$ 1,203</b>
<b>Fund Balance:</b>					
Nonspendable:					
Deposits	\$ 1,890	\$ -	\$ -	\$ -	\$ 1,890
Restricted for:					
Debt Service - Series	-	876,584	-	-	876,584
Capital Project - Series	-	-	-	(777)	(777)
Assigned for:					
Capital Reserve Fund	-	-	-	-	-
Unassigned	26,925	-	-	-	26,925
<b>Total Fund Balances</b>	<b>\$ 28,815</b>	<b>\$ 876,584</b>	<b>\$ -</b>	<b>\$ (777)</b>	<b>\$ 904,622</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 28,815</b>	<b>\$ 876,584</b>	<b>\$ -</b>	<b>\$ 425</b>	<b>\$ 905,825</b>

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

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b>Revenues:</b>				
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	2,000	500
<b>Total Revenues</b>	<b>\$ 1,595,956</b>	<b>\$ 524,066</b>	<b>\$ 522,931</b>	<b>\$ (1,135)</b>
<b>Expenditures:</b>				
<b><i>General &amp; Administrative:</i></b>				
District Engineer	\$ 5,000	\$ 2,917	\$ 2,321	\$ 595
District Counsel	25,000	14,583	8,130	6,453
District Management	29,680	17,313	14,840	2,473
Assessment Administration	5,300	5,300	5,300	-
Dissemination Agent	3,710	2,164	1,855	309
Information Technology	1,272	742	636	106
Website Administration	1,908	1,113	954	159
Website Maintenance	-	-	400	(400)
Annual Audit	5,100	2,975	1,500	1,475
Trustee Fees	6,000	3,500	2,188	1,313
Arbitrage	600	350	-	350
Telephone	150	88	11	77
Postage	250	146	94	52
Printing & Binding	1,000	583	103	480
Insurance	8,756	8,756	5,758	2,998
Legal Advertising	1,500	875	-	875
Other Current Charges	800	467	-	467
Office Supplies	150	88	1	87
Dues, Licenses & Subscriptions	175	175	175	-
<b>Total General &amp; Administrative</b>	<b>\$ 96,351</b>	<b>\$ 62,134</b>	<b>\$ 44,265</b>	<b>\$ 17,869</b>
<b><i>Operations &amp; Maintenance</i></b>				
<b><i>Grounds Maintenance:</i></b>				
Cost Share Landscaping- Rivers Edge	\$ 162,917	\$ 95,035	\$ 81,459	\$ 13,576
Field Operations Management (Vesta)	18,626	10,865	16,492	(5,627)
Landscape Maintenance	467,076	272,461	258,706	13,755
Landscape Contingency	10,000	5,833	7,471	(1,638)
Irrigation Repairs and Maintenance	5,000	5,000	23,317	(18,317)
Lake Maintenance	20,000	11,667	7,859	3,807
Irrigation Water Use	13,800	8,050	1,595	6,455
Electric	3,000	1,750	197	1,553
Street Lighting	15,000	8,750	-	8,750
Street and Drainage Maintenance	5,000	2,917	-	2,917
Other Repair & Replacements	10,000	5,833	-	5,833
<b>Subtotal Grounds Maintenance</b>	<b>\$ 730,420</b>	<b>\$ 428,161</b>	<b>\$ 397,095</b>	<b>\$ 31,066</b>

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

**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b><i>Amenity Center:</i></b>				
Cost Share Amenity- Rivers Edge	\$ 248,626	\$ 145,032	\$ 124,313	\$ 20,719
Cost Share Amenity- Rivers Edge II	46,753	27,273	23,376	3,896
General Manager (Vesta)	24,086	14,050	12,043	2,007
Amenity Manager (Vesta)	7,791	4,545	-	4,545
Maintenance Service (Vesta)	31,535	18,395	-	18,395
Lifestyle Director (Vesta)	7,627	4,449	-	4,449
Lifeguards (Vesta)	47,390	27,644	-	27,644
Facility Attendant (Vesta)	26,371	15,383	-	15,383
Pool Maintenance (Vesta)	8,000	4,667	-	4,667
Janitorial (Vesta)	13,305	7,761	-	7,761
Security Monitoring	1,800	1,050	-	1,050
Security Guards	25,000	14,583	-	14,583
Telephone	8,500	4,958	-	4,958
Insurance	75,000	75,000	12,389	62,611
Fitness Equipment Lease	15,000	8,750	-	8,750
Window Cleaning	1,500	875	-	875
Pressure Washing	15,000	8,750	-	8,750
Pool Chemicals (Poolsure)	20,000	11,667	-	11,667
Natural Gas	500	292	-	292
Electric	20,000	11,667	-	11,667
Water & Sewer	30,000	17,500	-	17,500
Amenity Repairs and Replacement	10,000	5,833	2,212	3,621
Refuse	15,000	8,750	-	8,750
Pest Control	3,600	2,100	-	2,100
Fire Alarm System and Maintenance	2,000	1,167	-	1,167
Access Cards	1,000	583	-	583
License / Permits	1,800	1,050	-	1,050
Speical Events	15,000	8,750	-	8,750
Holiday Decorations	10,000	5,833	-	5,833
Office Supplies / Postage	1,500	875	-	875
Capital Expenditures	5,500	3,208	-	3,208
General Reserve Funding	30,000	-	-	-
<b>Subtotal Amenity Center</b>	<b>\$ 769,185</b>	<b>\$ 462,441</b>	<b>\$ 174,333</b>	<b>\$ 288,108</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 1,499,605</b>	<b>\$ 890,603</b>	<b>\$ 571,429</b>	<b>\$ 319,174</b>
<b>Total Expenditures</b>	<b>\$ 1,595,956</b>	<b>\$ 952,737</b>	<b>\$ 615,694</b>	<b>\$ 337,043</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 0</b>	<b>\$ (428,671)</b>	<b>\$ (92,763)</b>	<b>\$ 335,908</b>
<b>Net Change in Fund Balance</b>	<b>\$ (0)</b>	<b>\$ (428,671)</b>	<b>\$ (92,763)</b>	<b>\$ 335,908</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 121,578</b>	
<b>Fund Balance - Ending</b>	<b>\$ (0)</b>		<b>\$ 28,815</b>	





**Rivers Edge III**  
**Community Development District**  
**Debt Service Fund Series 2021**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 307,367	\$ 307,367	\$ 306,238	\$ (1,129)
Special Assessments - Direct Bill	243,427	243,427	243,427	-
Interest Income	7,500	7,500	17,493	9,993
<b>Total Revenues</b>	<b>\$ 558,294</b>	<b>\$ 558,294</b>	<b>\$567,158</b>	<b>\$ 8,864</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 170,565	\$ 170,565	\$ 170,565	\$ -
Interest - 5/1	170,565	-	-	-
Principal - 5/1	210,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 551,130</b>	<b>\$ 170,565</b>	<b>\$ 170,565</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 7,164</b>	<b>\$ 387,729</b>	<b>\$ 396,593</b>	<b>\$ 8,864</b>
<b>Other Financing Sources/(Uses):</b>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 7,164</b>	<b>\$ 387,729</b>	<b>\$ 396,593</b>	<b>\$ 8,864</b>
<b>Fund Balance - Beginning</b>	<b>\$ 194,965</b>		<b>\$ 479,991</b>	
<b>Fund Balance - Ending</b>	<b>\$ 202,129</b>		<b>\$ 876,584</b>	

**Rivers Edge III**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b>Revenues</b>				
Capital Reserve Funding - Transfer In	\$ 30,000	\$ -	\$ -	\$ -
Interest	100	58	-	(58)
<b>Total Revenues</b>	<b>\$ 30,100</b>	<b>\$ 58</b>	<b>\$ -</b>	<b>\$ (58)</b>
<b>Expenditures:</b>				
Repair and Replacements	\$ 5,000	\$ 2,917	\$ -	\$ 2,917
<b>Total Expenditures</b>	<b>\$ 5,000</b>	<b>\$ 2,917</b>	<b>\$ -</b>	<b>\$ 2,917</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 25,100</b>		<b>\$ -</b>	
<b>Other Financing Sources/(Uses)</b>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ 25,100</b>		<b>\$ -</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Fund Balance - Ending</b>	<b>\$ 25,100</b>		<b>\$ -</b>	



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

**Capital Projects Funds**

**For The Period Ending April 30, 2024**

Description	SE 2021
<b>Revenues</b>	
<i>Interest Income:</i>	
Construction	\$ 33
<b>Total Revenues</b>	<b>\$ 33</b>
<b>Expenditures</b>	
Capital Outlay	\$ 2,842
<b>Total Expenditures</b>	<b>\$ 2,842</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$ (2,808)</b>
<b>Beginning Fund Balance</b>	<b>\$ 2,031</b>
<b>Ending Fund Balance</b>	<b>\$ (777)</b>

# 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)
<b>Current Bonds Outstanding</b>		<b>\$</b>	<b>9,475,000</b>

**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
<b>TOTAL DIRECT BILLS</b>	<b>219</b>	<b>243,427.30</b>	<b>76,159.57</b>	<b>319,586.87</b>
<b>NET REVENUE TAX ROLL</b>	<b>320</b>	<b>307,363.76</b>	<b>446,406.75</b>	<b>753,770.51</b>
<b>TOTAL REVENUE</b>	<b>539</b>	<b>550,791.06</b>	<b>522,566.32</b>	<b>1,073,357.38</b>

RECEIVED			
SERIES 2021 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS NOT TAKEN)
243,427.30	76,159.57	319,586.87	(0.00)
-	-	-	-
<b>243,427.30</b>	<b>76,159.57</b>	<b>319,586.87</b>	<b>(0.00)</b>
<b>306,238.14</b>	<b>444,771.93</b>	<b>751,010.07</b>	<b>2,760.44</b>
<b>549,665.44</b>	<b>520,931.50</b>	<b>1,070,596.94</b>	<b>2,760.44</b>

<b>DIRECT BILL PERCENT COLLECTED</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>
<b>TAX ROLL PERCENT COLLECTED</b>	<b>99.63%</b>	<b>99.63%</b>	<b>99.63%</b>
<b>TOTAL PERCENT COLLECTED</b>	<b>99.80%</b>	<b>99.69%</b>	<b>99.74%</b>

(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
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
<b>TOTAL TAX ROLL RECEIPTS</b>		<b>306,238.14</b>	<b>444,771.93</b>	<b>751,010.07</b>

*FIFTH ORDER OF BUSINESS*

*A.*

ACQUISITION LETTER

May 23, 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 37 Drainage Improvements (Claiborne Lane Stormwater Ponds) and Work Product

Dear Mr. Oliver:

Mattamy Jacksonville LLC has completed and wishes to sell to the District completed dewatering and excavation for the drainage improvements for Parcel 37 (the "Improvements"), together with rights to 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 to date is **\$901,473.21**.

Notwithstanding anything to the contrary herein, to the extent any amounts remain to be paid to contractors or professionals performing the work, for retainage or otherwise, Mattamy Jacksonville agrees to timely make payment for all such amounts and to ensure that no liens are placed on the property. Additionally, to the extent any additional punch list work is required for acceptance or approval by applicable regulatory agencies, Mattamy Jacksonville agrees to perform such work.

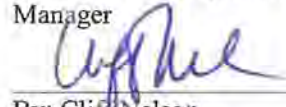
**MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company

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

ACKNOWLEDGED AND AGREED TO BY:

  
Chairman  
Rivers Edge III Community  
Development District

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

  
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:

Earthwork related to stormwater ponds identified as SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, and SWMF-7 in the maps attached hereto.

**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**

<b><u>Contractor</u></b>	<b><u>Paid to Date</u></b>	<b><u>Balance to Finish</u></b>	<b><u>Total Reimbursable Amount</u></b>
<b><i>Improvements</i></b>			
Burnham Construction, Inc. <i>(Earthwork – dewatering and pond excavation)</i>	<b>\$901,473.21</b>	NA	<b>\$901,473.21</b>
<b>TOTALS:</b>	<b>\$901,473.21</b>		<b>\$901,473.21</b>

# CLAIBORNE LANE ~ PARCEL 37 (MINOR COLLECTOR)

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

SHEET FOUR (4) OF FIVE (5) SHEETS

**CURVE TABLE FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING**

CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00

**LINE DATA FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING**

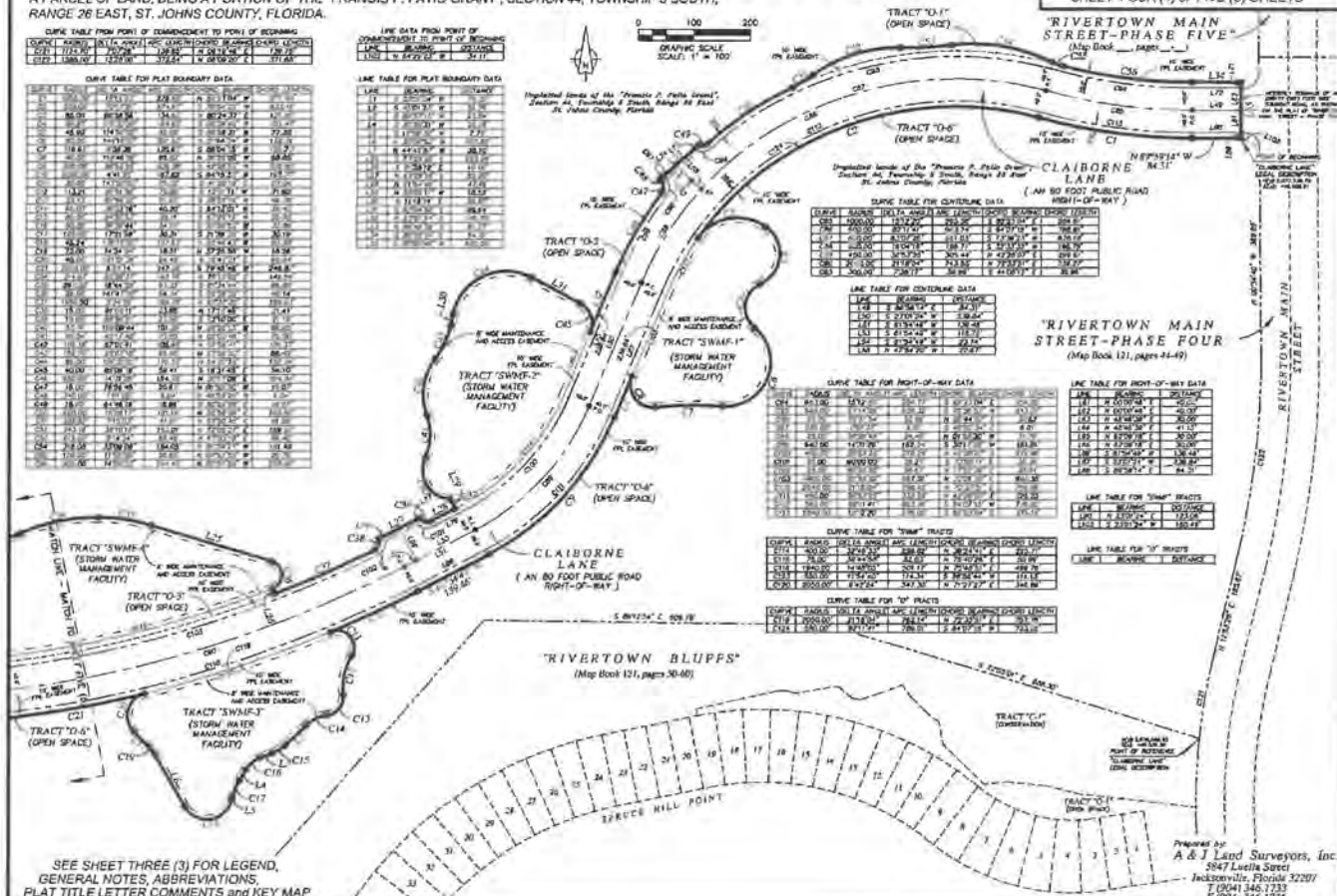
LINE NUMBER	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00

**CURVE TABLE FOR PLAT BOUNDARY DATA**

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00	11	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00	12	S 72° 12' 00" W	100.00

**LINE TABLE FOR PLAT BOUNDARY DATA**

LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00



**CURVE TABLE FOR CENTERLINE DATA**

CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00

**LINE TABLE FOR CENTERLINE DATA**

LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00

**CURVE TABLE FOR RIGHT-OF-WAY DATA**

CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00

**LINE TABLE FOR RIGHT-OF-WAY DATA**

LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00

**CURVE TABLE FOR "SWAMP" TRACTS**

CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00

**LINE TABLE FOR "SWAMP" TRACTS**

LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00

**CURVE TABLE FOR "TYP" TRACTS**

CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00

**LINE TABLE FOR "TYP" TRACTS**

LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00

SEE SHEET THREE (3) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS, PLAT TITLE LETTER COMMENTS AND KEY MAP

Prepared by:  
A & J Land Surveyors, Inc.  
5847 Luella Street  
Jacksonville, Florida 32207  
T 904.346.1733  
F 904.346.1735

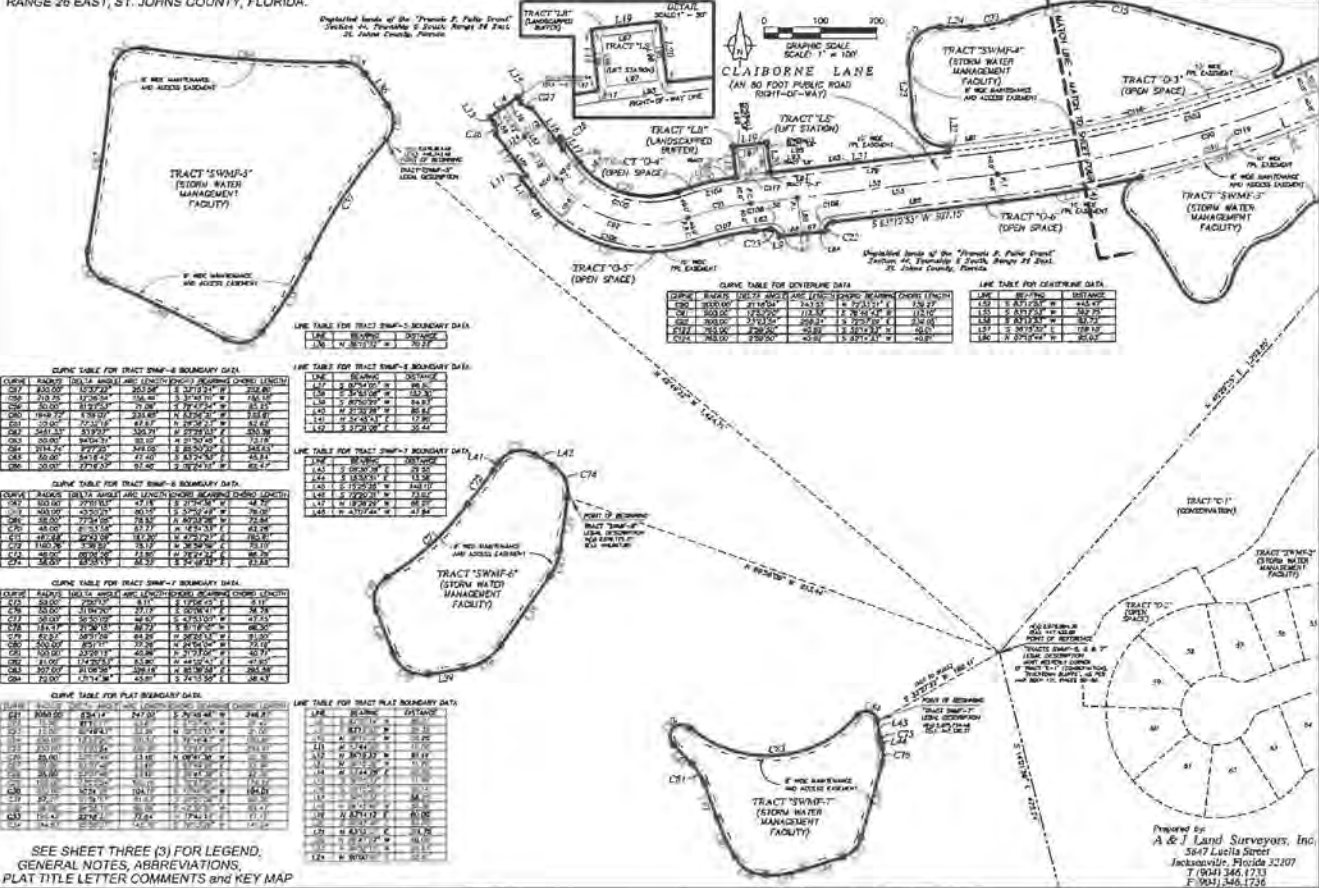


# CLAIBORNE LANE ~ PARCEL 37 (MINOR COLLECTOR)

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

SHEET FIVE (5) OF FIVE (5) SHEETS



Replat'd lands of the "Francis P. Fatio Grant"  
Section 44, Township 5 South, Range 26 East,  
St. Johns County, Florida

GRAVIC SCALE  
SCALE 1" = 100'

CLAIBORNE LANE  
(AN 80 FOOT PUBLIC ROAD  
RIGHT-OF-WAY)

Replat'd lands of the "Francis P. Fatio Grant"  
Section 44, Township 5 South, Range 26 East,  
St. Johns County, Florida

CLUMP TABLE FOR OVERLINE DATA

CLUMP	BEARS	DEGREES	ACROSS	AND	ENCLOSING	BEARING	OPEN	(INCH)
L10	80.000	21.415	21.23	4	22.511	2	2.8	27
L11	80.000	17.850	22.82	17	8.254	2	12.0	20
L12	80.000	17.850	22.82	17	8.254	2	12.0	20
L13	80.000	17.850	22.82	17	8.254	2	12.0	20
L14	80.000	17.850	22.82	17	8.254	2	12.0	20
L15	80.000	17.850	22.82	17	8.254	2	12.0	20

LINE TABLE FOR CENTERLINE DATA

LINE	BEARING	DISTANCE
L10	S 21.415° E	21.23
L11	S 17.850° E	22.82
L12	S 17.850° E	22.82
L13	S 17.850° E	22.82
L14	S 17.850° E	22.82
L15	S 17.850° E	22.82

CLUMP TABLE FOR TRACT SWAMP-1 BOUNDARY DATA

CLUMP	BEARS	DEGREES	ACROSS	AND	ENCLOSING	BEARING	OPEN	(INCH)
C10	80.000	21.415	21.23	4	22.511	2	2.8	27
C11	80.000	17.850	22.82	17	8.254	2	12.0	20
C12	80.000	17.850	22.82	17	8.254	2	12.0	20
C13	80.000	17.850	22.82	17	8.254	2	12.0	20
C14	80.000	17.850	22.82	17	8.254	2	12.0	20
C15	80.000	17.850	22.82	17	8.254	2	12.0	20

LINE TABLE FOR TRACT SWAMP-1 BOUNDARY DATA

LINE	BEARING	DISTANCE
C10	S 21.415° E	21.23
C11	S 17.850° E	22.82
C12	S 17.850° E	22.82
C13	S 17.850° E	22.82
C14	S 17.850° E	22.82
C15	S 17.850° E	22.82

CLUMP TABLE FOR TRACT SWAMP-2 BOUNDARY DATA

CLUMP	BEARS	DEGREES	ACROSS	AND	ENCLOSING	BEARING	OPEN	(INCH)
C16	80.000	21.415	21.23	4	22.511	2	2.8	27
C17	80.000	17.850	22.82	17	8.254	2	12.0	20
C18	80.000	17.850	22.82	17	8.254	2	12.0	20
C19	80.000	17.850	22.82	17	8.254	2	12.0	20
C20	80.000	17.850	22.82	17	8.254	2	12.0	20
C21	80.000	17.850	22.82	17	8.254	2	12.0	20

LINE TABLE FOR TRACT SWAMP-2 BOUNDARY DATA

LINE	BEARING	DISTANCE
C16	S 21.415° E	21.23
C17	S 17.850° E	22.82
C18	S 17.850° E	22.82
C19	S 17.850° E	22.82
C20	S 17.850° E	22.82
C21	S 17.850° E	22.82

CLUMP TABLE FOR TRACT SWAMP-3 BOUNDARY DATA

CLUMP	BEARS	DEGREES	ACROSS	AND	ENCLOSING	BEARING	OPEN	(INCH)
C22	80.000	21.415	21.23	4	22.511	2	2.8	27
C23	80.000	17.850	22.82	17	8.254	2	12.0	20
C24	80.000	17.850	22.82	17	8.254	2	12.0	20
C25	80.000	17.850	22.82	17	8.254	2	12.0	20
C26	80.000	17.850	22.82	17	8.254	2	12.0	20
C27	80.000	17.850	22.82	17	8.254	2	12.0	20

LINE TABLE FOR TRACT SWAMP-3 BOUNDARY DATA

LINE	BEARING	DISTANCE
C22	S 21.415° E	21.23
C23	S 17.850° E	22.82
C24	S 17.850° E	22.82
C25	S 17.850° E	22.82
C26	S 17.850° E	22.82
C27	S 17.850° E	22.82

CLUMP TABLE FOR PLAT BOUNDARY DATA

CLUMP	BEARS	DEGREES	ACROSS	AND	ENCLOSING	BEARING	OPEN	(INCH)
C28	80.000	21.415	21.23	4	22.511	2	2.8	27
C29	80.000	17.850	22.82	17	8.254	2	12.0	20
C30	80.000	17.850	22.82	17	8.254	2	12.0	20
C31	80.000	17.850	22.82	17	8.254	2	12.0	20
C32	80.000	17.850	22.82	17	8.254	2	12.0	20
C33	80.000	17.850	22.82	17	8.254	2	12.0	20

LINE TABLE FOR TRACT PLAT BOUNDARY DATA

LINE	BEARING	DISTANCE
C28	S 21.415° E	21.23
C29	S 17.850° E	22.82
C30	S 17.850° E	22.82
C31	S 17.850° E	22.82
C32	S 17.850° E	22.82
C33	S 17.850° E	22.82

SEE SHEET THREE (3) FOR LEGEND,  
GENERAL NOTES, ABBREVIATIONS,  
PLAT TITLE LETTER COMMENTS and KEY MAP

Prepared by  
**A & J Land Surveyors, Inc.**  
3847 Lucila Street  
Jacksonville, Florida 32207  
T (904) 346, 1735  
F (904) 346, 1736

**AFFIDAVIT REGARDING COSTS PAID  
ACQUISITION OF PARCEL 37 (CLAIBORNE LANE STORMWATER PONDS)  
DRAINAGE IMPROVEMENTS AND WORK PRODUCT**

STATE OF FLORIDA  
COUNTY OF Duval

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 28<sup>th</sup> day of May 2024.

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

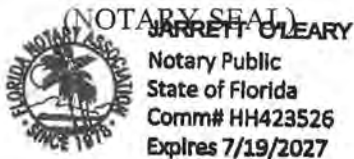
By: MATTAMY FLORIDA LLC, a Delaware limited liability company, its Manager

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

  
By: Cliff Nelson  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF DUNAL

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 28<sup>th</sup> day of May 2024, by Cliff Nelson, Vice President of Mattamy Jacksonville LLC, who  is personally known to me or  produced \_\_\_\_\_ as identification.



  
Notary Public Signature

JARRETT O'LEARY  
(Name typed, printed or stamped)  
Notary Public, State of FLORIDA  
Commission No. HH423526  
My Commission Expires: 7-19-2027

## EXHIBIT A: Description of Improvements and Work Product

**Improvements:**

All of the following identified below:

Earthwork related to stormwater ponds identified as SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, and SWMF-7 in the maps attached hereto.

**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>			
Burnham Construction, Inc. <i>(Earthwork – dewatering and pond excavation)</i>	\$901,473.21	NA	\$901,473.21
<b>TOTALS:</b>	<b>\$901,473.21</b>		<b>\$901,473.21</b>





# CLAIBORNE LANE ~ PARCEL 37 (MINOR COLLECTOR)

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET FIVE (5) OF FIVE (5) SHEETS

Imagined lands of the "Francis P. Fatio Grant"  
Section 44, Township 5 South, Range 26 East,  
St. Johns County, Florida



LINE TABLE FOR TRACT SWM-A BOUNDARY DATA

LINE #	BEARING	DISTANCE
1	N 89°22'31" E	50.00
2	S 89°22'31" W	50.00
3	N 00°00'00" E	50.00
4	S 00°00'00" W	50.00

CURVE TABLE FOR CENTERLINE DATA

CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	PIECE POINT BEARING	PIECE POINT DISTANCE
N 89°22'31" E	50.00	89°22'31"	50.00	N 89°22'31" E	50.00
S 89°22'31" W	50.00	89°22'31"	50.00	S 89°22'31" W	50.00
N 00°00'00" E	50.00	00°00'00"	50.00	N 00°00'00" E	50.00
S 00°00'00" W	50.00	00°00'00"	50.00	S 00°00'00" W	50.00

LINE TABLE FOR CENTERLINE DATA

LINE #	BEARING	DISTANCE
1	N 89°22'31" E	50.00
2	S 89°22'31" W	50.00
3	N 00°00'00" E	50.00
4	S 00°00'00" W	50.00

CURVE TABLE FOR TRACT SWM-B BOUNDARY DATA

LINE #	BEARING	DISTANCE
1	N 89°22'31" E	50.00
2	S 89°22'31" W	50.00
3	N 00°00'00" E	50.00
4	S 00°00'00" W	50.00

LINE TABLE FOR TRACT SWM-B BOUNDARY DATA

LINE #	BEARING	DISTANCE
1	N 89°22'31" E	50.00
2	S 89°22'31" W	50.00
3	N 00°00'00" E	50.00
4	S 00°00'00" W	50.00

CURVE TABLE FOR TRACT SWM-C BOUNDARY DATA

LINE #	BEARING	DISTANCE
1	N 89°22'31" E	50.00
2	S 89°22'31" W	50.00
3	N 00°00'00" E	50.00
4	S 00°00'00" W	50.00

LINE TABLE FOR TRACT SWM-C BOUNDARY DATA

LINE #	BEARING	DISTANCE
1	N 89°22'31" E	50.00
2	S 89°22'31" W	50.00
3	N 00°00'00" E	50.00
4	S 00°00'00" W	50.00

CURVE TABLE FOR TRACT SWM-D BOUNDARY DATA

LINE #	BEARING	DISTANCE
1	N 89°22'31" E	50.00
2	S 89°22'31" W	50.00
3	N 00°00'00" E	50.00
4	S 00°00'00" W	50.00

LINE TABLE FOR TRACT SWM-D BOUNDARY DATA

LINE #	BEARING	DISTANCE
1	N 89°22'31" E	50.00
2	S 89°22'31" W	50.00
3	N 00°00'00" E	50.00
4	S 00°00'00" W	50.00

SEE SHEET THREE (3) FOR LEGEND,  
GENERAL NOTES, ABBREVIATIONS,  
PLAT TITLE LETTER COMMENTS and KEY MAP

Prepared by  
**A & J Land Surveyors, Inc.**  
3047 Lucia Street  
Jacksonville, Florida 32207  
T (904) 346-1733  
F (904) 346-1735

**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 37 DRAINAGE IMPROVEMENTS AND WORK PRODUCT**

**THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT** is made the 28 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 37, specifically stormwater pond improvements for Claiborne Lane. 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**

[Signature]  
[Signature]  
[print name]

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

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

[Signature]  
JARRETT O'LEARY  
[print name]

[Signature]  
By: Cliff Nelson  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 28<sup>th</sup> 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.



JARRETT O'LEARY  
Notary Public  
State of Florida  
Comm# HH423526  
Expires 7/19/2027

[Signature]  
Notary Public, State of Florida  
Print Name: JARRETT O'LEARY  
Commission No.: HH423526  
My Commission Expires: 7/19/2027



## EXHIBIT A: Description of Improvements and Work Product

### Improvements:

All of the following identified below:

Earthwork related to stormwater ponds identified as SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, and SWMF-7 in the maps attached hereto.

### 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>
<b><i>Improvements</i></b>			
Burnham Construction, Inc. <i>(Earthwork – dewatering and pond excavation)</i>	<b>\$901,473.21</b>	NA	<b>\$901,473.21</b>
<b>TOTALS:</b>	<b>\$901,473.21</b>		<b>\$901,473.21</b>

# CLAIBORNE LANE ~ PARCEL 37 (MINOR COLLECTOR)

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

CURVE	STATION	ANGLE	CHORD	CHORD BEARING	CHORD LENGTH
C01	1142.00	90.00	114.20	S 00°00'00" W	114.20
C02	1256.00	112.50	115.60	S 09°50'00" W	115.60

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L01	S 88°59'59" W	114.20	L12	S 88°59'59" W	114.20
L02	S 88°59'59" W	115.60	L13	S 88°59'59" W	115.60

CURVE	STATION	ANGLE	CHORD	CHORD BEARING	CHORD LENGTH
C03	1370.00	137.00	137.00	S 45°00'00" W	137.00
C04	1484.00	156.75	148.40	S 31°15'00" W	148.40

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
M01	S 88°59'59" W	57.10	M02	S 88°59'59" W	57.10
M03	S 88°59'59" W	57.75	M04	S 88°59'59" W	57.75

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
R01	S 88°59'59" W	114.20	R02	S 88°59'59" W	114.20
R03	S 88°59'59" W	115.60	R04	S 88°59'59" W	115.60

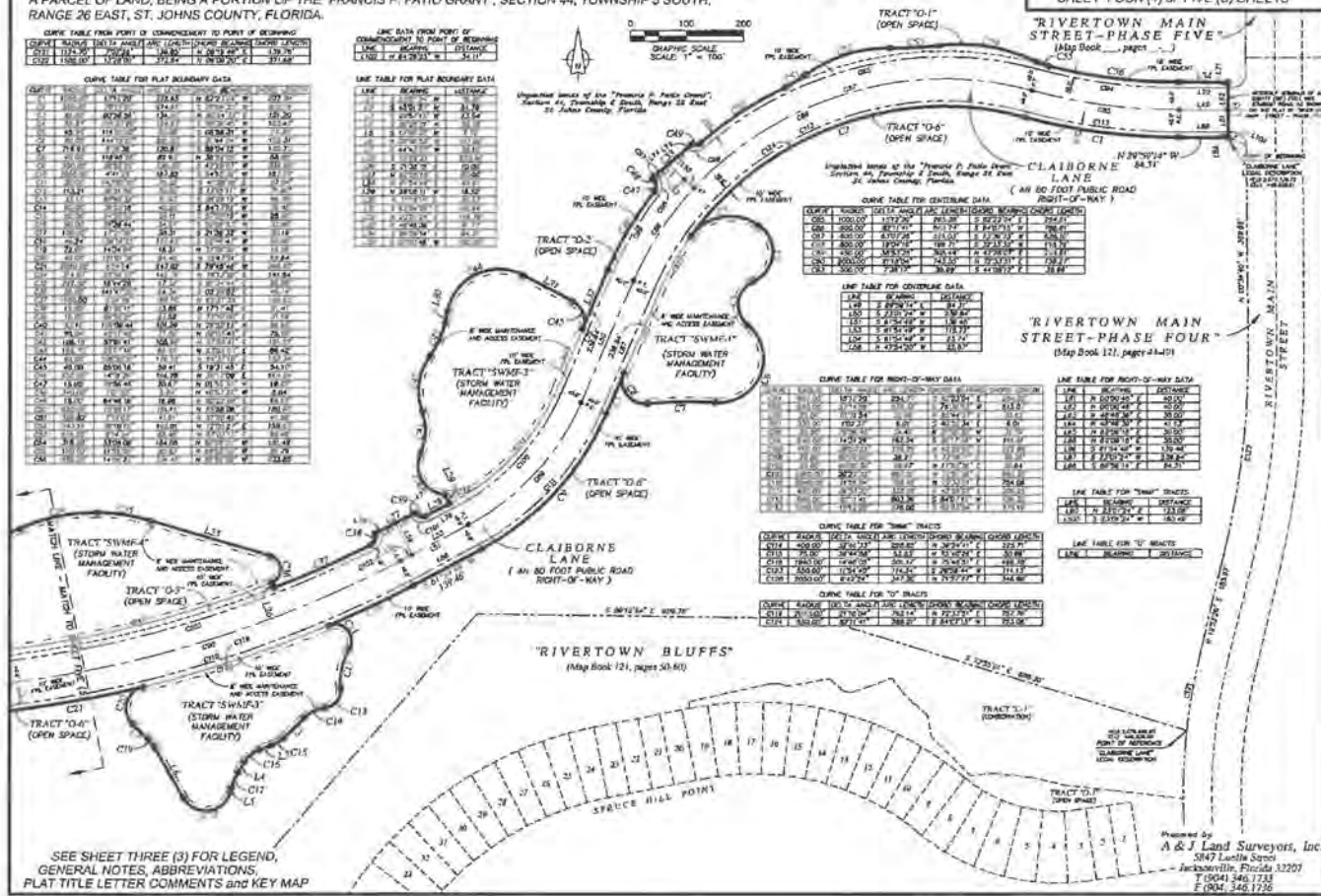
TRACT	STATION	ANGLE	CHORD	CHORD BEARING	CHORD LENGTH
T01	1400.00	90.00	140.00	S 00°00'00" W	140.00
T02	1514.00	109.75	151.40	S 15°37'30" W	151.40

TRACT	STATION	ANGLE	CHORD	CHORD BEARING	CHORD LENGTH
TY01	1400.00	90.00	140.00	S 00°00'00" W	140.00
TY02	1514.00	109.75	151.40	S 15°37'30" W	151.40



Imagined lines of the "Francis P. Fatio Grant", Section 44, Township 5 South, Range 26 East, St. Johns County, Florida.

Imagined lines of the "Francis P. Fatio Grant", Section 44, Township 5 South, Range 26 East, St. Johns County, Florida.



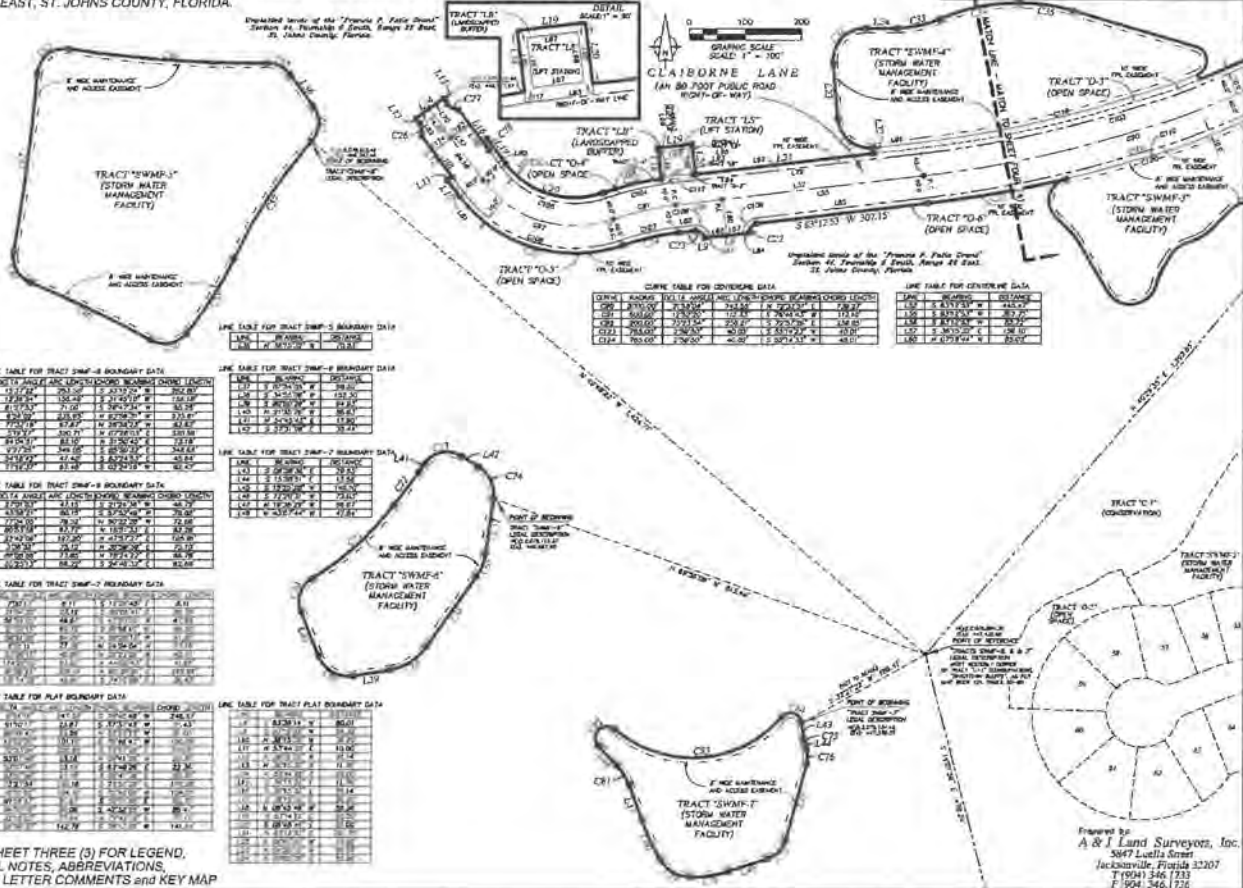
SEE SHEET THREE (3) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS, PLAT TITLE LETTER COMMENTS and KEY MAP

Prepared by  
**A & J Land Surveyors, Inc.**  
5847 Lucille Street  
Jacksonville, Florida 32207  
T (904) 346-1733  
F (904) 346-1726

# CLAIBORNE LANE ~ PARCEL 37 (MINOR COLLECTOR)

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 8 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET FIVE (5) OF FIVE (5) SHEETS



LINE TABLE FOR TRACT SWMP-1 BOUNDARY DATA

LINE	BEARING	DISTANCE
L1	S 89° 12' 30" W	70.82
L2	S 89° 12' 30" W	70.82

CURVE TABLE FOR CENTERLINE DATA

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD CURVE CENTER
C1	S 89° 12' 30" W	70.82	S 89° 12' 30" W	70.82	70.82
C2	S 89° 12' 30" W	70.82	S 89° 12' 30" W	70.82	70.82

LINE TABLE FOR CENTERLINE DATA

LINE	BEARING	DISTANCE
L1	S 89° 12' 30" W	70.82
L2	S 89° 12' 30" W	70.82

CURVE TABLE FOR TRACT SWMP-2 BOUNDARY DATA

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD CURVE CENTER
C1	S 89° 12' 30" W	70.82	S 89° 12' 30" W	70.82	70.82
C2	S 89° 12' 30" W	70.82	S 89° 12' 30" W	70.82	70.82

LINE TABLE FOR TRACT SWMP-2 BOUNDARY DATA

LINE	BEARING	DISTANCE
L1	S 89° 12' 30" W	70.82
L2	S 89° 12' 30" W	70.82

CURVE TABLE FOR TRACT SWMP-3 BOUNDARY DATA

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD CURVE CENTER
C1	S 89° 12' 30" W	70.82	S 89° 12' 30" W	70.82	70.82
C2	S 89° 12' 30" W	70.82	S 89° 12' 30" W	70.82	70.82

LINE TABLE FOR TRACT SWMP-3 BOUNDARY DATA

LINE	BEARING	DISTANCE
L1	S 89° 12' 30" W	70.82
L2	S 89° 12' 30" W	70.82

CURVE TABLE FOR TRACT SWMP-4 BOUNDARY DATA

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD CURVE CENTER
C1	S 89° 12' 30" W	70.82	S 89° 12' 30" W	70.82	70.82
C2	S 89° 12' 30" W	70.82	S 89° 12' 30" W	70.82	70.82

LINE TABLE FOR TRACT SWMP-4 BOUNDARY DATA

LINE	BEARING	DISTANCE
L1	S 89° 12' 30" W	70.82
L2	S 89° 12' 30" W	70.82

CURVE TABLE FOR TRACT SWMP-5 BOUNDARY DATA

LINE	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD CURVE CENTER
C1	S 89° 12' 30" W	70.82	S 89° 12' 30" W	70.82	70.82
C2	S 89° 12' 30" W	70.82	S 89° 12' 30" W	70.82	70.82

LINE TABLE FOR TRACT SWMP-5 BOUNDARY DATA

LINE	BEARING	DISTANCE
L1	S 89° 12' 30" W	70.82
L2	S 89° 12' 30" W	70.82

SEE SHEET THREE (3) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS, PLAT TITLE LETTER COMMENTS and KEY MAP

Prepared by  
**A & J Land Surveyors, Inc.**  
5067 Lucilla Street  
Jacksonville, Florida 32207  
T (904) 346-1333  
F (904) 346-1336

**DEVELOPER BILL OF SALE & ASSIGNMENT  
PARCEL 37 (CLAIBORNE LANE STORMWATER PONDS) 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 28 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:** Earthwork related to stormwater ponds identified as SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, and SWMF-7 in the maps attached hereto as **Exhibit B**.
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 whatsoever.

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

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

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

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

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

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

*[Signature on following page]*

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this 25<sup>TH</sup> 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 DUAL

The foregoing instrument was acknowledged before me by means of (check one)  physical presence or  online notarization this 25<sup>TH</sup> 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.



JARRETT O'LEARY  
Notary Seal  
Notary Public  
State of Florida  
Comm# HH423526  
Expires 7/19/2027

  
Notary Public, State of Florida  
My Commission Expires.

## EXHIBIT A: Description of Improvements and Work Product

**Improvements:**

All of the following identified below:

Earthwork related to stormwater ponds identified as SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, and SWMF-7 in the maps attached hereto.

**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>
<b><i>Improvements</i></b>			
Burnham Construction, Inc. <i>(Earthwork – dewatering and pond excavation)</i>	<b>\$901,473.21</b>	NA	<b>\$901,473.21</b>
<b>TOTALS:</b>	<b>\$901,473.21</b>		<b>\$901,473.21</b>



# CLAIBORNE LANE ~ PARCEL 37 (MINOR COLLECTOR)

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET FOUR (4) OF FIVE (5) SHEETS

CURVE TABLE FOR POINT-OF-COMPLETION TO POINT-OF-BEGINNING

STATION	BEARING	DISTANCE
102+00.00	172°30'	100.00
102+00.00	172°30'	100.00

CURVE TABLE FOR PLAT BOUNDARY DATA

STATION	BEARING	DISTANCE	BEARING	DISTANCE
102+00.00	172°30'	100.00	172°30'	100.00
102+00.00	172°30'	100.00	172°30'	100.00

LINE TABLE FOR POINT-OF-COMPLETION TO POINT-OF-BEGINNING

STATION	BEARING	DISTANCE
102+00.00	172°30'	100.00
102+00.00	172°30'	100.00

LINE TABLE FOR PLAT BOUNDARY DATA

STATION	BEARING	DISTANCE	BEARING	DISTANCE
102+00.00	172°30'	100.00	172°30'	100.00
102+00.00	172°30'	100.00	172°30'	100.00



Imagined corner of the "Francis P. Fatio Grant", Section 44, Township 5 South, Range 26 East, St. Johns County, Florida.

CURVE TABLE FOR CONTIGUOUS DATA

STATION	BEARING	DISTANCE	BEARING	DISTANCE
102+00.00	172°30'	100.00	172°30'	100.00
102+00.00	172°30'	100.00	172°30'	100.00

LINE TABLE FOR CONTIGUOUS DATA

STATION	BEARING	DISTANCE
102+00.00	172°30'	100.00
102+00.00	172°30'	100.00

CURVE TABLE FOR POINT-OF-WAY DATA

STATION	BEARING	DISTANCE	BEARING	DISTANCE
102+00.00	172°30'	100.00	172°30'	100.00
102+00.00	172°30'	100.00	172°30'	100.00

LINE TABLE FOR POINT-OF-WAY DATA

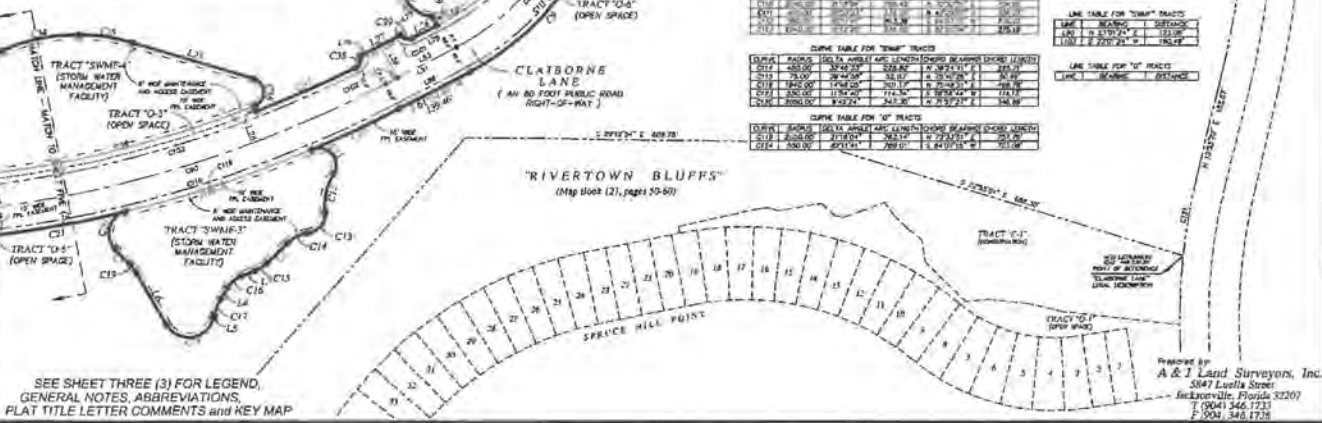
STATION	BEARING	DISTANCE
102+00.00	172°30'	100.00
102+00.00	172°30'	100.00

CURVE TABLE FOR "SWMP" TRACTS

STATION	BEARING	DISTANCE	BEARING	DISTANCE
102+00.00	172°30'	100.00	172°30'	100.00
102+00.00	172°30'	100.00	172°30'	100.00

LINE TABLE FOR "SWMP" TRACTS

STATION	BEARING	DISTANCE
102+00.00	172°30'	100.00
102+00.00	172°30'	100.00



SEE SHEET THREE (3) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS, PLAT TITLE LETTER COMMENTS and KEY MAP

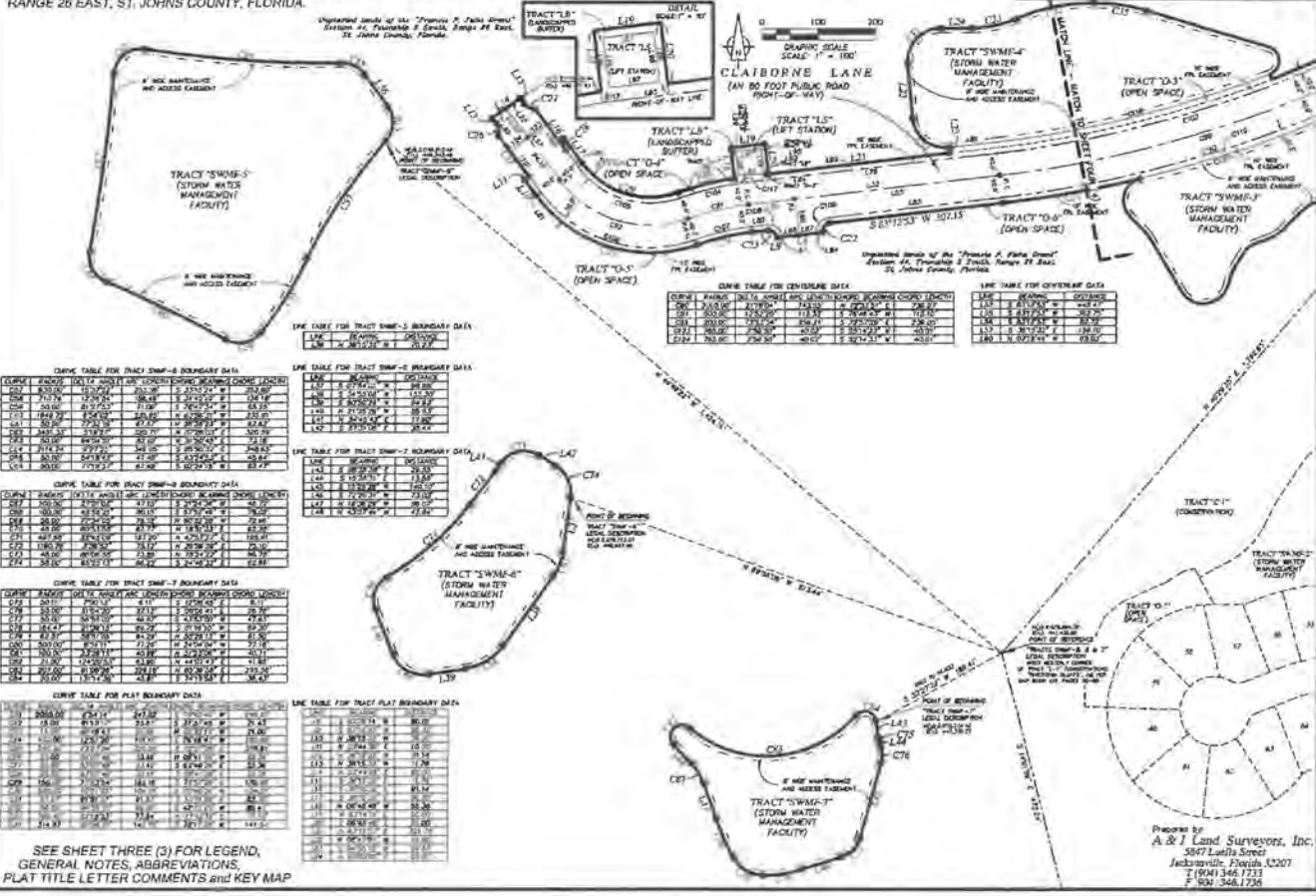
Prepared by  
A & I Land Surveyors, Inc.  
3847 Lucita Street  
Jacksonville, Florida 32207  
T (904) 346-1733  
F (904) 346-1738



# CLAIBORNE LANE ~ PARCEL 37 (MINOR COLLECTOR)

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 6 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET FIVE (5) OF FIVE (5) SHEETS



LINE TABLE FOR TRACT SWAMP-1 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT SWAMP-2 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT SWAMP-3 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT SWAMP-4 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT SWAMP-5 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT SWAMP-6 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT SWAMP-7 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT O-1 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT O-2 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT O-3 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT O-4 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT O-5 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT L-1 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT L-2 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT L-3 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT C-1 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT C-2 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

LINE TABLE FOR TRACT C-3 BOUNDARY DATA

LINE #	BEARING	DISTANCE
L1	S 89° 15' 00" E	10.00
L2	S 89° 15' 00" E	10.00

SEE SHEET THREE (3) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS, PLAT TITLE LETTER COMMENTS and KEY MAP

Prepared by  
**A & J Land Surveyors, Inc.**  
3047 Lullala Street  
Jacksonville, Florida 32207  
P (904) 346-7733  
F (904) 346-1756

This instrument was prepared by:

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

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## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** is made and entered into this 28 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 the property identified as SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, and SWMF-7 in the maps attached hereto as **Exhibit A**; 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 on the property identified as SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, and SWMF-7 in the maps attached hereto as **Exhibit A**.

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

By: [Signature]  
Name: IDA Smith  
Address: 10375 Centurion Pkwy  
Jax, FL 32256

By: [Signature]  
Name: JARRETT O'LEARY  
Address: 10375 CENTURION PKWY N  
JACKSONVILLE FL 32256

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

[Signature]  
By: Cliff Nelson  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF DUAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> 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.



JARRETT O'LEARY  
Notary Public  
State of Florida  
Comm# HH423526  
Expires 7/19/2027

[Signature]  
NOTARY PUBLIC, STATE OF  
FLORIDA

Name: JARRETT O'LEARY  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

[Signatures continue on following page]



WITNESSES

RIVERS EDGE III COMMUNITY  
DEVELOPMENT DISTRICT

By: [Signature]  
Name: JOAN TURANSKY  
Address: 10375 CENTURION PKWY N  
SUITE 410 JACKSONVILLE FL 32256

By: [Signature]  
Name: Orville Richard Smith, III (D.J.)  
Title: Chairman, Board of Supervisors

By: [Signature]  
Name: JARRETT O'LEARY  
Address: 10375 CENTURION PKWY N  
SUITE 410, JACKSONVILLE FL 32256

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25<sup>TH</sup> day of May 2024, by Orville Richard Smith, III, 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.



JARRETT O'LEARY  
Notary Public  
State of Florida  
Comm# HH423526  
Expires 7/15/2027

[Signature]  
NOTARY PUBLIC, STATE OF  
FLORIDA

Name: Jarrett O'Leary  
(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.

## EXHIBIT A: Description of Improvements and Work Product

### Improvements:

All of the following identified below:

Earthwork related to stormwater ponds identified as SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, and SWMF-7 in the maps attached hereto.

### 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>			
Burnham Construction, Inc. <i>(Earthwork – dewatering and pond excavation)</i>	<b>\$901,473.21</b>	NA	<b>\$901,473.21</b>
<b>TOTALS:</b>	<b>\$901,473.21</b>		<b>\$901,473.21</b>

# CLAIBORNE LANE ~ PARCEL 37 (MINOR COLLECTOR)

A PARCEL OF LAND, BEING A PORTION OF THE 'FRANCIS P. FATIO GRANT', SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

SHEET FOUR (4) OF FIVE (5) SHEETS

CURVE DATA FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
100+00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00
100+00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00

LINE DATA FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING

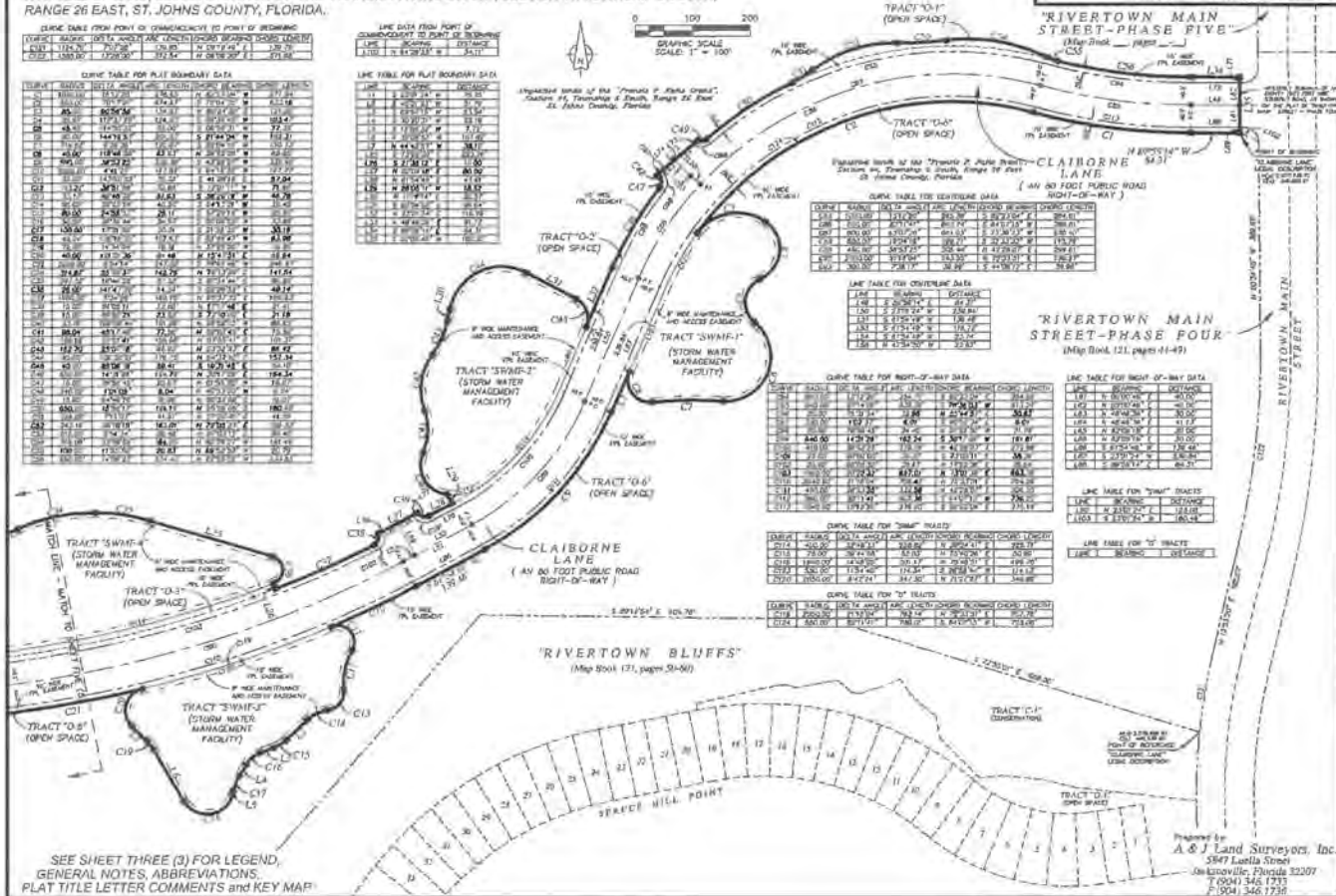
LINE	BEARING	DISTANCE
100+00	S 89° 58' 00" W	100.00
100+00	S 89° 58' 00" W	100.00

CURVE TABLE FOR PLAT BOUNDARY DATA

STATION	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
100+00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00
100+00	S 89° 58' 00" W	100.00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00

LINE TABLE FOR PLAT BOUNDARY DATA

LINE	BEARING	DISTANCE
100+00	S 89° 58' 00" W	100.00
100+00	S 89° 58' 00" W	100.00



CURVE TABLE FOR CENTERLINE DATA

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
100+00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00
100+00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00

LINE TABLE FOR CENTERLINE DATA

LINE	BEARING	DISTANCE
100+00	S 89° 58' 00" W	100.00
100+00	S 89° 58' 00" W	100.00

CURVE TABLE FOR RIGHT-OF-WAY DATA

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
100+00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00
100+00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00

LINE TABLE FOR RIGHT-OF-WAY DATA

LINE	BEARING	DISTANCE
100+00	S 89° 58' 00" W	100.00
100+00	S 89° 58' 00" W	100.00

CURVE TABLE FOR 'ROAD' RIGHTS

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
100+00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00
100+00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00

LINE TABLE FOR 'ROAD' RIGHTS

LINE	BEARING	DISTANCE
100+00	S 89° 58' 00" W	100.00
100+00	S 89° 58' 00" W	100.00

CURVE TABLE FOR 'TRACT' RIGHTS

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
100+00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00
100+00	S 89° 58' 00" W	100.00	180° 00' 00"	100.00

LINE TABLE FOR 'TRACT' RIGHTS

LINE	BEARING	DISTANCE
100+00	S 89° 58' 00" W	100.00
100+00	S 89° 58' 00" W	100.00

SEE SHEET THREE (3) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS, PLAT TITLE LETTER COMMENTS AND KEY MAP

Prepared by  
A & J Land Surveyors, Inc.  
3847 LaBella Street  
Orlando, Florida 32207  
T (407) 346-1733  
F (407) 346-1732



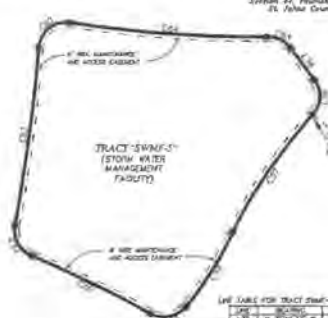
# CLAIBORNE LANE - PARCEL 37 (MINOR COLLECTOR)

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATJO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET FIVE (5) OF FIVE (5) SHEETS

Unplatted lands of the "Francis P. Fatjo Grant", Section 44, Township 5 South, Range 26 East, St. Johns County, Florida.

GRAPHIC SCALE  
SCALE: 1" = 100'



LINE TABLE FOR TRACT SWMP-5 BOUNDARY DATA

LINE	BEARING	DISTANCE
L48	S 87° 17' 30" W	53.17
L49	S 87° 17' 30" W	53.17

CURVE TABLE FOR CENTERLINE DATA

STATION	CHORD	ANGLE	CHORD BEARING	CHORD LENGTH
100+00	123.30	113.30	S 78° 24' 24" W	123.30
101+00	123.30	113.30	S 78° 24' 24" W	123.30
102+00	123.30	113.30	S 78° 24' 24" W	123.30
103+00	123.30	113.30	S 78° 24' 24" W	123.30
104+00	123.30	113.30	S 78° 24' 24" W	123.30

LINE TABLE FOR CENTERLINE DATA

LINE	BEARING	DISTANCE
L50	S 87° 17' 30" W	53.17
L51	S 87° 17' 30" W	53.17
L52	S 87° 17' 30" W	53.17
L53	S 87° 17' 30" W	53.17
L54	S 87° 17' 30" W	53.17

CURVE TABLE FOR TRACT SWMP-3 BOUNDARY DATA

STATION	CHORD	ANGLE	CHORD BEARING	CHORD LENGTH
100+00	123.30	113.30	S 78° 24' 24" W	123.30
101+00	123.30	113.30	S 78° 24' 24" W	123.30
102+00	123.30	113.30	S 78° 24' 24" W	123.30
103+00	123.30	113.30	S 78° 24' 24" W	123.30
104+00	123.30	113.30	S 78° 24' 24" W	123.30

LINE TABLE FOR TRACT SWMP-3 BOUNDARY DATA

LINE	BEARING	DISTANCE
L40	S 87° 17' 30" W	53.17
L41	S 87° 17' 30" W	53.17
L42	S 87° 17' 30" W	53.17
L43	S 87° 17' 30" W	53.17
L44	S 87° 17' 30" W	53.17

LINE TABLE FOR TRACT SWMP-3 BOUNDARY DATA

LINE	BEARING	DISTANCE
L45	S 87° 17' 30" W	53.17
L46	S 87° 17' 30" W	53.17
L47	S 87° 17' 30" W	53.17
L48	S 87° 17' 30" W	53.17
L49	S 87° 17' 30" W	53.17

CURVE TABLE FOR TRACT SWMP-3 BOUNDARY DATA

STATION	CHORD	ANGLE	CHORD BEARING	CHORD LENGTH
100+00	123.30	113.30	S 78° 24' 24" W	123.30
101+00	123.30	113.30	S 78° 24' 24" W	123.30
102+00	123.30	113.30	S 78° 24' 24" W	123.30
103+00	123.30	113.30	S 78° 24' 24" W	123.30
104+00	123.30	113.30	S 78° 24' 24" W	123.30

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L40	S 87° 17' 30" W	53.17
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L43	S 87° 17' 30" W	53.17
L44	S 87° 17' 30" W	53.17

LINE TABLE FOR TRACT SWMP-3 BOUNDARY DATA

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L45	S 87° 17' 30" W	53.17
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L49	S 87° 17' 30" W	53.17

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100+00	123.30	113.30	S 78° 24' 24" W	123.30
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L48	S 87° 17' 30" W	53.17
L49	S 87° 17' 30" W	53.17

SEE SHEET THREE (3) FOR LEGEND.  
GENERAL NOTES, ABBREVIATIONS,  
PLAT TITLE LETTER COMMENTS and KEY MAP.

Prepared by  
**A & J Land Surveyors Inc.**  
3547 Lucille Street  
Jacksonville, Florida 32207  
T (904) 346.1233  
F (904) 366.1735

**DISTRICT ENGINEER'S CERTIFICATE  
ACQUISITION OF PARCEL 37 (CLAIBORNE LANE STORMWATER PONDS)  
DRAINAGE IMPROVEMENTS AND WORK PRODUCT**

May 28, 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 37 (Claiborne Lane Stormwater Ponds) 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 37 (Claiborne Lane Stormwater Ponds) 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 portions of the Improvements being acquired by the District 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 it 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 are greater than or equal to **\$901,473.21**, 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. 46526  
District Engineer

STATE OF FLORIDA  
COUNTY OF DUNAL

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 28<sup>th</sup> 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: Dana Michele Thomas  
Commission No.: HH 212097  
My Commission Expires: 1/17/2026

**EXHIBIT A: Description of Improvements and Work Product**

**Improvements:**

All of the following identified below:

Earthwork related to stormwater ponds identified as SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, and SWMF-7 in the maps attached hereto.

**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**

<b><u>Contractor</u></b>	<b><u>Paid to Date</u></b>	<b><u>Balance to Finish</u></b>	<b><u>Total Reimbursable Amount</u></b>
<b><i>Improvements</i></b>			
Burnham Construction, Inc. <i>(Earthwork – dewatering and pond excavation)</i>	<b>\$901,473.21</b>	NA	<b>\$901,473.21</b>
<b>TOTALS:</b>	<b>\$901,473.21</b>		<b>\$901,473.21</b>



**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 37 (CLAIBORNE LANE STORMWATER PONDS) DRAINAGE IMPROVEMENTS AND WORK PRODUCT**

**THIS RELEASE** is made the 28 day of May 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.

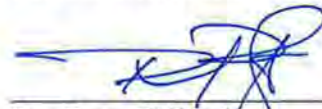
**SECTION 3. CERTIFICATE OF PAYMENT.** Professional hereby acknowledges that Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment related to the Work Product and that 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: Don Thompson

  
By: Ryan Stilwell  
Its: VP

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 28<sup>th</sup> 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: Dana Michele Thomas  
Commission No.: HH 212097  
My Commission Expires: 1/17/2026

**Exhibit A:** Description of Improvements and Work Product

## **EXHIBIT A: Description of Improvements and Work Product**

### **Improvements:**

All of the following identified below:

Earthwork related to stormwater ponds identified as SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, and SWMF-7 in the maps attached hereto.

### **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**

<b><u>Contractor</u></b>	<b><u>Paid to Date</u></b>	<b><u>Balance to Finish</u></b>	<b><u>Total Reimbursable Amount</u></b>
<b><i>Improvements</i></b>			
Burnham Construction, Inc. <i>(Earthwork – dewatering and pond excavation)</i>	<b>\$901,473.21</b>	NA	<b>\$901,473.21</b>
<b>TOTALS:</b>	<b>\$901,473.21</b>		<b>\$901,473.21</b>



**CONTRACTOR ACKNOWLEDGEMENT AND RELEASE  
ACQUISITION OF IMPROVEMENTS**

**THIS RELEASE** is made to be effective as of the 28 day of May 2024, by **Burnham Construction, Inc. ("Contractor")**, a Florida Corporation with a principal address of 11413 Enterprise East Blvd., Macclenny, FL 32063, in favor of the **Rivers Edge III Community Development District ("District")**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

**RECITALS**

**WHEREAS**, pursuant to that certain agreement dated May 2023, 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 37 (Claiborne Lane Stormwater Ponds) ("**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 compensated in at least the amount of **\$901,473.21** for its services and work related to completion of the Improvements. Other than retainage, withheld under the Contract, Contractor hereby confirms there remain no other liens or outstanding amounts due related to the Improvements identified in **Exhibit A**, namely the dewatering and excavation for Claiborne Lane stormwater ponds, 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 partial waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit A only**, except for the retainage amounts withheld pursuant to the Contract, for which the Developer is responsible for paying. This certificate does not waive or release rights related to any other improvements or amounts due under the Contract.

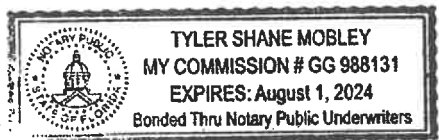
**SECTION 6. EFFECTIVE DATE.** This Release shall take effect upon execution.

**BURNHAM CONSTRUCTION, INC.**

By: David M Burnham  
Its: President

**STATE OF FLORIDA**  
**COUNTY OF** Baker

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 28 day of May, 2024, by David Burnham of **BURNHAM CONSTRUCTION, INC.**, who  is personally known to me or  who has produced \_\_\_\_\_ as identification, and  did or  did not take the oath.



Tyler S Mobley  
Notary Public, State of Florida  
Print Name: Tyler Mobley  
Commission No.: GG 988131  
My Commission Expires: 8/31/24

**EXHIBIT A: Description of Improvements and Work Product**

**Improvements:**

All of the following identified below:

Earthwork related to stormwater ponds identified as SWMF-1, SWMF-2, SWMF-3, SWMF-4, SWMF-5, SWMF-6, and SWMF-7 in the maps attached hereto.

**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**

<b><u>Contractor</u></b>	<b><u>Paid to Date</u></b>	<b><u>Balance to Finish</u></b>	<b><u>Total Reimbursable Amount</u></b>
<b><i>Improvements</i></b>			
Burnham Construction, Inc. <i>(Earthwork – dewatering and pond excavation)</i>	<b>\$901,473.21</b>	NA	<b>\$901,473.21</b>
<b>TOTALS:</b>	<b>\$901,473.21</b>		<b>\$901,473.21</b>

# CLAIBORNE LANE ~ PARCEL 37 (MINOR COLLECTOR)

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

SHEET FOUR (4) OF FIVE (5) SHEETS

**CURVE TABLE FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING**

CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00

**LINE DATA FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING**

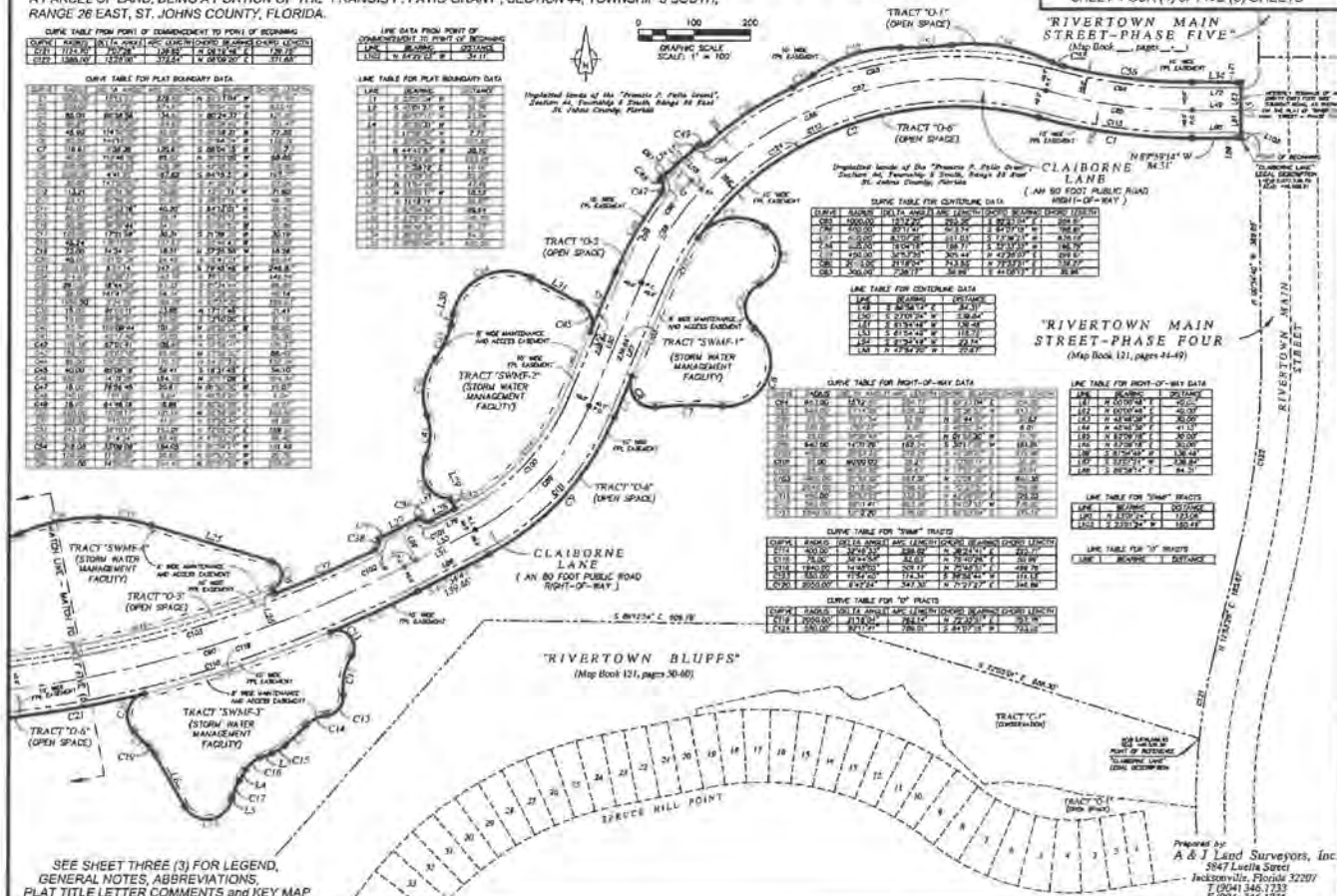
LINE NUMBER	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00

**CURVE TABLE FOR PLAT BOUNDARY DATA**

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00	11	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00	12	S 72° 12' 00" W	100.00

**LINE TABLE FOR PLAT BOUNDARY DATA**

LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00



**CURVE TABLE FOR CENTERLINE DATA**

CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00

**LINE TABLE FOR CENTERLINE DATA**

LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00

**CURVE TABLE FOR RIGHT-OF-WAY DATA**

CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00

**LINE TABLE FOR RIGHT-OF-WAY DATA**

LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00

**CURVE TABLE FOR "SW" TRACTS**

CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00

**LINE TABLE FOR "SW" TRACTS**

LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00

**CURVE TABLE FOR "SW" TRACTS**

CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE
S 72° 12' 00" W	100.00	100.00	S 72° 12' 00" W	100.00	100.00

**LINE TABLE FOR "SW" TRACTS**

LINE	BEARING	DISTANCE
1	S 72° 12' 00" W	100.00
2	S 72° 12' 00" W	100.00

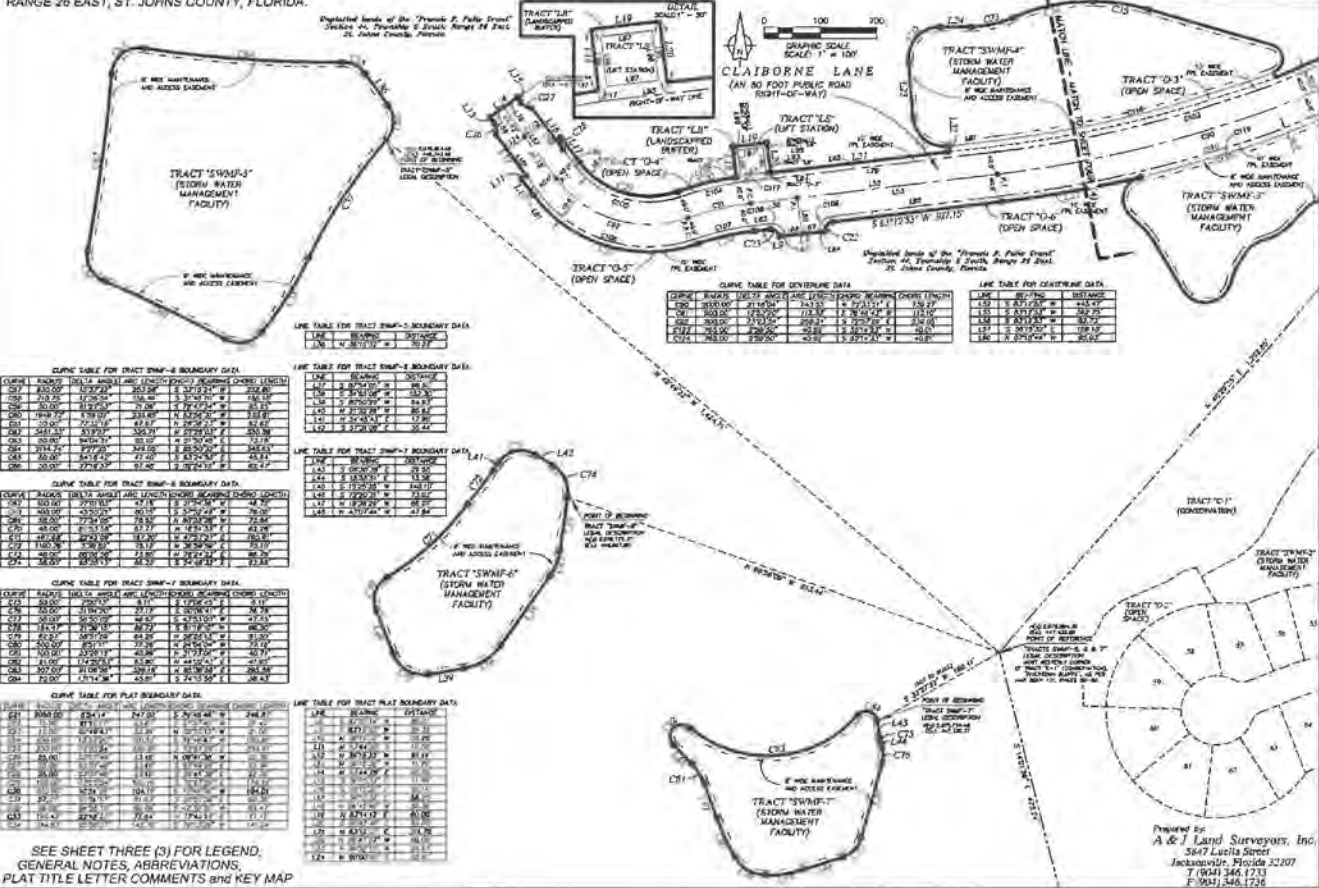
SEE SHEET THREE (3) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS, PLAT TITLE LETTER COMMENTS AND KEY MAP

Prepared by:  
A & J Land Surveyors, Inc.  
5847 Luella Street  
Jacksonville, Florida 32207  
T 904.346.1733  
F 904.346.1735

# CLAIBORNE LANE ~ PARCEL 37 (MINOR COLLECTOR)

A PARCEL OF LAND, BEING A PORTION OF THE "FRANCIS P. FATIO GRANT", SECTION 44, TOWNSHIP 5 SOUTH, RANGE 26 EAST, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET FIVE (5) OF FIVE (5) SHEETS



CLUMP TABLE FOR TRACT SWMP-1 BOUNDARY DATA

CLUMP	BEARS	DEGREES	FEET	BEARS	DEGREES	FEET
C10	100.00	0.00	100.00	100.00	0.00	100.00
C11	100.00	0.00	100.00	100.00	0.00	100.00
C12	100.00	0.00	100.00	100.00	0.00	100.00
C13	100.00	0.00	100.00	100.00	0.00	100.00
C14	100.00	0.00	100.00	100.00	0.00	100.00
C15	100.00	0.00	100.00	100.00	0.00	100.00
C16	100.00	0.00	100.00	100.00	0.00	100.00
C17	100.00	0.00	100.00	100.00	0.00	100.00
C18	100.00	0.00	100.00	100.00	0.00	100.00
C19	100.00	0.00	100.00	100.00	0.00	100.00
C20	100.00	0.00	100.00	100.00	0.00	100.00

LINE TABLE FOR TRACT SWMP-1 BOUNDARY DATA

LINE	BEARS	DEGREES	FEET
L1	100.00	0.00	100.00
L2	100.00	0.00	100.00
L3	100.00	0.00	100.00
L4	100.00	0.00	100.00
L5	100.00	0.00	100.00
L6	100.00	0.00	100.00
L7	100.00	0.00	100.00

CLUMP TABLE FOR TRACT SWMP-2 BOUNDARY DATA

CLUMP	BEARS	DEGREES	FEET	BEARS	DEGREES	FEET
C21	100.00	0.00	100.00	100.00	0.00	100.00
C22	100.00	0.00	100.00	100.00	0.00	100.00
C23	100.00	0.00	100.00	100.00	0.00	100.00
C24	100.00	0.00	100.00	100.00	0.00	100.00
C25	100.00	0.00	100.00	100.00	0.00	100.00
C26	100.00	0.00	100.00	100.00	0.00	100.00
C27	100.00	0.00	100.00	100.00	0.00	100.00
C28	100.00	0.00	100.00	100.00	0.00	100.00
C29	100.00	0.00	100.00	100.00	0.00	100.00
C30	100.00	0.00	100.00	100.00	0.00	100.00

LINE TABLE FOR TRACT SWMP-2 BOUNDARY DATA

LINE	BEARS	DEGREES	FEET
L8	100.00	0.00	100.00
L9	100.00	0.00	100.00
L10	100.00	0.00	100.00
L11	100.00	0.00	100.00
L12	100.00	0.00	100.00
L13	100.00	0.00	100.00
L14	100.00	0.00	100.00
L15	100.00	0.00	100.00
L16	100.00	0.00	100.00

CLUMP TABLE FOR TRACT SWMP-3 BOUNDARY DATA

CLUMP	BEARS	DEGREES	FEET	BEARS	DEGREES	FEET
C31	100.00	0.00	100.00	100.00	0.00	100.00
C32	100.00	0.00	100.00	100.00	0.00	100.00
C33	100.00	0.00	100.00	100.00	0.00	100.00
C34	100.00	0.00	100.00	100.00	0.00	100.00
C35	100.00	0.00	100.00	100.00	0.00	100.00
C36	100.00	0.00	100.00	100.00	0.00	100.00
C37	100.00	0.00	100.00	100.00	0.00	100.00
C38	100.00	0.00	100.00	100.00	0.00	100.00
C39	100.00	0.00	100.00	100.00	0.00	100.00
C40	100.00	0.00	100.00	100.00	0.00	100.00

LINE TABLE FOR TRACT SWMP-3 BOUNDARY DATA

LINE	BEARS	DEGREES	FEET
L17	100.00	0.00	100.00
L18	100.00	0.00	100.00
L19	100.00	0.00	100.00
L20	100.00	0.00	100.00
L21	100.00	0.00	100.00
L22	100.00	0.00	100.00
L23	100.00	0.00	100.00
L24	100.00	0.00	100.00
L25	100.00	0.00	100.00

CLUMP TABLE FOR TRACT SWMP-4 BOUNDARY DATA

CLUMP	BEARS	DEGREES	FEET	BEARS	DEGREES	FEET
C41	100.00	0.00	100.00	100.00	0.00	100.00
C42	100.00	0.00	100.00	100.00	0.00	100.00
C43	100.00	0.00	100.00	100.00	0.00	100.00
C44	100.00	0.00	100.00	100.00	0.00	100.00
C45	100.00	0.00	100.00	100.00	0.00	100.00
C46	100.00	0.00	100.00	100.00	0.00	100.00
C47	100.00	0.00	100.00	100.00	0.00	100.00
C48	100.00	0.00	100.00	100.00	0.00	100.00
C49	100.00	0.00	100.00	100.00	0.00	100.00
C50	100.00	0.00	100.00	100.00	0.00	100.00

LINE TABLE FOR TRACT SWMP-4 BOUNDARY DATA

LINE	BEARS	DEGREES	FEET
L26	100.00	0.00	100.00
L27	100.00	0.00	100.00
L28	100.00	0.00	100.00
L29	100.00	0.00	100.00
L30	100.00	0.00	100.00
L31	100.00	0.00	100.00
L32	100.00	0.00	100.00
L33	100.00	0.00	100.00
L34	100.00	0.00	100.00
L35	100.00	0.00	100.00

SEE SHEET THREE (3) FOR LEGEND, GENERAL NOTES, ABBREVIATIONS, PLAT TITLE LETTER COMMENTS and KEY MAP

Prepared by  
**A & J Land Surveyors, Inc.**  
3847 Lucila Street  
Jacksonville, Florida 32207  
T (904) 346, 1735  
F (904) 346, 1736



**APPLICATION AND CERTIFICATE FOR PAYMENT**



"Building the Road to Excellence"

**TO:**  
Mattamy Homes  
10375 Centurion Parkway N, Suite 410  
Jacksonville, Florida 32256

**PROJECT:** Rivertown Claiborne Rd Private

**APPLICATION NO:** 10

PERIOD FROM : 3/25/2024  
PERIOD TO : 4/25/2024

**FROM (CONTRACTOR):**  
**Burnham Construction, Inc.**  
11413 Enterprise East Blvd  
Macclenny, Florida 32063  
904-259-5360

**ENGINEER:**  
Prosser, Inc.  
13901 Sutton Park Drive South, Suite 200  
Jacksonville, FL 32224  
904-739-3655

**PROJECT:** Rivertown Claiborne Rd Private  
**PROJECT NO:** 23014  
**CONTRACT NO:**

**CONTRACT DATE:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER			
TOTAL			
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
TOTALS		-	-
NET CHANGE BY CHANGE ORDERS			-

APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN CONNECTION WITH THE CONTRACT. CONTINUATION SHEET, PAGE 2, IS ATTACHED

1. ORIGINAL CONTRACT SUM.....	\$ 6,493,110.24
2. NET CHANGE BY CHANGE ORDERS.....	\$ -
3. CONTRACT SUM TO DATE (LINE 1 & 2).....	\$ 6,493,110.24
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 5,264,402.32
5. RETAINAGE:	
a. 10% OF COMPLETED WORK.....	\$526,440.23
b. 10% OF STORED MATERIAL.....	\$ -
TOTAL RETAINAGE (LINE 5a + 5b).....	\$526,440.23
6. TOTAL EARNED LESS RETAINAGE .....	\$ 4,737,962.09
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 4,059,475.16
<b>8. CURRENT PAYMENT DUE.....</b>	<b>\$ 678,486.93</b>
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 1,755,148.15

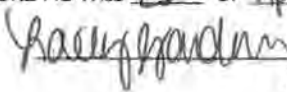
THE UNDERSIGNED CONTRACTOR CERTIFIES THAT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, THAT ALL AMOUNTS HAVE BEEN PAID BY THE CONTRACTOR FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENT WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR: Burnham Construction, Inc.  
Project Manager: Tyler Mobley

BY:  DATE: 4/29/24

STATE OF: FLORIDA COUNTY OF: BAKER  
SUBSCRIBED AND SWORN TO BEFORE ME THIS 29 OF April, 2024.

NOTARY PUBLIC:  
MY COMMISSION EXPIRES:

  
NOTARY PUBLIC  
STATE OF FLORIDA

LACEY GARDNER  
Commission # HH-064128  
Expires November 16, 2024  
Bonded Thru Budget Notary Services

**ENGINEER'S CERTIFICATE FOR PAYMENT**

IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, BASED ON ON-SITE OBSERVATIONS AND THE DATA COMPRISING THE ABOVE APPLICATION, THE ENGINEER CERTIFIES TO THE OWNER THAT TO THE BEST OF THE ENGINEER'S KNOWLEDGE, INFORMATION AND BELIEF THE WORK HAS PROGRESSED AS INDICATED, THE QUALITY OF THE WORK IS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THE CONTRACTOR IS ENTITLED TO PAYMENT OF THE AMOUNT CERTIFIED

**AMOUNT CERTIFIED.....** \$  
(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR.)

ENGINEER: \_\_\_\_\_ DATE: \_\_\_\_\_

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. ISSUANCE, PAYMENT AND ACCEPTANCE OF PAYMENT ARE WITHOUT PREJUDICE TO ANY RIGHTS OF THE OWNER AND CONTRACTOR UNDER THIS CONTRACT.

Mattamy Homes  
 10375 Centurion Parkway N, Suite 410  
 Jacksonville, Florida 32256



**Burnham Construction, Inc.**

11413 Enterprise East  
 Macclenny, Florida 32063  
 904-259-5360

*"Paving the Road to Excellence"*

Application No: 10  
 Application Date: 3/25/2024  
 Period To: 4/25/2024  
 Contract No: 23014  
 Project: Rivertown Claiborne Rd Private

A ITEM NO	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED AND MATERIALS STORED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	General Conditions	\$ 437,324.09	\$ 313,722.08	\$ 43,014.62		\$ 356,736.70	81.57%	\$ 80,587.39	\$35,673.67
2	Erosion Control	\$ 107,342.98	\$ 104,934.66	\$ 588.36		\$ 105,523.02	98.30%	\$ 1,819.96	\$10,552.30
3	Earthwork	\$ 2,171,251.77	\$ 2,088,138.78	\$ 34,204.66		\$ 2,122,343.44	97.75%	\$ 48,908.33	\$212,234.34
4	Sanitary Sewer	\$ 138,422.09	\$ 127,279.43	\$ -		\$ 127,279.43	91.95%	\$ 11,142.66	\$12,727.94
5	Storm Drainage System	\$ 1,011,594.51	\$ 888,530.57	\$ -		\$ 888,530.57	87.83%	\$ 123,063.94	\$88,853.06
6	Potable Water System	\$ 570,069.39	\$ 514,848.63	\$ -		\$ 514,848.63	90.31%	\$ 55,220.76	\$51,484.86
7	Reuse Main	\$ 512,650.99	\$ 308,211.08	\$ -		\$ 308,211.08	60.12%	\$ 204,439.91	\$30,821.11
8	Roadways	\$ 1,183,005.16	\$ 164,862.72	\$ 531,487.03		\$ 696,349.75	58.86%	\$ 486,655.41	\$69,634.98
9	Grassing	\$ 361,449.26	\$ -	\$ 144,579.70		\$ 144,579.70	40.00%	\$ 216,869.56	\$14,457.97
<b>TOTAL</b>		<b>\$ 6,493,110.24</b>	<b>\$ 4,510,527.95</b>	<b>\$ 753,874.37</b>	<b>\$ -</b>	<b>\$ 5,264,402.32</b>	<b>81.08%</b>	<b>\$ 1,228,707.92</b>	<b>\$526,440.23</b>



**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**

**TO OWNER:**

Upon receipt by the undersigned of a check from Mattamy Homes in the sum of \$ 678,486.93 payable to **BURNHAM CONSTRUCTION, INC.**, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of **Rivertown Claiborne Rd Private (Minor Collector Rd)**, located at **Rivertown Main Street, St. Johns FL** to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to **Mattamy Homes** through **4/25/24** only, and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

4/23/2024

**BURNHAM CONSTRUCTION, INC.**

11413 Enterprise East Blvd

Maccleddy, Florida 32063

By: Tyler Mobley

(Name)



Project Manager





**Burnham Construction, Inc.**  
"Building the Road to Excellence"

## Rivertown Claiborne Rd Private (Minor Collector Rd)

Pay App# 10

**23014**

	Unit	Qty.	Unit Price	Total Price	Previously Installed	Installed This Period	Billed this Pay App	Previously Billed	Balance to Complete
<b>General Conditions</b>									
General Conditions	LS	1.00	\$ 182,942.08	\$ 182,942.08	0.8	0.1	\$ 18,294.21	\$ 146,353.66	\$ 18,294.21
Construction Entrance	EA	1.00	\$ 7,177.94	\$ 7,177.94	1		\$ -	\$ 7,177.94	\$ -
Surveying	LS	1.00	\$ 121,961.38	\$ 121,961.38	0.8	0.1	\$ 12,196.14	\$ 97,569.10	\$ 12,196.14
As Builts	LS	1.00	\$ 91,471.04	\$ 91,471.04	0.5	0.1	\$ 9,147.10	\$ 45,735.52	\$ 36,588.42
Construction Materials Testing	LS	1.00	\$ 33,771.65	\$ 33,771.65	0.5	0.1	\$ 3,377.17	\$ 16,885.83	\$ 13,508.66
			<b>Subtotal</b>	<b>\$ 437,324.09</b>			<b>\$ 43,014.62</b>	<b>\$ 313,722.05</b>	<b>\$ 80,587.42</b>
<b>Erosion Control</b>									
Silt Fence Type III	LF	17506.00	\$ 4.47	\$ 78,251.82	17506		\$ -	\$ 78,251.82	\$ -
Tree Protection	LF	1000.00	\$ 7.06	\$ 7,060.00	1000		\$ -	\$ 7,060.00	\$ -
Inlet Protection	EA	20.00	\$ 191.56	\$ 3,831.20	20		\$ -	\$ 3,831.20	\$ -
NPDES Permit Compliance	LS	1.00	\$ 12,316.41	\$ 12,316.41	0.9		\$ -	\$ 11,084.77	\$ 1,231.64
Maintenance of Traffic	LS	1.00	\$ 5,883.55	\$ 5,883.55	0.8	0.1	\$ 588.36	\$ 4,706.84	\$ 588.36
			<b>Subtotal</b>	<b>\$ 107,342.98</b>			<b>\$ 588.36</b>	<b>\$ 104,934.63</b>	<b>\$ 1,820.00</b>
<b>Earthwork</b>									
Clearing	AC	30.00	\$ 7,060.27	\$ 211,808.10	30		\$ -	\$ 211,808.10	\$ -
Dewater for Pond	CY	188,199.00	\$ 0.79	\$ 148,677.21	188199		\$ -	\$ 148,677.21	\$ -
Pond Excavation	CY	188,199.00	\$ 4.00	\$ 752,796.00	188199.1		\$ -	\$ 752,796.40	\$ (0.40)
Strip Topsoil	CY	23,571.00	\$ 3.38	\$ 79,669.98	23571		\$ -	\$ 79,669.98	\$ -
Bury Topsoil Onsite	CY	23,571.00	\$ 3.02	\$ 71,184.42	23571		\$ -	\$ 71,184.42	\$ -
Place & Compact Fill	CY	188,199.00	\$ 3.23	\$ 607,882.77	188199		\$ -	\$ 607,882.77	\$ -
Handle Unsuitables	CY	54,030.00	\$ 4.00	\$ 216,120.00	54030		\$ -	\$ 216,120.00	\$ -
Final Dressout	SY	62,837.00	\$ 1.17	\$ 73,519.29	0.25	25134.75	\$ 29,407.66	\$ 0.29	\$ 44,111.34
Dress Behind Electric Contractor	SY	8,200.00	\$ 1.17	\$ 9,594.00		4100	\$ 4,797.00	\$ -	\$ 4,797.00
			<b>Subtotal</b>	<b>\$ 2,171,251.77</b>			<b>\$ 34,204.66</b>	<b>\$ 2,088,139.17</b>	<b>\$ 48,907.94</b>
<b>Sanitary Sewer</b>									
Dewater Gravity Sewer	LF	1,022.00	\$ 14.17	\$ 14,481.74	1022		\$ -	\$ 14,481.74	\$ -
Sanitary Sewer Manholes	EA	9.00	\$ 7,179.21	\$ 64,612.89	9		\$ -	\$ 64,612.89	\$ -
Manhole Top Out	EA	9.00	\$ 599.37	\$ 5,394.33			\$ -	\$ -	\$ 5,394.33
8" SDR 26 Sewer Main Pipe	LF	1,020.00	\$ 47.24	\$ 48,184.80	1020		\$ -	\$ 48,184.80	\$ -
Punch Out Sewer	LF	1.00	\$ 2,147.73	\$ 2,147.73			\$ -	\$ -	\$ 2,147.73
TV Test Sewer Main	LF	1,020.00	\$ 3.53	\$ 3,600.60			\$ -	\$ -	\$ 3,600.60
			<b>Subtotal</b>	<b>\$ 138,422.09</b>			<b>\$ -</b>	<b>\$ 127,279.43</b>	<b>\$ 11,142.66</b>
<b>Storm Drainage System</b>									
Dewater Storm Drain	LF	4,600.00	\$ 13.27	\$ 61,042.00	4600		\$ -	\$ 61,042.00	\$ -
Type "C" Inlet	EA	1.00	\$ 9,812.24	\$ 9,812.24	1		\$ -	\$ 9,812.24	\$ -
Type "E" Inlet	EA	1.00	\$ 8,045.58	\$ 8,045.58	1		\$ -	\$ 8,045.58	\$ -
Curb Inlets	EA	20.00	\$ 6,245.39	\$ 124,907.80	20		\$ -	\$ 124,907.80	\$ -
Control Structure	EA	7.00	\$ 9,439.35	\$ 66,075.45	7		\$ -	\$ 66,075.45	\$ -
Storm Manhole	EA	18.00	\$ 5,638.67	\$ 101,496.06	18		\$ -	\$ 101,496.06	\$ -
Underdrain Stubs from Inlets	LF	800.00	\$ 45.22	\$ 36,176.00	800		\$ -	\$ 36,176.00	\$ -
Precast Mitered End Section	EA	20.00	\$ 3,389.43	\$ 67,788.60	20		\$ -	\$ 67,788.60	\$ -



15" ADS HP Pipe	LF	20.00	\$ 47.46	\$ 949.20	20	\$ -	\$ 949.20	\$ -
18" ADS HP Pipe	LF	220.00	\$ 52.97	\$ 11,653.40	220	\$ -	\$ 11,653.40	\$ -
24" ADS HP Pipe	LF	980.00	\$ 80.68	\$ 79,066.40	980	\$ -	\$ 79,066.40	\$ -
30" ADS HP Pipe	LF	240.00	\$ 109.01	\$ 26,162.40	240	\$ -	\$ 26,162.40	\$ -
36" ADS HP Pipe	LF	200.00	\$ 124.59	\$ 24,918.00	200	\$ -	\$ 24,918.00	\$ -
15" RCP Pipe	LF	976.00	\$ 62.20	\$ 60,707.20	976	\$ -	\$ 60,707.20	\$ -
18" RCP Pipe	LF	560.00	\$ 75.02	\$ 42,011.20	560	\$ -	\$ 42,011.20	\$ -
24" RCP Pipe	LF	1,040.00	\$ 107.42	\$ 111,716.80	1040	\$ -	\$ 111,716.80	\$ -
30" RCP Pipe	LF	368.00	\$ 152.18	\$ 56,002.24	368	\$ -	\$ 56,002.24	\$ -
Rip Rap	TN	56.00	\$ 663.68	\$ 37,166.08		\$ -	\$ -	\$ 37,166.08
Punch Out Storm Drain	LS	1.00	\$ 65,611.86	\$ 65,611.86		\$ -	\$ -	\$ 65,611.86
TV Storm Drain	LF	4,600.00	\$ 4.41	\$ 20,286.00		\$ -	\$ -	\$ 20,286.00
<b>Subtotal</b>			<b>\$</b>	<b>\$1,011,594.51</b>		<b>\$</b>	<b>\$ 888,530.57</b>	<b>\$ 123,063.94</b>

#### Potable Water System

12" DR18 PVC Water Main	LF	3,580.00	\$ 109.81	\$ 393,119.80	3580	\$ -	\$ 393,119.80	\$ -
8" DR18 PVC Water Main	LF	180.00	\$ 77.65	\$ 13,977.00	180	\$ -	\$ 13,977.00	\$ -
6" DR18 PVC Water Main	LF	60.00	\$ 30.46	\$ 1,827.60	60	\$ -	\$ 1,827.60	\$ -
12" Gate Valve	EA	8.00	\$ 5,177.04	\$ 41,416.32	8	\$ -	\$ 41,416.32	\$ -
8" Gate Valve	EA	5.00	\$ 2,905.75	\$ 14,528.75	5	\$ -	\$ 14,528.75	\$ -
6" Gate Valve	EA	6.00	\$ 2,088.13	\$ 12,528.78	6	\$ -	\$ 12,528.78	\$ -
Flushing Hydrant	EA	4.00	\$ 2,555.25	\$ 10,221.00		\$ -	\$ -	\$ 10,221.00
Fire Hydrant	EA	6.00	\$ 6,241.73	\$ 37,450.38	6	\$ -	\$ 37,450.38	\$ -
Water Service to Lift Station	EA	1.00	\$ 1,895.57	\$ 1,895.57		\$ -	\$ -	\$ 1,895.57
Punch Out/Testing Water Main	LS	1.00	\$ 43,104.19	\$ 43,104.19		\$ -	\$ -	\$ 43,104.19
<b>Subtotal</b>			<b>\$</b>	<b>\$ 570,069.39</b>		<b>\$</b>	<b>\$ 514,848.63</b>	<b>\$ 55,220.76</b>

#### Reuse Main

12" DR18 PVC Reuse Main	LF	3,680.00	\$ 109.80	\$ 404,064.00	3680	\$ -	\$ 404,064.00	\$ -
8" DR18 PVC Reuse Main	LF	140.00	\$ 141.99	\$ 19,878.60	140	\$ -	\$ 19,878.60	\$ -
12" Gate Valve	EA	5.00	\$ 5,177.04	\$ 25,885.20	5	\$ -	\$ 25,885.20	\$ -
8" Gate Valve	EA	8.00	\$ 2,905.75	\$ 23,246.00	8	\$ -	\$ 23,246.00	\$ -
Flushing Hydrant	EA	4.00	\$ 2,524.19	\$ 10,096.76		\$ -	\$ -	\$ 10,096.76
1" Single Water Service	EA	1.00	\$ 900.89	\$ 900.89		\$ -	\$ -	\$ 900.89
Punch Out/Testing for Reuse Main	LS	1.00	\$ 28,579.54	\$ 28,579.54		\$ -	\$ -	\$ 28,579.54
<b>Subtotal</b>			<b>\$</b>	<b>\$ 512,650.99</b>		<b>\$</b>	<b>\$ 473,073.80</b>	<b>\$ 39,577.19</b>

#### Roadways

Subgrade for Sidewalk	SY	2,055.00	\$ 3.09	\$ 6,349.95		\$ -	\$ -	\$ 6,349.95
Subsoil Stabilization	SY	18,390.00	\$ 11.41	\$ 209,829.90	18390	\$ 209,829.90	\$ -	\$ -
8" Limerock (Minor Collector)	SY	12,100.00	\$ 20.80	\$ 251,680.00	9075	\$ 188,760.00	\$ -	\$ 62,920.00
1" Asphalt w/ 4" Base Multi Use Path	SY	4,711.00	\$ 24.09	\$ 113,487.99		\$ -	\$ -	\$ 113,487.99
2.5" Asphalt Minor Collector (1st & 2nd Lift)	SY	12,100.00	\$ 25.80	\$ 312,180.00		\$ -	\$ -	\$ 312,180.00
Striping & Signs	LS	1.00	\$ 34,849.89	\$ 34,849.89		\$ -	\$ -	\$ 34,849.89
18" City Std. Curb & Gutter	LF	7,103.00	\$ 18.71	\$ 132,897.13	7103	\$ 132,897.13	\$ -	\$ -
5' Sidewalk	SF	18,494.00	\$ 5.24	\$ 96,908.56		\$ -	\$ -	\$ 96,908.56
A.D.A. Handicap Ramps	EA	7.00	\$ 294.18	\$ 2,059.26		\$ -	\$ -	\$ 2,059.26
A.D.A. Mats	SF	509.00	\$ 44.72	\$ 22,762.48		\$ -	\$ -	\$ 22,762.48
<b>Subtotal</b>			<b>\$</b>	<b>\$ 1,183,005.16</b>		<b>\$</b>	<b>\$ 531,487.03</b>	<b>\$ 651,518.13</b>

#### Grassing

Site Sod	SY	75617.00	\$ 4.78	\$ 361,449.26	30246.8	\$ 144,579.70	\$ -	\$ 216,869.56
<b>Subtotal</b>			<b>\$</b>	<b>\$ 361,449.26</b>		<b>\$</b>	<b>\$ 144,579.70</b>	<b>\$ 216,869.56</b>

ORIGINAL CONTRACT TOTAL WITHOUT	\$ 6,493,110.24		<b>Billed this Pay App</b>	Previously Billed	Balance to Complete
ORIGINAL CONTRACT TOTAL WITH ALTERNATE	\$ 6,493,110.24		\$ 753,874.36	\$ 4,510,528.28	\$ 1,228,707.59
CHANGE ORDER TOTAL	\$ -	<b>Totaled Billed</b>	\$ 5,264,402.65		
REVISED CONTRACT TOTAL	\$ 6,493,110.24	<b>Retainage this Pay App</b>	<b>\$ 75,387.44</b>	<b>Current Payment Due</b>	<b>\$ 678,486.93</b>
		TOTAL RETAINAGE	\$ 526,440.26	Total Payments	\$ 4,737,962.38

*B.*

## REQUISITION

### RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024

The undersigned, an Authorized Officer of Rivers Edge III Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of April 1, 2021 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated as of May 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 002

(B) Name of Payee: Mattamy Jacksonville, LLC

(C) Amount Payable: \$7,702,335.28

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

Acquisition of improvements for Spine Road 9 pursuant to the Acquisition Agreement dated April 15, 2020.

(E) Fund, Account or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Fund Account

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2024 Project and each represents a Cost of the Series 2024 Project, and has not previously been paid out of such account;

OR

this requisition is for Costs of Issuance payable from the Series 2024 Costs of Issuance Account that has not previously been paid out of such account.

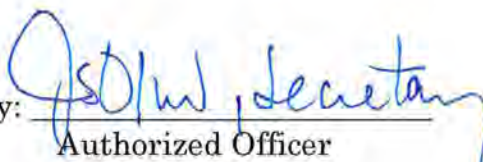


The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.


Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**RIVERS EDGE III COMMUNITY  
DEVELOPMENT DISTRICT**

By:  Secretary  
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2024 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2024 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2024 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

 Digitally signed by  
Ryan P Stilwell  
Date: 2024.05.16  
15:38:03-04'00'

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Consulting Engineer

## REQUISITION

### RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2024

The undersigned, an Authorized Officer of Rivers Edge III Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of April 1, 2021 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Trust Indenture from the District to the Trustee, dated as of May 1, 2024 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 003

(B) Name of Payee: Mattamy Jacksonville, LLC

(C) Amount Payable: \$521,387.31

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or state Costs of Issuance, if applicable):

Acquisition of improvements for Claiborne Road stormwater drainage pursuant to the Acquisition Agreement dated April 15, 2020.

(E) Fund, Account or subaccount from which disbursement is to be made:

Series 2024 Acquisition and Construction Fund Account

The undersigned hereby certifies that:

obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2024 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2024 Project and each represents a Cost of the Series 2024 Project, and has not previously been paid out of such account;

OR

this requisition is for Costs of Issuance payable from the Series 2024 Costs of Issuance Account that has not previously been paid out of such account.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.


Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**RIVERS EDGE III COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Series 2024 Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2024 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2024 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the Second Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

 Digitally signed by  
Ryan P Stilwell  
Date: 2024.05.29  
06:46:30-04'00'

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Consulting Engineer

*D.*



# Rivers Edge III Community Development District

FY2024 Funding Request #40  
10-Jun-24

Vendor				Amount
<b>1 CA Florida Holdings LLC</b>				
5/15 Meeting	Inv #6398819	4/09/24	\$	80.00
RE III Rulemaking	Inv #6398819	4/10/24	\$	176.80
<b>2 Governmental Management Services</b>				
June Invoice	Inv #52	6/1/24	\$	3,296.22
<b>3 Grau and Associates</b>				
ARBIT SE21 FYE 3/31/24	Inv #25835	5/16/24	\$	600.00
<b>4 Kilinski Van Wyk PLLC</b>				
April General Counsel	Inv #9505	5/20/24	\$	2,861.89
<b>5 Kristen Siech DBA Kristen Sparrow Circus</b>				
50% Deposit 7/27 Circus Event	Inv #72724	5/29/24	\$	800.00
<b>6 Prosser</b>				
April Professional Services	Inv #52514	5/29/24	\$	562.91
<b>7 Rivers Edge CDD</b>				
CS Landscape May 2024	Inv #CS-2024-May	5/09/24	\$	13,576.42
CS Amenity May 2024	Inv #CS-2024-May	5/09/24	\$	20,718.83
<b>8 Rivers Edge CDD II</b>				
CS Amenity May 2024	Inv #CS-2024-May	5/09/24	\$	3,896.08
<b>9 Rivers Edge CDD III</b>				
FY24 Capital Reserve Funding			\$	30,000.00
<b>10 US Bank</b>				
Trustee Fees	Inv #7336158	5/24/24	\$	4,040.63
<b>11 Vesta</b>				
April Management	Inv #418277	4/01/24	\$	4,668.10
June Management	Inv #420158	6/10/24	\$	4,668.10
<b>12 Yellowstone Landscape Maintenance</b>				
Ravines Irrigation Repairs	Inv #701236	5/15/24	\$	632.00
May Irrigation Repairs	Inv #703311	5/23/24	\$	1,137.00
<b>Total Amount Due</b>				<b>\$ 91,714.98</b>

Signature: \_\_\_\_\_  
Chairman/Vice Chairman

Signature: \_\_\_\_\_  
Secretary/Asst. Secretary



Florida  
GANNETT

ACCOUNT NAME Rivers Edge III Cdd		ACCOUNT NUMBER 760855	PAGE 1 of 1
INVOICE # 0006398819	BILLING PERIOD Apr 1- Apr 30, 2024	PAYMENT DUE DATE May 20, 2024	
PREPAY (Memo Info) \$0.00	UNAPPLIED (Included in amt due) \$0.00	TOTAL CASH AMT DUE* \$257.04	

**BILLING ACCOUNT NAME AND ADDRESS**

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



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

All funds payable in US dollars.

CALLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or [smb@ccc.gannett.com](mailto:smb@ccc.gannett.com)

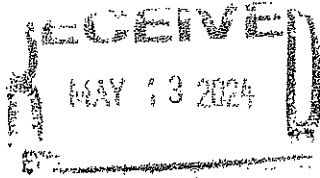
FEDERAL ID 47-2390983

To sign-up for E-mailed invoices and online payments please contact [abgspecial@gannett.com](mailto:abgspecial@gannett.com).

Date	Description	Amount
4/1/24	Balance Forward	-\$33.83
4/15/24	Quarterly Debit	\$33.83

**Package Advertising:**

Start-End Date	Order Number	Product	Description	PO Number	Package Cost
4/9/24	10017781	SAG St Augustine Record	5/15 meeting		\$80.24
4/10/24	10017968	SAG St Augustine Record	Rivers Edge III Rulemaking		\$176.80



As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$257.04
Service Fee 3.99%	\$10.26
*Cash/Check/ACH Discount	-\$10.26
*Payment Amount by Cash/Check/ACH	\$257.04
Payment Amount by Credit Card	\$267.30

**PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

ACCOUNT NAME		ACCOUNT NUMBER			INVOICE NUMBER		AMOUNT PAID
Rivers Edge III Cdd		760855			0006398819		
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE*	
\$257.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$257.04	

REMITTANCE ADDRESS (Include Account# & Invoice# on Check)  Gannett Florida LocaliQ PO Box 631244 Cincinnati, OH 45263-1244	TO PAY WITH CREDIT CARD PLEASE CALL:  1-877-736-7612	TOTAL CREDIT CARD AMT DUE  \$267.30
	To sign up for E-mailed invoices and online payments please contact <a href="mailto:abgspecial@gannett.com">abgspecial@gannett.com</a>	

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# LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

## AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

04/09/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/09/2024

Keegan Teran  
Legal Clerk

Mariah Verhagen  
Notary, State of WI, County of Brown

8-25-26

My commission expires

Publication Cost: \$80.24

Order No: 10017781

# of Copies:

Customer No: 760855

1

PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

MARIAH VERHAGEN  
Notary Public  
State of Wisconsin

NOTICE OF RULE DEVELOPMENT BY THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT  
In accordance with Chapters 120 and 190, Florida Statutes, and in connection with its anticipated ownership and operation of certain improvements, including recreational amenity facilities and improvements (hereinafter collectively referred to as the "Amenities"), the Rivers Edge III Community Development District (the "District") hereby gives the public notice of its intent to establish rates, fees, and charges imposed on residents and non-residents utilizing the District's Amenities (collectively, the "Amenity Rates"), and adopt a new rule establishing consequences for those who violate the District's Amenities Rules (the "Disciplinary Rule").  
The purpose and effect of the Amenity Rates and Disciplinary Rule is to provide for efficient and effective District operations of the District's Amenities and other properties by setting policies and fees relevant to implementation of the provisions of Section 190.035, Florida Statutes. General legal authority for the District to adopt the proposed Amenity Rates include Chapters 120 and 190, Florida Statutes (2023), as amended, and specific legal authority includes Sections 190.035(2), 190.011(5), 190.012(3), 190.035, 190.041, 120.54, 120.69 and 120.81, Florida Statutes (2023), as amended. A public hearing on the adoption of the proposed Amenity Rates and Disciplinary Rule will be conducted by the District on May 15, 2024 at 9:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. A copy of the proposed Amenity Rates and Disciplinary Rule may be obtained by contacting the District Manager's Office, c/o Governmental Management Services, LLC - North Florida, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850.  
District Manager  
Rivers Edge III Community Development District  
#10017781; 4/9/2024

# LOCALIQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

## AFFIDAVIT OF PUBLICATION

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

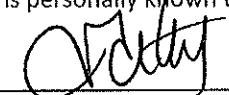
STATE OF WISCONSIN, COUNTY OF BROWN

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

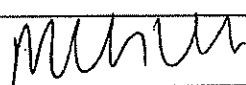
04/10/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/10/2024



Legal Clerk



Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost: \$176.80  
Order No: 10017968 # of Copies:  
Customer No: 760855 1  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

MARIAH VERHAGEN  
Notary Public  
State of Wisconsin

### NOTICE OF RULEMAKING REGARDING THE AMENITY RATES AND DISCIPLINARY RULE OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Rivers Edge III Community Development District (the "District") on May 15, 2024 at 9:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. Prior notice of rule development was published in a newspaper of general circulation on April 9, 2024.

In accordance with Chapters 120 and 190, Florida Statutes, and in connection with its anticipated ownership and operation of certain District facilities and improvements (hereinafter collectively referred to as the "Amenities"), the District hereby gives the public notice of its intent to establish rates, fees, and charges imposed on residents and non-residents utilizing the District's Amenities (collectively, the "Amenity Rates"), and adopt a new rule establishing consequences for those who violate the District's Amenity Policies (the "Disciplinary Rule").

The purpose and effect of the Amenity Rates and Disciplinary Rule is to provide for efficient and effective District operations of the District's Amenities and other properties by setting policies and fees relevant to implementation of the provisions of Section 190.035, Florida Statutes. General legal authority for the District to adopt the proposed Amenity Rates include Chapters 120 and 190, Florida Statutes (2023), as amended, and specific legal authority includes Sections 190.035(2), 190.011(5), 190.012(3), 190.035, 190.041, 120.54, 120.69 and 120.81, Florida Statutes (2023), as amended. The proposed Amenity Rates include:

- Fee Proposed
- Annual Non-Resident User Fee \$4,000
- Access Card Replacement \$25
- Additional 12 Guest Passes \$50
- Administrative Reimbursement Up to \$500

The proposed Disciplinary Rule and rates, fees and charges associated therewith may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. The proposed Disciplinary Rule addresses use of access cards, provides for the suspension and termination of amenity access, provides for an administrative reimbursement of up to Five Hundred Dollars (\$500.00), provides for property damage reimbursement, provides authority for certain District staff to remove persons from the Amenities, provides for hearings and appeal, and provides for other legal remedies. Specific legal authority for the Disciplinary Rule includes Sections 190.035 (2), 190.011 (5) and 120.54, Florida Statutes.

A copy of the proposed Amenity Rates and Disciplinary Rule may be obtained by contacting the District Manager's Office, c/o Governmental Management Services, LLC - North Florida, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1)(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

District Manager  
Rivers Edge III Community Development District  
#10017968; 4/10/2024

**Governmental Management Services, LLC**

1001 Bradford Way  
Kingston, TN 37763

**Invoice**

Invoice #: 52

Invoice Date: 6/1/24

Due Date: 6/1/24

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 -June 2024		2,473.33	2,473.33
Website Administration -June 2024		159.00	159.00
Information Technology - June 2024		106.00	106.00
Dissemination Agent Services - June 2024		434.17	434.17
Postage		43.81	43.81
Copies		68.40	68.40
Telephone		11.51	11.51

**RECEIVED**  
JUN 07 2024  
BY: \_\_\_\_\_

**Total** \$3,296.22

**Payments/Credits** \$0.00

**Balance Due** \$3,296.22

# Grau and Associates

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

Phone: 561-994-9299

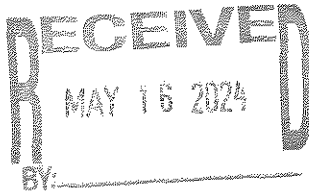
Fax: 561-994-5823

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

Invoice No. 25835  
Date 05/16/2024

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SERVICE	AMOUNT
Project: Arbitrage - Series 2021 FYE 3/31/24 Arbitrage Services	
	\$ <u>600.00</u>
<b>Subtotal:</b>	<u>600.00</u>
Total	600.00
Current Amount Due	\$ <u>600.00</u>



0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
600.00	3,600.00	0.00	0.00	0.00	4,200.00

Payment due upon receipt.



# INVOICE

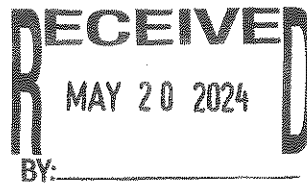
KILINSKI | VAN WYK

Invoice # 9505  
Date: 05/20/2024  
Due On: 06/19/2024

## 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



### River's Edge III - 01 General Counsel

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	MGH	04/02/2024	Review and analyze draft agenda for upcoming Board meeting and note revisions or additions as needed	0.20	\$280.00	\$56.00
Service	MGH	04/08/2024	Review and analyze Board meeting minutes and note revisions as needed	0.20	\$280.00	\$56.00
Service	MGH	04/09/2024	Prepare Additional Services Order with Yellowstone for annual mulching services	0.40	\$280.00	\$112.00
Service	MGH	04/09/2024	Begin preparing Addendum to Yellowstone contract to incorporate additional landscape services for Ravines & Bluffs	0.10	\$280.00	\$28.00
Service	MGH	04/10/2024	Prepare Addendum to Solitude Aquatic Management Agreement to add Ravines & Bluffs to scope of work	0.60	\$280.00	\$168.00
Service	LG	04/10/2024	Finalize and send new supervisor materials to O'Leary.	0.20	\$325.00	\$65.00
Service	LG	04/10/2024	Advise regarding Technogym financing agreement.	0.20	\$325.00	\$65.00
Service	LG	04/10/2024	Finalize landscape ASO for mulch, landscape addendum for Ravines & Bluffs property; pond addendum for Ravines & Bluffs property.	0.40	\$325.00	\$130.00
Service	LG	04/11/2024	Finalize Technogym lease and send to financing company.	0.20	\$325.00	\$65.00
Service	LG	04/15/2024	Prepare for Board meeting.	0.30	\$325.00	\$97.50
Service	MGH	04/16/2024	Review and analyze agenda package and	1.70	\$280.00	\$476.00

materials for Board review in preparation for Board meeting						
Expense	LG	04/17/2024	Mileage: Mileage LG	108.50	\$0.67	\$72.70
Expense	LG	04/17/2024	Hotel: Hotel LG	1.00	\$26.72	\$26.72
Expense	LG	04/17/2024	Gas: Gas LG	1.00	\$28.97	\$28.97
Service	LG	04/17/2024	Travel to and attend Board meeting.	2.40	\$325.00	\$780.00
Service	LG	04/23/2024	Review and provide comments to FY 23 Audit; confer with lessor regarding fitness equipment terms; confer with Egis regarding same.	1.60	\$325.00	\$520.00
Service	MM	04/24/2024	Review of plat for Rivertown Vista.	0.20	\$295.00	\$59.00
Service	MGH	04/30/2024	Review and analyze draft agenda for upcoming Board meeting and note revisions or additions as needed	0.20	\$280.00	\$56.00
<b>Non-billable entries</b>						
Service	MGH	04/17/2024	Prepare for and attend Board meeting	4.30	\$280.00	\$364.00
Expense	MGH	04/17/2024	Mileage: Mileage MGH	33.50	\$0.67	\$22.45
Service	LG	04/23/2024	Review and provide comments to FY 23 Audit; confer with lessor regarding fitness equipment terms; confer with Egis regarding same.	4.20	\$325.00	\$390.00
					<b>Total</b>	<b>\$2,861.89</b>

## Detailed Statement of Account

### Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9200	05/17/2024	\$4,023.86	\$0.00	\$4,023.86

### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
9505	06/19/2024	\$2,861.89	\$0.00	\$2,861.89
<b>Outstanding Balance</b>				<b>\$6,885.75</b>

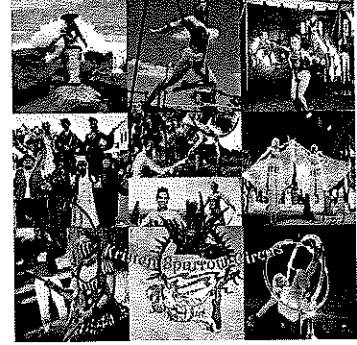


**Total Amount Outstanding      \$6,885.75**

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

Please pay within 30 days.

**KRISTEN SIECH (KRISTEN SPARROW CIRCUS)**



**Invoice 1  
AERIAL  
ENTERTAINM  
ENT**

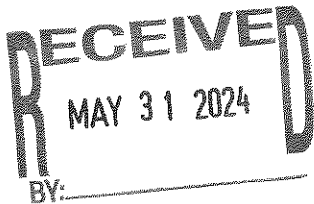
(904)945-2243  
[KristenSparrowCircus@gmail.com](mailto:KristenSparrowCircus@gmail.com)

<https://www.kristensparrowcircus.com/>

12735 Dunns View Drive  
Jacksonville Florida  
32218

Approved RECDD III  
Submitted to AP on 5.31.24  
by Kimberly Fatuch

*Kim Fatuch*



Attention: Kimberly Fatuch RiverTown  
Email: [kfatuch@vestapropertyservices.com](mailto:kfatuch@vestapropertyservices.com)  
Client Phone: (904) 679-5523 Cell: +1 (720) 285-6311

Event date: July 27, 2024  
Location: 160 RiverGlade Run  
Saint Johns FL, 32259

Billing: Rivers Edge CDD 3  
475 West Town Pl Ste 114  
St. Augustine, FL 32092

Today's Date: May 29, 2024  
Project Title: Grand Opening of the third amenity center.  
Quote number : 202403571  
Terms: 7 days

Description	Quantity	Unit price	Cost
Performance details. 2:30-3:30pm 2- Aerialist rotating performance each about 25 min each performer. On an aerial apparatus like the lyra	1	\$1,600.00	\$1,600.00
<b>Requirements</b> We will need designated "roped off space depending on the size or Rig choice" to perform in, with access to drinking water, Bathrooms, parking spaces near by for 2 cars.			
		Subtotal	\$1,600.00
If payment via Paypal or Square*	Processing fee	3.3 %	\$52.80
		Total	\$1,652.80

Thank you for your interest in working with my company for your event ! There is a non refundable 50% minimum deposit required by **June 05, 2024** to lock this Quote in. The remaining balance is to be paid by **July 27, 2024** before performing start time or sooner. If you pay by Square, there are additional fees associated about 3.3% Please note once performers arrive onsite they are considered performing and the obligations are considered fulfilled. If unforeseen weather occurs, we will do our best to accommodate with either adjusting times if or providing alternative entertainment. Cheers! Kristen Siech Owner of Kristen Sparrow Circus Sign. X Date todays date X



May 29, 2024  
 Project No: P0113094.80  
 Invoice No: 52514

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 April CDD meeting.

**Professional Services from April 01, 2024 to April 30, 2024**

**Professional Personnel**

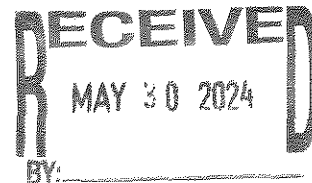
	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Clerical/Admin Asst/Technician	.50	95.00	47.50	
Vice President	2.00	250.00	500.00	
Totals	2.50		547.50	
<b>Total Labor</b>				<b>547.50</b>

**Reimbursable Expenses**

Travel - Reimbursable - Mileage			8.90	
Travel - Reimbursable- Mileage Client OV			4.50	
<b>Total Reimbursables</b>		<b>1.15 times</b>	<b>13.40</b>	<b>15.41</b>
		<b>Total this Invoice</b>		<b>\$562.91</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
52303	4/22/2024	898.12
<b>Total</b>		<b>898.12</b>



**Rivers Edge CDD**

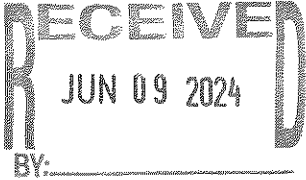
475 West Town Place, Suite 114  
St. Augustine FL 32092  
Phone (904) 940-5850 Fax (904) 940-5899

**INVOICE**

**DATE:** 5/9/24  
**INVOICE #** CS-2024-MAY

**Bill To:**

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

DESCRIPTION	AMOUNT
Cost Share-Landscaping for May 2024	1.320.57200.49100 \$ 13,576.42
Cost Share- RiverTown Amenity for May 2024	1.320.57200.49200 \$ 20,718.83
	
<b>TOTAL</b>	<b>\$ 34,295.25</b>

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!**

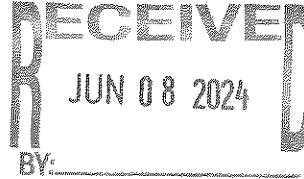


# Rivers Edge III CDD

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

**DATE:** 6/8/24  
**INVOICE #** 20240608

**Bill To:**  
**Mattamy Homes Jacksonville**  
7800 Belfort Parkway, Ste 195  
Jacksonville, FL 32256



DESCRIPTION	AMOUNT
FY 2024 Cpital Reserve Funding	\$ 30,000.00
<b>TOTAL</b>	<b>\$ 30,000.00</b>

**THANK YOU FOR YOUR BUSINESS!**



Corporate Trust Services  
EP-MN-WN3L  
60 Livingston Ave.  
St. Paul, MN 55107

Invoice Number: 7336158  
Invoice Date: 05/24/2024  
Direct Inquiries To: Schuhle, Scott A  
Phone: (954)-938-2476

Rivers Edge III Community Development District  
ATTN James Perry & District Manager  
475 West Town Place Suite 114  
St Augustine, FL 32092  
United States

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2021

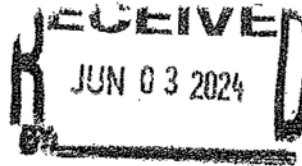
The following is a statement of transactions pertaining to your account. For further information, please review the attached.

STATEMENT SUMMARY

PLEASE REMIT BOTTOM COUPON PORTION OF THIS PAGE WITH CHECK PAYMENT OF INVOICE.

TOTAL AMOUNT DUE \$4,040.63

All invoices are due upon receipt.



Please detach at perforation and return bottom portion of the statement with your check, payable to U.S. Bank.

RIVERS EDGE III COMMUNITY DEVELOPMENT  
DISTRICT  
CAPITAL IMPROVEMENT REVENUE BONDS, SERIES  
2021

Invoice Number: 7336158  
Current Due: \$4,040.63  
Direct Inquiries To: Schuhle, Scott A  
Phone: (954)-938-2476

Please mail payments to:  
U.S. Bank  
CM-9690  
PO BOX 70870  
St. Paul, MN 55170-9690





Corporate Trust Services  
 EP-MN-WN3L  
 60 Livingston Ave.  
 St. Paul, MN 55107

RIVERS EDGE III COMMUNITY DEVELOPMENT  
 DISTRICT  
 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES  
 2021

Invoice Number: 7336158  
 Invoice Date: 05/24/2024  
 Direct Inquiries To: Schuhle, Scott A  
 Phone: (954)-938-2476

**CURRENT CHARGES SUMMARIZED FOR ENTIRE RELATIONSHIP**

Detail of Current Charges	Volume	Rate	Portion of Year	Total Fees
04200 Trustee	1.00	3,750.00	100.00%	\$3,750.00
<b>Subtotal Administration Fees - In Advance 05/01/2024 - 04/30/2025</b>				<b>\$3,750.00</b>
Incidental Expenses 05/01/2024 to 04/30/2025	3,750.00	0.0775		\$290.63
<b>Subtotal Incidental Expenses</b>				<b>\$290.63</b>
<b>TOTAL AMOUNT DUE</b>				<b>\$4,040.63</b>







# 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**  
MAY 13 2024  
BY: \_\_\_\_\_



# Invoice

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

**Invoice #** 420158  
**Date** 06/10/2024  
**Terms** Net 30  
**Due Date** 07/10/2024  
**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  
JUN 10 2024  
BY: \_\_\_\_\_



**INVOICE**

INVOICE #	INVOICE DATE
701236	5/15/2024
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:** June 14, 2024

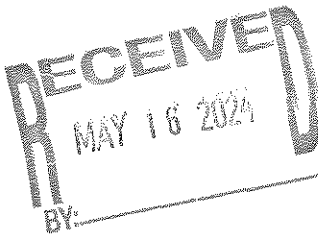
**Invoice Amount:** \$632.00

Description	Current Amount
Mainline repair*****Ravines***** Irrigation Repairs	\$632.00

**Invoice Total \$632.00**

*Excellence*

**IN COMMERCIAL LANDSCAPING**



Approved RECDD III  
Submitted to AP on 5.16.2024  
by Jason Davidson

*Jason Davidson*

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





**YELLOWSTONE**  
LANDSCAPE

### INVOICE

INVOICE #	INVOICE DATE
703311	5/23/2024
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:** June 22, 2024

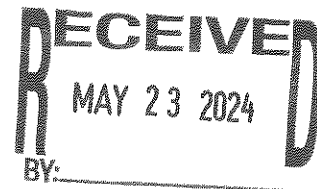
**Invoice Amount:** \$1,137.00

Description	Current Amount
May irrigation repairs *****Locate and replace valve*****	
Irrigation Repairs	\$1,137.00

**Invoice Total \$1,137.00**

*Excellence*

IN COMMERCIAL LANDSCAPING



Approved RECDD III  
Submitted to AP on 5.23.2024  
by Jason Davidson

*Jason Davidson*

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

