

Rivers Edge III
Community Development District

October 15, 2025

AGENDA

**Rivers Edge III
Community Development District**

475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.RiversEdge2CDD.com

October 8, 2025

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, October 15, 2025 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 – Update on the Fiscal Year 2025 Goals & Objectives
 - E. General Manager – Monthly Operations and Pond Reports
- IV. Approval of Consent Agenda
 - A. Minutes of the September 17, 2025 Board of Supervisors Meeting and the Special Joint Meeting
 - B. Financial Statements as of August 31, 2025
 - C. Check Register
- V. Consideration of Amendment to Tri-Party Interlocal and Cost Share Agreement
- VI. Consideration of Acquisition of Rivertown Forest (Parcel 39), Phases 1 & 2

- VII. Consideration of Cost Share Requests
 - A. Painting of the RiverHouse Facility
 - B. Holiday Lighting & Decorations
 - C. Landscape Maintenance of Parcel 39, Phase 1 & 2
- VIII. Supervisor Requests
- IX. Audience Comments
- X. Next Scheduled Meetings – November 19, 2025 at 9:00 a.m. at the RiverHouse
- XI. Adjournment

PUBLIC CONDUCT: Members of the public are provided the opportunity for public comment during the meeting. Each member of the public is limited to three (3) minutes, at the discretion of the Presiding Officer, which may be shortened depending on the number of speakers. Speakers shall refrain from disorderly conduct, including launching personal attacks; the Presiding Officer shall have the discretion to remove any speaker that disregards the District's public decorum policies. Public comments are not a Q&A session; Board Supervisors are not expected to respond to questions during the public comment period.

THIRD ORDER OF BUSINESS

A.



Rivers Edge CDD – I, II, and III

Landscape Update for September 2025

- **General Maintenance**

- We have detailed and cleaned up the RiverHouse and RiverClub. Next week the team will trim all the shrubs to the proper level.
- Team is spraying for weeds throughout the community and trimming shrubs.
- Teams are working on full maintenance every week.
- We will ensure that all tree suckers are removed from the base of the trees.
- Team has been spraying all mulch beds for clean appearance.
- We are removing as much Moss from trees as we get to each section.
- Teams have removed numerous trees and limbs that have fallen at no charge. Larger trees will be proposed for removal by the arbor team.
- Mattamy, Vesta, and Yellowstone are doing monthly drives throughout the community to check on the status of concerned areas and the overall appearance of the community.
- Fall flowers were installed on September 26 along with fresh and rich soil. We raised the beds for a better show.
 - 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 shown after each mowing occurrence moving forward.

- **Irrigation**

- Techs have been running through the system and making repairs as we go.
- All clocks are set to run 3 times a week due to the amount of rain we have had
- Lead tech is working with an IQ system to help the system run more efficiently.
- We are setting five-day rain delays when we have rain
- Other options are being looked at to make the system more efficient and save on the annual water cost.
 - Items being looked at:
 - Eliminating bubblers on established trees that do not need them anymore
 - Making sure all rain sensors are operational
 - Adding rain sensors to battery operated valves
 - Each area will be different depending on layout and justification of cost.
 - Some will be looked at to be added to a clock with wiring.

- **Fert/Chem**

- Our techs will be treating turf weeds throughout the community.
- Teams are spreading granular fertilizer to green up turf and push healthy growth

- **Arbor**

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

D.

Rivers Edge III Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field Manager and/or District Manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Manager visits were successfully completed per management agreement as evidenced by Field Manager and/or District Manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Rivers Edge III Community Development District

District Manager: _____

Date: _____

Print Name: _____

Rivers Edge III Community Development District

E.

RIVERTOWN

RECDD's Monthly Operations Report

Date of report: 10/15/2025

Submitted by: Kevin McKendree

RECDD I

Filter Equipment for RiverHouse Pools:

The sand filters for both pools need repair. The sand needs to be changed out. When performing a change out there will need to be internal parts changed as they will be broken due to their age. Unfortunately, the manufacturer of these filters went out of business years ago and the parts are not available. This will make the filters have to be replaced. The slab cracking issues are band aided as well, and the slabs need to be removed and built properly up to current codes. This was approved as a change order to the current remodel project which began on 9/22.

RiverHouse Pool:

Crown Pools has ordered the pavers, and the project has been ordered to start right after Labor Day per the board's direction. Pavers arrived on April 28th and are stored on site. Construction began 9/21. As of now the pool deck has been completely removed and new pavers are installed on the upper deck. Palm trees have been removed; water has been drained and chip out of the old marcite has begun.

Pothole on Footbridge alleyway:

There is a large pothole that formed on one of alleyways off Footbridge in the Gardens neighborhood. We got with the District Engineer to investigate the root cause of the pothole, and it was determined to have not been caused by an underlying water or drainage issue. We cold-patched the area for now until we can get it properly repaired. Duval Asphalt addressed this pothole properly for the time being until other work is decided on. This was approved to be completed by Burnham Construction in April's meeting, and we will coordinate through the District Engineer to get it completed. This was approved as a cost share item in September's meeting so we can now proceed forward.

Fencing around Rivertown BLVD:

The perimeter fence that surrounds Rivertown BLVD and connects onto Kendall Crossing is rotting. We have replaced boards that fall off, and it needs painting at least. Our suggestion would be to replace this with Vinyl fencing rather than invest in painting it. We will gather quotes for this.

Water Fountain:

We are exploring the addition of a water fountain in the gym that is permanent and filtered like the ones in our newer facilities. In time this would save money due to no longer needing to provide cups or

water jugs. Work will commence on this right after Labor Day coinciding with the pool remodel. This project is now complete.

Riverhouse Rental Side Broken Window:

An exterior pane of a window was shattered on the rental side of the RiverHouse over the weekend of 6/21. These windows are made by Pella and cannot be worked on by other glass companies, so we are working through Pella directly to fix. Yellowstone will be paying the bill for this repair. Product has been ordered.

Arbors Play Park Turf:

The arbors play park holds water badly due to the amount of clay in the soil. This makes growing turf a challenge as the ground never dries out, even though we shut off the irrigation back in April. We plan on remediating the area soon. This remediation includes aerating and soil amendments along with adding some sod in areas that are beyond repair. This is now complete, and we are monitoring for improvements.

Fountain behind model homes:

The fountain behind the model homes is inoperable but still under warranty. We are working with our pond provider to get this fixed through the manufacturer.

Painting of RiverHouse:

The RiverHouse needs painting both interior and exterior. We are gathering quotes to present to the board in October. This is a planned capital reserve project.

Sternwheel Park:

We have been working on cleaning up Sternwheel playpark. This includes replacing rotted wood on the mailbox pavilion and repainting it entirely and new park benches as the old ones were rusted through.

RECDD II

CDD 2 Golf Cart Path Signage Update:

The signage that was approved in last month's meeting has been ordered. These are custom made to order so our target install date is September 30th.

Keystone Corners turf:

The turf along Keystone Corners has numerous areas that died during the drought this year. During the drought the water pressure in the reclaim system was weakest in this area, leading to its demise. We will be replacing sod in numerous areas along this stretch.

RECDD 3

Fountain in front of RiverLodge:

The fountain in front of the RiverLodge became non-operational. We are working through warranty to get this fixed.

RiverLodge Gym AC and Pool Equipment:

The air conditioning inside of the Riverlodge gym has been having trouble staying at the setpoint temperature. It was found this week that transformers inside of the unit are fried. This unit has an abundance of low voltage components that are being affected every time we have a power issue which we seem to have a lot of. Surge protection was approved for these AC units and at the pool equipment panels as well. We have ordered these, and they will be installed immediately upon arrival.

(Continued)

RIVERTOWN

RECDD's Lifestyle Report

Date of report 10/15/2025

Submitted by: **Kim Fatuch**

September Events

- 9.1.25 – Labor Day Festivities
 - Pool Party fun at all three amenities. Weather really put a damper on festivities this year.
 - Residents can enjoy a fun day off no matter which amenity they choose
- 9.5.25 – Jeremy Weinglass
 - By popular demand, live music in the café
- 9.6.25 – OneBlood Donation Bus
 - Residents can do their part and give back by donating their blood right in the medical truck here in Rivertown
- 9.12.25 – Two Rock
 - By popular demand, live music in the café
- 9.13.25 – Renaissance Festival
 - Rivertown's First Sponsored event!!
 - All residents are invited to go back in time and enjoy an evening of magicians, fortune tellers, contortionists, gypsies, Turkey Legs and more!!



- 9.19.25 – Bin-Glo
 - Adults only event. Residents are invited to participate in fun bingo of sorts where they will have to participate in funny games of trickery and laughter to win silly prizes.
 - We will have Glow sticks, Glow foam zone, food trucks and bar and of course an amazing DJ and MC to keep the party rocking all evening.



- 9.26.25 – Violette Lani
 - By popular demand, live music in the café

October Events

- 10.3.25 – Jeremy Price
 - Live music in the cafe
- 10.9.25 – Music Bingo
 - Well attended, resident requested monthly recurring event
- 10.10.25 – Emily Mikus
 - Live music in the café
- 10.11.25 – Fall Festival Vendor Market
 - Vendor market open to local artisan vendors with currently 32 signed up businesses
 - Residents can enjoy an evening complete with a kid's zone, DJ, vendor booths, pumpkin patch and food trucks
- 10.17.25 – Haunted Casino Night
 - Adult residents are invited to a fun night to test fortune at the tables, enjoy eerie cocktails, and compete for chillingly fun prizes. Costumes encouraged
- 10.23.25 – Trivia
 - Well attended, monthly recurring event

(Continued)

RIVERTOWN

RECDD's Amenity Manager Report

Date of report 10/15/2025

Submitted by: Ken Council

Operations have been running smoothly at all 3 RiverTown Amenity Centers. The RiverHouse Lap & Family Pool Renovations began on September 22nd. The RiverHouse pool reconstruction project is well underway. All the old pavers have been removed from the entire pool area, and new pavers are ready to be put down. The new RiverHouse Gym water fountain/filling station is now operational. At the RiverClub, Game Room TV #2 was damaged beyond repair in an unfortunate incident. A replacement TV has been ordered. Currently, TV 3 in the RiverLodge Fitness Center is not connecting to the cable correctly. The vendor for the A/V services at the RiverLodge came out on 9.26.2025 to investigate the issue. The issue was a faulty Comcast TV set top box. A replacement is scheduled to be delivered on 10.2.2025. The RiverLodge Water Activity Pool with the Splash Pad is now closed until next season. The RiverLodge Lazy River will remain open year-round from 10am – 30 minutes before sunset.

RiverHouse

Guest Services Hours:

- **Sun, Tues, Wed, Thurs:** 11am – 7pm
- **Fri & Sat:** 11am – 9pm

Closed Mondays

Recreational & Lap Pool:

- Open: 30 minutes after sunrise until 30 minutes before sunset
- Full repair of both pools began September 22, 2025.
- Pools are closed until renovations are completed.

Closed Mondays

Fitness Center:

- 4am – 12am (Sunday – Saturday)
- New Water fountain/filling station installed in the RiverHouse Fitness Center

Other Updates:

- Pool repair/construction began September 22, 2025.
 - UPS Christmas POD in RiverHouse parking lot November 2nd – December 31st .
-

RiverClub

Amenity Hours:

- **Sun, Mon, Wed, Thurs:** 10am – 9pm
- **Fri & Sat:** 10am – 10pm

Closed Tuesdays

Other Updates:

- Ordered replacement TV for Game Room TV #2.
 - Jaguars vs. Chiefs Game Watch Party at RiverCafe from 6pm-9pm on Monday, 10.4.2025
-

RiverLodge

Amenity Hours (Airnasium, Fireplace, Lounge Area):

- Sun, Mon, Tues, Thurs, Fri, & Sat: 10am – 8pm

Closed Wednesdays

Water Activity Pool/Splash Pad & Lifeguard Hours:

- Water Activity Pool with splash pad closed for season

Closed Wednesdays

Lazy River & Volleyball Court Hours:

- 10am – 30 minutes before sunset

Closed Wednesdays

Fitness Center:

- 4am – 12am (Sunday – Saturday)

Other Updates:

- Technogym service came out on Tuesday 9.23.2025 to service our low row machine.
- New gym wipes dispenser and trashcan put in Gym.
- Replacement Comcast TV box ordered for TV #3 in the RiverLodge Gym

(Continued)

RIVERTOWN

RECDD's Café Report

Date of report: 10/15/2025

Submitted by: Lisa McCormick & Richard Losco

The restaurant celebrated the end of the summer season, marked by Jimmy Buffet Day on Saturday, August 30th, with the residents enjoying an adult only event and a sense of shared community. The residents enjoyed live music, bingo, and beautiful sunsets while enjoying the Café amenities. August events also included Music Bingo and Friday Night Music.

The kitchen executed with a combination of efficiency, organization, and a commitment to quality that resulted in excellent food being served throughout the summer.

Our café sales have consistently increased over time, indicating growth, improvement, and guest satisfaction with improved service and quality of food and drink. QR Surveys will be implemented for Café feedback and suggestions to better serve the residents of RiverTown.

Square POS Net Sales were up 13.4% for the month of August @ \$75,682 compared to \$66,730 prior year.

Cost of Goods Sold (Food and Beverage) was 39.7% in the month of August, compared to 42.4% prior year.

Food & Beverage as % of Revenue:

Target	12-Month	% Rate – 40%
Optimal	12-Month	% Rate – 35%
Actual	August '25	% Rate – 40%

Gross Wages as % of net sales were 30.5% in the month of August, compared to 32.6% prior year.

Gross Wages as % of Revenue:

Target	12-Month	% Rate – 35%
Optimal	12-Month	% Rate – 30%
Actual	August '25	% Rate – 31%

The State of Florida, Department of Health, conducted a Food Service Inspection on August 13, 2025, in which we met inspection standards.

We continue to balance rising labor and food costs with operational efficiency and innovative strategies to build resident loyalty, and we look forward to the fall season to continue this process.



Work Order 00875744

Work Order Number 00875744

Created Date 9/30/2025

Account Rivers Edge III CDD

Contact Kevin McKendree

Address 73 Shinnecock Drive
Saint Johns, FL 32259
United States

Work Details

Specialist
Comments to
Customer

Report reflects work performed on 9/25 & 9/26. Herbicide was used to control invasive and nuisance vegetation along the perimeter of ponds 94,93,92,80,PP & II. Algaecide was applied to ponds 89,82, & PP to control algae. Aquatic herbicide was added to mix in order to control submersed vegetation in ponds 89,82 & PP. I focused on the residential side of PP this visit. I will follow up on the other side along with any remaining growth next month. Probiotics were added to pond PP at the East end by the culvert to help control nutrients contributing to growth. Dye was added to ponds 93,82,II & PP to help reduce light penetration and suppress growth. Any accessible trash was removed. I'm noticing far more algae and submersed vegetation in ponds with reclaim water runoff from irrigation. Some sprinklers are spraying directly into ponds, some into roads and storm water grates, and some are eroding banks from busted irrigation. This is all a point source for nutrients and directly causing algae. I will keep treating as much as possible, but this is a never-ending battle against a constant nutrient source until this is rectified. I may recommend some more ponds for phosphorus mitigation. I would also like to allow for the beneficial natives along the edge of the ponds to help utilize some of these nutrients and stabilize shoreline. I've been asked to treat them against my recommendation. Please reconsider, as littoral vegetation is highly beneficial and many customers spend a lot of money on their value but I'm treating them here where they are trying to come up naturally and thrive in the eutrophic ponds. Water levels are getting better from recent heavy rains, but there are still a lot of low ponds. Thank you for being a Solitude customer!

Prepared By KYLE FOLLANSBEE



Work Order 00875744

Work Order 00875744
Number

Created Date 9/30/2025

Account

Rivers Edge III CDD

Contact

Kevin McKendree

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Work Order Assets

Asset	Status	Product Work Type
Rivers Edge CDD III Pond 92	Treated	
Rivers Edge CDD III Pond 93	Treated	
Rivers Edge CDD III Pond 91	Inspected	
Rivers Edge CDD III Pond II	Treated	
Rivers Edge CDD III Pond QQ	Inspected	
Rivers Edge CDD III Pond 94	Treated	
Rivers Edge CDD III Pond PP	Treated	
Rivers Edge CDD III Pond VV	Inspected	
Rivers Edge CDD III Pond RR	Inspected	
Rivers Edge CDD III Pond ZZ	Inspected	
Rivers Edge CDD III Pond YY	Inspected	
Rivers Edge CDD III Pond BBB	Inspected	
Rivers Edge CDD III Pond AAA	Inspected	
Rivers Edge CDD III Pond DDD	Inspected	
Rivers Edge CDD III Pond CCC	Inspected	
Rivers Edge CDD III Pond FFF	Inspected	
Rivers Edge CDD III Pond EEE	Inspected	
Rivers Edge CDD III Pond 87	Inspected	
Rivers Edge CDD III Pond 89	Treated	
Rivers Edge CDD III Pond 88	Inspected	
Rivers Edge CDD III Pond 81	Inspected	
Rivers Edge CDD III Pond 96	Inspected	
Rivers Edge CDD III Pond 80	Treated	
Rivers Edge CDD III Pond 83	Inspected	
Rivers Edge CDD III Pond 82	Treated	
Rivers Edge CDD III Pond 85	Inspected	
Rivers Edge CDD III Pond 84	Inspected	
Rivers Edge CDD III Pond 90	Inspected	
Rivers Edge CDD III Pond 86	Inspected	
Rivers Edge CDD III Pond 95	Inspected	

Service Parameters



Work Order 00875744

Work Order 00875744
Number

Account

Rivers Edge III CDD

Contact

Kevin McKendree

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Created Date 9/30/2025

Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD III Pond 96	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 91	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 96	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 96	MONITORING	
Rivers Edge CDD III Pond 96	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 96	ALGAE CONTROL	
Rivers Edge CDD III Pond 91	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 91	MONITORING	
Rivers Edge CDD III Pond 91	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 91	ALGAE CONTROL	
Rivers Edge CDD III Pond 95	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 94	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 93	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 92	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 95	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 95	MONITORING	
Rivers Edge CDD III Pond 95	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 95	ALGAE CONTROL	
Rivers Edge CDD III Pond 94	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 94	MONITORING	
Rivers Edge CDD III Pond 94	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 94	ALGAE CONTROL	
Rivers Edge CDD III Pond 93	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 93	MONITORING	
Rivers Edge CDD III Pond 93	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 93	ALGAE CONTROL	
Rivers Edge CDD III Pond 92	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 92	MONITORING	
Rivers Edge CDD III Pond 92	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 92	ALGAE CONTROL	
Rivers Edge CDD III Pond 90	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 90	MONITORING	
Rivers Edge CDD III Pond 90	LAKE WEED CONTROL	



Work Order	00875744	Account	Rivers Edge III CDD
Work Order	00875744	Contact	Kevin McKendree
Number		Address	73 Shinnecock Drive Saint Johns, FL 32259 United States

Created Date 9/30/2025

Rivers Edge CDD III Pond 90	ALGAE CONTROL	
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	
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	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 89	MONITORING	
Rivers Edge CDD III Pond 89	LAKE WEED CONTROL	
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Work Order 00875744

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Account

Rivers Edge III CDD

Contact

Kevin McKendree

Address

73 Shinnecock Drive
Saint Johns, FL 32259
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Created Date 9/30/2025

Rivers Edge CDD III Pond 88	MONITORING	
Rivers Edge CDD III Pond 88	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 88	ALGAE CONTROL	
Rivers Edge CDD III Pond 87	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 87	MONITORING	
Rivers Edge CDD III Pond 87	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 87	ALGAE CONTROL	
Rivers Edge CDD III Pond FFF	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond FFF	MONITORING	
Rivers Edge CDD III Pond FFF	LAKE WEED CONTROL	
Rivers Edge CDD III Pond FFF	ALGAE CONTROL	
Rivers Edge CDD III Pond EEE	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond EEE	MONITORING	
Rivers Edge CDD III Pond EEE	LAKE WEED CONTROL	
Rivers Edge CDD III Pond EEE	ALGAE CONTROL	
Rivers Edge CDD III Pond DDD	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond DDD	MONITORING	
Rivers Edge CDD III Pond DDD	LAKE WEED CONTROL	
Rivers Edge CDD III Pond DDD	ALGAE CONTROL	
Rivers Edge CDD III Pond CCC	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond CCC	MONITORING	
Rivers Edge CDD III Pond CCC	LAKE WEED CONTROL	
Rivers Edge CDD III Pond CCC	ALGAE CONTROL	
Rivers Edge CDD III Pond BBB	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond BBB	MONITORING	
Rivers Edge CDD III Pond BBB	LAKE WEED CONTROL	
Rivers Edge CDD III Pond BBB	ALGAE CONTROL	
Rivers Edge CDD III Pond AAA	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond AAA	MONITORING	
Rivers Edge CDD III Pond AAA	LAKE WEED CONTROL	
Rivers Edge CDD III Pond AAA	ALGAE CONTROL	
Rivers Edge CDD III Pond ZZ	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond ZZ	MONITORING	
Rivers Edge CDD III Pond ZZ	LAKE WEED CONTROL	



Work Order 00875744

Work Order 00875744
Number

Account

Rivers Edge III CDD

Contact

Kevin McKendree

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Created Date 9/30/2025

Rivers Edge CDD III Pond ZZ	ALGAE CONTROL	
Rivers Edge CDD III Pond YY	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond YY	MONITORING	
Rivers Edge CDD III Pond YY	LAKE WEED CONTROL	
Rivers Edge CDD III Pond YY	ALGAE CONTROL	
Rivers Edge CDD III Pond VV	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond VV	MONITORING	
Rivers Edge CDD III Pond VV	LAKE WEED CONTROL	
Rivers Edge CDD III Pond VV	ALGAE CONTROL	
Rivers Edge CDD III Pond RR	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond RR	MONITORING	
Rivers Edge CDD III Pond RR	LAKE WEED CONTROL	
Rivers Edge CDD III Pond RR	ALGAE CONTROL	
Rivers Edge CDD III Pond QQ	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond QQ	MONITORING	
Rivers Edge CDD III Pond QQ	LAKE WEED CONTROL	
Rivers Edge CDD III Pond QQ	ALGAE CONTROL	
Rivers Edge CDD III Pond PP	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond PP	MONITORING	
Rivers Edge CDD III Pond PP	LAKE WEED CONTROL	
Rivers Edge CDD III Pond PP	ALGAE CONTROL	
Rivers Edge CDD III Pond II	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond II	MONITORING	
Rivers Edge CDD III Pond II	LAKE WEED CONTROL	
Rivers Edge CDD III Pond II	ALGAE CONTROL	
Rivers Edge CDD III Pond 95		
Rivers Edge CDD III Pond 86		
Rivers Edge CDD III Pond 90		
Rivers Edge CDD III Pond 84		
Rivers Edge CDD III Pond 85		
Rivers Edge CDD III Pond 82		
Rivers Edge CDD III Pond 83		
Rivers Edge CDD III Pond 80		
Rivers Edge CDD III Pond 96		



Work Order 00875744

Work Order 00875744
Number

Account

Rivers Edge III CDD

Contact

Kevin McKendree

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Created Date 9/30/2025

Rivers Edge CDD III Pond 81

Rivers Edge CDD III Pond 88

Rivers Edge CDD III Pond 89

Rivers Edge CDD III Pond 87

Rivers Edge CDD III Pond EEE

Rivers Edge CDD III Pond FFF

Rivers Edge CDD III Pond CCC

Rivers Edge CDD III Pond DDD

Rivers Edge CDD III Pond AAA

Rivers Edge CDD III Pond BBB

Rivers Edge CDD III Pond YY

Rivers Edge CDD III Pond ZZ

Rivers Edge CDD III Pond RR

Rivers Edge CDD III Pond VV

Rivers Edge CDD III Pond PP

Rivers Edge CDD III Pond 94

Rivers Edge CDD III Pond QQ

Rivers Edge CDD III Pond II

Rivers Edge CDD III Pond 91

Rivers Edge CDD III Pond 93

Rivers Edge CDD III Pond 92



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

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

NAME / ID:	Sergeant [redacted] #10379			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
[redacted]	SJSO25CAD190595	[redacted]	[redacted]	6

ACTIVITY / COMMENTS:

Total Contacts:7 Citations:0 Warnings:6 Top speed measured by Radar was, **3 MPH on RiverTown Main Street

Assisted with a vernal disturbance. Stopped a gas-powered side-by-side operating on RiverTown Main Street. Subject was advised he could not operate the side-by-side on the multi-use path or the roadways. This is becoming a problem in the neighborhood. Several side by sides, which are illegal, have been seen.

Multiple rounds of patrols conducted throughout the entire neighborhood.

RollKall Invoice#: 5480784



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

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

NAME / ID:	Deputy [REDACTED] #11319			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
[REDACTED]	SJSO25CAD195508	[REDACTED]	[REDACTED]	6

ACTIVITY / COMMENTS:

SJSO25CAD195538, SJSO25CAD195554, SJSO25CAD195559, SJSO25CAD195599, SJSO25CAD195654, SJSO25CAD195680

Walk up complaint reference juveniles on electric bikes speeding, advised the complainant everyone that works this detail actively looks for e-bike violations and that we would continue to do so. Traffic stops to include 5 written warnings for excessive speed and 1 verbal warning for failure to provide proof of insurance.

Multiple rounds of patrols conducted throughout the entire neighborhood.

RollKall Invoice#: 1454190



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

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

NAME / ID:	Deputy [redacted] #11319			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
[redacted]	SJSO25CAD202106	[redacted]	[redacted]	5

ACTIVITY / COMMENTS:

SJSO25CAD202134, SJSO25CAD202150, SJSO25CAD202212, SJSO25CAD202220, SJSO25CAD202264

5 traffic stops resulting in 5 written warnings for excessive speed.

Multiple rounds of patrols conducted throughout the entire neighborhood.

RollKall Invoice#: 1463810



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

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

NAME / ID:	Deputy #11319			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
 	SJSO24CAD213191	 	 	12

ACTIVITY / COMMENTS:

SJSO25CAD213201, SJSO25CAD213208, SJSO25CAD213232, SJSO25CAD213287, SJSO25CAD213308, SJSO25CAD213362, SJSO25CAD213376, SJSO25CAD213443, SJSO25CAD213501, SJSO25CAD213560, SJSO25CAD213575

10 written warnings for excessive speed, two verbal warnings for failure to provide registration, and assisted a lost citizen with finding her way back to Clay County.

Multiple rounds of patrols conducted throughout the entire neighborhood to include the new school.

RollKall Invoice#: 1475602



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

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

NAME / ID:	Corporal [REDACTED] # 10727			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
[REDACTED]	SJSO25CAD212963	[REDACTED]	[REDACTED]	4

ACTIVITY / COMMENTS:

Total Contacts:7 Citations:0 Warnings:6 Top speed measured by Radar was, **39 MPH on RiverTown Main Street

Multiple traffic stops conducted for stop sign violations at Orange Branch Trl / Keystone Corners Blvd. and Rivertown Main St. / Kendall Crossing Dr.

Assisted patrol deputies with locating a subject with an active warrant at the basketabll courts.
Multiple patrols conducted throughout neighborhood.

RollKall Invoice#: 1474964



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

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

NAME / ID:	Corporal [redacted] # 10727			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
[redacted]	SJSO25CAD204146	[redacted]	[redacted]	4

ACTIVITY / COMMENTS:

Total Contacts:7 Citations:0 Warnings:5 Top speed measured by Radar was, **36 MPH on RiverTown Main Street

Stopped several juveniles (14 / 15 yrs old) riding an E-Moto, Mini Bike, and a modified E-Bike. The mini-bike rider was on Rivertown Main wearing all black with no lights on. The other two were on the multiuse path. Parents were contacted and advised of the laws regarding E-Bikes / Motorcycles and the consequences if the subjects are stopped in the future.

Traffic stop conducted for speeding revealed the driver (16 yr old) was driving after 11 PM, a violation of her DL age restriction. Parent was contacted.

RollKall Invoice#: 1466122



ST JOHNS COUNTY SHERIFF'S OFFICE
Statistic Sheet

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

NAME / ID:	Corporal [REDACTED] # 10727			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
[REDACTED]	SJSO25CAD208248	[REDACTED]	[REDACTED]	4

ACTIVITY / COMMENTS:

Total Contacts:7 Citations:0 Warnings:6 Top speed measured by Radar was, **40 MPH on RiverTown Main Street

Conducted two stops with juveniles operating E-Motos on the multiuse path. Both bikes were not legal and one of them was capable of going 55 MPH. The parents were contacted and advised of future consequences if subjects were caught operating the bikes again.

Responded to the area of the basketball courts in reference to a group of juveniles possibly fighting. Multiple juveniles were located in the area but none were observed fighting nor did they see anyone else fighting. Multiple patrols conducted throughout neighborhood.

RollKall Invoice#: 1470044

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, September 17, 2025 at 9:00 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

DJ Smith	Chairman
Jason Thomas	Vice Chairman
Jarrett O’Leary	Supervisor

Also present were:

Corbin deNagy	District Manager
Lauren Gentry	District Counsel
Mary Grace Henley	District Counsel
Richard Losco	General Manager
Ryan Stilwell	District Engineer
Jason Davidson	Regional General Manager
Kevin McKendree	Field Operations Manager
Kimberly Fatuch	Lifestyle Director
Ken Council	Amenity Manager
Mike Scuncio	Yellowstone
Garrett Cannady	Yellowstone
Malcolm Santos	Yellowstone
Several Residents	

The following is a summary of the discussions and actions taken at the September 17, 2025 meeting.

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment

A resident asked if the kayak pond at the RiverLodge will ever be opened.

Mr. Stilwell responded that pond was designed to be at the groundwater elevation, however it does not have stormwater that flows into it, so they are awaiting an elevation increase through rainwater.

A resident stated that the Settlement monument sign is not lit up at night.

Mr. Smith stated that he will look into that.

Next, the resident asked what the purpose is for the white bands around the trees in the preserves.

Mr. Smith responded that he assumes it is to mark the trees that were supposed to remain in place when site work was being done and the bands were just never taken off.

THIRD 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

Mr. Stilwell reported that the roundabout will be wrapped up in the next month following the latest walk-through with the Department of Transportation.

C. District Counsel

Ms. Gentry reminded the board members of the four hours of required ethics training that is due by the end of the year.

D. District Manager

There being nothing to report, the next item followed.

E. General Manager - Monthly Operations and Pond Reports

A copy of the monthly operations report was included in the agenda package. Mr. Losco presented a proposal for surge protection for the A/C unit and the pool equipment at the RiverLodge. This would be a cost share item, with Rivers Edge III's portion totaling \$4,272.44. Next, Mr. Losco reminded the Board that the pool renovation being completed with Crown Pools will begin on September 22nd and the pools will be closed starting September 21st. The residents have been notified of the closure.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the proposal from KAD Electric to install surge protection at the RiverLodge was approved.

FOURTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Minutes of the July 16, 2025 Meeting**
- B. Financial Statements as of June 30, 2025**
- C. Check Register**
- D. Ratification of Construction Funding Request Nos. 13 and 14**
- E. Ratification of Requisition No. 2**

Copies of the minutes, financial statements, check register totaling \$991,024.28, and construction funding requests #15 and #16 were included in the agenda package for the Board's review.

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

FIFTH ORDER OF BUSINESS

Consideration of Funding Request No. 50

Mr. deNagy presented funding request number 50, for capital reserve funding in the amount of \$200,000. He noted this was included in the fiscal year 2025 budget.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor funding request number 50 was approved.

SIXTH ORDER OF BUSINESS

Supervisor Requests

There being none, the next item followed.

SEVENTH ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Next Scheduled Meetings – October 15, 2025 at 9:00 a.m. at the RiverHouse

NINTH ORDER OF BUSINESS

Adjournment

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

Minutes of Special Meeting
Rivers Edge, Rivers Edge II, Rivers Edge III
Community Development Districts

A special meeting of the Board of Supervisors of the Rivers Edge, Rivers Edge II and Rivers Edge III Community Development Districts was held Wednesday, September 17, 2025 at 10:02 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

Rivers Edge

Mac McIntyre	Chairman by telephone
Scott Maynard	Vice Chairman
Frederick Baron	Supervisor
Robert Cameron	Supervisor
Christopher White	Supervisor

Rivers Edge II

D. J. Smith	Chairman
Jason Thomas	Vice Chairman
Jason Reid	Supervisor
Donna WeMett	Supervisor
Jarrett O’Leary	Supervisor

Rivers Edge III

D. J. Smith	Chairman
Jason Thomas	Vice Chairman
Jarrett O’Leary	Supervisor

Also present were:

Corbin deNagy	District Manager
Lauren Gentry	District Counsel
Mary Grace Henley	District Counsel
Richard Losco	Vesta/Amenity Services
Kevin McKendree	Vesta/Amenity Services
Kim Fatuch	Vesta/Amenity Services
Jason Davidson	Vesta/Amenity Services
Ken Council	Vesta/Amenity Services
Lisa McCormick	Vesta/Amenity Services

Ryan Stillwell
Brad Correia
Several Residents

District Engineer
Crown Pools

The following is a summary of the discussions and actions taken at the September 17, 2025 special joint meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the joint meeting to order at 10:02 a.m. and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Discussion of Hallow-Crawl Event

Ms. Gentry stated regarding the Hallow-Crawl event, we did receive a list of requested property use from the event planners and the board did receive an excel spreadsheet that summarizes where the uses are proposed to occur and what activities are proposed to occur. We had a long call with our district insurance carrier and summarized their advice in an email to the board. They did caution that if there is any large event where you don't really have a defined event space where it is one host hosting -- in the RiverHouse for example, that is easy to control -- But with a big event like this where you don't control who is coming in, you don't control who is attending, you have many different hosts, you have many different vendors and no central source to hold accountable it is more difficult to control the liability. Your insurance carrier said at a minimum we want insurance, both from the host and from any third-party vendors that are hired to perform on district property. We would want waivers through the wristband signup process. They strenuously cautioned against allowing alcohol to be served on district property for this event due to liability concerns. Ms. Gentry clarified that the District is not controlling or restricting what homeowners can do on their personal property; this discussion is only regarding what can be done on District property.

Discussion ensued.

After discussion of liability, no third party vendors on district property, allow reduced scope of activities, residents may ask county to block off roadway, individuals assume liability on their own property, individuals may request additional law enforcement, limited number of guests

at district amenities, individual event insurance, one event insurance policy to cover the whole event, sign waiver when picking up wrist band, wrist bands, indemnifications, after event clean-up the boards took the following action.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor limited use of district property would be allowed for the Hallow-Crawl event, no alcohol served or sold on CDD property, with precautions in place to include a use agreement with provisions for insurance, indemnification as well as third-party insurance and waiver language in the sign-up forms and use of wristbands for CDD II property.

On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor limited use of district property would be allowed for the Hallow-Crawl event, no alcohol served or sold on CDD property, with precautions in place to include a use agreement with provisions for insurance, indemnification as well as third-party insurance and waiver language in the sign-up forms and use of wristbands for CDD III property.

On MOTION by Mr. White seconded by Mr. Cameron with all in favor limited use of district property would be allowed for the Hallow-Crawl event, no alcohol served or sold on CDD property, with precautions in place to include a use agreement with provisions for insurance, indemnification as well as third-party insurance and waiver language in the sign-up forms and use of wristbands for CDD I property.

FOURTH ORDER OF BUSINESS

Overview of Tri-Party Interlocal and Cost Share Agreement

Mr. deNagy stated a few months ago we talked about having a joint meeting to talk about the cost share process. This started with discussion of a couple items, one of which being the Garden South alley repair, splash pad repair, and along with this is the interlocal agreement that was entered into in 2019 at the time Rivers Edge III had not been established. The intent was for us to bring forward an amendment to that interlocal agreement that would clean up some of that language, remove Mattamy and put in Rivers Edge III. We don't have that amendment available at this meeting but what we can do is give you an overview of the cost share methodology and how it works.

There are two sections, the first of which is landscaping, irrigation and stormwater, because the districts are not yet fully built out, Rivers Edge is built out, Rivers Edge II and Rivers Edge III are still developing so the cost share model says that we would project out what total build out costs would be and there was an estimate determined that said this is what these costs would be for Rivers Edge II and Rivers Edge III when they are fully built out. We add all three of those numbers and get a total for landscape, irrigation and stormwater -- what I'm considering to be grounds maintenance. It came in around \$4 million so we know the total cost, but we need to look at what is called ERUs. Each district has a development program that says there is going to be X number of homes, X number of 55-foot lots, whatever it is but there is a percentage assigned to all these different lots. Each district is going to have its own ERU value and its own share of the costs based on that development program. Rivers Edge I has more ERUs than Rivers Edge II. Rivers Edge III is a very similar development program so those ERU values are very similar and II is a little less. That means that of that total cost share, for this upcoming fiscal year we determined that Rivers Edge is responsible for 35.5% of the cost share, Rivers Edge II is responsible for 29.48% and Rivers Edge III is responsible for 35.02%. Of that \$4.75 million Rivers Edge is responsible for 35.5% and that allocated cost is about \$1.7 million but we know by looking at the budget what Rivers Edge actually pays about \$2 million. You are paying more than the cost share model says you should be paying. You need to be subsidized from the other districts. Each district has its own allocated cost, and it tells us who owes what. In this model Rivers Edge II actually is responsible for \$1.4 million but their projected total costs are about \$900,000. In this model Rivers Edge II would actually subsidize the cost for Rivers Edge and Rivers Edge III. In the budget Rivers Edge would see revenue every month from Rivers Edge II, which is to help cover the costs of the landscaping that Rivers Edge pays for.

We have a similar model when it comes to amenities. Amenities are a little more straightforward because we are not using projected costs, we are using budgeted costs. Those budgeted costs are based on historical spending. The RiverHouse has been in operation for a while, and we feel good about what those costs are. It includes everything it takes to operate the RiverHouse amenity center. We take those total budgeted costs and apply those same ERU percentages. For example, Rivers Edge's allocated costs are \$907,000 but you are paying over \$1 million and this model says the other districts need to subsidize your costs to run this amenity center.

It is very technical and I'm happy to go over the numbers with each of you, but that is how this cost share model works. The goal moving forward is now that Rivers Edge II has a capital reserve study, Rivers Edge I capital reserve study was from 2023, Rivers Edge III I would like to get a capital reserve study done next year then all three districts will have a capital reserve study so we know all the large capital projects that we know we are going to have to repair or replace, we know the costs between all three districts. I expect to have an amendment to the interlocal agreement at the next meeting to clean up the language.

Ms. Gentry stated obviously this agreement was drafted years ago, it is our best prediction of items that need to be cost shared by three districts so that everyone has some certainty for the majority of items that come up. There are items that come up that were never contemplated under the cost share but may make sense to cost share. There may be something that requires more maintenance than we thought it would and in that case the cost share agreement does provide for supplemental requests when these special cases come up. If the districts do not agree, it provides for calling a joint meeting so that everyone can get together and discuss it. All the proposals that we will discuss today is how the interlocal was contemplated to work, we are following the processes.

Mr. deNagy stated what I tried to shift towards in this budget cycle was to put in these anticipated capital projects. That way each board saw it through the budget process, each board approved them so that we try to avoid the confusion of who is paying for what. What makes it complicated is when the cost is higher than what was approved in the budget.

FIFTH ORDER OF BUSINESS

Consideration of Cost Share Items

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

RiverHouse Sand Filtration System

Mr. Losco stated this item was budgeted but the cost came in over budget and we are asking for a change order to the contract of about \$50,000.

After discussion the boards took the following action.

On MOTION by Mr. Cameron seconded by Mr. Baron with all in favor the cost share for the RiverHouse sand filtration system for CDD I in the amount of \$62,125 was approved.

On MOTION by Mr. Smith seconded by Ms. WeMett with all in favor the cost share for the RiverHouse sand filtration system for CDD II in the amount of \$51,590 was approved.

On MOTION by Mr. Smith seconded by Mr. O’Leary with all in favor the cost share for the RiverHouse sand filtration system for CDD III in the amount of \$61,285 was approved.

A. Gardens South Asphalt Repair

Mr. deNagy stated Rivers Edge did approve this request in April and after we looked at it, the model does not contemplate alleyways. The idea was that this would come back as a supplemental cost share request to CDD II and CDD III.

Mr. Losco stated we just got an updated quote from Burnham Construction, and the new quote is for \$128,066.86 of which CDD I’s cost share would be \$45,463.74, CDD II would be \$37,741.01 and CDD III would be \$44,849.01.

Ms. WeMett stated I looked at the cost share agreement and did not see a provision for alleys.

Ms. Gentry stated the cost share does not provide for automatic cost sharing of alleys. That is why it is coming back as a supplemental discretionary cost share request.

Ms. WeMett stated in Watersong we take care of our own roads, and you should take care of your alleyways. The alleyway provides no benefit to the whole community. It is an extension of someone’s driveway. No one can get to it from an amenity center in another community. I have had multiple people reach out to me from my district on Facebook and email asking that I vote no on this issue because they feel this is an expense they shouldn’t pay for in our district. I told them I was voting no because I had people ask me to vote no.

Mr. White stated I would just ask that you think about the future and if CDD II would need repairs that may not exist in the cost share.

Ms. WeMett I’m just telling you what my constituents have told me, and I rely on my constituents. I object to the Rivers Edge II board sharing costs for a private road that none of our residents use on a regular basis.

Mr. White stated the residents of CDD 1 utilize it to get in and out of their homes, and the county utilizes it through their vendors to pick up trash.

Mr. Baron stated this is why I had a discussion with DJ and the engineer to find out why Mattamy isn't responsible for this since it was the plan for the community.

Mr. Stillwell stated for everyone's knowledge, the Gardens South development was done prior to Mattamy coming into RiverTown, it was done by the original developer, St. Joe. I did go back to aerials from 2009 and 2010 because it was prior to my time and those alleys are 15, 16 years old at this point. From a history perspective it predates Mattamy.

Mr. Baron stated we don't want to start fracturing and say, I'm not going to pay for this and I'm not going to pay for that. It is one community that everyone supports.

Mr. Smith stated I wish it would have been perceived that way when we fixed the fountains out front that benefit the whole community at the entrance.

Mr. Baron stated that was to Mattamy's benefit and it was also Mattamy's property.

Mr. McIntyre joined the meeting at this time by telephone.

Ms. WeMett stated I would like to know if any other Rivers Edge II board members received any requests from any residents about this issue.

Mr. Reid stated I received about 14 emails from different residents. All of them opposed to cost sharing. A lot of them specifically quoted the agreement, "All alleys and private roads are not in the cost share agreement between the three Rivers Edge CDDs." I think I've gotten a total of one email since December until one week ago and now I have 14 emails from different people.

Mr. Thomas stated I also got a bunch of emails, but CDD II is not my concern. My concern is whether or not this is a true cost share item.

Ms. Gentry stated it is not a cost share item under our current agreement; we are following the procedure for supplemental requests. It is discretionary for CDD II and CDD III.

Mr. Stillwell stated all the roads in this main original development area that extend up into the Gardens are owned by Rivers Edge CDD, they are not owned by the county.

A resident stated all future road replacements or repairs are included in the reserve study to be replaced by the Watersong HOA, not the CDD, and we are assessing our residents to do that over the next 20 to 30 years, so there is not a cost share agreement between CDD II and the other CDDs because our HOA is taking responsibility for that, so I think CDD I should pay for their own roads because they are the ones using it.

Ms. Gentry stated the interlocal agreement does provide for certain shared roadway costs, but it refers to the offsite roadway costs, so the cost of S.R. 13 roundabout, C.R. 244 landscape

maintenance and surface water management, C.R. 223 and S.R. 13 offsite improvements as well. It is more about the improvements within the right of way, not the road surfaces.

Mr. Cameron stated so then we need to keep that in mind for what we need to have for reserves in the future.

Mr. deNagy stated the reserve study does contemplate asphalt replacement.

Ms. Gentry stated the Rivers Edge I board previously approved a proposal to do this repair and maintenance. We now have an updated proposal and because the board has not been presented with that new proposal but they have made the cost share request so the ball is in CDD II and CDD III's court to make a motion if you would like to participate in that cost share.

Ms. WeMett moved to oppose CDD II's participation in the cost share for the Gardens South asphalt repair, Mr. Reid seconded the motion and on voice vote with two in favor and Mr. Smith, Mr. Thomas and Mr. O'Leary opposed the motion failed.

On MOTION by Mr. Smith seconded by Mr. Thomas with three in favor and Ms. WeMett and Mr. Reid opposed the cost share for the Gardens South asphalt repair for CDD II in the amount of \$37,741.01 was approved.

On MOTION by Mr. Smith seconded by Mr. Thomas with all in favor the cost share for the Gardens South asphalt repair for CDD III in the amount of \$41,647.02 was approved.

On MOTON by Mr. Maynard seconded by Mr. Cameron with all in favor the cost share to the Gardens South asphalt repair for Rivers Edge in the amount of \$37,668.77 was approved.

B. Splash Pad Repairs and Maintenance

Mr. Losco presented the cost share request for the splash pad repairs and maintenance.

Mr. deNagy stated the splash pad is on Mattamy property and depending on how the boards want to move forward with this, we would potentially look at doing a maintenance agreement that says that we do want the district to maintain this amenity, hold the health permit and that is part of this discussion. How do we want to do this moving forward to have the district pay for these, have these be cost shared items, enter into a maintenance agreement so that it is clear who is doing what.

Ms. WeMett stated it appears in the county records in 2017 that Rivers Edge CDD transferred the property that the splash pad is on and the sales center to Mattamy. If that transfer of property took place in 2017 why wasn't the certificate changed regarding the splash pad with the board of health?

Ms. Gentry stated I think what you are seeing is a discrepancy on the property appraiser's website in the section where they usually only list deeds, they have listed other types of documents. So this property has always been owned by Mattamy, it was never owned by the CDD or deeded over to Mattamy by the CDD. The splash pad is operated as something that is open to the community to use. Historically, CDD I was paying for the maintenance of that splash pad since it was open to the residents to use as an amenity. As long as it serves a public purpose that is a permissible use of district funds if the Board chooses to do so. I recommend getting a maintenance agreement in place if you would like to continue maintaining this.

On MOTION by Mr. Maynard seconded by Mr. Baron with all in favor the welcome center splash pad repair cost share for Rivers Edge in the amount of \$2,972.16 was approved and staff was directed to add the splash pad to the website as an amenity.

On MOTION by Mr. Smith seconded by Mr. Thomas with four in favor and Ms. WeMett opposed the welcome center splash pad repair cost share for CDD II in the amount of \$3,111.78 was approved.

On MOTON by Mr. Smith seconded by Mr. Thomas with all in favor the welcome center splash pad repair cost share for CDD III in the amount of \$3,286.06 was approved.

Staff will prepare a maintenance agreement for the next meeting.

C. RiverHouse Sand Filtration System

This item was taken earlier in the meeting.

SIXTH ORDER OF BUSINESS

Other Business

Mr. Cameron asked what are the thoughts on permission for the schools to utilize the properties in RiverTown?

Mr. Losco stated we can prepare a generic form. Kim has been inundated with the activities at the school so we were going to ask if we could do a generic form for any type of request for usage.

Ms. WeMett stated we discussed this at the last CDD II meeting, it came to our attention that we have a security agreement with Giddens Security. That same agreement has been in effect since 2015, and it is outdated. Since this is a cost share item, I think it would be to our advantage to get bids for security.

Mr. deNagy stated we can hold a separate joint meeting joint meeting about security.

Mr. Thomas stated I want to go back to repairs. We want Watersong residents to know that you are not going to be paying for that, that falls outside the budget. Mattamy subsidizes if anything falls outside the budget, so basically Mattamy pays for it.

On MOTION by Mr. Thomas seconded by Ms. WeMett with all in favor the meeting adjourned at 11:35 a.m.
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On MOTION by Mr. Thomas seconded by Mr. Smith with all in favor the meeting adjourned at 11:35 a.m.

On MOTION by Mr. Maynard seconded by Mr. Cameron with all in favor the meeting adjourned at 11:35 a.m.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Rivers Edge III
Community Development District

Unaudited Financial Reporting
August 31, 2025



Rivers Edge III
Community Development District
Combined Balance Sheet
August 31, 2025

	General Fund	Debt Service Fund	Capital Reserve Fund	Capital Project Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	\$ 37,730	\$ -	\$ 4,806	\$ -	\$ 42,536
Due from Capital Project Fund	5,351	-	-	-	5,351
Investments:					
State Board of Administration (SBA)	14	-	-	-	14
Custody	79	-	-	-	79
Series 2021					
Reserve	-	275,384	-	-	275,384
Prepayment	-	150	-	-	150
Revenue	-	258,365	-	-	258,365
Construction	-	-	-	452	452
Series 2024					
Reserve	-	347,759	-	-	347,759
Capital Interest	-	337,131	-	-	337,131
Prepayment	-	4,753	-	-	4,753
Construction	-	-	-	27,454	27,454
Series 2025					
Reserve	-	359,483	-	-	359,483
Capital Interest	-	792,324	-	-	792,324
Revenue	-	1,758	-	-	1,758
Cost of Issuance	-	-	-	5,460	5,460
Construction	-	-	-	39,184	39,184
Prepaid Expenses	5,150	-	-	-	5,150
Deposits	1,550	-	-	-	1,550
Total Assets	\$ 49,873	\$ 2,377,105	\$ 4,806	\$ 72,550	\$ 2,504,335
Liabilities:					
Accounts Payable	\$ 159,960	\$ -	\$ -	\$ -	\$ 159,960
Accrued Expenses	36,922	-	-	-	36,922
Due to General Fund	-	-	-	5,351	5,351
Due to Rivers Edge CDD	64,832	-	-	-	64,832
Total Liabilities	\$ 261,714	\$ -	\$ -	\$ 5,351	\$ 267,065
Fund Balance:					
Nonspendable:					
Prepaid Items	\$ 5,150	\$ -	\$ -	\$ -	\$ 5,150
Deposits	1,550	-	-	-	1,550
Restricted for:					
Debt Service - Series	-	2,377,105	-	-	2,377,105
Capital Project - Series	-	-	-	67,199	67,199
Assigned for:					
Capital Reserve Fund	-	-	4,806	-	4,806
Unassigned	(218,541)	-	-	-	(218,541)
Total Fund Balances	\$ (211,841)	\$ 2,377,105	\$ 4,806	\$ 67,199	\$ 2,237,270
Total Liabilities & Fund Balance	\$ 49,873	\$ 2,377,105	\$ 4,806	\$ 72,550	\$ 2,504,335

Rivers Edge III
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 918,137	\$ 918,137	\$ 922,490	\$ 4,353
Special Assessments - Direct Bill	76,160	76,160	76,160	-
Developer Contributions	845,241	845,241	1,151,058	305,817
Miscellaneous Income/Interest	2,000	2,000	4,595	2,595
Total Revenues	\$ 1,841,538	\$ 1,841,538	\$ 2,154,304	\$ 312,765
Expenditures:				
<u>General & Administrative:</u>				
District Engineer	\$ 5,000	\$ 5,000	\$ 12,770	\$ (7,770)
District Counsel	25,000	25,000	27,320	(2,320)
District Management	31,461	28,839	28,839	(0)
Assessment Roll Administration	5,618	5,618	5,618	-
Dissemination Agent	3,933	3,933	3,955	(23)
Information Technology	1,348	1,348	1,533	(185)
Website Administration	2,022	2,022	2,300	(278)
Website Maintenance	848	848	1,706	(858)
Annual Audit	5,200	5,200	6,700	(1,500)
Trustee Fees	6,000	5,324	5,324	-
Arbitrage Rebate	600	600	600	-
Telephone	150	138	48	90
Postage & Delivery	250	250	935	(685)
Printing & Binding	1,000	917	557	359
Insurance General Liability	6,334	6,334	6,161	173
Legal Advertising	1,500	1,500	2,143	(643)
Other Current Charges	500	458	-	458
Office Supplies	50	46	4	42
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 96,989	\$ 93,550	\$ 106,690	\$ (13,140)
<u>Operations & Maintenance</u>				
<u>Grounds Maintenance:</u>				
Cost Share Landscaping - Rivers Edge	\$ 103,480	\$ 94,857	\$ 94,857	\$ 0
Field Operations Management (Vesta)	39,438	36,152	36,527	(375)
Landscape Maintenance	476,418	476,418	736,006	(259,588)
Landscape Contingency	15,000	15,000	243,211	(228,211)
Irrigation Repairs and Maintenance	40,000	40,000	78,785	(38,785)
Lake Maintenance	18,000	18,000	24,271	(6,271)
Irrigation Water Use	7,200	7,200	194,362	(187,162)
Electric	1,000	1,000	48,170	(47,171)
Street Lighting	10,000	9,167	-	9,167
Street and Drainage Maintenance	3,000	2,750	-	2,750
Other Repair & Replacements	10,000	9,167	6,862	2,304
Subtotal Grounds Maintenance	\$ 723,535	\$ 709,709	\$ 1,463,052	\$ (753,343)

Rivers Edge III
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
<u>Amenity Center:</u>				
Cost Share Amenity - Rivers Edge	\$ 155,848	\$ 142,861	\$ 142,861	\$ 0
General Manager (Vesta)	46,793	42,894	43,805	(912)
Amenity Manager (Vesta)	29,632	27,163	27,163	0
Maintenance Service (Vesta)	103,123	94,529	94,529	0
Lifestyle Director (Vesta)	43,329	39,718	39,718	-
Lifeguards (Vesta)	53,507	51,655	51,655	-
Facility Attendant (Vesta)	85,718	78,575	78,575	(0)
Janitorial (Vesta)	32,875	30,135	30,135	0
Security Monitoring	1,800	1,800	2,175	(375)
Security Guards	25,000	22,917	-	22,917
Telephone	8,500	8,500	14,003	(5,503)
Insurance	14,000	14,000	80,229	(66,229)
Fitness Equipment Lease	68,488	62,781	63,155	(374)
Window Cleaning	1,500	1,375	-	1,375
Pressure Washing	15,000	13,750	-	13,750
Pool Chemicals	20,000	20,000	32,034	(12,034)
Natural Gas	500	500	570	(70)
Electric	20,000	18,333	-	18,333
Water & Sewer	30,000	27,500	14,206	13,294
Amenity Repairs and Replacement	10,000	10,000	33,796	(23,796)
Refuse	15,000	13,750	13,578	172
Pest Control	3,600	3,300	880	2,420
Fire Alarm System and Maintenance	2,000	1,833	-	1,833
Access Cards	1,000	917	-	917
License & Permits	1,800	1,650	-	1,650
Special Events	15,000	13,750	13,710	40
Holiday Decorations	10,000	10,000	15,572	(5,572)
Office Supplies & Postage	1,500	1,375	-	1,375
Capital Expenditures	5,500	5,042	-	5,042
Capital Reserve Funding	200,000	-	-	-
Subtotal Amenity Center	\$ 1,021,013	\$ 760,602	\$ 792,349	\$ (31,747)
Total Operations & Maintenance	\$ 1,744,548	\$ 1,470,311	\$ 2,255,401	\$ (785,090)
Total Expenditures	\$ 1,841,538	\$ 1,563,861	\$ 2,362,091	\$ (798,230)
Excess (Deficiency) of Revenues over Expenditures	\$ 0	\$ 277,677	\$ (207,787)	\$ (485,465)
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ 25,000	\$ (25,000)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 25,000	\$ (25,000)
Net Change in Fund Balance	\$ (0)	\$ 277,677	\$ (182,787)	\$ (510,465)
Fund Balance - Beginning	\$ -		\$ (29,053)	
Fund Balance - Ending	\$ (0)		\$ (211,841)	

Rivers Edge III
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 49,620	\$ 832,586	\$ -	\$ 30,666	\$ 6,646	\$ -	\$ 1,508	\$ 1,464	\$ -	\$ -	\$ -	\$ 922,490
Special Assessments - Direct Bill	38,080	38,080	-	-	-	-	-	-	-	-	-	-	76,160
Developer Contributions	-	404,690	-	-	-	-	600,000	146,368	-	-	-	-	1,151,058
Miscellaneous Income/Interest	30	25	117	844	1,089	928	718	153	333	130	227	-	4,595
Total Revenues	\$ 38,110	\$ 492,416	\$ 832,703	\$ 844	\$ 31,755	\$ 7,574	\$ 600,718	\$ 148,029	\$ 1,798	\$ 130	\$ 227	\$ -	\$ 2,154,304

Expenditures:

General & Administrative:

District Engineer	\$ 2,035	\$ 125	\$ -	\$ -	\$ 391	\$ 1,115	\$ 6,962	\$ -	\$ 820	\$ -	\$ 1,322	\$ -	\$ 12,770
District Counsel	2,132	2,107	899	2,280	3,349	5,446	3,120	3,345	2,631	2,012	-	-	27,320
District Management	2,622	2,622	2,622	2,622	2,622	2,622	2,622	2,622	2,622	2,622	2,622	-	28,839
Assessment Roll Administration	5,618	-	-	-	-	-	-	-	-	-	-	-	5,618
Dissemination Agent	328	328	328	578	328	328	428	328	328	328	328	-	3,955
Information Technology	112	112	112	112	112	112	112	112	45	45	545	-	1,533
Website Administration	169	169	168	169	169	169	169	168	67	67	817	-	2,300
Website Maintenance	-	-	400	-	-	400	-	-	569	169	169	-	1,706
Annual Audit	-	-	-	-	-	-	6,700	-	-	-	-	-	6,700
Trustee Fees	2,188	-	-	-	-	-	-	1,853	1,284	-	-	-	5,324
Arbitrage Rebate	-	-	-	-	-	-	-	-	-	600	-	-	600
Telephone	-	-	-	2	-	-	-	-	6	32	7	-	48
Postage & Delivery	87	217	28	10	36	53	10	50	32	351	60	-	935
Printing & Binding	11	12	31	1	12	39	7	8	66	364	7	-	557
Insurance General Liability	6,161	-	-	-	-	-	-	-	-	-	-	-	6,161
Legal Advertising	1,851	-	-	-	-	88	86	118	-	-	-	-	2,143
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies	0	1	-	0	1	0	0	0	0	0	0	-	4
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 23,488	\$ 5,692	\$ 4,588	\$ 5,774	\$ 7,019	\$ 10,371	\$ 20,216	\$ 8,606	\$ 8,471	\$ 6,589	\$ 5,876	\$ -	\$ 106,690

Operations & Maintenance

Grounds Maintenance:

Cost Share Landscaping - Rivers Edge	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ 8,623	\$ -	\$ 94,857
Field Operations Management (Vesta)	3,287	3,287	3,517	3,431	3,287	3,287	3,287	3,287	3,287	3,287	3,287	-	36,527
Landscape Maintenance	63,501	63,501	63,501	63,501	63,501	63,501	70,999	70,999	70,999	70,999	70,999	-	736,006
Landscape Contingency	-	7,620	6,725	35,730	5,600	5,600	-	141,081	4,620	9,360	26,875	-	243,211
Irrigation Repairs and Maintenance	9,640	11,473	12,149	9,543	3,866	7,841	-	9,079	14,041	1,002	151	-	78,785
Lake Maintenance	1,842	1,842	1,842	1,842	1,842	1,842	1,842	2,992	3,942	1,842	2,601	-	24,271
Irrigation Water Use	13,065	19,862	27,432	26,747	12,045	11,117	16,733	17,915	16,118	15,901	17,426	-	194,362
Electric	4,285	4,132	4,131	4,554	4,306	3,922	3,986	4,571	4,880	4,619	4,783	-	48,170
Street Lighting	-	-	-	-	-	-	-	-	-	-	-	-	-
Street and Drainage Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Repair & Replacements	2,346	-	-	2,100	-	-	-	2,417	-	-	-	-	6,862
Subtotal Grounds Maintenance	\$ 106,588	\$ 120,340	\$ 127,921	\$ 156,072	\$ 103,071	\$ 105,734	\$ 105,470	\$ 260,965	\$ 126,511	\$ 115,634	\$ 134,746	\$ -	\$ 1,463,052

Rivers Edge III
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Amenity Center:</u>													
Cost Share Amenity - Rivers Edge	\$ 12,987	\$ 12,987	\$ 12,987	\$ 12,987	\$ 12,987	\$ 12,987	\$ 12,987	\$ 12,987	\$ 12,987	\$ 12,987	\$ 12,987	\$ -	\$ 142,861
General Manager (Vesta)	3,899	3,899	3,899	3,899	4,030	4,027	4,039	4,030	4,030	4,022	4,029	-	43,805
Amenity Manager (Vesta)	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	2,469	-	27,163
Maintenance Service (Vesta)	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	8,594	-	94,529
Lifestyle Director (Vesta)	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	3,611	-	39,718
Lifeguards (Vesta)	-	-	-	-	-	4,360	3,332	6,187	12,007	14,765	11,005	-	51,655
Facility Attendant (Vesta)	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	7,143	-	78,575
Janitorial (Vesta)	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	-	30,135
Security Monitoring	-	-	555	-	-	555	-	-	555	510	-	-	2,175
Security Guards	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	1,932	1,882	961	1,217	1,217	1,217	1,217	1,217	1,217	963	963	-	14,003
Insurance	80,229	-	-	-	-	-	-	-	-	-	-	-	80,229
Fitness Equipment Lease	5,741	5,741	5,741	5,741	5,741	5,741	5,741	5,741	5,741	5,741	5,741	-	63,155
Window Cleaning	-	-	-	-	-	-	-	-	-	-	-	-	-
Pressure Washing	-	-	-	-	-	-	-	-	-	-	-	-	-
Pool Chemicals	3,186	1,560	1,350	-	3,010	3,596	3,131	3,958	3,706	5,054	3,483	-	32,034
Natural Gas	-	-	-	-	-	-	266	77	-	149	78	-	570
Electric	-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer	1,063	1,473	1,694	963	928	894	1,287	1,450	1,568	1,478	1,407	-	14,206
Amenity Repairs and Replacement	8,777	900	1,817	447	2,014	731	934	1,689	5,222	6,101	5,165	-	33,796
Refuse	1,180	1,180	1,172	1,214	1,227	1,235	1,235	1,149	1,346	1,183	1,457	-	13,578
Pest Control	80	80	80	-	160	80	80	80	80	80	80	-	880
Fire Alarm System and Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Access Cards	-	-	-	-	-	-	-	-	-	-	-	-	-
License & Permits	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Events	-	-	-	7,798	525	500	-	2,138	1,025	1,724	-	-	13,710
Holiday Decorations	-	-	-	-	-	-	-	-	-	7,786	7,786	-	15,572
Office Supplies & Postage	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Reserve Funding	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Amenity Center	\$ 143,632	\$ 54,260	\$ 54,814	\$ 58,824	\$ 56,396	\$ 60,480	\$ 58,806	\$ 65,258	\$ 74,041	\$ 87,100	\$ 78,738	\$ -	\$ 792,349
Total Operations & Maintenance	\$ 250,221	\$ 174,600	\$ 182,735	\$ 214,896	\$ 159,467	\$ 166,213	\$ 164,277	\$ 326,223	\$ 200,552	\$ 202,734	\$ 213,484	\$ -	\$ 2,255,401
Total Expenditures	\$ 273,709	\$ 180,292	\$ 187,323	\$ 220,670	\$ 166,486	\$ 176,585	\$ 184,493	\$ 334,828	\$ 209,023	\$ 209,323	\$ 219,360	\$ -	\$ 2,362,091
Excess (Deficiency) of Revenues over Expenditures	\$ (235,598)	\$ 312,123	\$ 645,380	\$ (219,826)	\$ (134,731)	\$ (169,011)	\$ 416,225	\$ (186,800)	\$ (207,225)	\$ (209,193)	\$ (219,133)	\$ -	\$ (207,787)
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000
Net Change in Fund Balance	\$ (235,598)	\$ 312,123	\$ 645,380	\$ (219,826)	\$ (134,731)	\$ (169,011)	\$ 416,225	\$ (186,800)	\$ (207,225)	\$ (209,193)	\$ (194,133)	\$ -	\$ (182,787)

Rivers Edge III
Community Development District
Debt Service Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 552,665	\$ 552,665	\$ 553,192	\$ 527
Special Assessments - Prepayments	-	-	60,460	60,460
Interest Income	10,000	10,000	25,897	15,897
Total Revenues	\$ 562,665	\$ 562,665	\$639,548	\$ 76,883
Expenditures:				
Interest - 11/1	\$ 168,045	\$ 168,045	\$ 168,045	\$ -
Principal Prepayment - 2/1	-	-	65,000	(65,000)
Interest - 2/1	-	-	594	(594)
Interest - 5/1	168,045	168,045	166,858	1,188
Principal - 5/1	215,000	215,000	215,000	-
Principal Prepayment - 5/1	-	-	5,000	(5,000)
Total Expenditures	\$ 551,090	\$ 551,090	\$ 620,496	\$ (69,406)
Excess (Deficiency) of Revenues over Expenditures	\$ 11,575	\$ 11,575	\$ 19,052	\$ 7,477
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 11,575	\$ 11,575	\$ 19,052	\$ 7,477
Fund Balance - Beginning	\$ 233,368		\$ 514,846	
Fund Balance - Ending	\$ 244,943		\$ 533,898	

Rivers Edge III
Community Development District
Debt Service Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Special Assessment ⁽¹⁾	\$ -	\$ -	\$ -	\$ -
Prepayments	-	-	4,753	4,753
Interest Income	10,000	10,000	37,258	27,258
Total Revenues	\$ 10,000	\$ 10,000	\$ 42,011	\$ 32,011
Expenditures:				
Interest - 11/1	\$ 256,796	\$ 256,796	\$ 256,796	\$ (0)
Interest - 5/1	281,849	281,849	281,849	-
Principal - 5/1	-	-	-	-
Total Expenditures	\$ 538,644	\$ 538,644	\$ 538,644	\$ (0)
Excess (Deficiency) of Revenues over Expenditures	\$ (528,644)	\$ (528,644)	\$ (496,634)	\$ 32,011
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (528,644)	\$ (528,644)	\$ (496,634)	\$ 32,011
Fund Balance - Beginning	\$ 1,178,252		\$ 1,186,277	
Fund Balance - Ending	\$ 649,608		\$ 689,643	

(1) Bonds Series 2024 are under Capitalized Interest until 11/1/25, Assessments Start in FY26

Rivers Edge III
Community Development District
Debt Service Fund Series 2025
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Proposed	Prorated Budget	Actual	
	Budget	Thru 08/31/25	Thru 08/31/25	Variance
Revenues:				
Special Assessment ⁽¹⁾	\$ -	\$ -	\$ -	\$ -
Bond Proceeds	-	-	1,147,950	1,147,950
Interest Income	-	-	5,614	5,614
Total Revenues	\$ -	\$ -	\$ 1,153,564	\$ 1,153,564
Expenditures:				
Interest - 11/1	\$ -	\$ -	\$ -	\$ -
Interest - 5/1	-	-	-	-
Principal - 5/1	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 1,153,564	\$ 1,153,564
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 1,153,564	\$ 1,153,564
Fund Balance - Beginning	\$ 1,178,252		\$ -	
Fund Balance - Ending	\$ 1,178,252		\$ 1,153,564	

(1) Bonds Series 2025 are under Capitalized Interest until 11/1/26, Assessments Start in FY27

Rivers Edge III
Community Development District
Statement of Revenues and Expenditures

Capital Projects Funds

For The Period Ending August 31, 2025

Description	SE 2021	SE 2024	SE 2025	Total
<u>Revenues</u>				
<i><u>Interest Income:</u></i>				
Construction	\$ 18	\$ 965	\$ 40,867	\$ 41,850
Cost of Issuance	-	118	110	228
Developer Contributions	-	2,352,364	-	2,352,364
Bond Proceeds	-	-	8,967,050	8,967,050
Transfer In	-	-	-	-
Total Revenues	\$ 18	\$ 2,353,446	\$ 9,008,027	\$ 11,361,491
<u>Expenditures</u>				
Capital Outlay	\$ -	\$ 2,352,364	\$ 8,561,874	\$ 10,914,237
Cost of Issuance	-	-	199,209	199,209
Underwriter's Discount	-	-	202,300	202,300
Transfer Out	-	-	-	-
Total Expenditures	\$ -	\$ 2,352,364	\$ 8,963,383	\$ 11,315,746
Excess Revenues (Expenditures)	\$ 18	\$ 1,083	\$ 44,644	\$ 45,745
Fund Balance - Beginning	\$ (4,917)	\$ 26,371	\$ -	\$ 21,455
Fund Balance - Ending	\$ (4,899)	\$ 27,454	\$ 44,644	\$ 67,199

Rivers Edge III
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2025

	Adopted Budget	Prorated Budget Thru 08/31/25	Actual Thru 08/31/25	Variance
Revenues				
Capital Reserve Funding	\$ 200,000	\$ -	\$ -	\$ -
Developer Contributions	-	-	114,016	114,016
Interest	100	92	-	(92)
Total Revenues	\$ 200,100	\$ 92	\$ 114,016	\$ 113,924
Expenditures:				
Repair and Replacements	\$ 5,000	\$ 4,583	\$ -	\$ 4,583
Capital Outlay	-	-	114,016	(114,016)
Bank Fee	-	-	186	(186)
Total Expenditures	\$ 5,000	\$ 4,583	\$ 114,202	\$ (109,619)
Excess (Deficiency) of Revenues over Expenditures	\$ 195,100	\$ (4,492)	\$ (186)	\$ 223,543
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ (25,000)	\$ (25,000)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (25,000)	\$ (25,000)
Net Change in Fund Balance	\$ 195,100		\$ (25,186)	
Fund Balance - Beginning	\$ 46,016		\$ 29,992	
Fund Balance - Ending	\$ 241,116		\$ 4,806	

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	\$	275,384	
Reserve Fund Balance		275,384	
Bonds outstanding - 4/23/2021	\$	9,880,000	
Less: May 1, 2022 (Mandatory)		(200,000)	
Less: May 1, 2023 (Mandatory)		(205,000)	
Less: May 1, 2024 (Mandatory)		(210,000)	
Less: February 1, 2025 (Prepayment)		(65,000)	
Less: May 1, 2025 (Mandatory)		(215,000)	
Less: May 1, 2025 (Prepayment)		(5,000)	
Current Bonds Outstanding	\$	8,980,000	

Series 2024, Capital Improvement Revenue Bonds			
Interest Rate:	4.87% - 5.95%		
Maturity Date:	5/1/2055		
Reserve Fund Definition	50% of Maximum Annual Debt at Issuance		
Reserve Fund Requirement	\$	347,759	
Reserve Fund Balance		347,759	
Bonds outstanding - 5/17/2024	\$	9,815,000	
Current Bonds Outstanding	\$	9,815,000	

Series 2025, Capital Improvement Revenue Bonds			
Interest Rate:	4.27% - 6.00%		
Maturity Date:	5/1/2056		
Reserve Fund Definition	50% of Maximum Annual Debt at Issuance		
Reserve Fund Requirement	\$	359,483	
Reserve Fund Balance		359,483	
Bonds outstanding - 6/20/2025	\$	10,115,000	
Current Bonds Outstanding	\$	10,115,000	

RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF FISCAL YEAR 2025 ASSESSMENTS

		ASSESSED		
ASSESSED TO	# UNITS	SERIES 2021 DEBT INVOICED NET	FY25 O&M	TOTAL NVOICED NET
MATTAMY	318	-	76,160.00	76,160.00
TOTAL DIRECT BILLS	318	-	76,160.00	76,160.00
NET REVENUE TAX ROLL	570	550,581.30	918,137.74	1,468,719.05
TOTAL REVENUE	888	550,581.30	994,297.74	1,544,879.05

RECEIVED			
SERIES 2021 DEBT PAID	O&M PAID	TOTAL PAID	BALANCE DUE / (DISCOUNTS NOT TAKEN)
-	76,160.00	76,160.00	-
-	-	-	-
-	76,160.00	76,160.00	-
553,191.50	922,490.47	1,475,681.97	(6,962.92)
553,191.50	998,650.47	1,551,841.97	(6,962.92)

DIRECT BILL PERCENT COLLECTED	0.00%	100.00%	100.00%
TAX ROLL PERCENT COLLECTED	100.47%	100.47%	100.47%
TOTAL PERCENT COLLECTED	100.47%	100.44%	100.45%

(1) Bulk land owners are on a payment plan for undeveloped land. Debt service assessments – 50% due December 1, 2024, 25% due February 1, 2025 and 25% due May 1, 2025. Operations and maintenance assessments – 50% on October 31, 2024, 25% on November 30, 2024 and 25% on December 31, 2024

SUMMARY OF TAX ROLL RECEIPTS				
ST JOHNS COUNT DIST.	DATE	SERIES 2021 DEBT	O&M	TOTAL AMOUNT
1	11/5/2024	231.45	385.95	617.40
2	11/15/2024	18,094.40	30,173.85	48,268.25
3	11/20/2024	11,429.82	19,060.13	30,489.95
4	12/6/2024	29,996.25	50,021.10	80,017.35
5	12/19/2024	190,398.03	317,503.74	507,901.77
6	1/9/2025	277,698.55	463,084.24	740,782.79
INTEREST	1/13/2025	1,185.69	1,977.23	3,162.92
7	2/20/2025	18,389.48	30,665.90	49,055.38
8	4/8/2025	3,399.69	5,669.26	9,068.95
INTEREST	4/20/2025	585.74	976.78	1,562.52
TAX CERTIFICATES	6/13/2025	904.37	1,508.11	2,412.48
9	7/10/2025	878.03	1,464.18	2,342.21
		-	-	
		-	-	
		-	-	
		-	-	
TOTAL TAX ROLL RECEIPTS		553,191.50	922,490.47	1,475,681.97

C.

Rivers Edge III

Community Development District

Check Run Summary

August 31, 2025

Fund	Date	Check No.	Amount
General Fund			
	8/7/25	938-947	\$ 37,378.99
	8/8/25	948	308,929.80
	8/21/25	949	35,738.54
Total			\$ 382,047.33

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	EXPENSED TO.... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT	#
8/07/25	00075	7/21/25 28979507	202507 320-57200-60000 REBOOT/RECONNECT COMCAST	ATLANTIC HOME TECHNOLOGIES INC	*	219.00	219.00	000938
8/07/25	00066	5/02/25 INV-DINO	202505 320-57200-49400 6/16 DINO PACKAGE #3 1HR	ERICA WILLIE	*	1,638.00	1,638.00	000939
8/07/25	00043	7/30/25 45921	202507 320-57200-34520 FIRE SYSTEM INSPECTION	DYNAMIC SECURITY PROFESSIONALS INC	*	510.00	510.00	000940
8/07/25	00036	8/01/25 PSI18963	202508 320-57200-46800 AUG LAKE MAINTENANCE	SOLITUDE LAKE MANAGEMENT LLC	*	2,601.00	2,601.00	000941
8/07/25	00029	7/24/25 1141	202507 320-57200-60000 ELECTRIC DOOR OPENER	TMT ELECTRIC LLC	*	425.00	425.00	000942
8/07/25	00035	7/31/25 427934	202507 330-53800-34000 JUL BILLABLE MILEAGE 1/3	VESTA PROPERTY SERVICES INC	*	122.91	122.91	000943
8/07/25	00035	8/01/25 427674	202508 330-53800-34400 AUG GEN MANAGEMENT SRVCS		*	3,899.42		
		8/01/25 427674	202508 320-57200-44000 AUG FIELD OPS		*	3,286.50		
		8/01/25 427674	202508 330-53800-34300 AUG LIFESTYLE SRVCS		*	3,610.75		
		8/01/25 427674	202508 330-53800-34100 AUG AMEN MANAGEMENT SRVCS		*	2,469.33		
		8/01/25 427674	202508 330-53800-34600 AUG FACILITY MAINT SRVCS		*	8,593.58		
		8/01/25 427674	202508 330-53800-45300 AUG JANITORIAL SERVICES		*	2,739.58		
		8/01/25 427674	202508 330-53800-34400 AUG FACILITY ATTENDANT	VESTA PROPERTY SERVICES INC	*	7,143.17	31,742.33	000944
8/07/25	00046	7/24/25 25572680	202507 320-57200-60000 JANITORIAL SERVICES	W.B. MASON CO, INC	*	5.49	5.49	000945
8/07/25	00046	7/24/25 25574065	202507 320-57200-60000 JANITORIAL SERVICES	W.B. MASON CO, INC	*	17.58	17.58	000946

RE3C RV ED III OKUZMUK

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
8/07/25	00046	7/31/25 25587375	202507 320-57200-60000	JANITORIAL SERVICES	*	97.68	
				W.B. MASON CO, INC			97.68 000947
8/08/25	00048	7/09/25 CFR 13	202508 300-13100-10000	APPL PMNT 12/SR 13	*	308,929.80	
				BURNHAM CONSTRUCTION INC			308,929.80 000948
8/21/25	00054	7/21/25 CFR 14	202508 300-13100-10000	INV 01248801-11 SR 13 RNB	*	35,738.54	
				NICNEVOL ENGINEERING SERVICES, INC.			35,738.54 000949
TOTAL FOR BANK A						382,047.33	
TOTAL FOR REGISTER						382,047.33	



FIVE SMOOTH
STONES

SMART HOME SOLUTIONS

INVOICE

Atlantic Home Technologies

5269 Hood Road Jacksonville, FL 32257

DATE: 7/21/2025

INVOICE #: 289795071

Bill To:

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

SHIP TO

RIVERS EDGE CDD III
100 GRAND VERDE
SAINT JOHNS, FL 32259

PAYMENT TERMS

NET 30

DESCRIPTION

AMOUNT

Payment for 100 GRAND VERDE

\$219.00

Internet is down in the building.

Rebooted and reconnected Comcast

Balance Due:

\$219.00

Make all checks payable to Atlantic Home Technologies. Thank you for your business!
Atlantic Home Technologies

Approved RECDD 3
Submitted to A/P 08-01-25
By Richard Losco
Richard Losco





Invoice

Dino Track Adventures

915 N. Woodbridge Hollow Rd.
Jacksonville, FL 32218
US

Bill to

Kimberly Fatuch
Rivers Edge CDD III

Invoice number INV-DINO-1088**Invoice date** May 2, 2025**Due date** June 16, 2025

Total **\$1,638.00**

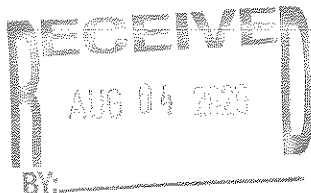
PRODUCTS & SERVICES	QTY	UNIT PRICE	AMOUNT
Dino (Large and Small) Package #3 Appearances by Taco and Vivo (1hour/30 mins each)	3	\$784.00	\$2,352.00

Subtotal	\$2,352.00
Special Event (1 hour discount)	(\$784.00)
mileage fee	\$70.00
Total	\$1,638.00

Check was processed and mailed out on 05/27/25 with check #796.
Reissue another check.
TP 08/04/25

Approved CDD III
Submitted to AP on 5.5.25
by Kimberly Fatuch

Kimberly Fatuch



Dynamic Security Professionals, Inc.

Invoice

P.O. Box 23861
Jacksonville, FL 32241
EF0001108

Date	Invoice #
7/30/2025	45921

Bill To
Rivers Edge CDD III 1175 West Town Place Suite 114 St. Augustine, FL 32092

Location
RiverLodge Amenity and Airnasium 100/110 Grand Verde Drive St. Johns, Florida 32259

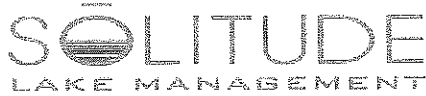
P.O. No.	Terms
	Due on receipt

Quantity	Description	Rate	Amount
3	Technician Performed Annual Fire System Inspection and Test for The Fitness Building System	85.00	255.00T
3	Technician Performed Annual Fire System Inspection and Test for The Airnasium System	85.00	255.00T

Thank you for your business.	Subtotal	\$510.00
	Sales Tax (7.5%)	\$38.25
	Total	\$548.25
	Payments/Credits	\$0.00
	Balance Due	\$548.25

RECEIVED
JUL 30 2025
BY: _____

Approved RECDD 3
Submitted to A/P 07-30-25
By Richard Losco
Richard Losco



Please Remit Payment to:

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

INVOICE

Page: 1

Invoice Number: PSI189636
Invoice Date: 8/1/2025

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

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

Ship Via
Ship Date 8/1/2025
Due Date 8/31/2025
Terms Net 30

Customer ID 20143
P.O. Number
P.O. Date 8/1/2025
Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	2,601.00	2,601.00
August Billing					
8/1/2025 - 8/31/2025					
Rivers Edge CDD III Pond II					
Rivers Edge CDD III Pond PP					
Rivers Edge CDD III Pond QQ					
Rivers Edge CDD III Pond RR					
Rivers Edge CDD III Pond VV					
Rivers Edge CDD III Pond YY					
Rivers Edge CDD III Pond ZZ					
Rivers Edge CDD III Pond AAA					
Rivers Edge CDD III Pond BBB					
Rivers Edge CDD III Pond CCC					
Rivers Edge CDD III Pond DDD					
Rivers Edge CDD III Pond EEE					
Rivers Edge CDD III Pond FFF					
Rivers Edge CDD III Pond 87					
Rivers Edge CDD III Pond 88					
Rivers Edge CDD III Pond 89					
Rivers Edge CDD III Pond 80					
Rivers Edge CDD III Pond 81					
Rivers Edge CDD III Pond 82					
Rivers Edge CDD III Pond 83					
Rivers Edge CDD III Pond 84					
Rivers Edge CDD III Pond 85					
Rivers Edge CDD III Pond 86					
Rivers Edge CDD III Pond 90					
Rivers Edge CDD III Pond 92					
Rivers Edge CDD III Pond 93					



Please Remit Payment to:

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

INVOICE

Page: 2

Invoice Number: PSI189636
Invoice Date: 8/1/2025

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

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

Ship Via		Customer ID	20143
Ship Date	8/1/2025	P.O. Number	
Due Date	8/31/2025	P.O. Date	8/1/2025
Terms	Net 30	Our Order No.	

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Rivers Edge CDD III Pond 94					
Rivers Edge CDD III Pond 95					
Rivers Edge CDD III Pond 91					
Rivers Edge CDD III Pond 96					



Approved RECDD 3
Submitted to AP 8.4.2025
By Kevin McKendree

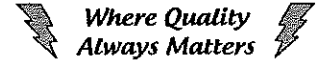
Kevin McKendree

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 2,601.00

Subtotal:	2,601.00
Invoice Discount:	0.00
Total Sales Tax	0.00
Payment Amount:	0.00
Total:	2,601.00

TMT Electric, LLC

290 Circle Dr S
Saint Augustine, FL 32084 US
(904) 315-1248
tmtelectricllc@gmail.com

TMT ELECTRIC**904-789-0193*****Veteran Owned*****INVOICE**

BILL TO
Rivers Edge CDD3
475 West Town Plaza
Suite 114
Saint Augustine, Florida
32092

INVOICE 1141
DATE 07/24/2025
TERMS Net 30
DUE DATE 08/23/2025

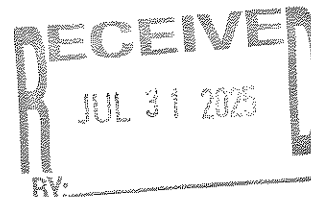
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services	Installed new conduit and wire for new electric door opener in storage building at the Riverlodge.		425.00	425.00

Please make check payable to TMT Electric LLC.

SUBTOTAL	425.00
TAX	0.00
TOTAL	425.00
BALANCE DUE	\$425.00

Approved RECDD 3
Submitted to AP 7.31.25
By Kevin McKendree

Kevin McKendree





Invoice

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

Invoice # 427934
Date 07/31/2025

Terms Net 30
Due Date 08/30/2025
Memo Billable Mileage split

Bill To

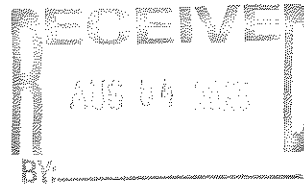
Rivers Edge CDD III
c/o GMS LLC
475 West Town Place, Suite 114
St. Augustine FL 32092

Description	Quantity	Rate	Amount
Billable Mileage split in 3	1	122.91	122.91

Total 122.91

Corbin deNagy

8/4/2025



Vesta Mileage Report

Name: Kevin McKendree

Month

Jul-25

Date	Purpose	Location (From)	Destination (To)	Billable Miles	Community Billed To:	Non-billable Miles	Mileage
7/1	Daily mileage	Rivertown	Rivertown	37.9	Riversedge CDD		37.9
7/2	Daily mileage	Rivertown	Rivertown	33.3	iversedge CDD		33.3
7/3	Daily mileage	Rivertown	Rivertown	64.9	iversedge CDD		64.9
7/7	Daily mileage	Rivertown	Rivertown	54.9	Riversedge CDD		54.9
7/8	Daily mileage	Rivertown	Rivertown	37.4	iversedge CDD		37.4
7/9	Daily mileage	Rivertown	Rivertown	26.4	iversedge CDD		26.4
7/10	Daily mileage	Rivertown	Rivertown	38.9	iversedge CDD		38.9
7/11	Daily mileage	Rivertown	Rivertown	21.3	iversedge CDD		21.3
7/14	Daily mileage	Rivertown	Rivertown	58	iversedge CDD		58
7/15	Daily mileage	Rivertown	Rivertown	44.3	iversedge CDD		44.3
7/16	Daily mileage	Rivertown	Rivertown	29.2	iversedge CDD		29.2
7/17	Daily mileage	Rivertown	Rivertown	27.7	iversedge CDD		27.7
7/18	Daily mileage	Rivertown	Rivertown	18.7	iversedge CDD		18.7
7/28	Daily mileage	Rivertown	Rivertown	62.3	iversedge CDD		62.3
7/29	Daily mileage	Rivertown	Rivertown	47.1	iversedge CDD		47.1
7/30	Daily mileage	Rivertown	Rivertown	38.8	iversedge CDD		38.8
7/31	Daily mileage	Rivertown	Rivertown	29.3	iversedge CDD		29.3
						Total Mileage	670
						Reimbursement Rate	\$0.550
						Total Reimbursement	\$368.72
						Date Submitted in Paycom	7/31/25

\$122.91



Invoice

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

Invoice # 427674
Date 08/01/2025

Terms Net 30
Due Date 08/31/2025
Memo Rivers Edge CDDIII

Bill To

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

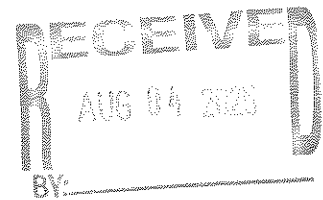
Description	Quantity	Rate	Amount
General management services	1	3,899.42	3,899.42
Field Ops	1	3,286.50	3,286.50
Lifestyle services	1	3,610.75	3,610.75
Amenity management services	1	2,469.33	2,469.33
Facility maintenance services	1	8,593.58	8,593.58
Janitorial services	1	2,739.58	2,739.58
Facility Attendant	1	7,143.17	7,143.17

Thank you for your business.

Total 31,742.33

Corbin deNagy

8/4/2025





Address Service Requested
888-WB-MASON www.wbmason.com

Invoice Number	255726800
Customer Number	C3189841
Invoice Date	07/24/2025
Due Date	08/23/2025
Order Date	07/04/2025
Order Number	S154147396
Order Method	WEB

Delivery Address
Rivers Edge CDD 3
100 Grand Verde Drive
Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

Sign up for Paperless Invoicing at wbmason.com/paperless. Your Registration Code: 5638918228

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ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
WRMPP400A	PUSHPIN.400/PK.AST	1	PK	5.49	5.49

SUBTOTAL:	5.49
TAX & BOTTLE DEPOSITS TOTAL:	0.00
ORDER TOTAL:	5.49
Total Due:	5.49

To ensure proper credit, please detach and return below portion with your payment

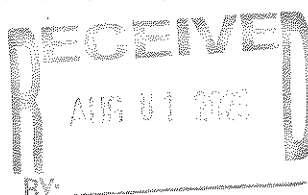


W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

Approved RECDD 3
Submitted to A/P 08-01-25
By Richard Losco

Richard Losco

RIVERS EDGE CDD 3
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649



Remittance Section

Customer Number	C3189841
Invoice Number	255726800
Invoice Date	07/24/2025
Terms	Net 30
Total Due	5.49

PLEASE REFERENCE INVOICE NUMBER WHEN
MAKING PAYMENT. PAY ON OUR WEBSITE OR
SEND PAYMENT TO:

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

C31A9A4125572680025572680000000000005493

PM



W.B. MASON CO., INC.
59 Centre St
Brockton, MA 02301

Address Service Requested
888-WB-MASON www.wbmason.com

Invoice Number	255740655
Customer Number	C3189841
Invoice Date	07/24/2025
Due Date	08/23/2025
Order Date	07/23/2025
Order Number	S154608008
Order Method	WEB

RIVERS EDGE CDD 3
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649

Delivery Address
Rivers Edge CDD 3
100 Grand Verde Drive
Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

Important Messages

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ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
CGW35001CT	CRYSTAL GEYSER WATER,ALPINE,SPRG,35BTL	2	CT	8.79	17.58

SUBTOTAL: 17.58
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 17.58
Total Due: 17.58

To ensure proper credit, please detach and return below portion with your payment

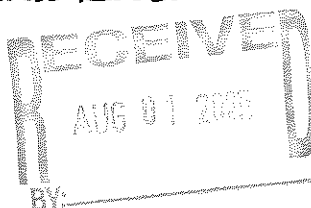


W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

Approved RECDD 3
Submitted to A/P 08-01-25
By Richard Losco

Richard Losco

RIVERS EDGE CDD 3
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649



Remittance Section	
Customer Number	C3189841
Invoice Number	255740655
Invoice Date	07/24/2025
Terms	Net 30
Total Due	17.58

PLEASE REFERENCE INVOICE NUMBER WHEN
MAKING PAYMENT. PAY ON OUR WEBSITE OR
SEND PAYMENT TO:

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

C31898412557406552557406550000000017584



W.B.MASON CO., INC.
59 Centre St
Brockton, MA 02301

Address Service Requested
888-WB-MASON www.wbmason.com

PM

Invoice Number	255873759
Customer Number	C3189841
Invoice Date	07/31/2025
Due Date	08/30/2025
Order Date	07/29/2025
Order Number	S154743203
Order Method	WEB

RIVERS EDGE CDD 3
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649

Delivery Address
Rivers Edge CDD 3
100 Grand Verde Drive
Saint Johns FL 32259

W.B. Mason Federal ID #: 04-2455641

Important Messages

Sign up for Paperless Invoicing at wbmason.com/paperless. Your Registration Code: 5638918228

Looking for an easier way to see and pay bills?

Visit WWW.WBMASON.COM/ACCOUNTSTATEMENT.aspx to access your account, go paperless, review invoices and account statements, and link your checking account or credit card to make fast secure payments.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
MRCP200N	TOWEL,MFOLD,16PK/250,NTTN, 16PK/CT	1	CT	24.99	24.99
NWLVGPCPFGM	VINYL GP POWDER FREE GLOVES - MEDIUM	3	BX	5.99	17.97
FRS3WDS60CME	URINAL SCREEN,THE WAVE,CUC MELON,10/BX	2	BX	27.36	54.72

SUBTOTAL: 97.68
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 97.68
Total Due: 97.68

To ensure proper credit, please detach and return below portion with your payment

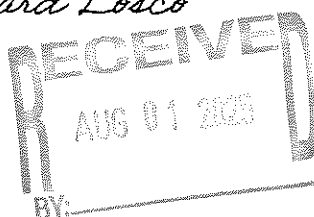


W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

Approved RECDD 3
Submitted to A/P 08-01-25
By Richard Losco

Richard Losco

RIVERS EDGE CDD 3
475 W TOWN PL STE 114
SAINT AUGUSTINE FL 32092-3649



Remittance Section	
Customer Number	C3189841
Invoice Number	255873759
Invoice Date	07/31/2025
Terms	Net 30
Total Due	97.68

PLEASE REFERENCE INVOICE NUMBER WHEN
MAKING PAYMENT. PAY ON OUR WEBSITE OR
SEND PAYMENT TO:

W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

C31898412558737592558737590000000097688

Rivers Edge III CDD
Community Development District

*Construction Funding Request #13
July 9, 2025

PAYEE

FY 2025

Burnham Construction, Inc.
Application for Payment 12 (June 2025) SR 13 Roundabout

48

308,929.80

TOTAL \$ **308,929.80**

1,300,131.1000

Signed by:
D.J. Smith
Signature: 24407AD545A048E
Chairman/Vice Chairman

Signed by:
Corbin deNagy
Signature: 9B8075B768B646B
Secretary/Asst. Secretary

*Construction Funding Agreement Between Rivers Edge III CDD and Mattamy Jacksonville, LLC from 6/1/2024 for the SR 13 Roundabout

1,300,131.1000

Rivers Edge III CDD
Community Development District

*Construction Funding Request #14
July 21, 2025

PAYEE	FY 2025
NicNevo! Engineering Services, inc. Invoice #01248801-11 (6/1/25 thru 6/30/25) SR 13 Roundabout	54 35,738.54
TOTAL	\$ 35,738.54

Signed by:
D.J. Smith
Signature: 21407AD64EAD48E
Chairman/Vice Chairman

Signed by:
Corbin deNagy
Signature: 888873870986488
Secretary/Asst. Secretary

* Construction Funding Agreement Between Rivers Edge III CDD and Mattamy Jacksonville, LLC from 6/1/2024 for the SR 13 Roundabout

FIFTH ORDER OF BUSINESS

Prepared By and Return to:

Lauren Gentry, Esq.
KILINSKI | VAN WYK PLLC
517 East College Avenue
Tallahassee, Florida 32301

AMENDMENT
TO TRI-PARTY INTERLOCAL AND COST-SHARE AGREEMENT

THIS Amendment (this “Amendment”) is made as of September __, 2025, by **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, FL 32092 (“District III”), and is consented to by **RIVERS EDGE 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, FL 32092 (“District I”); **RIVERS EDGE II 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, FL 32092 (“District II” and together with District I and District III, the “Districts”); and **MATTAMY JACKSONVILLE, LLC**, a foreign limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando FL 32811 (“Mattamy” and together with the Districts, the “Parties”).

WHEREAS, on November 1, 2019, District I, District II, and Mattamy entered into that certain *Tri-Party Interlocal and Cost-Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities*, recorded at Book 4832, Pages 854 et seq., of the Official Records of St. Johns County, Florida (“Agreement”), attached as **Exhibit E** hereto; and

WHEREAS, the Agreement preceded the creation of District III and provided that Mattamy was at the time of execution of the Agreement the landowner of the lands on which District III was anticipated to be established, and was anticipated to fund the costs associated with the future district until such time as District III was established; and

WHEREAS, District III was established effective March 5, 2020, by the Board of County Commissioners of St. Johns County, Florida, by Ordinance No. 2020-7; and

WHEREAS, the Agreement provides that the Parties agree to extend the same rights, obligations, and responsibilities held by Mattamy Jacksonville, LLC, to District III once established and upon acceptance of the Agreement by the District III Board of Supervisors; and

WHEREAS, the Parties now wish to amend the Agreement to include the amenity facilities and additional improvements of District III.

NOW, THEREFORE, for and in consideration of the agreements herein set forth, the receipt and sufficiency of which are hereby acknowledged, the parties declare as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms that are not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

2. **Acceptance of Agreement.** District III hereby accepts the Agreement and agrees to assume the rights, obligations, and responsibilities originally imposed upon or granted to Mattamy Jacksonville, LLC, as outlined in the Agreement.

3. **Amendment.**

- A. Exhibit A of the Agreement, Offsite Improvements, is hereby amended as shown at **Exhibit A** attached hereto.
- B. Exhibit B of the Agreement, Amenities Facilities, is hereby amended to include the River Lodge amenity facility and other District III recreational facilities as shown at **Exhibit B** attached hereto.
- C. Composite Exhibit C of the Agreement, Additional Improvements, is hereby amended to include the Additional Improvements of District III as shown at **Composite Exhibit C** attached hereto.
- D. Composite Exhibit D of the Agreement, Methodology for Calculation of Shared Costs, is hereby replaced with the updated Methodology for Calculation of Shared Costs attached as **Composite Exhibit D** attached hereto.

4. **Recording.** This Acknowledgement shall be recorded in the Public Records of St. Johns County, Florida, upon execution by all Parties.

5. **Affirmation of the Agreement.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described herein, nothing herein shall modify the rights and obligations of the parties under the Agreement. All remaining provisions remain in full effect and fully enforceable.

6. **Authorization.** The execution of this Amendment has been duly authorized by the appropriate body or official of the parties, all parties have complied with all the requirements of law, and all Parties have full power and authority to comply with the terms and provisions of this Amendment.

7. **Execution in Counterparts.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established pursuant to
Chapter 190, Florida Statutes

Witness Signature

Witness Name Printed

By: _____
Ahmed “Mac” McIntyre
Chairperson, Board of Supervisors

Witness Signature

Witness Name Printed

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2025, by Ahmed “Mac” McIntyre, as Chairperson of the
Board of Supervisors of the Rivers Edge Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established pursuant to
Chapter 190, Florida Statutes

Witness Signature

Witness Name Printed

By: _____
Print Name: Orville Richard ("D.J.") Smith, III
Chairperson, Board of Supervisors

Witness Signature

Witness Name Printed

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2025, by Orville Richard ("D.J.") Smith, III, as Chairperson
of the Board of Supervisors of the Rivers Edge II Community Development District.

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established pursuant to
Chapter 190, Florida Statutes

Witness Signature

Witness Name Printed

By: _____
Print Name: Orville Richard (“D.J.”) Smith, III
Chairperson, Board of Supervisors

Witness Signature

Witness Name Printed

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2025, by Orville Richard (“D.J.”) Smith, III, as Chairperson
of the Board of Supervisors of the Rivers Edge III Community Development District.

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

Witness Signature

Witness Name Printed

By: _____
Cliff Nelson, its Vice President

Witness Signature

Witness Name Printed

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2025, by Cliff Nelson, as Vice President for
MATTAMY JACKSONVILLE LLC, a Delaware limited liability company.

(Official Notary Signature)

Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[notary seal]

Exhibit A: Offsite Improvements, as amended
Exhibit B: Amenities Facilities, as amended
Composite Exhibit C: Additional Improvements, as amended
Composite Exhibit D: Methodology for Calculation of Shared Costs, as amended
Exhibit E: Agreement

EXHIBIT A

RIVERTOWN

RE CDD, RE II CDD & RE III CDD SHARED OFFSITE IMPROVEMENTS COMPOSITE EXHIBIT A

LEGEND

- Existing Wetland
- Wetland Buffer/Mitigation
- Future Development
- Open Space
- RECDD Boundary
- RE II CDD Boundary
- RE III CDD Boundary
- Shared Offsite Improvements



EXHIBIT B

RIVERTOWN

RE CDD, RE II CDD & RE III CDD AMENITY FACILITIES COMPOSITE EXHIBIT B

LEGEND

 Existing Wetland

 Wetland Buffer/Mitigation

 Future Development

 Open Space

 RECDD Boundary

 RE II CDD Boundary

 RE III CDD Boundary

 Shared Offsite Improvements

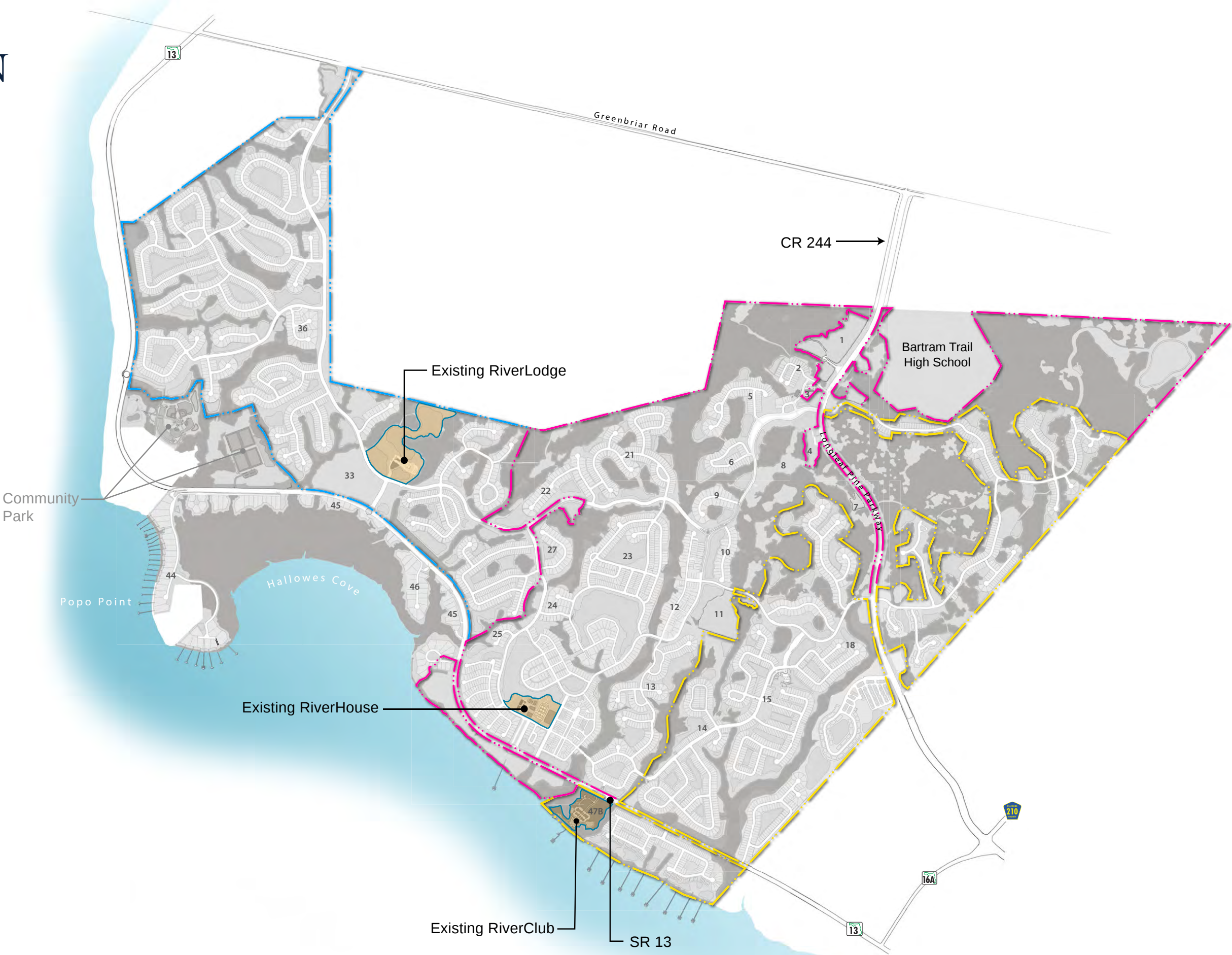


EXHIBIT C

RIVERTOWN

RE CDD, RE II CDD & RE III CDD ADDITIONAL IMPROVEMENTS COMPOSITE EXHIBIT C

LEGEND

 Existing Wetland

 Wetland Buffer/Mitigation

 Future Development

 Open Space

 RECDD Boundary

 RE II CDD Boundary

 RE III CDD Boundary

 Shared Offsite Improvements

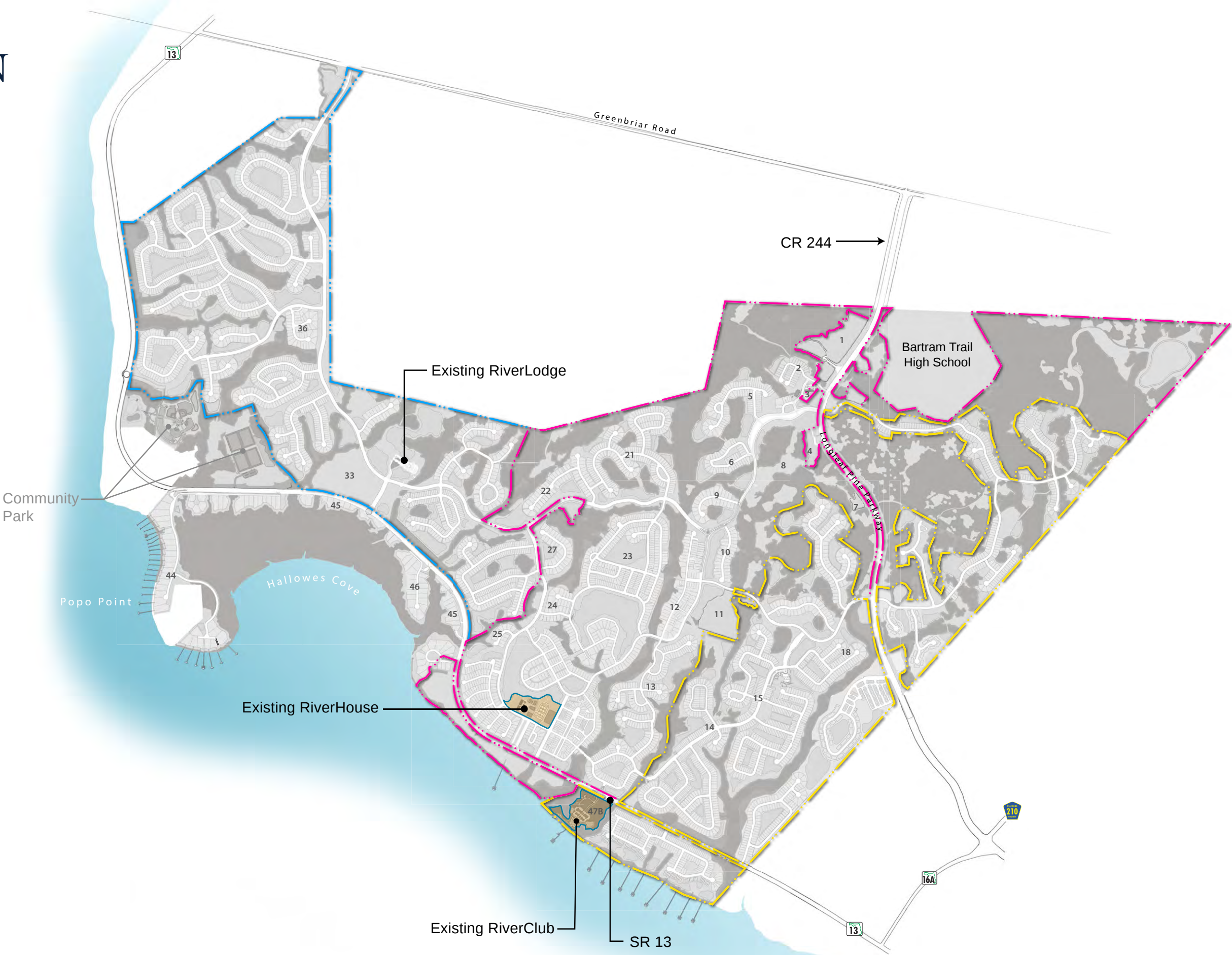


EXHIBIT D

**Rivers Edge I, II, & III
Community Development Districts**

**Cost Sharing Operations and
Maintenance Services Grounds
Maintenance and Amenities Report**

**Updated: September 17, 2025
Original: October 8, 2019**

**Prepared by
Governmental Management Services, LLC**

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1.0 Introduction

1.1 The Districts

The Rivers Edge Community Development District, Rivers Edge II Community Development District, and Rivers Edge III Community Development District (together, the “Districts”, the “Parties” or individual each the “party”) are local units of special-purpose government, created pursuant to Chapter 190, Florida Statutes. The Districts are part of the development known as RiverTown (“RiverTown”). All three special districts serve the residents within RiverTown. The Districts were established for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within RiverTown.

RiverTown is a master-planned community generally located south of Greenbriar Road and north and east of State Road 13. The planned development for the Districts includes a total of approximately 4,500 residential units. Each individual party has its own development program and infrastructure it is anticipated to finance, construct and own/operate. The Districts have entered into a Tri-party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance Services and Providing for the Joint Use of Amenity Facilities (“Interlocal Agreement”) dated October 16, 2019 to share grounds maintenance and amenity operating costs. Each District has their own budget, and each is currently responsible for the costs associated with its infrastructure subject to the cost allocations contained in the Interlocal Agreement.

The parties to the Interlocal Agreement have determined it in their individual and collective best interests to enter into the Interlocal Agreement as community resources are not necessarily bounded by the geographically established areas of each special district boundary. Furthermore, the Parties recognize the cost sharing advantages resulting from economies of scale associated with community development within RiverTown.

1.2 Executive Summary

This Cost Sharing Operations and Maintenance Services – Grounds Maintenance and Amenities Report (“Cost Share Report” or “Report”) is structured to allocate the grounds maintenance and amenity operation and maintenance expenditures for infrastructure within each of the special districts to each of the Parties. The concept of this Cost Share Report is to allocate the costs of grounds maintenance and recreational amenities to the Parties based upon the ratio of equivalent residential units (“ERU”) in each of the Parties boundaries relative to the total ERUs in

RiverTown. Such shared costs are further defined in this Report. The development program for RiverTown and relative ERUs are contained in Exhibit A of this Report.

The exhibits contained in this Report will be updated annually to reflect the changes in budgeted and projected costs that are anticipated to be shared. The sharing of costs does not infer additional responsibilities, ownership or provide for additional rights for any of the Parties that is not explicitly set forth in the Interlocal Agreement, which may be amended from time to time.

2.0 The Operations and Maintenance Expenditures of the Parties

2.1 Grounds Maintenance

Grounds Maintenance costs include the main roadways in and abutting each special district boundary and include not only landscaping costs but also costs for irrigation, reuse water, electric, stormwater management and administration (together “Grounds Maintenance”). The shared grounds maintenance costs for Rivers Edge CDD reflect the current budgeted costs plus future planned costs within that district. Since Rivers Edge II and III are in the process of development, the costs associated with these districts are estimated based upon engineering and staff input and based upon current development plans.

2.2 Amenities

Amenity costs reflect the current budgeted costs for the RiverHouse, RiverClub, and RiverLodge. For Rivers Edge II the costs allocated do not include the costs associated with the café operations and as such no profit or loss from the café will be allocated to Rivers Edge or Rivers Edge III. Any profit or loss from café operations will be solely retained by Rivers Edge II.

3.0 Cost Sharing Allocation

3.1 Structure

The cost for Grounds Maintenance and amenities are grouped together for each party and then allocated based upon the relative ratio of ERUs in each party’s boundary to the total ERUs of RiverTown. As noted above in the executive summary, ERUs have been based upon actual or projected development unit types and benefit.

3.2 Grounds Maintenance Allocation to the Parties

The cost share allocation for the Grounds Maintenance category includes costs for: landscaping, irrigation, reuse water, electric, stormwater and administration. The costs for each party are summarized on Exhibit B and are then allocated to each party based upon the relative ratio of ERUs in each party's boundary to the total ERUs of RiverTown. Once the allocation of Grounds Maintenance category costs is established the amount of cost sharing due to/(from) is determined based upon the allocation of costs relative to the budgeted costs for that particular party.

3.3 Amenity Allocation to the Parties

The cost share allocation for the amenity's category includes the budgeted costs for each party. For Rivers Edge the budgeted costs for the RiverHouse are included less the revenues retained for special events and other revenue (currently community garden and tennis). This is necessary because the costs for special events and other revenue are included in the amenity costs for the RiverHouse. For Rivers Edge II the budgeted costs for the RiverClub are included, less café costs and special event revenues which are treated the same as Rivers Edge. For Rivers Edge III the budgeted costs for the RiverLodge are included, less special event revenues which are treated the same as Rivers Edge. The methodology for the allocation of amenity costs is contained in Exhibit C. Once the allocation of amenity costs is established the amount of cost sharing due to/(from) is determined based upon the allocation of amenity costs relative to the budgeted costs for that particular party.

Exhibit A
RiverTown
Development Program

Original Master Plan RiverTown (a)			Rivers Edge CDD		Rivers Edge II CDD		Rivers Edge III CDD		Total Rivers Edge	
Development Products	Total Planned Units	ERU per Unit	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs
Single Family Residential: Front Footage										
30	56	0.62	23	14.26	194	120.28	0	0.00	217	134.54
40	154	0.74	0	0.00	0	0.00	0	0.00	0	0.00
45	0	0.74	512	378.88	397	293.78	595	440.30	1,504	1112.96
50	521	0.87	0	0.00	0	0.00	0	0.00	0	0.00
55	0	0.87	490	426.30	429	373.23	325	282.75	1,244	1082.28
60	1,092	1.00	0	0.00	0	0.00	0	0.00	0	0.00
65	0	1.00	194	194.00	0	0.00	426	426.00	620	620.00
70	938	1.20	218	261.60	65	78.00	179	214.80	462	554.40
80	452	1.33	81	107.73	50	66.50	0	0.00	131	174.23
90	232	1.47	0	0.00	0	0.00	0	0.00	0	0.00
100	166	1.66	0	0.00	0	0.00	0	0.00	0	0.00
Custom Lots	209	1.66	0	0.00	0	0.00	0	0.00	0	0.00
Apartments	215	0.95	0	0.00	0	0.00	0	0.00	0	0.00
Condos	96	0.60	0	0.00	0	0.00	0	0.00	0	0.00
Townhomes	369	0.62	0	0.00	349	216.38	0	0.00	349	216.38
Villas	0	0.85	0	0.00	0	0.00	0	0.00	0	0.00
Total Residential:	4,500		1,518	1,382.77	1,484	1,148.17	1,525	1,363.85	4,527	3,894.79
Office	100,000	.18/1,000								
Retail	300,000	.25/1,000								
Commercial	100,000	.10/1,000								
Churches	2	2/Church								

Total

(a) Historical Reference

	Total ERUs	% ERUs
Rivers Edge CDD	1,382.77	35.50%
Rivers Edge II CDD	1,148.17	29.48%
Rivers Edge III CDD	1,363.85	35.02%
Total	3,894.79	100.00%

EXHIBIT B

Rivers Edge CDDs -- Cost Share of Grounds Maintenance Build Out Allocation for FY2026 Budget

		FY2026 Proposed <u>Budget</u>
Rivers Edge		
	Grounds Maintenance	\$2,000,000 Projected
	Landscaping, Lake Maintenance, Irrigation	
Rivers Edge 2		
	Grounds Maintenance	\$900,000 Projected
	Landscaping, Lake Maintenance, Irrigation	
Rivers Edge 3		
	Grounds Maintenance	\$1,850,000 Projected
	Landscaping, Lake Maintenance, Irrigation	
Total CDD Cost		<u><u>\$4,750,000</u></u>

Allocation of Grounds Maintenance Costs				
	<u>Total ERUs</u>	<u>% ERUs</u>	<u>Allocated Cost</u>	Due to/(From)
Rivers Edge	1,382.77	35.50%	1,686,395.80	313,604.20
Rivers Edge 2	1,148.17	29.48%	1,400,282.81	(500,282.81)
Rivers Edge 3	1,363.85	35.02%	1,663,321.39	186,678.61
Total	3,894.79	100.00%	4,750,000.00	(0.00)

EXHIBIT C

Rivers Edge CDDs -- Cost Share of Amenities FY2026 Budget

		FY 2026 Proposed Budget
Rivers Edge		
	Amenity Center Budget - RiverHouse	\$1,061,228
	Special Events/Other Revenue	<u>-\$42,500</u>
	Net Amenity Costs RiverHouse	<u>\$1,018,728</u>
Rivers Edge 2		
	Amenity Center Budget - RiverClub (excl. Café)	\$754,268
	Special Events/Other Revenue	<u>-\$3,500</u>
	Net Amenity Costs RiverClub	<u>\$750,768</u>
Rivers Edge 3		
	Amenity Center Budget - RiverLodge	\$786,262
	Special Events/Other Revenue	<u>-\$1,000</u>
	Net Amenity Costs RiverLodge	<u>\$785,262</u>
	Total CDD Cost	<u><u>\$2,554,758</u></u>

Allocation of Amenities Costs

	<u>Total ERUs</u>	<u>% ERUs</u>	<u>Allocated Cost</u>	<u>Due to/(From)</u>
Rivers Edge	1,382.77	35.50%	907,017.51	111,710.49
Rivers Edge 2	1,148.17	29.48%	753,133.41	(2,365.41)
Rivers Edge 3	1,363.85	35.02%	894,607.08	(109,345.08)
Total	3,894.79	100.00%	2,554,758.00	(0.00)

EXHIBIT E

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

(This space reserved for Clerk)

Jennifer Kilinski, Esq.
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**TRI-PARTY INTERLOCAL AND COST SHARE AGREEMENT REGARDING
SHARED IMPROVEMENT OPERATION AND MAINTENANCE SERVICES AND
PROVIDING FOR THE JOINT USE OF AMENITY FACILITIES**

THIS AGREEMENT is made and entered into this 1st day of November 2019, by and
between:

RIVERS EDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of
special-purpose government established pursuant to Chapter 190, *Florida Statutes*,
being situated in St. Johns County, Florida ("Rivers Edge"); and

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT, a local unit
of special-purpose government established pursuant to Chapter 190, *Florida
Statutes*, being situated in St. Johns County, Florida ("Rivers Edge II" and together
with Rivers Edge, the "Districts"); and

MATTAMY JACKSONVILLE, LLC, a foreign limited liability company
("Mattamy", and together with the Districts, the "Parties"), and landowner of
certain lands that are anticipated in the future to become Rivers Edge III
Community Development District ("Rivers Edge III") as more particularly
described herein.

RECITALS

WHEREAS, the Districts are local units of special purpose government each located entirely
within St. Johns County, Florida; and

WHEREAS, the Districts were established pursuant to Chapter 190, *Florida Statutes*, for the
purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure,
including roadway improvements, stormwater facilities and facilities for parks and recreational,
cultural and educational uses; and

WHEREAS, the Districts are located within the RiverTown Development of Regional
Impact ("DRI"), which DRI requires the provision of certain offsite and onsite roadway
improvements, supporting stormwater facility improvements and recreational improvements,
which may be jointly satisfied by the Districts and together comprise the development known as
"RiverTown"; and

WHEREAS, even though the properties within Rivers Edge and Rivers Edge II are subject to community development districts that are separate legal subdivisions of the State of Florida, the parties hereto have committed to working together by setting an example of collaborative leadership focused on excellence and making a pledge to work in partnership with each other and with the residents to plan for the future of the community as a whole; and

WHEREAS, Mattamy is the majority landowner within the Districts and also landowner of lands on which it is anticipated Rivers Edge III will be established, which property and special district is anticipated to participate in, and benefit from, the Improvements (hereinafter defined) and is anticipated to construct further improvements that will become shared Improvements and will share in the costs associated therewith as more particularly described herein; and

WHEREAS, Mattamy is anticipated to fund the costs associated with the future Rivers Edge III until establishment of such special district, at which time this Agreement is anticipated to be amended to include said district as more particularly described herein; and

WHEREAS, the Parties together benefit from certain roadway improvements and surface water management system improvements located within and outside the boundaries of the Districts, including but not limited to, certain State Road 13 roundabouts, County Road 244 landscape maintenance and certain surface water management system improvements that support County Road 244, County Road 223 and State Road 13, as more particularly identified in **Exhibit A**, attached hereto and incorporated herein by reference (the "Offsite Improvements"); and

WHEREAS, the Parties each independently own, or are anticipated to independently own, certain recreational facilities and related improvements within each of their respective boundaries, which include for Rivers Edge the River House with related improvements and for Rivers Edge II, the River Club and related improvements (the "Amenity Facilities") and identified in **Exhibit B**, attached hereto and incorporated herein by reference; and

WHEREAS, the Parties each independently own certain other improvements that include landscaping, irrigation, pocket parks and stormwater facilities within their respective boundaries, as more particularly described in **Composite Exhibit C**, attached hereto and incorporated herein by reference ("Additional Improvements", and together with the Offsite Improvements and the Amenity Facilities, hereinafter, the "Improvements"); and

WHEREAS, the Parties hereby agree that due to economy of scale and other considerations, the funding for operation, management and maintenance of the Improvements shall be shared based on the attached methodology, and said costs shall be allocated according thereto, which methodology is attached hereto as **Composite Exhibit D**, and incorporated herein by this reference, which may change from time to time as the development plan may change ("Cost Share"); and

WHEREAS, Chapter 190 and section 163.01, Florida Statutes, as amended (the "Interlocal Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and to thereby provide services and facilities in a manner and pursuant to forms of governmental organization

that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, under the Interlocal Cooperation Act, the Districts may enter into an interlocal agreement in order to, among other things, provide for the operation, maintenance, repair and replacement of the Improvements, and ensure that all landowners within the Districts shall have continued use of the Improvements; and

WHEREAS, the Districts wish to enter into an agreement to jointly exercise their statutory powers in a cost-effective, equitable and rational manner; and

WHEREAS, the Districts and Mattamy hereby desire to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **RECITALS.** The Recitals state above are hereby confirmed by the Parties as true and correct and are hereby incorporated herein by reference.

2. **RECREATION USAGE RIGHTS AND LIMITATION ON USAGE RIGHTS.**

- A. *Recreation Usage Rights.* Rivers Edge hereby agrees to make available to those persons owning real property and/or residing within Rivers Edge II, as such is defined in law and the Rivers Edge II adopted Amenity Use Policies ("Rivers Edge II Resident Landowners"), the rights to use Amenity Facilities owned by Rivers Edge to the same extent as those persons owning real property and/or residing within Rivers Edge, as such is defined in law and the Rivers Edge adopted Amenity Use Policies ("Rivers Edge Resident Landowners" and together with the Rivers Edge II Resident Landowners, hereinafter together referred to as "Resident Landowners"). Rivers Edge II hereby agrees to make available to Rivers Edge Resident Landowners the rights to use Amenity Facilities owned by Rivers Edge II to the same extent as Rivers Edge II Resident Landowners. All usage shall be subject to the Districts' adopted Amenity Use Policies, including the payment of all relevant use and rental fees and suspension and termination rules.
- B. *Limitation on Usage Rights.* Without the written consent of the other, neither Rivers Edge nor Rivers Edge II shall have the authority to permit or enter into an agreement with another entity expanding these usage rights for the benefit of persons or entities who are not Resident Landowners of either District.
- C. *Annual User Rate Agreement.* The Districts hereby agree that each will adopt one individual Annual User Rate in the amount of \$4,000.00 that allows a nonresident user to access the Amenity Facilities for a one-year period so long as this Agreement is in effect. The Districts may jointly agree

to modify this amount or allow other types of annual user rates. Proceeds from the payment of Annual User Rates shall be allocated on a pro-rata basis in accordance with each party's portion of the Shared Costs as further identified in Section 4 herein and in **Composite Exhibit C**.

- D. *Additional Amenities.* Rivers Edge and Rivers Edge II hereby agree to extend the same rights and responsibilities contained in this Agreement to Rivers Edge III once established and upon acceptance of this Agreement by the Rivers Edge III Board of Supervisors.

3. DISTRICTS' OBLIGATIONS FOR AMENITY FACILITIES.

A. Rivers Edge obligations are as follows:

- (i) *General duties.* Rivers Edge shall be responsible for the management, operation and maintenance of the Improvements and the River House (but not the River Club) on its own or through its selected contractors, in a lawful manner and in accordance with applicable permits, regulations, code and ordinances. However, such responsibility shall not alter the rights, responsibilities and cost allocations as set forth herein.
- (ii) *Inspection.* Rivers Edge II may conduct regular inspections of the Improvements and shall report any irregularities to the Rivers Edge District Manager, or his/her designated representative.
- (iii) *Investigation and Report of Accidents/Claims.* Rivers Edge shall investigate and provide a report to the Rivers Edge II District Manager, or his/her designee, as to all accidents or claims for damage relating to maintenance and operation of the Improvements and the River House and Rivers Edge II shall do the same for the River Club. Such report shall at a minimum include a description of any damage or destruction of property. The Parties, to the extent necessary, shall cooperate and aid one another in making any and all reports required by any insurance company or as required by the other in connection with any accident or claim (including but not limited to claims filed with FEMA). No Party shall file any claims with the other's contractor(s) or insurance company without the prior written consent of the others Board of Supervisors.
- (iv) *Compliance with Bidding Requirements of Florida Law and Payment of Shared Costs of Improvements.* Rivers Edge shall be responsible for procuring bids, and in the event required to do so by law, publicly bidding all work necessary to operate and maintain the Improvements and the River House in compliance with applicable permits, regulations and DRI requirements. Rivers Edge II shall have the same responsibility for the River House and any other Improvements operated and maintained under its authority. Mattamy shall have the same responsibility for any Improvements

operated and maintained under its authority. Rivers Edge II and Mattamy shall provide to Rivers Edge on or before May 15 of each year the anticipated operation, management and maintenance costs associated with the River Club and any other improvements for which it is responsible that make up the Improvements identified hereunder so that such projected costs can be calculated consistent with this Agreement and disseminated to the Parties for budgeting purposes. Rivers Edge shall provide annually on or before June 1 to Rivers Edge II and Mattamy the total amount anticipated for the succeeding fiscal year for operation, management and maintenance of the Improvements, along with the projected Shared Costs, which calculation shall be as set forth in Section 4 herein. Failure to provide the required information by the dates set forth herein may be waived upon a showing of good cause; provided however that the Parties hereby agree the importance of timely submitted information for purposes of compliance with Florida law for budget approval and adoption.

B. Rivers Edge II obligations are as follows:

- (i) *General duties.* Rivers Edge II shall be responsible for the management, operation and maintenance of the River Club on its own or through its selected contractors, in a lawful manner and in accordance with applicable permits, regulations, code and ordinances.
- (ii) *Inspection.* Rivers Edge may conduct regular inspections of the River Club and shall report any irregularities to the Rivers Edge II District Manager, or his/her designated representative.
- (iii) *Compliance with Bidding Requirements of Florida Law and Payment of Shared Costs of Improvements.* Rivers Edge II shall provide to Rivers Edge annually on or before May 15 the total amount anticipated for the succeeding fiscal year for operation and maintenance of the River Club. Rivers Edge II shall be responsible for remittance of its portion of the Shared Costs (as set forth herein) within fifteen (15) days of receiving a timely submitted invoice from Rivers Edge, which amount is anticipated to be billed monthly or more often as may be required to assure cash flow. The appropriate cost shall be as set forth in Section 4 herein.

C. Mattamy obligations are as follows:

- (i) Mattamy hereby agrees that the Improvements, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected in the exhibits hereto to the property owned by Mattamy.
- (ii) Mattamy agrees to make available to the District the monies

necessary for the Shared Costs as called for in each year's adopted budgets by the Districts, which amounts will be determined each year and as may be amended from time to time in each District's sole reasonable discretion, within fifteen (15) days of written request by the District. Amendments to a District's budget adopted by that District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect any District's ability to levy special assessments upon the property within that District, including any property owned by Mattamy, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the Districts' Budgets or otherwise.

- (iii) In the event Mattamy sells or otherwise disposes of its business or of all or substantially all of its assets relating to the Improvements, Mattamy shall continue to be bound by the terms of this Agreement until its obligations under this Agreement are deemed fulfilled as described herein, and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Mattamy may place into escrow an amount equal to the then-unfunded portion of the applicable Shared Costs to fund any budgeted expenses that arise during the remainder of the applicable fiscal year. Upon (1) confirmation of the deposit of said funds into escrow, (2) evidence of an assignment to, and assumption by the purchaser of, this Agreement, and (3) acceptance by the Districts, Mattamy's obligation under this Agreement shall be deemed fulfilled. Mattamy shall give 90 days prior written notice to the Districts under this Agreement of any such sale or disposition.
- (iv) The Parties hereby agree to extend the same rights, obligations and responsibilities contained in this Agreement, including but not limited to this Section, to Rivers Edge III once established and upon acceptance of this Agreement by the Rivers Edge III Board of Supervisors.

4. MAINTENANCE CONTRACTS AND COST SHARING.

- A. Rivers Edge, through its contractor(s), shall be responsible for providing management and maintenance of the Offsite Improvements and the Additional Improvements. The Parties shall each be individually responsible for providing for the operation, management and maintenance of their respective Amenity Facilities, including contracting for such services, but such costs shall be part of the Shared Costs.
- B. Each party shall be responsible for its proportionate share of the costs associated with the operation, management and maintenance of the

Improvements, as well as its proportionate share for funding of capital reserves based on a reserve study report and recommendation to be prepared by the Parties' management, which shall together be considered "Shared Costs" and is as more particularly set forth in Composite Exhibit D. Such Shared Costs shall be calculated based upon consultation with the Parties methodology consultant(s) and engineer(s) and may change from time to time, based on updates to the development plan of the Parties properties. Based upon the current development plan for RiverTown, the calculations are as set forth in the table supporting such calculation in the attached Exhibit D. The Shared Costs percentage and total cost may change from time to time based on market factors affecting cost of labor, capital reserve requirements, delivery of additional infrastructure that is considered an "Improvement" and other factors. The costs anticipated for total operation and maintenance of the Improvements as of the effective date of this Agreement, for purposes of reference only, are as set forth in Exhibit D. Rivers Edge, in its sole and absolute discretion, will provide the selection of contractor(s) for operation and maintenance of the Offsite Improvements, Additional Improvements and the Rivers House, but not the River Club, and will separately invoice Rivers Edge II and Mattamy/Rivers Edge III for their proportionate shares of the Shared Costs. Rivers Edge II, in its sole and absolute discretion, will select its contractor(s) for operation and maintenance of the River Club and such costs shall be considered Shared Costs. It is further anticipated Rivers Edge III will have facilities that also make up "Improvements" which shall be shared in the future and will also be responsible for selecting its contractor(s) for operation and maintenance of its Amenity Facilities.

5. APPROVAL OF SUPPLEMENTAL MAINTENANCE SERVICES. Should any of the Parties desire enhanced or supplemental maintenance services of the Improvements, such Party shall notify the other Parties in advance and in writing, of such request, and the Parties shall work in good faith to determine the appropriate level of enhancement or maintenance services and the appropriate cost share associated therewith, if any, and such agreement shall be as set forth in a separate written instrument that provides the scope of services, compensation and cost share associated therewith. The Parties hereby acknowledge and agree that according to the current development plan for RiverTown community, additional improvements are expected to be added to the "Improvements" category. The addition of such improvements shall be as determined jointly by the Parties engineer(s) and based upon the RiverTown development plan. The calculation of Shared Costs for such additional improvements shall be determined together by each Parties engineer(s) and methodology consultant(s) and shall be subject to the terms and conditions of this Agreement. Mattamy hereby recognizes the methods for determining said calculation and so long as such methodology and calculation is reasonable, hereby agrees to waive any objections, suits, demands or other challenge to the validity of the methodology and costs included in the Shared Costs.

6. DEFAULT; CONFLICT RESOLUTION; TERMINATION.

A. *Default; Cure.* A default by any party under this Interlocal Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the Parties hereto shall give the other Parties written notice of any defaults hereunder and shall allow the defaulting party not less than fourteen (14) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

B. *Joint Meeting.* When requested by a District Board, as evidenced by a vote of such Board, to discuss issues of concern regarding the subject of this Agreement, a "Joint Meeting" shall be called and noticed pursuant to the legal requirements of public meetings. The Parties agree to use good faith negotiation in efforts to resolve any such issues or areas of concern relating to the subject of this Agreement.

C. *Mediation.* In the event the Parties are unable to resolve the issues which are the subject of the Joint Meeting, the Parties shall submit their dispute to mediation. The Parties agree to cooperate in the selection of a mediator, and agree to share equally in mediation expenses, including the fees of the mediator. However, each party shall be responsible for the fees of its counsel. This mediation shall be held within forty-five (45) days of the conclusion of the Joint Meeting. This provision in no way abdicates the responsibilities of each party as set forth in the Agreement.

D. *Mutual Termination.* The Parties shall have the option of terminating this Agreement only by entering into a written Termination Agreement, jointly approved by the Parties which shall be filed with the Clerk of the Circuit Court of St. Johns County, Florida. Recognizing that this Interlocal Agreement is necessary to ensure the continued maintenance of Improvements, including those that are required by various development approvals that service County and State roadways, the Parties agree each will continue to fund the operation and maintenance of the Improvements through and until the final resolution of disagreements hereunder. Mattamy may terminate its obligations under this Agreement upon notifying the Districts of an assignment of its rights and responsibilities under this Agreement, which assignment must be approved, reduced to writing and executed by the Districts and which approval will not be unreasonably withheld, as more particularly set forth in Section 3 herein.

7. **INSURANCE.** During the term of this Agreement, the Parties shall each maintain general liability coverage in an amount sufficient to protect its interests relative to the Improvements. Further, the Parties shall require any contractor retained to perform any of the services or other related work for the Improvements to maintain at the minimum the following insurance coverage throughout the term of this Agreement:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$3,000,000 combined

single limit bodily injury and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- E. Require such contractor(s) to name Rivers Edge and its supervisors, officers, staff, employees, representatives, and assigns and Rivers Edge II and its supervisors, officers, staff, employees, representatives, and assigns, and Mattamy Jacksonville, LLC and its officers, employees, representatives and assigns as additional insureds under the insurance policy.

8. IMMUNITY. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any Party to which such immunity may otherwise apply, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

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

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

12. NOTICES. All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the Districts, as follows:

- A.** If to Rivers Edge: Rivers Edge Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
- With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel
- B.** If to Rivers Edge II: Rivers Edge II Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager
- With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel
- C.** If to Mattamy: Mattamy Jacksonville, LLC
7800 Belfort Parkway, Suite 195,
Jacksonville FL 32256
Attn: _____
- With a copy to: Mattamy Homes US
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: Leslie C. Candes

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any District or other person to whom Notices are to be sent or copied may notify the other Parties, and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties at the addressees set forth herein.

13. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute arising under this Agreement shall be in St. Johns County, Florida.

14. TERM. This Agreement shall become effective as of the date first written above, and shall remain in effect unless terminated in accordance with this Agreement.

15. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by any Party without the prior written consent of the other Parties. Any purported assignment without such approval shall be void. This Agreement may not be assigned, in whole or in part, by Mattamy without the prior written consent of the Districts; however, the Parties acknowledge it is the intent of Mattamy to assign this Agreement to a special district to be established in the future and consent to such assignment shall not be unreasonably withheld by the Districts.

16. BINDING EFFECT; NO THIRD PARTY BENEFICIARIES. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the Parties. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

17. NO VIOLATION OF DISTRICT BOND COVENANTS AND NO IMPACT ON PUBLIC FACILITY STATUS. Nothing contained in this Agreement shall operate to violate any of the Districts' bond covenants. Nothing herein shall be construed to affect the status of either Districts' Amenity Facilities or other of the Improvements as "public" facilities, under the terms and conditions established by the Districts. Nothing herein shall give the Parties the right or ability to amend or revise any operating policy, rule or procedure governing the other District's recreational facilities.

18. ATTORNEY'S FEES. If legal action is brought by any party to enforce any provision of this Agreement, or for the breach hereof, the losing party shall pay the substantially prevailing party's reasonable attorneys' fees and court costs for trial and appellate proceedings as well as for proceedings to determine entitlement to and reasonableness of attorney fees and costs.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement and superseded by its delivery. No provision of this Agreement may be

amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

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

21. **PUBLIC RECORDS.** The Parties understand and agree that all documents of any kind provided to the Districts in connection with this Agreement may be public records and treated as such in accordance with Florida law.

IN WITNESS WHEREOF, the Parties have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

[Signature]
Witness

Ernesto Torres
Print Name

[Signature]
Witness

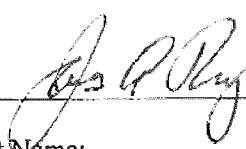
Sarah Sweeting
Print Name

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

[Signature]
By: _____
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF St. Johns

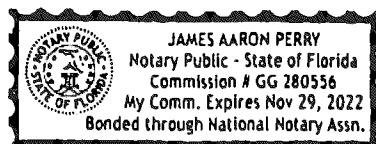
The foregoing instrument was acknowledged before me this 16th day of October, 2019, by JASON SEGIONS, who is personally known to me, and who Did ☒ or Did Not ☐ take an oath.



Print Name: _____
Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____



**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Ernesto J. Torres
Witness

Ernesto Torres
Print Name

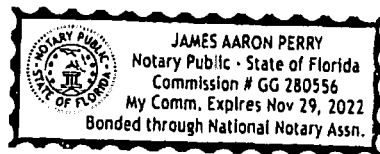
Sarah Sweeting
Witness

Sarah Sweeting
Print Name

[Signature]
By: _____
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 14 day of October 2019, by
Jason Sessions, who is personally known to me, and who Did ☒ or Did Not ☐ take an
oath.



[Signature]
Print Name: _____
Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

Hai Nguyen
 Witness

HAI NGUYEN
 Print Name

Shawn Gonzales
 Witness

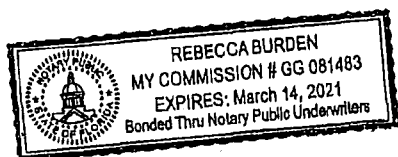
Shawn Gonzales
 Print Name

MATTAMY JACKSONVILLE, LLC

Cliff Nelson
 By: Cliff Nelson
 Its: V.P.

STATE OF FLORIDA
 COUNTY OF Duval

The foregoing instrument was acknowledged before me this 8 day of November, 2019,
 by Cliff Nelson, who is personally known to me, and who Did [] or Did Not ☒ take
 an oath.



R. Burden
 Print Name: Rebecca Burden
 Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

- Exhibit A: Offsite Improvements
- Exhibit B: Amenities Facilities
- Composite Exhibit C: Additional Improvements
- Composite Exhibit D: Methodology for Calculation of Shared Costs

Exhibit A: Offsite Improvements

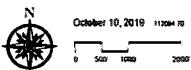
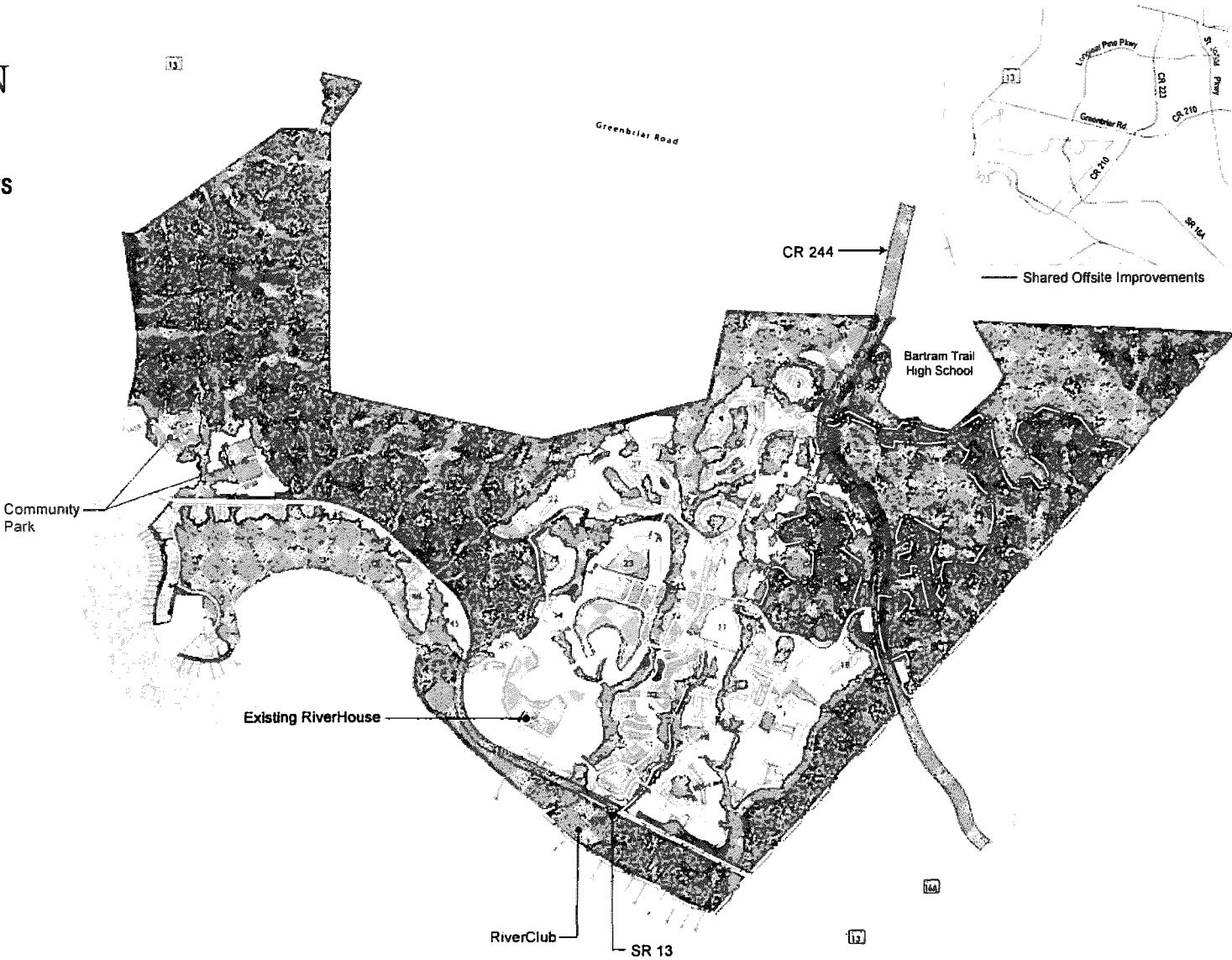
RIVERTOWN

RECDD & REICDD SHARED OFFSITE IMPROVEMENTS

EXHIBIT A

LEGEND

- Existing Wetland
- Wetland Buffer/Mitigation
- Future Development
- Open Space
- RECDD Boundary
- REICDD Boundary
- Shared Offsite Improvements



October 10, 2019 11:29:41 AM

PROSSER

Exhibit B: Amenity Facilities

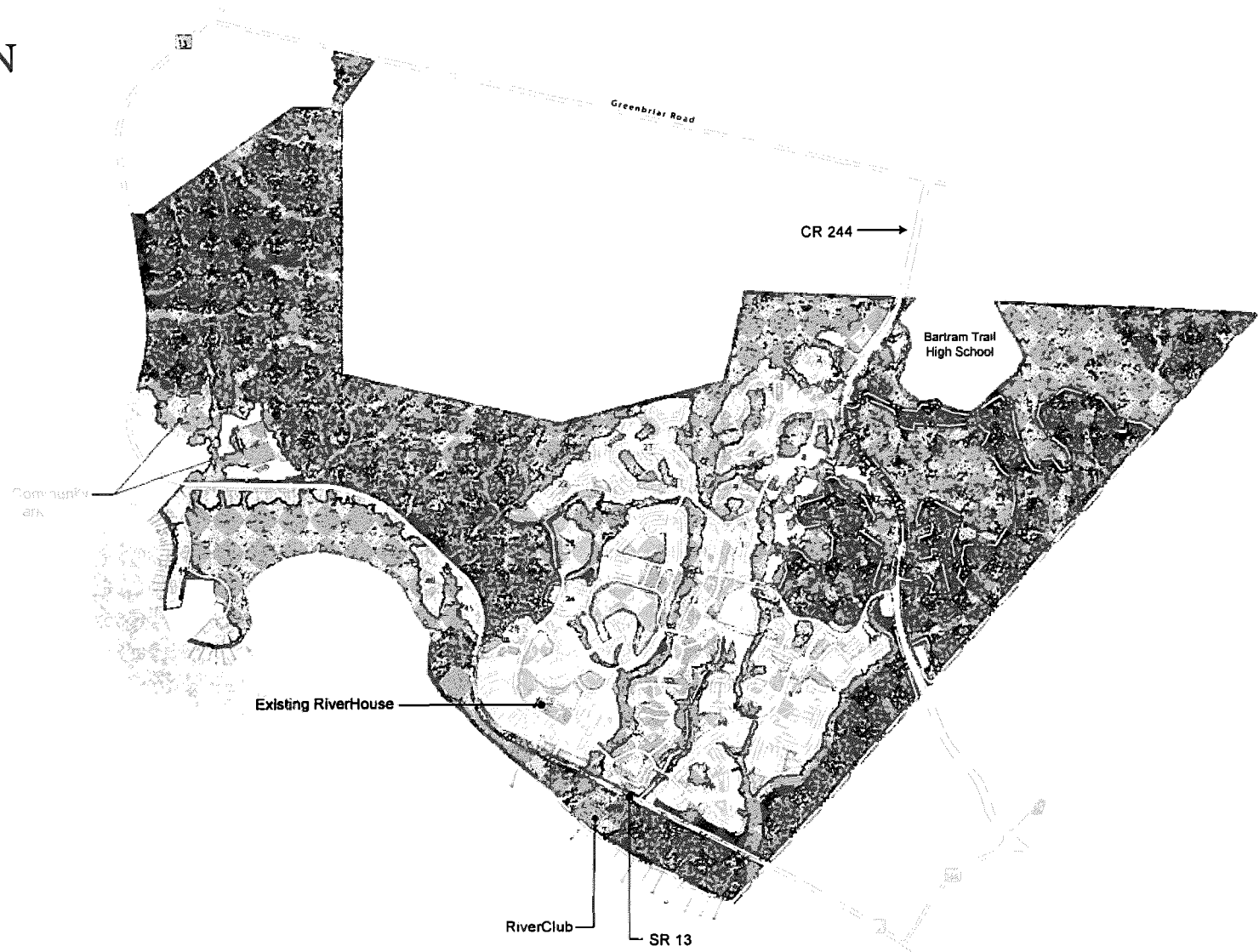
RIVERTOWN

RECDD & REICDD AMENITY FACILITIES

EXHIBIT B

LEGEND

- Existing Wetland
- Wetland Buffer/Mitigation
- Future Development
- Open Space
- RECDD Boundary
- REICDD Boundary



Composite Exhibit C: Additional Improvements

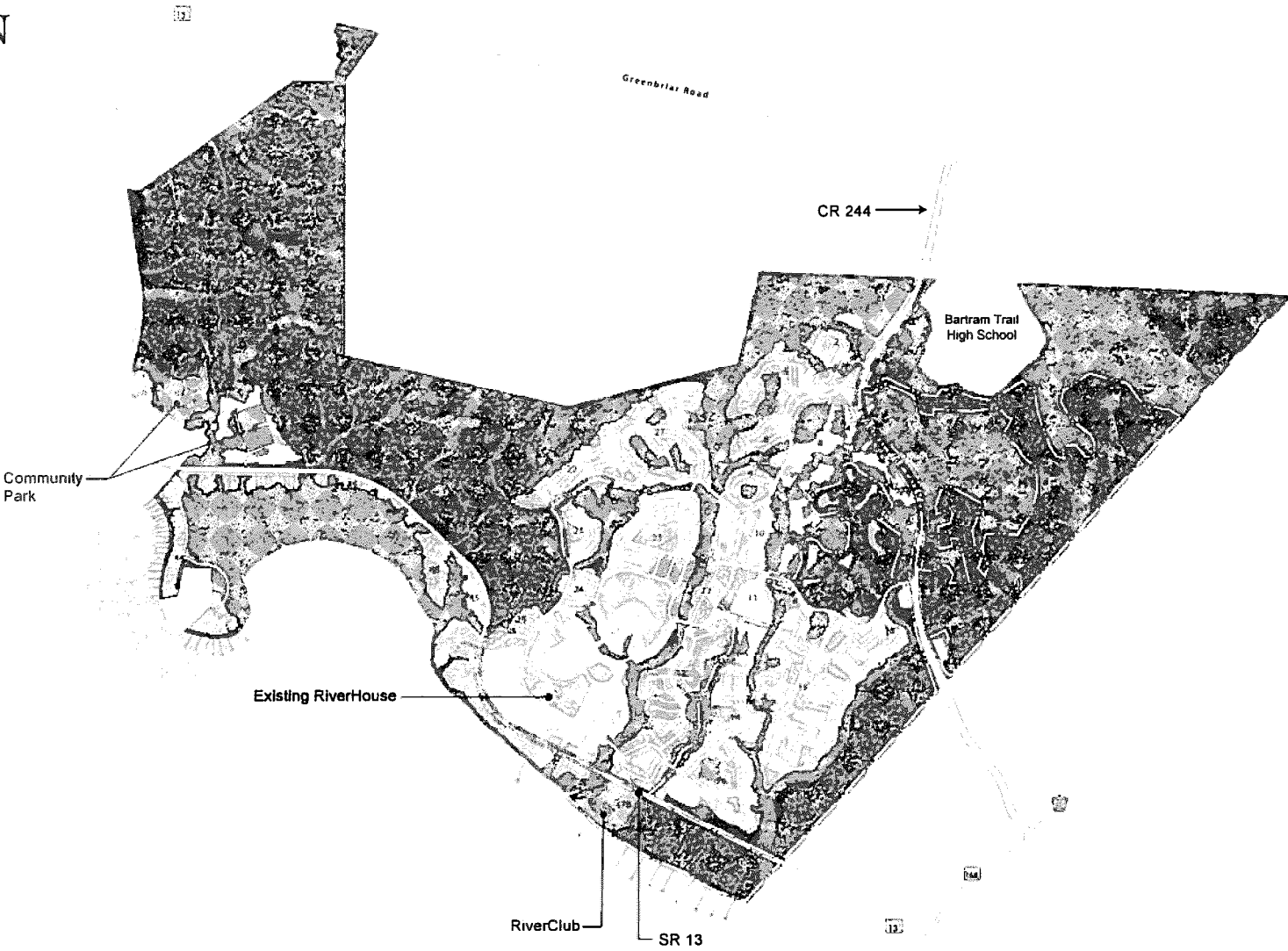
RIVERTOWN

RECDD & REICDD ADDITIONAL IMPROVEMENTS

COMPOSITE EXHIBIT C

LEGEND

- Existing Wetland
- Wetland Buffer/Mitigation
- Future Development
- Open Space
- RECDD Boundary
- REICDD Boundary
- Ponds
- Parks/Landscaping



Composite Exhibit D: Methodology for Calculation of Shared Costs

Rivers Edge I, II & III (a) Community Development Districts

Cost Sharing Operations and Maintenance Services Landscaping and Amenities Report

October 8, 2019

Prepared by

Governmental Management Services, LLC

(a) In process of formation with St Johns County

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1.0 Introduction

1.1 The Districts

The Rivers Edge Community Development District and Rivers Edge II Community Development Districts (together, the "Districts") are local units of special-purpose government, created pursuant to Chapter 190, Florida Statutes. The Districts are part of the development known as RiverTown ("RiverTown"). A third community development district is planned, and the establishment petition filed with St. Johns County as of the date of this report, which is anticipated to be known as the Rivers Edge III Community Development District ("Rivers Edge III CDD", and with the Districts, the "Parties" or individual each the "party"). All three special districts will serve the residents within RiverTown. The Districts were established for the propose of, among other things, financing and managing the acquisition, construction, maintenance and operation of public infrastructure necessary for development to occur within RiverTown; likewise, Rivers Edge III is expected to be establish for the same purposes.

RiverTown is a master-planned community generally located south of Greenbriar Road and north and east of State Road 13. The planned development for the Districts and Rivers Edge III includes a total of approximately 5,039 residential units. Each individual party has its own development program and infrastructure it is anticipated to finance, construction and own/operate. The Districts and Mattamy Jacksonville, LLC (as 100% landowner of the lands anticipated to be established as Rivers Edge III) have entered into an Tri-party Interlocal and Cost Share Agreement Regarding Shared Improvement Operation and Maintenance services and Providing for the Joint Use of Amenity Facilities ("Interlocal Agreement") dated October 16 ,2019 to share landscape, stormwater and amenity operating costs. After Rivers Edge III CDD

establishment, it is anticipated it will replace Mattamy Jacksonville, LLC as a party to the interlocal agreement. Each District has their own budget and each is currently responsible for the costs associated with its infrastructure subject to the cost allocations contained in the Interlocal Agreement.

The parties to the Interlocal Agreement have determined it in their individual and collective best interests to enter into the Interlocal Agreement as community resources are not necessarily bounded by the geographically established areas of each special district boundary. Furthermore, the Parties recognize the cost sharing advantages resulting from economies of scale associated with community development within RiverTown.

1.2 Executive Summary

This Cost Sharing Operations and Maintenance Services – Landscaping and Amenities Report ("Cost Share Report" or "Report") is structured to allocate the landscaping, stormwater and amenity operation and maintenance expenditures for infrastructure within each of the special districts to each of the Parties. The concept of this Cost Share Report is to allocate the costs of master/community landscaping, irrigation, stormwater and recreational amenities to the Parties based upon the ratio of equivalent residential units ("ERU") in each of the Parties boundaries relative to the total ERU's in RiverTown. Such shared costs are further defined in this Report. The development program for RiverTown and relative ERU's are contained in **Exhibit A** of this Report.

The exhibits contained in this Report will be updated annually to reflect the changes in budgeted and projected costs that are anticipated to be shared. The sharing of costs does not infer additional responsibilities, ownership or provide for additional rights for any of the Parties that is not explicitly set forth in the Interlocal Agreement, which may be amended from time to time.

2.0 The Operations and Maintenance Expenditures of the Parties

2.1 Landscaping/Irrigation/Stormwater

Landscaping costs have been structured into "master" and "additional landscaping" categories. The master landscaping category costs include the main roadways in and abutting each special district boundary and include not only landscaping costs but also costs for irrigation, reuse water, electric, stormwater management and administration. The "additional landscaping" category costs include neighborhood landscaping areas and also include costs for irrigation, reuse water, electric, stormwater and administration. The shared landscaping costs for Rivers Edge CDD reflect the current budgeted costs plus future planned costs within that district. Since Rivers Edge II and III are in the process of development, the landscaping costs associated with these districts are estimated based upon engineering and staff input and based upon current development plans.

2.2 Amenities

Amenity costs reflect the current budgeted costs for the RiverHouse and RiverClub along with a budget estimated for the Rivers Edge CDD III planned amenities. For Rivers Edge II the costs allocated do not include the costs associated with the café operations and as such no profit or loss from the café will be allocated to Rivers Edge or Rivers Edge III. Any profit or loss from café operations will be solely retained by Rivers Edge II.

3.0 Cost sharing Allocation

3.1 Structure

The cost for landscaping/irrigation/stormwater and amenities are grouped together for each party and then allocated based upon the relative ratio of ERUs in each party's boundary to the total ERUs of RiverTown. As noted above in the executive summary, ERU's have been based upon actual or projected development unit types and benefit.

3.2 Landscaping/Irrigation/Stormwater Allocation to the Parties

The cost share allocation for the landscaping category includes costs for: landscaping, irrigation, reuse water, electric, stormwater and administration. The costs for each party are summarized on **Exhibit B** and are then allocated to

each party based upon the relative ratio of ERUs in each party's boundary to the total ERUs of RiverTown. Once the allocation of landscaping category costs is established the amount of cost sharing due to/(from) is determined based upon the allocation of costs relative to the budgeted costs for that particular party.

3.3 Amenity Allocation to the Parties

The cost share allocation for the amenity's category includes the budgeted costs for each party. For Rivers Edge the budgeted costs for the RiverHouse are included less the revenues retained for special events. This is necessary because the costs for special events are included in the amenity costs for the RiverHouse. For Rivers Edge II the budgeted costs for the RiverClub are included, less café costs and special event revenues which are treated the same as Rivers Edge. A few additional adjustments are made to Rivers Edge II to reflect costs that have already been allocated or should not be reflected for cost sharing. For Rivers Edge III the projected budgeted costs for amenities is included in the cost share allocation. The methodology for the allocation of amenity costs is contained in **Exhibit C** and as such contains the adjustments described above. Once the allocation of amenity costs is established the amount of cost sharing due to/ (from) is determined based upon the allocation of amenity costs relative to the budgeted costs for that particular party.

EXHIBIT A

RiverTown
Development Program

Original Master Plan RiverTown (a)			Rivers Edge CDD			Rivers Edge II CDD				Rivers Edge III CDD		Total Rivers Edge	
Development Products	Total Planned Units	ERU per Unit	Total ERUs	No. of Units Planned	Planned Units to be Planned	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs	Total Planned Units	Total ERUs
Single Family Residential: Front Footage													
30	56	0.62	34.72	23	0	23	14.26	172	106.84	0	0	195	120.9
40	154	0.74	113.96	57	154	211	156.14	0	0.00	987	730.38	1,198	886.52
45	0	0.74	0		338	338	250.12	407	301.18	0	0	745	551.3
50	521	0.87	453.27	184	39	223	194.01	0	0.00	556	483.72	779	677.73
55	0	0.87	0	0	256	256	222.72	359	312.33	0	0	615	535.03
60	1,092	1	1092	81	116	197	197.00	0	0.00	167	167	364	364
65	0	1	0	0	2	2	2.00	0	0.00	0	0	2	2
70	938	1.2	1125.6	103	102	205	246.00	75	90.00	59	70.8	339	406.8
80	452	1.33	601.16	21	57	78	103.74	41	54.53	19	25.27	138	183.54
90	232	1.47	341.04	0	0	0	0.00	0	0.00	0	0	0	0
100	166	1.66	275.56	0	0	0	0.00	0	0.00	0	0	0	0
Custom Lots	269	1.66	346.94	0	0	0	0.00	0	0.00	0	0	0	0
Apartments	215	0.95	204.25	0	0	0	0.00	0	0.00	0	0	0	0
Condos	96	0.6	57.6	0	0	0	0.00	0	0.00	0	0	0	0
Townhomes	389	0.62	228.78	0	0	0	0.00	864	411.68	0	0	864	411.68
Villas	0	0.85	0	0	0	0	0.00	0	0	0	0	0	0
Total Residential:	4,500		4,875	469	1,064	1,533	1,385.99	1,718	1,276.36	1,788	1,477.17	5,039	4,139.52
Office	100,000	18/1,000	18										
Retail	300,000	25/1,000	75										
Commercial	100,000	10/1,000	10										
Churches	2	2/Church	4										
Total			4,982										

(a) Historical Reference

	Total ERUs	% ERUs
Rivers Edge CDD	1,385.99	33.48%
Rivers Edge II CDD	1,276.36	30.83%
Rivers Edge III CDD	1,477.17	35.68%
Total	4,139.52	100.00%

EXHIBIT B

Rivers Edge CDD I, II & III Cost Share of Landscaping/Irrigation
and Stormwater (a)
FY 2020 Budget

COSTS REDUCED BY 20% FROM CURRENT ESTIMATES

	FY 2020 Proposed Budget
Rivers Edge I:	
Landscaping Master	\$770,270
Additional Landscaping	\$955,440
Total	<u>\$1,725,710</u>
Rivers Edge II:	
Landscaping Master	\$129,289
Additional Landscaping	\$602,712
Total	<u>\$732,001</u>
Rivers Edge III:	
Landscaping Master	\$238,445
Additional Landscaping	\$747,036
Total	<u>\$985,481</u>
Total CDD 1,2,3	<u>\$3,443,191</u>

(a) Assumes establishment of Rivers Edge III- Mattamy of Jacksonville, LLC as responsible for Rivers Edge III cost share.

Allocation of Landscaping Costs REI, II & III

	Total ERUs	% ERUs	Cost Share RE, RE2 & 3	Amounts Due to/(From)
Rivers Edge CDD	1,385.99	33.48%	\$1,152,846	\$572,884
Rivers Edge 2 CDD	1,276.36	30.83%	\$1,061,657	-\$329,856
Rivers Edge 3 CDD	1,477.17	35.68%	\$1,228,688	-\$243,207
Total	<u>4,139.52</u>	<u>100.00%</u>	<u>\$3,443,191</u>	<u>\$0</u>

EXHIBIT C

Rivers Edge CDD I, I & III Cost Share of Amenities FY 2020 Budget
--

	FY 2020 Adopted Budget	
Rivers Edge :		
Amenity Center Budget - Riverhouse	\$785,302	
Special events - revenue	<u>-\$7,000</u>	To recognize revenues retained by CDD
	<u>\$778,302</u>	
Rivers Edge II:		
Total Field Operations- Budget	\$1,339,675	
Less Adjustments:		
Cost Share - landscaping	-\$471,820	To adjust for cost share
Cost Share - amenities	-\$13,847	To adjust for cost share
Landscape Maintenance	-\$156,295	To reduce allocation since these costs are included in cost share
landscape replacements	-\$500	To reduce allocation since these costs are included in cost share
Field Operations mgmt	-\$31,673	To reduce allocation since these costs are included in cost share
Café costs	-\$218,690	Adjust for costs to be borne solely by RE II
Special events - revenue	<u>-\$7,000</u>	To recognize revenues retained by CDD
Net Amenity Costs River Club	<u>\$439,850</u>	
Total Amenity Costs RE 1 & 2	<u>\$1,218,152</u>	
Rivers Edge III - Estimated Amenity Costs	\$300,000	
Total Amenity Costs RE,I & III	<u>\$1,518,152</u>	

Allocation of Current and Future Amenity Costs RE 1,2 & 3

	Total ERUs	% ERUs	Cost Share RE, RE2 & 3	Amounts Due (From) / To Cost Share RE, RE2 & 3
Rivers Edge CDD	1,385.99	33.48%	\$508,306	\$269,996
Rivers Edge 2 CDD	1,276.36	30.83%	\$468,100	-\$28,250
Rivers Edge 3 CDD	1,477.17	35.68%	\$541,746	-\$241,746
Total	<u>4,139.52</u>	<u>100.00%</u>	<u>\$1,518,152</u>	<u>\$0</u>

SIXTH ORDER OF BUSINESS

RIVERS EDGE III CDD

**Acquisition of Rivertown Forest
(Parcel 39 Phases 1 & 2)**

**Improvements and Work Product
October 2025**

ACQUISTION LETTER

October 15, 2025

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

RE: Acquisition of Rivertown Forest (Parcel 39) Phases 1 & 2 Improvements and Work Product

Dear Mr. deNagy:

Mattamy Jacksonville LLC has completed and wishes to sell to the District completed drainage and landscaping improvements for Rivertown Forest (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, 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 understanding that there are currently no funds available for reimbursement of construction costs, but that if funds should become available in the future, Mattamy may be reimbursed for all or a portion of the costs of constructing the Improvements and completing the Work Product. The actual cost of constructing the Improvements and completing the Work Product is \$_____.

Notwithstanding anything to the contrary herein, to the extent any amounts remain to be paid to contractors or professionals performing the work, 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

Enclosure

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All of the following located on the real property identified below:

Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, SWMF-1, SWMF-2, SWMF-5, SWMF-6, SWMF-7, C-1, C-2, and LB as identified on the Plat titled "Rivertown Forest (Parcel 39) Phase 1," recorded at Book 128, Pages 177 et seq., of the Official Records of St. Johns County, Florida.

Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, and O-9, SWMF-3, SWMF-4, and C, as identified on the Plat titled "Rivertown Forest (Parcel 39) Phase 2," recorded at Book 129, Pages 91 et seq. of the Official Records of St. Johns County, Florida.

Drainage/Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities.

Landscaping/Irrigation - All plants, trees, timber, shrubbery, and other landscaping and plantings, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components now a part of the property constructed in and for the District.

Hardscaping – All signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements.

Conservation/Parks/Recreation/Other - All conservation open spaces, parks, recreational spaces, trails and related improvements.

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.

**AFFIDAVIT REGARDING COSTS PAID
ACQUISITION OF RIVERTOWN FOREST (PARCEL 39) PHASE 1 & 2
IMPROVEMENTS AND WORK PRODUCT**

STATE OF FLORIDA
COUNTY OF _____

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

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Cliff Nelson and I am employed by the Developer as **Vice President**. I have authority to make this affidavit on behalf of the Developer.
3. Developer is the primary owner and/or developer of certain lands within the Rivers Edge III Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Master Improvement Plan Report*, dated June 5, 2020, among other applicable reports related to specific 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. The Developer has expended at least \$_____ to construct the improvements identified at **Exhibit A**. Copies of invoices related to this work are on file and Developer agrees to produce same to the District upon request.
6. 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.
7. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this _____ day of October 2025.

MATTAMY JACKSONVILLE LLC, a Delaware
limited liability company

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

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

By: Cliff Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical
presence or ☐ online notarization this _____ day of October 2025, by Cliff Nelson, Vice President
of Mattamy Jacksonville LLC, who ☐ is personally known to me or ☐ produced
_____ as identification.

(NOTARY SEAL)

Notary Public Signature

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

**DISTRICT ENGINEER'S CERTIFICATE
ACQUISITION OF RIVERTOWN FOREST (PARCEL 39) PHASES 1 & 2
IMPROVEMENTS AND WORK PRODUCT**

October __, 2025

Board of Supervisors
Rivers Edge III Community Development District

Re: Rivers Edge III Community Development District (St. Johns County, Florida)
Acquisition of Rivertown Forest (Parcel 39) Phases 1 & 2 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 [Rivertown Forest (Parcel 39) Phases 1 & 2 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 ("**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 its intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.

5. The value of the improvements is at least \$ _____.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and the Work Product.

FURTHER AFFIANT SAYETH NOT.

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of October 2025, by Ryan P. Stilwell, P.E. of Prosser, Inc. who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

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

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

**RIVERTOWN FOREST (PARCEL 39) PHASES 1 & 2
IMPROVEMENTS AND WORK PRODUCT**

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of October 2025, by Clifford Nelson, Vice President of **MATTAMY JACKSONVILLE LLC**, with offices located at 4901 Vineland Road, Suite 450, Orlando, FL 32811 (“Developer”), in favor of the **RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT** (“District”), a local unit of special-purpose government situated in St. Johns County, Florida, with offices located at c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

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

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

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

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

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

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

including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements or Work Product. Notwithstanding the foregoing, to the extent any amounts remain to be paid to contractors or professionals performing the work, Developer agrees to timely make payment for all such amounts and to ensure that no liens are placed on the property.

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

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

ATTEST

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

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

[print name]

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

[print name]

By: Cliff Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of October 2025, by Cliff Nelson of Mattamy Jacksonville LLC who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

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

EXHIBIT A
[DESCRIPTION OF IMPROVEMENTS AND WORK PRODUCT]

CONTRACTOR ACKNOWLEDGEMENT AND RELEASE ACQUISITION OF IMPROVEMENTS

THIS RELEASE is made to be effective as of the ____ day of October 2025, 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 _____, 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 improvements related to the construction of Rivertown Forest (**“Improvements”**); and

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

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

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

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

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

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

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

SECTION 5. CERTIFICATE OF PAYMENT. Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor hereby confirms there remain no other liens or outstanding amounts due related to the Improvements 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. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer for the Improvements identified in **Exhibit A**, except for the retainage amounts withheld pursuant to the Contract, for which the Developer is responsible for paying.

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

BURNHAM CONSTRUCTION, INC.

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of October, 2025, by _____ of **BURNHAM CONSTRUCTION, INC.**, who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

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

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

RIVERTOWN FOREST (PARCEL 39) PHASES 1 & 2 IMPROVEMENTS AND WORK PRODUCT

THIS RELEASE is made the ____ day of October 2025, 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 for Rivertown Forest as described in **Exhibit A**, for Mattamy Jacksonville, LLC (“**Developer**”) as owner and developer of lands within the District (“**Work Product**”); and

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

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

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

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

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

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

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

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

ATTEST

PROSSER, INC.

By: _____

By: Ryan Stilwell

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of October 2025, by Ryan Stilwell of **Prosser Inc.**, who ☐ is personally known to me or ☐ who has produced _____ as identification, and ☐ did or ☐ did not take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit A: Description of Improvements and Work Product

EXHIBIT A: Description of Improvements and Work Product

**DEVELOPER BILL OF SALE & ASSIGNMENT
RIVERTOWN FOREST (PARCEL 39) PHASES 1 & 2
IMPROVEMENTS AND WORK PRODUCT**

This *Developer Bill of Sale & Assignment (Drainage Improvements and Work Product)* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ____ day of October 2025, 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:** [to be added]
2. **Work Product:** All of the right, title, interest and benefit of Grantor, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, “**Work Product**”); and
3. All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the Improvements and the Work Product (“**Warranty and Indemnity Rights**”), which Warranty and Indemnity Rights are being assigned on a non-exclusive basis to be held jointly with Grantor (provided however that the Grantor and Grantee May independently exercise such rights);

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

This instrument is subject to the following provisions:

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

such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.

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

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

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

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

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

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

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

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its name this ____ day of October 2025.

MATTAMY JACKSONVILLE LLC, a Delaware limited liability company

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

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

By: Cliff Nelson
Its: Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of *(check one)* ☐ physical presence or ☐ online notarization this ____ day of October 2025, by Cliff Nelson, as Vice President of Mattamy Jacksonville LLC, a limited liability company, on behalf of the company, *(check one)* ☐ who is personally known to me or ☐ who has produced a _____ as identification.

(Affix Notary Seal)

Notary Public, State of Florida
My Commission Expires:

This instrument was prepared by:

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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this ____ day of October 2025, 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:

Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, SWMF-1, SWMF-2, SWMF-5, SWMF-6, SWMF-7, C-1, C-2, and LB as identified on the Plat titled “Rivertown Forest (Parcel 39) Phase 1,” recorded at Book 128, Pages 177 et seq., of the Official Records of St. Johns County, Florida; and

Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, and O-9, SWMF-3, SWMF-4, and C, as identified on the Plat titled “Rivertown Forest (Parcel 39) Phase 2,” recorded at Book 129, Pages 91 et seq. of the Official Records of St. Johns County, Florida; 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:

Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, SWMF-1, SWMF-2, SWMF-5, SWMF-6, SWMF-7, C-1, C-2, and LB as identified on the Plat titled “Rivertown Forest (Parcel 39) Phase 1,” recorded at Book 128, Pages 177 et seq., of the Official Records of St. Johns County, Florida.

Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, and O-9, SWMF-3, SWMF-4, and C, as identified on the Plat titled “Rivertown Forest (Parcel 39) Phase 2,” recorded at Book 129, Pages 91 et seq. of the Official Records of St. Johns County, Florida.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

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

By: _____
Name: _____
Address: _____

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

By: _____
Name: _____
Address: _____

By: Cliff Nelson
Its: Vice President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of October 2025, by Cliff Nelson as Vice President of Calben (Florida) Corporation, on behalf of Mattamy Jacksonville, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

[Signatures continue on following page]

WITNESSES

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

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

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of October 2025, 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.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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

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

SEVENTH ORDER OF BUSINESS

A.

RIVERTOWN

Request for Funds

Date of request : 10/15/25

Submitted by: Kevin McKendree

Project: Painting of the RiverHouse Interior and Exterior

The RiverHouse's exterior and interiors are in need of repainting in order to maintain its appeal. The old paint is starting to peel off in areas that exceed a simple touch. Our quotes collected are to repaint the exterior of the rental side and attached cabana, pool/gym side, maintenance building and attached wall, grill cabana building, pergola over pool and slide tower with stairs included. Interior includes rental side main room including beams and all bathrooms, rental side grill cabana, gym including yoga room, office and bathrooms on pool side. All quotes included are 2 coats using Sherwin Williams Emerald Rain Refresh paint on the exterior and SW Emerald on the interior. This is a cost share item budgeted for FY26 as a Capital Expenditure. Please consider the options below.

Vendor	Total Estimate	FY26 Budgeted Amount	Variance
Investment Painting	\$98,984	\$ 90,680.00	\$ 8,304.00
	RE 1 Contribution	RE 2 Contribution	RE 3 Contribution
	\$35,139.32	\$29,180.48	\$34,664.20

Scope

Power wash Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Grill Cabana by Pool :: Pergola over Pool :: Slide Tower + Stairs

Caulk Gaps around windows, trim, where needed to seal drafts.

Spot Prime Rusty nails with rust reformer primer. Vinyl shutters in Cabana

Cover windows with tape and plastic.

Paint Exterior Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Grill Cabana by Pool :: Pergola over Pool :: Slide Tower and support beams

Patch Nail holes and drywall imperfections

Paint Interior Rental Side Main room and Kitchen including beams:: Bathrooms in Rental Side:: Cabana on Rental Side:: Gym including ceilings :: Yoga Room walls :: Off

Material

Caulk Sherwin Williams 950 (55)

Exterior Paint Sherwin Williams Emerald Rain Refresh (2 coats)

Exterior Doors Sherwin Williams Emerald Urethane Enamel Paint (2 coats)

Interior Walls, Trim and Doors Sherwin Williams Scuff Tuff Coating (2 coats)

Ceilings Sherwin Williams Super Paint (2 coats)

Warranty

Limited Lifetime manufacturers warranty against peeling, chipping, flaking paint. All labor under normal wear and tear for body and trim for 3 yrs

Notables

Excludes fascia painting of 2 main buildings as this was recently performed

Vendor	Total Estimate	FY26 Budgeted Amount	Variance
Pro Vision Painting	\$98,939	\$ 90,680.00	\$ 8,259.00
	RE 1 Contribution	RE 2 Contribution	RE 3 Contribution
	\$35,123.21	\$29,167.11	\$34,648.30

Scope

Power wash Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Cabana by Pool :: Pergola over Pool :: Slide Tower+Stairs

Caulk Open gaps and cracks in windows, doors, wall penetrations, siding joints, and transitions. Upgraded Shermax Caulk

Cover windows with tape and plastic.

Prime Concrete wall around pump room with SW Loxon Masonry Primer

Paint Exterior Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Grill Cabana by Pool :: Pergola over Pool :: Slide Tower+Stairs

Patch drywall holes and imperfections

Paint Interior Rental Side Main room and Kitchen including beams:: Bathrooms in Rental Side:: Cabana on Rental Side:: Gym including ceilings :: Yoga Room walls :: Off

Material

Caulk Sherwin Williams Shermax

Exterior Paint Sherwin Williams Emerald Rain Refresh (2 Coats)

Exterior Doors Sherwin Williams Emerald Rain Refresh (2 Coats)

Interior Walls Sherwin Williams Emerald (2 coats)

Interior Doors and Trim Sherwin Williams Emerald Urethane (2 coats)

Warranty

Limited Lifetime manufacturers warranty against peeling, chipping, flaking paint. 5 year guarantee on workmanship

Notables

Final Payment is due within 24 hours after completion date.

Excludes fascia painting of 2 main buildings as this was recently performed

Vendor	Total Estimate	FY26 Budgeted Amount	Variance
Five Star Painting	\$113,138	\$ 90,680.00	\$ 22,458.00
	RE 1 Contribution	RE 2 Contribution	RE 3 Contribution
	\$40,163.98	\$33,353.07	\$39,620.91

Scope

Power wash Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Grill Cabana by Pool :: Pergola over Pool :: Slide Tower + Stairs

Caulk Gaps and cracks to seal and protect against moisture

Spot Prime Bare wood and metal to seal and protect from moisture

Cover windows, brick and patios with tape and plastic to prevent overspray

Paint Exterior Gym building :: Rental side and Cabana:: Maintenance Shed and Fence Wall:: Grill Cabana by Pool :: Pergola over Pool :: Slide Tower+Stairs

Patch Nail holes and drywall imperfections

Paint Interior Rental Side Main room and Kitchen including beams:: Bathrooms in Rental Side:: Cabana on Rental Side:: Gym including ceilings :: Yoga Room walls :: Off

Material

Caulk Sherwin Williams 950 (55)

Exterior Paint Sherwin Williams Emerald Rain Refresh (2 coats)

Exterior Doors Sherwin Williams Emerald Rain Refresh (2 coats)

Interior Walls Sherwin Williams Emerald (2 coats)

Interior Doors and Trim Sherwin Williams Emerald Urethane (2 coats)

Warranty

2 years against peeling and blistering due to defective workmanship

Notables

Excludes fascia painting of 2 main buildings as this was recently performed

COST-SHARE STATUS COVER SHEET

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

Proposal: RiverHouse Facility Painting - Exterior & Interior

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

☒ Yes (Please proceed to question 2)

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

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting Party: Rivers Edge CDD



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

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

Riverhouse Facility painting for exterior & interior which include the RiverHouse, cabana, Gym building, maintenance

shed, fence wall, grill cabana by pool, pergola over pool, slide tower and stairs, yoga room, office, bathrooms

Total Proposed

Compensation: \$ _____

Cost Share

Calculation: _____ Rivers Edge
_____ Rivers Edge II
_____ Rivers Edge III

Methodology

Consultant Approval: _____
(Signature)

(Date)

If requesting addition of new improvements:

Engineer

Approval: _____
(Signature)

(Date)

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

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

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____



ESTIMATE	#14650
ESTIMATE DATE	Apr 8, 2025
EXPIRATION DATE	Dec 31, 2025
TOTAL	\$98,984.00

Investment Painting of North FL

Rivers edge cdd 1
475 West Town Place, 114
St. Augustine, FL 32092

(904) 607-1038
kmckendree@vestapropertyservices.com

CONTACT US
229 South Torwood Drive
Saint Johns, FL 32259

(904) 307-6649
Investmentpaintingfl@yahoo.com

Service completed by: Dustin MacPeek

ESTIMATE

Services	qty	unit price	amount
Commercial Exterior Painting Project - Estimate Exterior of Gym building, Exterior of Rental Building and Cabana attached to Rental building , Exterior of Pool Pavillion, Pergola Over Pool, Pergola between rental and cabana, Office Pressure wash Exterior of Buildings Hardie Board, trim and doors Caulk gaps in trim and around doors where needed with (55) yr caulking 950a from Sherwin Apply rust inhibiting primer to rust spots and nails on all infrastructure that is being painted Repaint all hardie board same color body (2) coats, wood ceilings, Trellis, corbels, Dormers, trim, shutters and doors with top of the line Sherwin Williams Emerald Rain Refresh self cleaning paint that will keep things looking cleaner longer. This coating has a lifetime manufacturer warranty against peeling, chipping flaking paint and is dirt and mildew resistant. IPNF warranties any labor defects that are not caused by abnormal wear and tear and not from natural disasters against defects for (3) years from date of commencement Excludes exterior of Fascia on both buildings	1.0	\$76,860.00	\$76,860.00
Commercial Interior painting Services - Estimate (Yoga Room) Patch nail holes where needed and drywall imperfections Repaint walls with Sherwin Williams Scuff Tuff coating for extra durability and scuff resistance. Repaint all trim and doors with Sherwin Williams scuff tuff coating. Price includes labor materials.	1.0	\$1,695.00	\$1,695.00
Commercial Interior painting Services - Estimate (Gym Room) Patch holes in drywall and repair drywall nail pops. Repaint all ceilings with Sherwin Williams Super Paint which is dirt and mildew resistant. Repaint walls, trim and Interior Doors with Sherwin Williams scuff tuff coating Price includes labor materials	1.0	\$2,965.00	\$2,965.00
Commercial Painting Interior for Rental Room and Interior of Cabana Room Patch holes in walls where needed. Repaint all walls, trim and interior doors with Sherwin Williams scuff tuff coating. Repair seams on white joist Beams and Repaint Beams Repaint walls, trim and doors with Sherwin Williams Emerald Exterior Paint. Prime and paint vinyl shutters.	1.0	\$7,535.00	\$7,535.00

Price includes labor materials

Excludes wooden Ceiling

Maint Shed and Fence	1.0	\$2,860.00	\$2,860.00
Pressure wash Shed, garage doors and fence and Repaint Shed walls, trim garage doors, doors, gates and fence with Sherwin Williams Emerald Rain Refresh.			

Price includes labor materials

Interior painting of Gym Side Restrooms	1.0	\$2,980.00	\$2,980.00
Prep and Paint gym side restrooms walls (2) coats and ceiling with Sherwin Williams ScuffTuff coating which is durable and molded resistant.			

Price includes labor and materials

Exterior painting Water Slide Tower Wood Interior and Exterior, Metal Support Beam Infrastructure (Black Metal Beams Inside tower and Spiral Staircase	1.0	\$4,089.00	\$4,089.00
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Pressure wash tower, apply rust reforming prime to rust areas. Repaint wood with Sherwin Williams Top of the line Emerald Rain Refresh coating.

Prep and paint metal infrastructure with Macropoxy 646 fast cure coating which is a 2 part system that is chemical resistant, and is made specifically to protect steel

Repaint Metal Staircase with Sherwin Williams pro industrial sherloxane 800 industrial coating which is a 2 part epoxy urethane coating that will handle the wear and tear.

Price includes labor and materials

Services subtotal: \$98,984.00

Subtotal	\$98,984.00
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Total	\$98,984.00
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We will match or beat a written formal estimate from a reputable, licensed and insured company with proof of estimate!

To accept our estimate and schedule a start date please simply press the accept button on the email you received! You will then receive an invoice for your deposit of \$500.00 for each service/job for approved services that you have agreed to. At that time you will receive a TENTATIVE START WEEK for your approved job. For larger residential jobs, deposits may be subjected to a higher deposit. This pertains to residential clients only. All commercial clients please see our terms and conditions regarding deposits amounts and procedures. These terms and conditions are subject to change at any time. Please see our terms and Conditions for Agreements, Payment Schedules, Scheduling, Cancellation policies and more.

Like us on Facebook! Write us a review on Facebook, Nextdoor & Our Website!

Thank you for your Business!

Deposit: \$24,734.66

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Warranty

W-9 Information

Misc Document

Pro-Vision Painting

6900 Philips Hwy Suite 1, Jacksonville,
FL 32216
(904) 528-1471



Proposal

PENDING

Contact	Job Address	Proposal #	Date
Kevin Mckendree 156 Landing St, Jacksonville, FL 32259 Kmckendree@vestapropertyservices.com (904) 607-1038	156 Landing St, Jacksonville, FL, 32259	2092884	9/24/2025

Item	\$
Rental Side Exterior	\$14,728.14
Item	
Exterior Door Door Painting Sherwin Williams Emerald Rain Refresh + Sher.	
Soffit Soffit & Fascia Paint Sherwin Williams Emerald Rain Refresh + Sher.	
Note: SherMax Sherwin Williams Caulking to Fill all Gaps and Cracks	
Door Trim Painting Sherwin Williams Emerald Rain Refresh + Sher.	
PVP Level of Prep Prep Prep Supplies	
Siding Siding Paint Sherwin Williams Emerald Rain Refresh + Sher.	
Note: SherMax Sherwin Williams Caulking to Fill all Gaps and Cracks	
Eco Friendly Pressure Wash Power Washing TSP	

Column

Trim Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Cabana Exterior

\$2,610.96

Item

Soffit & Fascia

Soffit & Fascia Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Exterior Door

Door Painting
Sherwin Williams Emerald Rain Refresh + Sher.

PVP Level of Prep

Prep
Prep Supplies

Siding

Siding Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Eco Friendly Pressure Wash

Power Washing
TSP

Pool Side Exterior

\$17,000.29

Item

Soffit & Fascia

Soffit & Fascia Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Exterior Door

Door Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Siding

Siding Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Note: SherMax Sherwin Williams Caulking to Fill all Gaps and Cracks

Eco Friendly Pressure Wash

Power Washing
TSP

PVP Level of Prep

Prep
Prep Supplies

Column

Trim Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Maintenance Shed Exterior \$5,691.65

Item

Garage Door - 1 Car
Door Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Soffit & Fascia
Soffit & Fascia Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Garage Door Frame
Trim Painting
Sherwin Williams Latitude Exterior + 950A

Siding
Siding Paint
Sherwin Williams Emerald Rain Refresh + Sher.

PVP Level of Prep
Prep
Prep Supplies

Eco Friendly Pressure Wash
Power Washing
TSP

Masonry Primer Coat
Primer
SW Loxon Masonry Primer

Exterior Door
Door Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Grill Cabana \$2,732.88

Item

Column
Trim Painting
Sherwin Williams Emerald Rain Refresh + Sher.

PVP Level of Prep
Prep
Prep Supplies

Eco Friendly Pressure Wash
Power Washing
TSP

Patio Ceiling
Covered Patio Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Pergola Over Pool \$1,885.30

Item

PVP Level of Prep
Prep
Prep Supplies

Pargola
Covered Patio Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Eco Friendly Pressure Wash
Power Washing
TSP

Column
Trim Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Slide Tower \$8,295.82

Item

Soffit & Fascia
Soffit & Fascia Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Siding
Siding Paint
Sherwin Williams Emerald Rain Refresh + Sher.

PVP Level of Prep
Prep
Prep Supplies

Column
Trim Painting
Sherwin Williams Emerald Rain Refresh + Sher.

Patio Ceiling
Covered Patio Paint
Sherwin Williams Emerald Rain Refresh + Sher.

Eco Friendly Pressure Wash
Power Washing
TSP

Railing w/ Spindles (Stairs)
Trim Painting
Sherwin Williams Emerald Urethane

Rental Side Interior

\$26,594.47

Item

Interior Door - 1 Side

Interior Doors

Sherwin Williams Emerald Urethane

Baseboards

Trim

Sherwin Williams Emerald Urethane

Ceiling Trays

Ceiling

Sherwin Williams ProMar 200

Men’s Bathroom

Closets

Sherwin-Williams Emerald Interior + SherMax

Women’s Bathroom

Closets

Sherwin-Williams Emerald Interior + SherMax

Handicap Restroom

Closets

Sherwin-Williams Emerald Interior + SherMax

Walls

Walls

Sherwin-Williams Emerald Interior + SherMax

PVP Level of Prep

Prep

Prep Supplies

Window Casing

Trim

Sherwin Williams Emerald Urethane

Pool Side Interior

\$14,848.27

Item

Interior Door - 1 Side

Interior Doors

Sherwin Williams Emerald Urethane

Baseboards

Trim

Sherwin Williams Emerald Urethane

Ceiling & Trays (Gym)

Ceiling

Sherwin Williams ProMar 200

Note: No Yoga room Ceilings

Office
Closets
Sherwin-Williams Emerald Interior + SherMax

Women's Bathroom
Closets
Sherwin-Williams Emerald Interior + SherMax

Handicap Restroom
Closets
Sherwin-Williams Emerald Interior + SherMax

Walls
Walls
Sherwin-Williams Emerald Interior + SherMax

PVP Level of Prep
Prep
Prep Supplies

Cabana Interior \$1,850.84

Item

Interior Door - 1 Side
Interior Doors
Sherwin Williams Emerald Urethane

Textured Ceilings
Ceiling
Sherwin Williams ProMar 200

Baseboards
Trim
Sherwin Williams Emerald Urethane

Walls
Walls
Sherwin-Williams Emerald Interior + SherMax

PVP Level of Prep
Prep
Prep Supplies

Lift Rental \$2,700.00

Boom Lift Rental

Subtotal \$98,938.62

Tax	\$0.00
Total	\$98,938.62

Deposit Required	\$24,734.66
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Media

Proposal Image 	Proposal Image 
Proposal Image 	Proposal Image 
Proposal Image 	Proposal Image 
Proposal Image 	Proposal Image 

Proposal Image



Proposal Image



Proposal Image



Proposal Image



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Proposal Image







Terms and Conditions

We propose to furnish all materials and labor to complete the work as specified in the above scope of work.

1. **Material and Workmanship**

All materials will be as specified, and all work will be performed in a substantial and workmanlike manner, following the submitted specifications and standard industry practices.

2. **Alterations and Deviations**

Any alterations or deviations from the provided specifications that result in additional costs will only be undertaken upon receipt of a written order. Such changes will be charged as an extra cost, separate from the original estimate.

3. **Industry Standards**

All industry standards as noted by the PCA (Painting Contractors Association) are included in this agreement.

4. **Contract Validity**

This contract is valid for 30 days. Proposals accepted after this period are subject to change.

5. **Legal Enforcement**

If either party initiates legal action to enforce their rights under this agreement, the prevailing party will be entitled to recover reasonable attorney's fees and litigation costs, as determined by a court of competent jurisdiction.

6. **Right to Cancel**

Clients have the right to cancel this agreement within three (3) days of signing without losing their deposit.

7. **Final Walkthrough and Payment**

- Customers must be present for the final walkthrough upon completion of the

painting job to ensure the work meets agreed-upon standards and to provide immediate feedback or request adjustments if necessary.

- Payment is required within 24 hours of job completion, regardless of walkthrough attendance.
- If payment is not received within the specified 24-hour period, a late fee of \$100.00 per day will be applied to the remaining balance.

By signing this contract, you acknowledge and agree to the terms and conditions outlined above.

FIVE STAR[®] PAINTING

a **neighbourly**[®] company

Capability Statement

Company Overview



Five Star Painting of St. Johns County is a **locally owned**, fully licensed and insured painting contractor serving Northeast Florida. We specialize in **high-quality commercial and residential** painting services, delivering exceptional results through trusted industry experts, strong project management, and a reputation for professionalism. Our brand is backed by the Neighborly[®] network, giving our clients peace of mind and national-level reliability with a local commitment. ***We perform on time and on budget with a 2-year warranty.***

- ❑ Owner: Matt Marsh
- ❑ (904) 640-8263
- ❑ matt.marsh@fivestarpainting.com
- ❑ fivestarpainting.com/saint-johns-county
- ❑ Service Area: All of Northeast Florida (extending further to Southeastern United States)
- ❑ EIN: 33-4109256
- ❑ NIGP/NAICS: 914-61 / 238320

What sets us apart?

- **Locally Owned, Nationally Backed:** Trusted service provider, with strong local accountability.
- **Owner-operated:** Matt is involved in every project, every step of the way
- **Scalable Workforce:** We manage licensed and vetted painting crews—no overhead labor gaps or delays.
- **Professional Project Management:** Clear communication, dependable timelines, and jobsite supervision.
- **Commercial Focus:** Proven experience with builders, property managers, and institutional clients across Northeast Florida.
- **Licensed & Insured:** General liability and workers comp coverage; OSHA-aware crews.
- **Flawless reputation:** Check us out on Google

Core Competencies

- Interior & exterior painting (commercial, multi-unit, residential)
- New construction & tenant improvement painting
- Repaints and surface restoration
- Stucco, concrete, drywall repair and prep
- HOA, retail, hospitality, and healthcare environments
- Clean, compliant, and safety-conscious crews

Our Process

1. Gather intel on the project
2. Provide a detailed quote
3. Initial walkthrough with client if necessary
4. Prep, paint, clean up
5. Final walkthrough and payment
6. **DONE**

We understand what's important to you: painters getting the job done efficiently, at a reasonable price, with minimal hiccups. That is why we follow our process that makes sure we stay out of your way and do our part to the best of our ability. We get in, provide the best painting services in NE Florida, and get out. On to the next project.

Recent Project: Seaton Creek by Lennar (Amenity Center)



Full interior and exterior paint on new construction



Recent Project: Checkmate Coatings



Full exterior repaint

High-Speed Recap:

01	Locally Owned, Nationally Backed	• Full-time owner involvement • Trusted reputation and resources from national brand
02	On Time, On Budget	• We always show up on time • We always finish on time • Once we agree on price, we don't increase it
03	Fully Insured	• General liability • Workers' compensation • Commercial automobile liability
04	Honest and Trustworthy	• We complete what we say we will complete • 2-year service warranty • We take small deposits to prove our commitment and earn trust
05	Five Star Reputation	• We put our money where our mouth is.

Customer Quote

Locally Owned and Independently Operated. FL Contractor Number - ST-9820 / ST-9819

Kevin McKendree
kmckendree@vestapropertyservices.com
(904) 607-1038

Billing: 156 Landing Street
Saint Johns, FL 32259

Service: 156 Landing Street
Saint Johns, FL 32259

Customer Notes: Customer would like a full repaint of the amenity centers located on Landing Street. This quote is for the exterior aspects of the project. The customer has chosen Sherwin Williams Emerald Rain Refresh for all applicable painted surfaces, with two coats.

All prep, labor, and materials are included in this quote.

Not Included:

- Fascia on the main buildings (it was just painted prior to the lights installation)
- Horizontal walkway surfaces (brick patios, floors, etc.)
- Metal fencing (to be handled by internal staff team)

Details

- A Five Star representative will conduct a thorough walk-around with the customer to ensure nothing is missed.
- All invoices will be due at intervals agreed upon prior to job start. Failure to pay by the designated time may result in legal action.
- Should the scope of work change, a new estimate or a change order will be issued.
- Customer is responsible for trimming all bushes/trees and moving any items away from paintable areas. If Five Star needs to trim or move items, additional fees may apply.
- Five Star team to clean up daily, and a thorough clean up at job completion.
- Estimate includes all labor, paint and materials as outlined.
- Final colors, sheens and materials to be determined prior to start based on customer preference and availability. The customer is responsible for selecting colors. Should the customer decide that the color they selected is not to their liking and they would like for an area to be repainted, a change order will be issued to cover the repaint costs.

Power Washing: Remove dirt, mildew, cobwebs and other debris to allow for proper paint adhesion and expose areas needed for scraping.

Sanding: Sand specified areas to de-gloss surface, to allow for proper adhesion, and/or minimize rough edges due to scraping.

Caulking: Caulk all gaps and cracks to seal and protect against moisture.

Priming: Spot-prime bare wood and metal to seal and protect from moisture.

Masking: Mask and cover areas (such as windows, brick, patios) to prevent overspray.

Masking: Mask and cover areas (such as windows, brick, patios) to prevent overspray.

156 Parking Lot Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

156 Inner Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

156 Patio Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

156 Road Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

156 Porch Ceiling

Paint: Exterior Color 2 (ERR) TBD (2 Coats)

156 Open Air Patio Building

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

140 Parking Lot Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

140 Inner Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

140 Courts Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

140 Pool Side

Paint: Exterior Color 1 (ERR) TBD (2 Coats)

140 Porch Ceiling

Paint: Exterior Color 2 (ERR) TBD (2 Coats)

Maintenance Shed

Paint: Exterior Color 2 (ERR) TBD (2 Coats) Company Notes: Includes both sides of extension wall

Pool Ceilings

Paint: Exterior Color 2 (ERR) TBD (2 Coats) Company Notes: Covered patio and covered slidehouse

Slide House

Paint: Exterior Color 2 (ERR) TBD (2 Coats) Company Notes: Includes painting the inside and outside as well as the spiral staircase

156 Overhang

Paint: Exterior Color 2 (ERR) TBD (2 Coats) Company Notes: Includes patio building

140 Overhang

Paint: Exterior Color 2 (ERR) TBD (2 Coats)

156 Windows

Count: 62 Wood Frame Paint: Exterior Color 3 (ERR) TBD (2 Coats)

140 Windows

Count: 64 Wood Frame Paint: Exterior Color 3 (ERR) TBD (2 Coats)

156 Doors

Doors > Count: 23 Paint: Exterior Color 4 (ERR) TBD (2 Coats)

156 Feaux Shutters

Shutters > Count: 5 Paint: Exterior Color 4 (ERR) TBD (2 Coats)

156 Jambs

Jambs > Count: 23 Paint: Exterior Color 3 (ERR) TBD (2 Coats)

156 Columns

Columns > Paint: Exterior Color 3 (ERR) TBD (2 Coats)

156 White Trim

Misc. Trim > Paint: Exterior Color 3 (ERR) TBD (2 Coats)

Includes pergola

Misc. Trim > Paint: Exterior Color 5 (ERR) TBD TBD (2 Coats)

Shed Doors

Double Garage Doors + Trim > Count: 2 Paint: Exterior Color 4 (ERR) TBD (2 Coats)

140 Doors

Doors > Count: 11 Paint: Exterior Color 4 (ERR) TBD (2 Coats)

140 Jambs

Jambs > Count: 13 Paint: Exterior Color 3 (ERR) TBD (2 Coats)

140 Feaux Shutters

Shutters > Count: 12 Paint: Exterior Color 4 (ERR) TBD (2 Coats)

140 Columns

Columns > Paint: Exterior Color 3 (ERR) TBD (2 Coats)

140 White Trim

Misc. Trim > Paint: Exterior Color 3 (ERR) TBD (2 Coats)

140 Brown Trim

Misc. Trim > Paint: Exterior Color 5 (ERR) TBD TBD (2 Coats)

Pool Area Columns

Columns > Paint: Exterior Color 3 (ERR) TBD (2 Coats)

Blue Pergola

Misc. Trim > Paint: Exterior Color 5 (ERR) TBD TBD (2 Coats)

Total

Subtotal: \$68,263.47

Total: \$68,263.47

Payment: \$0.00

Balance Due: \$68,263.47

1. Subcontractors. Contractor at his discretion may delegate any portion of the work by Subcontractor with responsible Subcontractors, but such delegation shall not relieve Contractor of full responsibility for the work. Any corresponding subcontract shall require the Subcontractor to be bound to the full terms of this Contract to the extent of his work, and it shall allow the Subcontractor the benefit of the same rights and remedies afforded the Contractor by this Contract.
2. Work Involved. All work will be performed, in a workmanlike fashion according to the plans and specifications identified.
3. Time of Commencement and Substantial Completion. The work shall be convened and, subject to adjustments, substantially completed within the time limits given above but Contractor shall not be penalized for Acts of God , strikes, shortages of critical materials, and other delays beyond his control. Upon notice by the Contractor of substantial completion of the Project the owner.s representative shall tour the project with the contractor and provide contractor with a .Punch List. by which the contractor can fully complete his work. Items not included in this Punch List shall be treated as Warranty Work more Fully discussed below.
4. Warranty Work. Contractor warrants to owner that all materials incorporated into the project will be new unless otherwise specified, and further warrants, all materials and workmanship for the warranty work, which is not part of a subsidiary warranty from a materialman or subcontractor, will be done at full cost to owner.
5. Initial Payment. The initial payment shall be paid by Owner to Contractor prior to commencement or work and shall be used for acquisition of materials and site setup. Contractor shall practically credit owner for such initial payment in each application for payment in the amount shown, until the initial payment is fully credited.
6. Progress Payments. The Owner shall make the monthly progress payments less the given retention to Contractor for all unpaid work completed through the given day of each month based upon an Application for Payment submitted by Contractor. Such progress payments shall be made within given number of days or the receipt of such Application. If for any reason, any such progress payment is not received in full within such time, Contractor shall have the right to cease work immediately sending written notice to Owner and to initiate any applicable legal proceedings to collect the amount due together with interest at 10% per annum.
7. Final Payment. All amounts held in retention together with any other unpaid portion of the contract or change orders shall be paid to the Contractor within the given number of days Contractor.s notification to Owner that the work is complete.
8. Effect of Final Payment. The making of the final payment shall constitute waiver of all claims by Owner except those arising from unsettled liens, from failure of work, to comply with requirements of Contractor documents, or from faulty or defective work appearing after standard completion or identified in the final punch list. In like manner, acceptance of final payment by Contractor constitutes a waiver of all claims not previously made to Owner in writing or identified as unsettled in the application for the final payment.
9. Conditions to Progress and Final Payments. Neither progress nor final payments from Owner to Contractor are conditioned upon receipt by Owner of corresponding draws from Owner.s Lender. Owner may condition any progress or final payments to Contractor upon receipt from Contractor or appropriate lien waivers themselves conditioned upon receipt of the monies applied for.
10. Surveys, Legal Descriptions and Easements. Owner shall furnish all surveys and legal descriptions of the project, and Owner shall secure and pay for all necessary approvals, easements and changes require for use of occupancy of the project.
11. Professional Fees. Owner shall pay for all real estate fees, financing charges, accounting fees, legal fees, design fees, and engineering fees involve din the acquisition and development of land underplaying the project as well as the construction of the project itself.
12. Liability and Property Insurance. Owner shall purchase and maintain both liability insurance for his own liability, and property insurance for the entire project; this property insurance shall include .all risk. coverage for theft and vandalism as well as the standard casualty coverage for fire and flood.
13. Supervision, Safety and Insurance. Contractor shall be responsible for all supervision and coordination of the work and for all responsible precautions needed to carry out such work in a manner safe for both the project and all person involved therein. Contractor shall secure and maintain all liability and Workmen.s Compensation Insurance necessary for the work or himself and his subcontractors . If this Contract is performed as .cost plus. Contract all such supervision and insurance costs will be treated as job costs.
14. Administrative and Job Overhead Items. The following administrative and job overhead items are to be absorbed by the Contractor in the fixed fee contract and to be treated as job costs in a cost-plus contract. Office overhead directly related to the project project schedules and project record documents, job storage and protection of job materials, as well as maintenance, replacement and rental or tools and equipment.
15. Construction Permits and Sales Taxes. Contractor shall comply with all laws, ordinances and regulations effecting construction of the project and shall secure any pay for all necessary building and construction permits and shall pay all sales taxes arising from the construction of the project. If this Contract is performed as .cost plus. contract in lien of a fixed fee contract all such taxes and fees shall be treated as part of the job costs.
16. Legal Remedies. This Contract shall be governed by the laws of the State of Utah and all applicable case law. All of the remedies available under those laws shall be available to the parties of the Contract. At the option of either party any dispute arising hereunder may be submitted to arbitration. The prevailing party in any dispute arising shall be awarded attorney.s fees , arbitration and court costs, as the court deems fair.
17. Assignment. This Contract may not be assigned by either party without the other party.s written consent.
18. Modifications. All modifications to this Contract shall be in writing by change orders, purchase orders or similar documents signed by agents of both Owner and Contractor.
19. Notice of Completion. Should Owner for any reason record a Notice of Completion that operates to shorten the lien period he shall immediately notify Contractor of the Notice, and deliver a copy of that Notice to Contractor.
20. Acceptance. This Contract shall be executed in duplicate. Owner and Contractor shall each retain one of the original duplicates. This Contract is complete and binding when properly executed as indicated above.
21. This proposal is to be included in any contract of this work stated herein and become part of that contract.

Instructions: contractor completes and executes three copies and delivers two to Owner. Owner accepts proposal by executing and returning one copy to contract before proposal termination date.

Contractor Signature

Title

Date

\$68263.47

Authorization to Start Work (Owner)

Title

Date

Contract Total

Work Completed to My Satisfaction (Owner)

Title

Date

Customer Focused, Quality Driven™
Visit [FiveStarPainting.com/warranty](https://www.fivestarpainting.com/warranty) for details on our 2-year warranty.

Customer Quote

Locally Owned and Independently Operated. FL Contractor Number - ST-9820 / ST-9819

Kevin McKendree
 kmckendree@vestapropertyservices.com
 (904) 607-1038

Billing: 156 Landing Street
 Saint Johns, FL 32259

Service: 156 Landing Street
 Saint Johns, FL 32259

Customer Notes: **Customer would like a full interior repaint of the amenity centers located at 156 and 140 Landing Street. The product to be used is Sherwin Williams Emerald. The highest quality paint at two coats to achieve superior results.**

Details

• OUR PROCESS

ACCEPTANCE: Before the work begins, a Five Star Painting Production Manager will call to confirm project details.

START DAY: A Five Star representative will always do a thorough walk around with the customer, before the job starts, to ensure everyone has the same understanding. E.g. Colors, wall to be painted, timeframes, etc. During that initial walk-through, we will finalize the project scope to ensure a mutual understanding and the customer's expectations (e.g., anticipated repairs, completed finishes, time frames, etc). Additionally, the Production Manager will note all existing damage (e.g. damaged walls, texture issues, scratches and damage to wood floors, over-paint on ceilings, existing paint spills, etc) to avoid misunderstandings at the end of the project.

PREPARATION: We will remove all switch plates, outlet covers, and other items from walls and surfaces that will be painted. All floors and customer furniture/belongings will be covered with paper/plastic as needed. We fill small holes, as needed and patch walls as agreed. We ask that the customer move all personal belongings and electronics off of and away from the walls. We will assist with larger items if needed. While we will take precautions with items as we move them, we are not responsible for damaged flooring or broken items if we are required to move furniture or appliances in order to access the surfaces to be painted.

PAINTING: Unless specified otherwise, Five Star Painting crew will roll and brush cut using selected paint on all surfaces that will be painted.

FINAL CLEANUP: Five Star Painting crew will clean up daily and a thorough clean up at job completion.

PAYMENT: Near the end of the job, the Production Manager will conduct a final inspection and acceptance walk-around with the customer and Crew Foreman to ensure a high-quality result and customer satisfaction. Final payment is expected when job is accepted as complete.

- We ask that no other contractors be on site during the painting process. Should we need to work with other contractors, we will need to know in advance to ensure no delays in work for any party occur.
- Five Star will always ask the customer where we can clean out our gear, we will never assume we can use a specific sink or area. Our gear will always be stored in an approved area and will be covered with a drop cloth at the end of the day.
- Final colors, sheens and materials to be determined prior to start based on customer preference and availability. The customer is responsible for selecting colors. Should the customer decide that the color they selected is not to their liking and they would like for an area to be repainted, a change order will be issued to cover the repaint costs.
- A Five Star representative will conduct a thorough walk-around with the customer to ensure nothing is missed. Final payment is due at completion of the job and once the walk through has been done. Payment may be made by check, cash or credit card (if over \$2500). Financing is also available for projects greater than \$4000 but must be secured prior to the job starting. If interested in financing, please ask your point of contact for more information.
- Should the scope of work change, a new estimate or a change order will be issued.

156 Main Room

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 20.00 Doors (2 Coats), 20.00 Jambs (2 Coats), 64.00 Windows (2 Coats), Baseboards (2 Coats), Crown Mldg. (2 Coats)
 Notes: Includes aesthetic trim all over room

156 Kitchen

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: Baseboards (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

156 Mens Restroom

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 2.00 Doors (2 Coats), 2.00 Jambs (2 Coats), Baseboards (2 Coats), Crown Mldg. (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

156 Womens Restroom

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 2.00 Doors (2 Coats), 2.00 Jambs (2 Coats), Baseboards (2 Coats), Crown Mldg. (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

140 Weight Room

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 2.00 Doors (2 Coats), 2.00 Jambs (2 Coats), 50.00 Windows (2 Coats), Baseboards (2 Coats), Crown Mldg. (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

Notes: Includes aesthetic trim all over room

140 Yoga Room

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 2.00 Doors (2 Coats), 2.00 Jambs (2 Coats), 32.00 Windows (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

140 Bathroom Next to Yoga Room

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 6.00 Doors (2 Coats), 6.00 Jambs (2 Coats), 32.00 Windows (2 Coats), Baseboards (2 Coats)
 Interior Color 2 TBD: Ceiling (2 Coats)

Notes: - Includes aesthetic trim all over room
 - Ceiling = drywall in between drop tiles

140 Office

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 1.00 Doors (2 Coats), 1.00 Jambs (2 Coats), 4.00 Windows (2 Coats), Baseboards (2 Coats)
 Interior Color 2 TBD: Ceiling (2 Coats)

140 Mens Restroom w>Showers

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 1.00 Doors (2 Coats), 1.00 Jambs (2 Coats), 4.00 Windows (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

140 Womens Restroom w>Showers

Interior Color 1 TBD : Walls (2 Coats)
 Trim Enamel TBD TBD: 1.00 Doors (2 Coats), 1.00 Jambs (2 Coats), 4.00 Windows (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

156 Open Air Amenity Room

Exterior TBD TBD: Walls (2 Coats)
 Trim Enamel TBD TBD: 4.00 Doors (2 Coats), 4.00 Jambs (2 Coats), 16.00 Windows (2 Coats), Baseboards (2 Coats)
 Interior Ceiling TBD TBD: Ceiling (2 Coats)

Notes: Includes aesthetic trim around room

Scaffolding rentals for tall ceilings

Qty: 1, Unit:

Total

Subtotal: \$44,874.79

Total: \$44,874.79

Payment: \$0.00

Balance Due: \$44,874.79

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum stated above. Any alteration or deviation from the specification involving extra costs will become an extra charge over and above the quote. All accounts are due and payable upon completion of work as described above. In the event suit is brought, the prevailing party shall recover its attorney fees and costs. Finance charge of 1.5% per month will be applied on all past due accounts. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. This proposal may be withdrawn if not accepted within 15 days.

I hereby grant Five Star Painting permission to use my, and my property's, likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the Five Star Painting and will not be returned. I hereby hold harmless, release, and forever discharge the Five Star Painting from all claims, demands, and causes of action.

I agree to the payment terms and contract stated above:

Authorization to begin work (Client): _____

Work Completed to satisfaction (Client): _____

Contractor Signature: _____ Date: _____

Customer Focused, Quality Driven™
Visit FiveStarPainting.com/warranty for details on our 2-year warranty.



Consumer Guide & Warranty Information

Why Choose Five Star Painting®?

Customer Focused

We respect your schedule by showing up on time, we respect your budget by giving you an up-front quote, and we respect your home by cleaning up after ourselves each day.

Experience

Five Star Painting has painted thousands of homes and businesses over the years. You can feel confident knowing that we have more industry knowledge than the majority of our competitors.

Attention to Detail

We assign a Project Manager to every job to ensure efficient communication between you and our paint crews. Before the job is complete and the final invoice is paid, your Project Manager will perform a Five-Star walkthrough to inspect your project for any last-minute touch-ups.

Licensed and Insured

We comply with all local laws to ensure we provide our customers with the best service around, and we carry workers compensation insurance in the unfortunate case of an accident.

Locally Owned and Operated

You can feel good knowing that when you hire Five Star Painting for your home improvement project, you are supporting a business owner within your local community.

Neighborly®

Five Star Painting is proud to be part of Neighborly, a community of home service experts. From plumbers to painters and everything in between. Visit Neighborly.com to get advice, quickly find a local pro, see past service history, schedule maintenance reminders and more!

2 Year Warranty

To provide peace of mind, Five Star Painting offers a 2 year warranty to our residential and commercial clients.

Qualifications

- Pay Five Star Painting in full at the time of job completion or as otherwise arranged.
- Complete the Customer Satisfaction Survey (email).
- Retain the contract of work.

Inclusions

- Workmanship issues, including:
 - Peeling or blistering
 - Poor coverage
 - Runs and paint drips
- Work provided within the original estimate.

If these conditions are met, Five Star Painting will perform repairs without a labor charge for the original customer (warranty is non-transferrable).

Exclusions

- Horizontal surfaces
- Paint supplied by the customer
- Galvanized metal
- Mildew caused by moisture accumulation
- Rotten wood, rust or disintegrating metals

Additional exclusions apply. For complete details, visit FiveStarPainting.com/warranty.

904.650.2096

FiveStarPainting.com

Independently Owned and Operated Franchise | ST-9820 / ST-9819

B.

COST-SHARE STATUS COVER SHEET

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

Proposal: **Holiday Lighting Decorations**

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

☒ Yes (Please proceed to question 2)

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

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting Party: Rivers Edge CDD



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

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

Holiday lighting decorations for the community which include Christmas tree & lighting, Watersong entrance, River

Club oak tree lighting(8), Wreaths and garland - 3 facilities, Garland - entrances, Bridge pillar wreaths

Total Proposed

Compensation: \$ _____

Cost Share

Calculation: _____ Rivers Edge
_____ Rivers Edge II
_____ Rivers Edge III

Methodology

Consultant Approval: _____
(Signature)

(Date)

If requesting addition of new improvements:

Engineer

Approval: _____
(Signature)

(Date)

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

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

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

By: _____

☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

Rivertown Holiday Lighting 2025

CDD 1 – River house Amenity Center & Surrounding Areas

1. Main Building: Lights on all sides except palm court patio
2. Pool Entrance Side: Lights on center and parking lot side
3. Décor: 1 – pre-lit 48” wreath and 2 - pre-lit 36” wreaths on front facing SR13
4. Entrance on SR13 & Rivertown Blvd: 2 - pre-lit 9’x14” garland on monument sign
5. Towers in Homestead: 4 - 36” pre-lit wreaths on all towers
6. Towers on Main Street Bridge: 4 - 36” pre-lit wreaths on all towers
7. Rivertown Main & Longleaf: 1 - 48” pre-lit wreath on tower, 9 - 9’x14” pre-lit garland on waterfall walls, 2- 9’x14” pre-lit garland on iron walls in front of Welcome Center
8. Total Wreaths: 12 (2 – 48” wreaths and 10 – 36” wreaths)
9. Total Garland Locations: 15 - pre-lit 9’x14”



CDD 2 – River Club Amenity Center

1. Parking Lot Side Front roof line and High Center Peak and two dormers: Lights only
2. Décor: 1- 48" pre-lit wreath on peak, 2 - 36" pre-lit wreaths on front windows
3. Monument Signs into River Club 4 - 36" pre-lit wreaths and 6 - 9'x14" garland
4. Rafter Tail Neighborhood: 2 - 36" pre-lit wreaths and 2- 9'x14" garland
5. Watersong Monument: 2 - 48" pre-lit wreath on both sides of white brick columns, lights on monument all around, staked lights around garden bed, and holly trees wrapped with lights
6. Keystone Corners & Longleaf: 2 - 48" pre-lit wreaths on both towers, total 6 - 9'x14" pre-lit garland 3 on each sign across Rivertown sign on both.

Total Wreaths: 5 - 48" pre-lit wreaths and 6 - 36" pre-lit wreaths, Total wreaths = 11

Total Garland: 10 - pre-lit 9'x14"



CDD 3 – River Lodge Amenity Center

1. Lights on all three buildings facing the street
2. Lights on entry area
3. 1 – pre-lit 36" wreath and 1 – 9'x14" pre-lit garland on monument sign
4. Towers leading to River Lodge: 4 36" pre-lit wreath on each tower
5. Towers by Cove neighborhood: 4 – 36" pre-lit wreath on each tower
6. Monument at SR13 & Hallows Cove: TBD
7. Total Wreaths: 9 - 36" pre-lit wreaths
8. Total Garland: 4 - pre-lit 9'x14" garland



Rivertown Holiday Lighting – 2025 Pricing Summary

Commercial 15" Socket wire Spacing with C9 Warm White bulbs

CDD 1: 1475' x \$5.50 = \$7,743.75

CDD 2: 850' x \$5.50 = \$4,675.00

Wrap Holly trees and Stake lights around garden bed = \$975.00

CDD 3: 800' x \$5.50 = \$4,400

Totals Cost of lights = \$17,793.75

Wreaths

CDD 1: 2 - 48" pre-lit wreaths x \$225.00 = \$450 and 10 - 36" x \$139 = \$1,390, Total wreath cost = \$1,840.00

CDD 2: 5 - 48" pre-lit wreaths x \$225.00 = \$1,125 and 6 - 36" x \$139 = \$834, Total wreath cost = \$1,959.00

CDD 3: 9 - pre-lit wreaths 36" x \$139 = \$1,251.00

Total Wreaths Cost: \$5,050.00

Garland

CDD 1: 15 - pre-lit 9'x14" garland x \$119.00 = \$1,785.00

CDD 2: 10 - pre-lit 9'x14" garland x \$119.00 = \$1,190.00

CDD 3: 4 - pre-lit 9'x14" garland x \$119.00 = \$476.00

Total Garland Cost: \$3,451.00

Holiday season 2025's for RiverTown Community - **Total: \$26,294.75**

Add-Ons

Christmas tree light strands, ornaments & bows,

Topper, boom rental, labor, supplies **\$ 3,930.00**

Grand Total: \$30,224.35

RIVERTOWN HOLIDAY EXPERTS



Rivertown Community Display 2025 Holiday Lighting Proposal Expires 10/18/2025



RiverTown Community (Billing)

140 Landing Dr

Saint Johns, FL 32259

kfatuch@vestapropertyservice.com

[\(904\) 679-5523](tel:(904)679-5523)

Twinkle Nights

admin@twinklenights.com

[\(844\) 820-4613](tel:(844)820-4613)

Site #1 (Site)

140 Landing Dr

Saint Johns, FL 32259

Features

☐ CDD 1

CDD 1 Features and Options Listed Below

☒ Amenity Center Wreaths

Riverhouse Amenity Center-(4) 24" warm white It wreaths with red bows in upper windows and (1) 48" lit wreath on center window attached with permanent hardware.

1YR 3YR

\$1,005.00 \$945.00

☐ Monument Sign/Wall Option #1

Please choose which wall option you would like by checking the box of the feature item you'd prefer: Entrance on SR13 and Rivertown Blvd Option #1 = Premium 18" Thick Lit Garland on the monument wall center, right, and left sides straight across top of wall. Power taped across road with high-bond tape if power outlets not available to both sides. Plus (3) UV resistant 12" bows on each section.

1YR 3YR

\$4,925.00 \$4,468.00

☐ **Monument Sign/Wall Option #2**

Please choose which wall option you would like by checking the box of the feature items you'd prefer: Entrance on SR13 and Rivertown Blvd Option #2 = Monument Sign Wall lined with warm white C9's.

1YR	3YR
\$2,240.00	\$1,330.00

☒ **Monument Sign/Wall Option #3**

Please choose which wall option you would like by checking the box of the feature item you'd prefer: Entrance on SR13 and Rivertown Blvd Option #3 = (1) 17ft tall Mini Light tree. Add \$200 for 27ft tree and \$500 for 33ft

1YR	3YR
\$1,200.00	\$1,000.00

☒ **Monument Sign Wall Wreath Option**

(2) 24" warm white lit wreaths w/ red bows flanking RiverTown words

1YR	3YR
\$300.00	\$270.00

☒ **Tower Wreaths**

(8) Unlit 24" wreaths with red bows on towers in Homestead and Main Street Bridge

1YR	3YR
\$1,000.00	\$880.00

☐ **CDD 2**

CDD 2 Features and Options Listed Below

☒ **Amenity Center Wreaths**

Wreaths with red bows on River Club Amenity Center (3) 36" warm white lit wreaths on center window above entry. And (2) dormer windows.

1YR	3YR
-----	-----

\$930.00 \$885.00

☒ **Christmas Tree Wrap**

Full coverage with 6" spacing of mini lights wrapping 18ft tall Christmas Tree front of Amenity Center.

1YR 3YR

\$1,875.00 \$1,675.00

☒ **Tree Wraps – Center Island**

(10) Trees –Trunks wrapped in warm white minis with 6" spacing

1YR 3YR

\$1,350.00 \$1,200.00

☒ **Monument Sign Wreaths at Gate Entry**

(4) 24" Warm white lit wreaths with red UV resistant structured bows at entry. Power taped across road with high bond tape if no power outlet on all sides.

1YR 3YR

\$600.00 \$540.00

☒ **Center Island Premium Garland**

Warm white lit premium commercial grade garland swagged on center island fencing. (2) 9ft pieces

1YR 3YR

\$500.00 \$460.00

☒ **Monument Sign Wreaths – Rafter Tail**

(2) 24" Warm white lit wreaths with red bows on Monuments into neighborhood on Rafter Tail hung on pillars

1YR 3YR

\$300.00 \$270.00

☒ **Premium Garland and Bows at Entry**

Warm white lit premium commercial grade garland swagged on fencing between first and center pillars on

each side on road with (3) 12" red bows on each side.

1YR 3YR

\$2,450.00 \$2,212.00

✓ **Watersong Monument Lights**

Warm White C9's lining monument sign attached with staples, hot glue, clips, or magnets as required by substrate.

1YR 3YR

\$603.75 \$393.75

✓ **Holly Trees Wrapped**

(3) Holly Trees at Watersong canopy wrapped in warm white minis with 6" spacing

1YR 3YR

\$3,375.00 \$3,000.00

✓ **Watersong Monument Sign Wreaths**

(2) 24" Warm white lit wreaths with red bows on monument sign.

1YR 3YR

\$0.00 \$0.00

✓ **Ground Staked C9's**

Warm white lit C9's on ground stakes around garden bed.

1YR 3YR

\$2,000.00 \$1,187.50

✓ **Keystone Corners and Longleaf – Tower Wreaths**

(2) 36" Warm white lit wreaths with red bows.

1YR 3YR

\$620.00 \$590.00

✓ **Keystone Corners and Longleaf – Garland and bows**

Warm white lit premium commercial grade garland swagged on sign on each side on road with (2) 12" red bows on each side.

1YR **3YR**

\$2,300.00 \$2,088.00

☒ **Rivertown Main and Longleaf – Tower Wreath**

48" Warm white lit wreath with red bow on tower

1YR **3YR**

\$475.00 \$450.00

☒ **Rivertown Main and Longleaf – Waterfall walls**

Premium warm white lit garland on the waterfall walls w/ bow in the center on each side of road.

1YR **3YR**

\$3,150.00 \$2,884.00

☒ **Rivertown Main and Longleaf – Premium Garland – Welcome Center**

Garland w/ Bows on the iron walls in front of Welcome Center

1YR **3YR**

\$2,300.00 \$2,088.00

☐ **CDD 3**

CDD 3 Features and Options Listed Below

☒ **RiverLodge Amenity Center Monument Sign Wreaths**

(2) 24" warm white lit Wreaths with red bows on monument sign

1YR **3YR**

\$300.00 \$270.00

☒ **Towers leading to RiverLodge**

(4) 24" unlit Wreaths with red bows on • Towers near Cove neighborhood

1YR 3YR
\$500.00 \$440.00

☒ **Towers – Ravines**

(4) 24" unlit Wreaths with red bows on • Towers near Ravines neighborhood

1YR 3YR
\$500.00 \$440.00

☒ **Monuments Hallows Cove – Premium Garland and Bows**

Monuments on SR13 and Hallows Cove garland Warm white lit premium commercial grade garland swagged on fencing between first 2 pillars on each side on road with (2) 12" red bows on each side.

1YR 3YR
\$2,300.00 \$2,088.00

☒ **Monuments Hallows Cove – Wreaths**

Monuments on SR13 and Hallows Cove warm white lit wreaths

1YR 3YR
\$300.00 \$270.00

Pricing

The prices shown on this proposal are per-year prices.

To meet the needs of all of our customers, Twinkle Nights offers 1 year and 3 year agreements, with varying price ranges based on location and level of difficulty of the installation. Some proposals may also have a 5 year option available as well. **The prices shown on this proposal are per-year prices.**

It's very simple: **The longer the agreement, the more you save!**

Lights are prepped well in advance of installation. Any first year cancellations, prior to installation and received after July 31st, will be charged 50% of the total invoice. Any cancellation occurring in years 2 or 3 would be subject to a cancellation fee equal to the annual cost of the agreement, as presented in this proposal, and due immediately upon cancellation. Cancellation would terminate the agreement and all services at that time unless otherwise agreed to by the parties in writing. Cancellation notification should be sent to Admin@Twinklenights.com

1 Year Agreement

Subtotal	\$30,233.75
Tax	\$1,965.19
Total	\$32,198.94/year
Deposit Amount	\$16,099.47
Due Date	Immediately

A 3.95% card processing fee may apply.

3 Year Agreement

Subtotal	\$26,526.25
Tax	\$1,724.21
Total	\$28,250.46/year
Deposit Amount	\$14,125.23
Due Date	Immediately

A 3.95% card processing fee may apply.

Files

Terms & Conditions

Twinkle Nights Holiday Lights is an all-inclusive Christmas lights company, specializing in Residential, Commercial, and Association lighting in Gainesville, Jacksonville & Ocala. We cover design, install, take-down, and storage! We are an all-inclusive service which means you don't have to lift a finger this season! This is because not only do we install, take down, and service your lights, but at the end of the season we take them away and store them so you never have to give them a second thought.

The customer agrees to our lighting service with an installation as early as October annually of the Christmas lighting items. Lights do not have to be turned on at that time. Decor items like garlands and wreaths will be installed after Halloween. A deposit of 50% of the annual invoice is due each year by July 31st with the total balance due on the day of install.

A deposit of 50% must be received before we can schedule installation. The annual invoice must be paid in full upon completion of the installation. If invoice is not paid in full within 15 days Twinkle Nights Holiday Lights will remove all products and materials from the premises with no discounts to total owed.

Twinkle Nights Holiday Lights is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of god and will make efforts to replace any damaged product for an additional charge. The customer is responsible for any negligence (other than the negligence of contractor or its sub-contractor caused during installation or removal of leased equipment) to all leased equipment.

Any damage caused by attaching products is not the responsibility of Twinkle Nights Holiday Lights. However, Twinkle

Nights Holiday Lights shall use its best efforts to not damage or destroy customers property in accordance with industry standards. No warranty or complimentary repair service is expressed or implied, unless noted in writing in this agreement. All bids are made under the assumption that adequate power supplies and receptacles are available adjacent to the proposed locations for lit decorations and building lights.

This contract is governed by Florida law, and is the entire contract between the parties. If a dispute arises out of this contract, the parties shall agree to resolve this dispute through arbitration in Alachua County before a single arbitrator and in accordance with the rules of the American Arbitration Association. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs.

Design Changes: Any and all design changes including color changes and/or location of power changes/rerouting of wiring, may incur additional fees.

Insurance: Sun Power Lawn Care LLC d/b/a Twinkle Nights Holiday Lights warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of Its acts and the acts of Its employees and subcontractors.

Installation and Take Down: Holiday displays are installed annually starting the second week of October with any greenery such as garland and wreaths being installed after Halloween. Lights will be turned on when greenery is installed unless otherwise requested. Lights and greenery will be taken down the first three weeks in January, weather and acts of God permitting.

Extension Option: an additional 5% of the invoice total can be paid to extend light display through February 5th.

Cancellation Policy: Lights are prepped well in advance of installation. Any first year cancellations, prior to install and received after July 31st will be charged 50% of the total invoice. Contract can be cancelled in years 2-3 for a cancellation fee that will be the amount of the annual invoice total. Cancellation

would terminate the agreement and all services at that time unless otherwise agreed to by the parties in writing. Cancellation notification should be sent to Admin@Twinklenights.com

By paying the 50% deposit I agree to the terms of this contract, and accept this proposal on those terms. Furthermore, I declare that I am authorized to sign this document, either as an owner of the property, or as an agent for the owner or entity. Please note that 1.5% per month (18% per yr.) will be added to all outstanding balances.

Marketing and Photography Consent

By accepting services from Twinkle Nights, the client grants Twinkle Nights and its affiliates the unrestricted right to photograph and/or video record the decorated property, including all lighting and décor installed by Twinkle Nights. These images and recordings may be used for advertising, marketing, promotional materials, social media, website content, and other business-related purposes, without further consent or compensation.

Twinkle Nights will not disclose any personal information, including the client's name, street address, or identifying details beyond what is visible in the imagery itself. All usage will focus on showcasing the lighting and décor work in a respectful and professional manner.

If a client wishes to opt out of marketing use of their property images, a written request must be submitted prior to or at signing of agreement.

C.

COST-SHARE STATUS COVER SHEET

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

Proposal: Parcel 39 Phase 1&2, SR 13 Landscape Maintenance Services

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

☒ Yes (Please proceed to question 2)

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

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

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

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

[End of Cover Sheet]

COST SHARE REQUEST

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

Requesting Party: Rivers Edge III CDD

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

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

Landscape maintenance addendum for Parcel 39, Plats 1 & 2 and SR 13 Roundabout for landscape maintenance services.

(Yellowstone Landscape Services)

Total Proposed
Compensation: \$ 117,840.00

Cost Share		
Calculation:	<u>\$41,833.20</u>	Rivers Edge
	<u>\$34,739.23</u>	Rivers Edge II
	<u>\$41,267.57</u>	Rivers Edge III

Methodology
Consultant Approval: _____
(Signature)

(Date)

If requesting addition of new improvements:

Engineer
Approval: _____
(Signature)

(Date)

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

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

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____

RIVERS EDGE III CDD

By: _____
☐ Chair ☐ Vice-Chair, Board of Supervisors

Date: _____



Landscape Maintenance Services Proposal
prepared for

Rivers Edge III- Parcel 39 Phase 1 & 2/SR 13 Roundabout

October 06, 2025



YELLOWSTONE
LANDSCAPE

EXHIBIT "A"

LANDSCAPE MANAGEMENT SERVICES

PRICING SHEET

RIVERS EDGE III- PARCEL 39 PHASE 1 & 2/SR 13

ROUNDBOUT

Core Maintenance Services	
Maintenance	\$98,640
Includes Mowing, Edging, String Trimming, Shrub Pruning, Tree Pruning, Weeding & Cleanup	
IPM	\$11,400
Includes Fertilization & Pest Control Applications	
Irrigation Inspections	\$4,080
Monthly	
Palm Pruning	\$3,720
Prune 93 Palms 1 Time Per Year	
Total	\$117,840

Grand Total Annual:	\$117,840.00
Grand Total Monthly:	\$9,820.00

EXHIBIT "B"

PERFORMANCE STANDARDS

RIVERS EDGE III- PARCEL 39 PHASE 1 & 2/SR 13 ROUNDAABOUT

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

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

Service	Visits
Site Visits	52
Maintenance	52
Detailing	With Each Visit
IPM - Fertilization & Pest Control	Turf: 6 blanket and spot treatments as needed Shrubs/Trees/Palms: 2 blanket and spot treatments as needed
Irrigation Inspections	12
Mulch	Per Request
Tree Pruning	Up to 10ft above grade - above 10ft will be proposed
Palm Pruning	1