

Rivers Edge III
Community Development District

November 19, 2025

AGENDA

Rivers Edge III
Community Development District
475 West Town Place, Suite 114
St. Augustine, Florida 32092
www.RiversEdge2CDD.com

November 12, 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, November 19, 2025 at 12:00 p.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 – Consideration of Proposal for Preparation of a Public Facilities Report
 - C. District Counsel
 - D. District Manager
 - E. General Manager – Monthly Operations and Pond Reports
- IV. Approval of Consent Agenda
 - A. Minutes of the October 15, 2025 Meeting
 - B. Financial Statements as of September 30, 2025
 - C. Check Register
 - D. Ratification of Construction Funding Request Nos. 17 and 18
- V. Consideration of Amendment to Tri-Party Interlocal and Cost Share Agreement

- VI. Ratification of Consent to Conveyance of Parcel 37 to the St. Johns County School District
- VII. Consideration of Draft Acquisition Documents for Rivertown Cove – Parcel 28/30
- VIII. Consideration of Cost Share Request for Maintenance Vehicle Replacement
- IX. Consideration of Resolution 2026-01, Amending the Fiscal Year 2025 Budget
- X. Supervisor Requests
- XI. Audience Comments
- XII. Next Scheduled Meetings – December 17, 2025 at 9:00 a.m. at the RiverHouse
- XIII. 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 November 2025

- **General Maintenance**

- We have detailed and cleaned up the RiverHouse and RiverClub. Next week the team will start the grass cutback depending on the muhly blooming.
- 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.
- Winter flowers will be installed on the second week of December 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 showing 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.
 - Others will be looked at for rain sensor installation and hidden by plant material if required.

- **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
- Lead tech is Treating roses with bone meal and liquid fertilizer.

- **Arbor**

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

B.



Jacksonville Office
13901 Sutton Park Drive S., Suite 200, Jacksonville, FL 32224
P: 1.833.723.4768

November 6, 2025

Corbin deNagy
Rivers Edge III CDD
Governmental Management Services LLC
3196 Merchants Row Blvd. Suite 130
Tallahassee, FL 32311

Re: Proposal for Rivers Edge III CDD 2025 Public Facilities Report

Dear Corbin,

Thank you very much for this opportunity to provide this professional services proposal for the Rivers Edge III CDD. PRIME AE Group, Inc. ("PRIME AE") has extensive experience with preparing Public Facilities Reports for CDD's and we are highly qualified for this project.

The purpose of this proposal is to formally communicate to you what we believe to be an appropriate scope and fee to successfully complete the Public Facilities Report for the Rivers Edge III CDD.

Generally, we understand (and more thoroughly outline below) that PRIME AE will perform a review of the existing conditions for the Public Facilities Report.

Task 1 – Development of Public Facilities Report

PRIME AE's engineering services include:

- Perform site visit to review existing Public Facilities owned by the District.
- Coordinate with District staff to verify all improvements completed.
- Provide 2025 Public Facilities Report to Board for review and acceptance.

Fee Summary

TASK	DESCRIPTION	FEE
1	Development of Public Facilities Report (Lump Sum)	\$7,500.00

ADDITIONAL SERVICES:

Any services requested outside of the scope of work above will be charged hourly according to the rate schedule attached but will not commence without written permission. PRIME AE will obtain proposals for other sub-consultant services including surveying, geotechnical investigation, etc., as necessary to complete the proposed work. We will assist with coordinating the work of all subconsultants by providing site information and data, as and when requested. These sub-consultants will contract with you directly for their services.

Our scope of work for this project does not include the following:

- Civil Construction Documents
- Landscape Architecture Construction Documents
- Entry Feature/Hardscape Design
- Wetland/Wildlife Identification, Studies, Flagging or Permitting
- Traffic Study/Signalization
- Transportation Impact Analysis Report
- Offsite Transportation Improvements
- Land or Easement Acquisition Elements
- Surveys
- Site Lighting
- Structural Design Including Bulkhead and Retaining Walls
- Electrical Design
- Geotechnical Engineering/Investigations
- Environmental studies/analysis
- Fire Protection studies, analysis or design
- Off-site stormwater modeling or design
- Flood zone analysis and FEMA permitting (separate consultant)
- Stormwater System Maintenance Agreement Assistance
- NPDES Stormwater Permitting
- Hardscape design
- Architectural drawings
- Permitting
- Permit/application Fees
- Civil Site Design, beyond budget

OUT-OF-POCKET EXPENSES:

All job-related travel, reprographic, printing and plotting costs and supplies, telefax and long distance telephone charges, mail and courier delivery services will be billed at cost plus 15%.

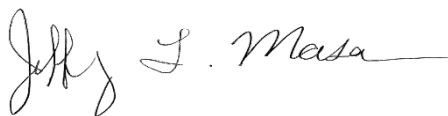
This proposal includes our Standard Terms & Conditions and Rate Schedule, which are incorporated herein by reference and made part hereof.

PRIME AE shall indemnify and hold the Client harmless from any loss or damage to the proportionate extent caused by PRIME AE's negligent performance of services under this Agreement.

It is our pleasure to provide this professional services proposal to you. Please feel free to call me at (904) 739-3655 if you have any questions or concerns. If you wish to authorize us to proceed, we ask that you sign and return one copy of the signed proposal to our office. If you have any questions regarding our proposal, we remain available to discuss it with you at your convenience.

Thank you again for the opportunity to provide our engineering services for this project.

Sincerely,



Jeffery L. Mason, P.E.
Director, Civil Site Land South Region



Ryan P. Stilwell, P.E.
SVP, Land South Region

Enclosures: Standard Terms & Conditions
Rate Schedule

Accepted By:

Signature

Typed Name and Title

Date

1. General Provisions. These Standard Terms & Conditions ("ST&C"), together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform the base services as outlined in the proposal ("Services"). Any services excluded from the proposal shall not be part of the Services unless added per Section 2 of this Agreement. The Client acknowledges receipt of and accepts these ST&C by receiving the proposal. Client agrees that these ST&C shall supersede any Client terms and conditions whenever signed by PRIME AE unless the Client provides written notice to PRIME AE's authorized representative within five days of the proposal date explicitly rejecting these ST&C. Any purported changes or modifications to these ST&C shall be null and void unless they are initialed and dated adjacent to the purported change or modification by an authorized PRIME AE representative. The Client agrees that upon its authorization to proceed to PRIME AE, these ST&C shall supersede any subsequent Client terms and conditions signed by PRIME AE. PRIME AE and Client may be referred to collectively herein as "the Parties," and any of them may be called "a Party." The technical and pricing information in the proposal is confidential and proprietary property of PRIME AE. It shall not be disclosed or made available to third parties without the prior express written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may necessitate revisions in scope and fee. PRIME AE will inform the Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith in accordance with Section 2 of this Agreement.

2. Modification or Amendment to this Agreement. Additional services may be undertaken at PRIME AE's sole discretion. This Agreement may only be changed, amended, supplemented, superseded, or waived if both parties specifically agree in writing to such amendment before the effective date.

3. Independent Contractor. PRIME AE is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or establish an employer/employee or principal/agent relationship between PRIME AE and Client or its subcontractors or consultants. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement.

4. Standard of Care. PRIME AE's Services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists, and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). Nothing in this Agreement, the Client's terms and conditions or any other document will require a level of performance higher than this Standard of Care. No other warranty of any kind (including but not limited to fit for purpose and free from defect type warranties), whether express or implied, at common law or created by statute, is extended, made, or intended by the performance of PRIME AE's Services under the Agreement for this project.

5. Invoicing and Payment. PRIME AE fees are quoted for the present calendar year of the proposal and will be subject to escalation on January 1st each year thereafter as determined by PRIME AE in its sole discretion. The Client shall pay PRIME AE according to the rates and charges outlined in the proposal. Invoices are net cash, due and payable upon receipt, but no later than thirty (30) days from the invoice date. Full payment of all invoices will be due before the release of any Work Product. Payment shall not be subject to any withholding or retention except for disputed fees. In writing, the Client shall notify PRIME AE of any disputed fees within seven (7) days from the invoice date, give reasons for the objection, and promptly pay the undisputed fees. If the Client fails to make any payment due to PRIME AE for Services and expenses within thirty (30) days after receipt of PRIME AE's invoice, the fees due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day. In addition, PRIME AE may suspend Services under this Agreement upon written notice to Client for any breach of this Agreement, including nonpayment of PRIME AE's fees. In the event of a suspension of Services, PRIME AE shall have no liability or responsibility to the Client for delay or damage caused to the Client because of such suspension of Services. Upon suspension, Client shall pay all undisputed fees before PRIME AE continues any performance of Services or delivery of any deliverables. The Client shall pay PRIME AE any fees or expenditures incurred to suspend and restart Services. If PRIME AE employs the services of any attorney or collection agency to collect any sums due hereunder

or to enforce any terms contained herein. In that case, Client agrees to pay PRIME AE for its staff time to collect payment, collection agency fees, reasonable attorney's fees, and court costs incurred by PRIME AE to collect outstanding fees.

6. Client Scope Changes and Delays. Singular or aggregate Client scope changes in the design or Client delays to the design may result in additional fees and schedule relief. The Client agrees that changes and modifications to the design after thirty percent (30%) design completion may result in additional fees and schedule relief. Any fee and schedule changes shall be made per Section 2 of this Agreement.

7. Right of Entry. The Client shall be responsible for obtaining all legal right-of-entry and associated costs on properties required by the project.

8. Reliance. PRIME AE shall be entitled to rely, without limitation or liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for PRIME AE's independent verification unless required by the Standard of Care. Client agrees to indemnify, defend, and hold harmless PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by PRIME AE or others due to PRIME AE's reliance on such information contemplated under this Section.

9. Regulatory Permits. PRIME AE does not represent or guarantee that any permit or approval will be issued by any governmental body, given the complexity and frequent changes in applicable rules, regulations, and interpretations by authorities. The fees and corresponding scope of Services have been formulated based upon existing regulatory codes, ordinances, and procedures known to PRIME AE on the date of proposal preparation. If subsequent regulatory changes require revisions to Services completed or an increased level of effort, compensation for these additional services shall be provided in accordance with Section 2 herein. This Agreement does not include application fees required by any regulatory agency. We ask that the Client furnish the appropriate fee when applications are submitted. Permits may contain a requirement for public noticing. Any publishing and associated fees shall be the responsibility of the permittee (Client). Permits may be conditioned upon the Engineer of Record inspection and certification of construction. If such a condition is imposed, progress and final inspections must be provided by PRIME AE. Compensation for this additional work shall be provided by Section 2 herein.

10. Insurance. PRIME AE will maintain workers' compensation insurance as required under the state's laws in which the Services will be performed. PRIME AE agrees to provide at its own expense, Comprehensive General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Professional Liability insurance for \$1,000,000 per claim and \$2,000,000 in the aggregate covering negligent performance of Services; Automobile Liability insurance with a combined single of \$1,000,000 per occurrence; and will, upon request, furnish certificates of insurance to Client reflecting PRIME AE's standard coverages and providing thirty (30) days prior written notice in the event of cancellation in coverage.

11. Confidentiality. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing Services under this Agreement, except to the extent required for: (1) performance of Services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of Services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

12. Work Product. Upon Client's payment of all fees due and owing PRIME AE, ownership of PRIME AE's final deliverables, drawings, specifications and other documents and electronic data furnished by PRIME AE under this Agreement ("Work Product") shall pass to Client subject to the following limitations: Client acknowledges and agrees that: (i) PRIME AE's Work Product is not intended or represented to be suitable for use on the Project unless completed and signed by PRIME AE's authorized representative; (ii) Work Product marked with words such as not for construction, permitting plans, or marked with any similar statement is not suitable for construction and Client may not rely on this Work Product for construction purposes and does so at its own risk; (iii) regardless of any state

or local law or regulation, Client agrees that PRIME AE shall no longer be the Engineer or Architect of Record, and shall have no liability whatsoever, for PRIME AE's Work Product, obtained without PRIME AE's permission, from any public record, or by the Client in accordance with this section, provided to a third party for use on the Project or any other project; (iv) PRIME AE's Work Product is not intended for use or reuse by Client or others for additions or alterations to the Project or any other project without prior written authorization (including completion, verification and adaption) by PRIME AE; (v) any such use, reuse or modification of PRIME AE's Work Product will be at Client's and others sole risk and without liability or legal exposure to PRIME AE; (vi) Client shall indemnify, defend and hold harmless PRIME AE and its owners and employees from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any such use, reuse or modification of PRIME AE's Work Product; and (vii) Client shall grant to PRIME AE an irrevocable, perpetual, fully paid-up right and license to use, exploit, manufacture, distribute, copy, adapt and display the Work Product, including any enhancements thereof. Any opinions rendered by PRIME AE pursuant to this Agreement or in Work Product are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE.

13. Termination of Services and Agreement. Either Party may terminate this Agreement upon ten (10) days' written notice to the other Party. Whether Client or PRIME AE terminates this Agreement, the Client agrees to compensate PRIME AE for all Service fees and additional services agreed hereunder, performed, and commitments made before the termination, together with reimbursable expenses, including those of subcontractors, subconsultants, and vendors.

14. Indemnification. Subjection to Section 19 of this Agreement, PRIME AE shall indemnify and hold the Client harmless from any loss or damage to the proportionate extent caused by PRIME AE's negligent performance of services under this Agreement. The Client shall indemnify and hold PRIME AE harmless from any loss or damage caused by the Client's acts or omissions.

15. Mutual Waiver of Consequential Damages. In no event shall either Party be liable to the other, whether in contract, tort, or any other cause whatsoever, for any consequential, liquidated damages, special, incidental, indirect, punitive, or exemplary damages, and the Parties release each other from any such liability.

16. Design Services During Construction (DSDC). If PRIME AE provides DSDC during the construction phase of the project, it is understood that the purpose of such Services, including project site visits, will be to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will generally conform to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incidental to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's DSDC includes shop drawing review or requests for information as outlined in PRIME AE's Services, PRIME AE will review (or take other appropriate action concerning) shop drawings, samples, and other data which PRIME AE's Services require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information outlined in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products), construction, or safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of construction, an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction. If DSDC is not included in the Services, and the Client requests DSDC from PRIME AE, Client and PRIME AE shall execute a written amendment per Section 2 of this Agreement.

17. Certifications. PRIME AE shall not be required to sign any documents, no matter by whom requested, including for the Client to obtain financing, that would result in PRIME AE's having to exceed the Standard of Care, or provide

certification, a guarantee, or a warranty that a contractor or third party's work on the project conforms to the contract documents, or agree to terms that conflict with these ST&C.

18. Opinion of Possible Costs. When required as part of its scope of Services outlined in its proposal, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of possible cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by PRIME AE hereunder will be made based on PRIME AE's experience and qualifications. They will represent PRIME AE's judgment per the Standard of Care. Except to the extent directly caused by a breach of the Standard of Care, PRIME AE is not responsible for and has no liability for quantity variances. The Client will not seek reimbursement from PRIME AE for costs arising from or related to such variances. Client acknowledges and agrees that: (i) the interim Work Product prepared and delivered by PRIME AE for the project are preliminary, not fully detailed, subject to change, and not ready for construction; (ii) Client is responsible for pricing assumptions and quantity take-offs; and (iii) PRIME AE does not guarantee or warrant that its designs can be constructed within a lump sum price, GMP, contract budget, or other estimated or bid value.

19. Risk Allocations. Client and PRIME AE have discussed the project's risks, rewards, anticipated outcome, and an estimated total fee for PRIME AE's scope of Services and fully agree to the following risk allocations. To the fullest extent permitted by law, PRIME AE's total liability to Client (including anyone claiming by or through Client) for damages of any nature shall not exceed, in the aggregate, fifty thousand dollars, whether in contract, tort, or any other cause.

20. Force Majeure. If either party is prevented, hindered, or delayed in performing any of its obligations hereunder because of a Force Majeure occurrence, such party shall notify the other party, in writing, of the occurrence of such an event and the circumstances thereof within five (5) days after the occurrence of such an event. The civil code or common law in the jurisdiction where the project is located shall define Force Majeure. To the extent that a party's performance of its obligations hereunder is prevented, hindered or delayed by an event of Force Majeure and to the extent that notice has been given to the other party, such party shall be excused as of the date of occurrence of the event of Force Majeure from the performance or punctual performance of its obligations hereunder for so long as the relevant event of Force Majeure continues.

21. Certificate of Merit: Client shall make no claim (whether directly or in the form of a third-party claim) against PRIME AE unless Client shall have first provided PRIME AE with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such a certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to PRIME AE thirty (30) days before the institution of such judicial proceedings.

22. Dispute Resolution. If a dispute arises out of this Agreement or a breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by negotiation, before initiating legal proceedings, Client and PRIME AE agree to submit to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will share equally in their costs, and neither party will commence a civil action until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law. The Client agrees that any claim against PRIME AE shall be brought within one (1) year from the date of PRIME AE's final invoice, regardless of any applicable statute of repose or statute of limitation.

23. Precedence. These ST&C shall take precedence over and supersede any Client counterproposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

24. Severability. If any of these ST&C are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these ST&C to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

25. Survival. These ST&C shall survive the completion of PRIME AE's Services on the project, the suspension or termination of Services for any cause, and shall remain in full force and effect until PRIME AE is paid in full for all fees due hereunder.

26. Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida, without regard to conflict of laws. All disputes arising under or relating to this Agreement shall be brought and resolved solely and exclusively in the State Court located in Florida. If Client commences any legal action in connection with this Agreement, and PRIME AE prevails in such action, PRIME AE shall be entitled to recover, in addition to court costs, the amount of its attorneys' fees arising out of or related to the legal action, including consultant and expert's fees.

27. Assignment. This Agreement is not assignable by Client to any third party without the express prior written consent of PRIME AE. PRIME AE may assign this contract to any affiliate, subsidiary, or, in case of an acquisition or merger, the buyer.

28. No AI Training. The client may not use PRIME AE's Work Product, related documents, or data to train any artificial intelligence, machine learning, large language models, or other similar networks, algorithms, or systems.

29. No Individual Liability. PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OF PRIME AE GROUP, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ANY CLAIMS, DAMAGES, OR DISPUTES ARISING OUT OF AND SUBJECT TO THIS CONTRACT.

30. Construction Means, Methods, and Safety. PRIME AE is not responsible for selecting, supervising, directing, controlling, or otherwise being in charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs, or for the failure of Client, its contractor, engineers, architect, subcontractors, or other materialmen or service providers not engaged by PRIME AE to perform and complete construction of the project per the contract documents.

31. Compliance with Laws. In the event that standards of practice or legal requirements change during the project, PRIME shall promptly notify the Client of such changes and any additional costs that this may create, both in the Project cost itself and the compensation due to PRIME AE.

32. Headings. Section or paragraph headings included herein are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof.



Hourly Rate Schedule

Effective May 2023

Planning & Engineering

Senior Vice President	\$300
Vice President	\$250
Project Director/Chief	\$235
Senior Project Manager	\$200
Project Manager	\$190
Senior Engineer	\$185
Engineer	\$150
Senior Planner & Senior Landscape Architect	\$180
Planner & Landscape Architect	\$150
Senior Graphic Arts Director	\$170
Graphic Art Designer	\$130
Senior Designer	\$150
Designer	\$120
CADD Technician	\$105
Clerical	\$ 95
Administrative Support	\$ 95

Project & Business Services

Project Administrator	\$160
Sr. Project Researcher	\$150
Project Researcher	\$145
Sr. Public Relations Liaison	\$160
Technical Writer	\$115

Information Services

Programmer	\$150
Information Systems	\$150
GIS Programmer	\$165
GIS Analyst	\$140
GIS Technician	\$125

CEI/Construction Management Services

Resident Engineer	\$175
Construction Project Manager	\$190
Sr. Construction Inspector	\$125
Construction Inspector	\$105

All Reimbursable Expenses Shall Be Cost Times A Factor Of 1.15

E.

RIVERTOWN

RECDD's Monthly Operations Report

Date of report: 11/19/2025

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. Filters are on order.

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 and grill cabana. Palm trees have been removed; water has been drained and chip out of the old marcite has begun. Border tiles are currently being installed.

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. Work began the week of 11/10.

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 budgeting purposes for this.

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. This is now complete.

Small Founta in front of Welcome Center:

The motor in the small fountain in this pond has burnt up and a replacement fountain is required. This fountain provides little aesthetic appeal, and the aeration is not effective in controlling the algae. I would recommend that we do not replace it and remove the unit entirely.

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. This was approved and we are working on scheduling. We expect this to take months as there are many parts to it that we must work around i.e rentals and the ongoing pool 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.

Crosswalk Signs:

One of the signs that alert pedestrian traffic is inoperable at the roundabout in front of the RiverHouse. The circuit board is bad, and we have ordered a replacement. These come from a company in Canada, so we expect a delay in their arrival.

RiverFront Park Trails:

The asphalt millings path in the park needs a new layer of millings added on top as the old has deteriorated over time and caused some safety issues. This is now complete.

Accidents:

We have had 2 accidents this month. One involved a golf cart and mailbox kiosk behind the old model homes on Whistling Straights, and the other a car collided with a light pole in front of the Groves on Rivertown main. Repairs have begun on these and we are working to obtain police reports to get the repair cost paid back through insurance.

Rental Side Remodel:

We have begun the process of developing a plan and gathering quotes for the remodel of the rental side at the RiverHouse. Chairman McIntyre is our liaison for this project. We will present this to the board when all the information is gathered.

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. This is now complete.

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. This is now complete.

Pirate Ship Playground:

During a playground inspection we discovered some severe rot on the top decking and supporting posts of the pirate ship at the RiverClub. We closed the structure and notified the community. We are working through Kompan on a potential warranty claim.

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. This is now complete.

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. 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. This is now complete.

RIVERTOWN

RECDD's Lifestyle Report

Date of report: **11/19/2025**

Submitted by: **Kim Fatuch**

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
 - Tons of great feedback from residents
- 10.11.25 – Fall Festival Vendor Market
 - Vendor market open to local artisan vendors with 48 businesses signed up.
 - Residents can enjoy an evening complete with a kids zone, DJ, vendor booths, pumpkin patch and food trucks
 - Had to move to parking lot but vendors and residents loved setup. We had roughly 500 people attend this event. Tons of great feedback.



- 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
 - What a blast!!! So many rave reviews about this awesome event.



10.23.25 – Trivia

- Well attended, monthly recurring event

November Events

- 11.1.25 – Community Garage Sale
 - Open to all residents of Rivertown and Watersong
- 11.7.25 – Greg Johnson
 - Live music at the café
- 11.15.25 – Planksgiving Boil
 - Bringing pirates and seafood boil to Rivertown amphitheater.
 - A fun event for all ages. We will have Outer Banks Seafood Boil Company providing the food, pirates and musicians singing sea shantys and even hosting a Treasure Hunt!
- 11.21.25 – Cider & Smores with Emily Mikus
 - Residents are invited to the Riverclub to listen to live music by Emily Mikus while enjoying fireside smores and cider.

(Continued)

RIVERTOWN

RECDD's Amenity Manager Report

Date of report: 11/19/2025

Submitted by: Ken Council

Operations have been running smoothly at all 3 RiverTown Amenity Centers. The RiverHouse Lap & Family Pool Renovations are still underway. Commercial Fitness came out on 10/23/2025 to replace both elliptical machines at the RiverHouse Gym due to rust damage. RiverHouse fire hydrant annual inspections completed by Wayne Automatic 11/4/2025. The replacement TV for RiverClub Game Room TV #2 has been installed. RiverClub fire hydrant annual inspections completed by Wayne Automatic 11/4/2025. 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

Clubhouse Staff Hours:

- 11am – 5pm (Tuesday – Sunday)

Closed Mondays

Recreational & Lap Pool:

- Full repair of both pools still underway
- 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
- Both elliptical machines were replaced on 10.23.2025 due to rust damage

Other Updates:

- Fire hydrant annual inspections completed by Wayne Automatic on 11/4/2025

- Pool repair/construction began September 22, 2025
-

RiverClub

Amenity Hours:

- 10am – 9pm (Sunday, Monday, Wednesday, & Thursday)
- 10am – 10pm (Friday & Saturday)

Closed Tuesdays

Other Updates:

- Fire hydrant annual inspections completed by Wayne Automatic on 11/4/2025
 - Installed replacement TV for Game Room TV #2.
 - Replaced worn/damaged pool landscape signage
-

RiverLodge

Amenity Hours (Airnasium, Fireplace, Lounge Area):

- 10am – 30 minutes before sunset (Thursday - Tuesday)

Closed Wednesdays

Water Activity Pool/Splash Pad & Lifeguard Hours:

- Water Activity Pool with splash pad closed for season.

Lazy River & Volleyball Court Hours:

- 10am – 30 minutes before sunset

Closed Wednesdays

Fitness Center:

- 4am – 12am (Sunday – Saturday)

Other Updates:

- New ceiling fan installed above Clubhouse outside desk

RIVERTOWN

RECDD's Cafe Report

Date of report: 11/19/2025

Submitted by: Lisa McCormick & Richard Losco

The restaurant celebrated the start of the fall season with lively events, including Music Bingo, Trivia Night, and Friday Night Music. The combination of great entertainment, delicious food, and shared experiences made it an enjoyable time for the residents of RiverTown.

Café sales have consistently increased over time, reflecting steady growth, operational improvement, and strong guest satisfaction. There was noticeable improvement in all areas of operation, including bar service, kitchen efficiency, food delivery, and table service. The upward trend in sales highlights the positive impact of enhanced service standards and the continued focus on delivering high-quality food and beverages. This progress demonstrates the team's commitment to excellence and the café's ongoing success in meeting the expectations of residents and guests.

The Fall Menu has been implemented and the feedback from the residents is very positive. Lisa has done a great job of creating a variety of choices and keeping them engaged on a weekly basis.

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

Square POS Net Sales were up 74.2% for the month of September @ \$69,291 compared to \$39,788 prior year. The variances in net sales and metrics were due to the Café being closed 09/26/24 – 09/28/24(Thursday-Saturday) due to Hurricane Helene. The facility had no electricity due to the storm.

Cost of Goods Sold (Food and Beverage) were @ 47.6% in the month of September, compared to 56.4% prior year.

Food & Beverage as % of Revenue:

Target	12-Month	% Rate – 40%
Optimal	12-Month	% Rate – 35%
Actual	September '25	% Rate – 48%

Gross Wages as % of net sales were 31.1% in the month of September, compared to 48.4% prior year.

Gross Wages as % of Revenue:

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

We look forward to a successful new fiscal year filled with continued growth and improvement. The focus remains on enhancing operations, elevating service standards, and providing exceptional experience for every resident. With a commitment to quality, innovation, and hospitality, the team is dedicated to making the upcoming year the most successful one yet.



Work Order 00898196

Work Order 00898196
Number

Created Date 11/7/2025

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 11/5 & 11/7.
Herbicide was used to manage invasive and
nuisance vegetation along the perimeters of
ponds 90,91,81,82,85,87,89,83 & FFF.
Any accessible trash was removed.
Dye was added to reduce light penetration and
suppress growth.
Probiotics were added to ponds 90,81, & 89 in
order to suppress nutrients contributing to
growth.
Algae was treated in ponds 81,86,87,89,83 &
FFF with algaecide.
Aquatic herbicide was added to mix in ponds 83
& FFF to manage excessive submersed
vegetation.
Thank you for being a Solitude customer!

Prepared By KYLE FOLLANSBEE



Work Order 00898196

Work Order 00898196
Number

Account

Rivers Edge III CDD

Contact

Kevin McKendree

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Created Date 11/7/2025

Work Order Assets

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

Service Parameters



Work Order 00898196

Work Order 00898196
Number

Account

Rivers Edge III CDD

Contact

Kevin McKendree

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Created Date 11/7/2025

Asset	Product Work Type	Specialist Comments to Customer
Rivers Edge CDD III Pond ZZ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond YY	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond VV	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond RR	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond QQ	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond PP	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond II	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond FFF	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond EEE	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond DDD	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond CCC	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond BBB	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond AAA	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 96	TRASH / DEBRIS COLLECTION (IN HOUSE)	
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 91	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 90	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 89	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 88	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 87	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 86	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 85	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 84	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 83	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 82	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 81	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond 80	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Rivers Edge CDD III Pond ZZ	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond ZZ	MONITORING	
Rivers Edge CDD III Pond ZZ	LAKE WEED CONTROL	



Work Order	00898196	Account	Rivers Edge III CDD
Work Order	00898196	Contact	Kevin McKendree
Number		Address	73 Shinnecock Drive Saint Johns, FL 32259 United States

Created Date 11/7/2025

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 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	



Work Order 00898196
 Work Order 00898196
 Number

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

Created Date 11/7/2025

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 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 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	



Work Order	00898196	Account	Rivers Edge III CDD
Work Order	00898196	Contact	Kevin McKendree
Number		Address	73 Shinnecock Drive Saint Johns, FL 32259 United States

Created Date 11/7/2025

Rivers Edge CDD III Pond 92	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 90	SHORELINE WEED CONTROL	
Rivers Edge CDD III Pond 90	MONITORING	
Rivers Edge CDD III Pond 90	LAKE WEED CONTROL	
Rivers Edge CDD III Pond 90	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	
Rivers Edge CDD III Pond 89	ALGAE CONTROL	
Rivers Edge CDD III Pond 88	SHORELINE WEED CONTROL	
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 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	



Work Order 00898196

Work Order 00898196
Number

Account

Rivers Edge III CDD

Contact

Kevin McKendree

Address

73 Shinnecock Drive
Saint Johns, FL 32259
United States

Created Date 11/7/2025

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 VV		
Rivers Edge CDD III Pond RR		
Rivers Edge CDD III Pond ZZ		
Rivers Edge CDD III Pond YY		
Rivers Edge CDD III Pond II		
Rivers Edge CDD III Pond FFF		
Rivers Edge CDD III Pond QQ		
Rivers Edge CDD III Pond PP		
Rivers Edge CDD III Pond AAA		
Rivers Edge CDD III Pond 96		
Rivers Edge CDD III Pond CCC		
Rivers Edge CDD III Pond BBB		
Rivers Edge CDD III Pond 93		
Rivers Edge CDD III Pond 92		
Rivers Edge CDD III Pond 95		
Rivers Edge CDD III Pond 94		
Rivers Edge CDD III Pond EEE		
Rivers Edge CDD III Pond DDD		
Rivers Edge CDD III Pond 81		



Work Order 00898196
Work Order 00898196
Number

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

Created Date 11/7/2025

Rivers Edge CDD III Pond 80		
Rivers Edge CDD III Pond 83		
Rivers Edge CDD III Pond 82		
Rivers Edge CDD III Pond 89		
Rivers Edge CDD III Pond 88		
Rivers Edge CDD III Pond 91		
Rivers Edge CDD III Pond 90		
Rivers Edge CDD III Pond 85		
Rivers Edge CDD III Pond 84		
Rivers Edge CDD III Pond 87		
Rivers Edge CDD III Pond 86		



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]	SJSO24CAD213191	[REDACTED]	[REDACTED]	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
Stat Sheet

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

NAME / ID:	Deputy #10779			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
	SJSO25CAD220681			6

ACTIVITY / COMMENTS:

Total Contacts:5 Citations: 0 Warnings:8 Top speed meaused by radar was; , **41MPH onKeystone
Corners**



ST JOHNS COUNTY SHERIFF'S OFFICE
Stat Sheet

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

NAME / ID:	Deputy #10779			
DATE	CAD #	TIME IN	TIME OUT	TOTAL HOURS
	SJSO25CAD225287			6

ACTIVITY / COMMENTS:

Total Contacts:67Citations: 2 Warnings:5 Top speed meausred by radar was; , **41MPH onKeystone
Corners**



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]	SJSO25CAD241382	[redacted]	[redacted]	6

ACTIVITY / COMMENTS:

Total Contacts:10 Citations: 1 Warnings: 8 Top speed measured by radar was, **48MPH on Kendall Crossing Dr.

A group of road cyclists were stopped due to running the three was stop at Kendall Crossing Dr and RiverTown Main Street.

Multiple rounds of patrols conducted throughout the entire neighborhood.

RollKall Invoice#: 5761085



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]	SJSO25CAD244678	[redacted]	[redacted]	6

ACTIVITY / COMMENTS:

Total Contacts:4 Citations:1 Warnings:3 Top speed measured by Radar was, **39 MPH on Kendall Crossing Dr

Multiple rounds of patrols conducted throughout the entire neighborhood.

RollKall Invoice#: 5761087

FOURTH ORDER OF BUSINESS

A.

MINUTES OF MEETING
RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Rivers Edge III Community Development District was held on Wednesday, October 15, 2025 at 9:35 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

DJ Smith	Chairman
Stacey Robertson	Supervisor
Jarrett O’Leary	Supervisor

Also present were:

Corbin deNagy	District Manager
Lauren Gentry <i>by phone</i>	District Counsel
Mary Grace Henley	District Counsel
Richard Losco	General Manager
Jeff Mason	District Engineer
Jason Davidson	Regional General Manager
Kevin McKendree	Field Operations Manager
Kimberly Fatuch	Lifestyle Director
Ken Council	Amenity Manager
Lisa McCormick	Vesta Property Services
Garrett Cannady	Yellowstone
Several Residents	

The following is a summary of the discussions and actions taken at the October 15, 2025 meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the meeting to order at 9:35 a.m.

SECOND ORDER OF BUSINESS

Public Comment

Ryan Winter asked the Board to take action to remove the Flock Safety surveillance system as it is a danger to his family safety and violates reasonable expectation of privacy. He went on to comment that the Board secretly made the decision to spend \$41,400 of residents money to purchase an unsafe system that has been abused in other places in America, that spies

on law-abiding residents' daily movements and sends that data to unknown parties, not limited to the St. Johns County Sheriff's Office and it offers no privacy or data protection for residents.

Jordan, a Groves resident, commented that a few years ago registered golf carts were discussed with the idea that the community could figure out who might be parking illegally and damaging things and there was very significant pushback amongst residents, however AI cameras were put in. While it may have been done with good intentions, it was done very quickly without much discussion. He asked why it's necessary to have cameras that track movements around the community without informing the residents. Residents' vehicle information is being given to a private vendor with the hope that the information doesn't become compromised.

Michael Leaning asked what the problems were that occurred that resulted in the Flock camera system being installed and how its success is being measured. He went on to comment that the contract with Flock automatically renews in October, so there should be a plan to see if it is actually bringing value to the community and if the contract should be expanded or canceled.

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. Trimming of the palm trees will begin in a few weeks.

B. District Engineer

There being nothing to report, the next item followed.

C. District Counsel

Ms. Henley reminded the board members to complete their four hours of required ethics training that is due by the end of the year. Next, Ms. Henley asked the Board for authorization to effectuate the transfer of a parcel of land within a tract on Claiborne Lane that was dedicated to the CDD to the St. Johns County School Board.

Mr. Smith stated that he is familiar with the matter and the Board authorized staff to work on transferring the property to the school board.

D. District Manager – Update on the Fiscal Year 2025 Goals & Objectives

Mr. deNagy reminded the Board of the goals and objectives adopted last year for Fiscal Year 2025, all of which are on track to be achieved.

E. General Manager - Monthly Operations and Pond Reports

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

FOURTH ORDER OF BUSINESS**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**

Copies of the minutes, financial statements, and check register totaling \$382,047.33 were included in the agenda package for the Board's review.

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

FIFTH ORDER OF BUSINESS**Consideration of Amendment to Tri-Party Interlocal and Cost Share Agreement**

Mr. deNagy stated that the amendment to the tri-party interlocal and cost share agreement is largely to replace the references to Mattamy with Rivers Edge III CDD. Some of the terminology in the cost share methodology is also being updated. He noted Exhibit C will need to be updated to include more information on the map. The corrected agreement will be brought back to the next meeting for approval.

SIXTH ORDER OF BUSINESS**Consideration of Acquisition of Rivertown Forest (Parcel 39), Phases 1 & 2**

Ms. Henley presented the acquisition package, noting it is the same package as was presented at the last meeting, just updated to include Phase 2.

On MOTION by Mr. Smith seconded by Mr. O’Leary with all in favor the acquisition of Rivertown Forest (Parcel 39), Phases 1 & 2 was approved in substantial form.

SEVENTH ORDER OF BUSINESS**Consideration of Cost Share Requests****A. Painting of the RiverHouse Facility**

Mr. Losco presented three proposals to paint the interior and exterior of the RiverHouse facility, noting the project is conditional upon Rivers Edge CDD approving the cost share. Painting was included in the budget in the amount of \$90,680, however all three proposals have come in over the budgeted amount. The proposals range from \$98,939 to \$113,138.

On MOTION by Mr. Smith seconded by Mr. O’Leary with all in favor the cost share request for painting the RiverHouse facility was approved with Investment Painting selected as the vendor.

B. Holiday Lighting & Decorations

Mr. Losco presented two proposals for holiday lighting and decorations totaling \$30,224.35 to \$30,233.75. Twinkle Nights also offered the option of a three-year agreement totaling \$26,526.25 for each of the three years.

On MOTION by Mr. Smith seconded by Mr. O’Leary with all in favor the cost share request for holiday lighting and decorations was approved with Twinkle Nights selected as the vendor and their three-year proposal.

C. Landscape Maintenance of Parcel 39, Phase 1 & 2

Mr. Losco presented a proposal from Yellowstone Landscape to add Parcel 39 and the State Road 13 roundabout to the landscape contract for an additional \$117,840 per year.

On MOTION by Mr. Smith seconded by Mr. O’Leary with all in favor the cost share request for landscape maintenance of Parcel 39, Phases 1 & 2 and the State Road 13 roundabout was approved, contingent on the District’s acquisition of these improvements.

EIGHTH ORDER OF BUSINESS**Supervisor Requests**

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Audience Comments

A resident asked how the residents would be notified if the Board were to take action on the Flock security system.

Ms. Henley responded that the Board would need to request the item be added to a future agenda for discussion. She asked if the Board would like to proceed.

Mr. Smith responded that a joint meeting with all three CDDs would be necessary. He added that he would not be opposed to having a joint meeting.

Ms. Henley added that certain discussions regarding the security plan require the meeting be closed to the public.

TENTH ORDER OF BUSINESS

Next Scheduled Meetings – November 19, 2025 at 9:00 a.m. at the RiverHouse

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Smith seconded by Mr. O’Leary with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.

Rivers Edge III
Community Development District

Unaudited Financial Reporting
September 30, 2025



Rivers Edge III
Community Development District
Combined Balance Sheet
September 30, 2025

	General Fund	Debt Service Fund	Capital Reserve Fund	Capital Project Fund	Totals Governmental Funds
Assets:					
Cash:					
Operating Account	\$ 4,014	\$ -	\$ 229,722	\$ -	\$ 233,736
Assessments Receivable	9,926	5,952	-	-	15,878
Due from Capital Project Fund	5,351	-	-	-	5,351
Due from Developer	200,000	-	-	-	200,000
Investments:					
State Board of Administration (SBA)	14	-	-	-	14
Custody	95	-	-	-	95
Series 2021					
Reserve	-	276,361	-	-	276,361
Prepayment	-	150	-	-	150
Revenue	-	259,282	-	-	259,282
Construction	-	-	-	454	454
Series 2024					
Reserve	-	347,759	-	-	347,759
Capital Interest	-	339,598	-	-	339,598
Prepayment	-	4,753	-	-	4,753
Construction	-	-	-	27,553	27,553
Series 2025					
Reserve	-	359,483	-	-	359,483
Capital Interest	-	798,237	-	-	798,237
Cost of Issuance	-	-	-	5,516	5,516
Construction	-	-	-	39,330	39,330
Prepaid Expenses	5,150	-	-	-	5,150
Deposits	1,550	-	-	-	1,550
Total Assets	\$ 226,099	\$ 2,391,574	\$ 229,722	\$ 72,853	\$ 2,920,249
Liabilities:					
Accounts Payable	\$ 33,308	\$ -	\$ -	\$ -	\$ 33,308
Accrued Expenses	33,905	-	-	-	33,905
Due to General Fund	-	-	-	5,351	5,351
Total Liabilities	\$ 67,213	\$ -	\$ -	\$ 5,351	\$ 72,564
Fund Balance:					
Nonspendable:					
Prepaid Items	\$ 5,150	\$ -	\$ -	\$ -	\$ 5,150
Deposits	1,550	-	-	-	1,550
Restricted for:					
Debt Service - Series	-	2,391,574	-	-	2,391,574
Capital Project - Series	-	-	-	67,502	67,502
Assigned for:					
Capital Reserve Fund	-	-	229,722	-	229,722
Unassigned	152,186	-	-	-	152,186
Total Fund Balances	\$ 158,886	\$ 2,391,574	\$ 229,722	\$ 67,502	\$ 2,847,685
Total Liabilities & Fund Balance	\$ 226,099	\$ 2,391,574	\$ 229,722	\$ 72,853	\$ 2,920,249

Rivers Edge III
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 918,137	\$ 918,137	\$ 932,416	\$ 14,279
Special Assessments - Direct Bill	76,160	76,160	76,160	-
Developer Contributions	845,241	845,241	1,951,058	1,105,817
Miscellaneous Income/Interest	2,000	2,000	4,611	2,611
Total Revenues	\$ 1,841,538	\$ 1,841,538	\$ 2,964,246	\$ 1,122,707
Expenditures:				
<u>General & Administrative:</u>				
District Engineer	\$ 5,000	\$ 5,000	\$ 13,686	\$ (8,686)
District Counsel	25,000	25,000	32,010	(7,010)
District Management	31,461	31,461	31,461	(0)
Assessment Roll Administration	5,618	5,618	5,618	-
Dissemination Agent	3,933	3,933	4,491	(559)
Information Technology	1,348	1,348	1,578	(230)
Website Administration	2,022	2,022	2,368	(345)
Website Maintenance	848	848	2,274	(1,426)
Annual Audit	5,200	5,200	6,700	(1,500)
Trustee Fees	6,000	6,000	5,324	676
Arbitrage Rebate	600	600	600	-
Telephone	150	150	48	102
Postage & Delivery	250	250	1,021	(771)
Printing & Binding	1,000	1,000	619	381
Insurance General Liability	6,334	6,334	6,161	173
Legal Advertising	1,500	1,500	2,143	(643)
Other Current Charges	500	500	154	346
Office Supplies	50	50	4	46
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 96,989	\$ 96,989	\$ 116,436	\$ (19,446)
<u>Operations & Maintenance</u>				
<u>Grounds Maintenance:</u>				
Cost Share Landscaping - Rivers Edge	\$ 103,480	\$ 103,480	\$ 103,480	\$ 0
Field Operations Management (Vesta)	39,438	39,438	39,813	(375)
Landscape Maintenance	476,418	476,418	807,006	(330,588)
Landscape Contingency	15,000	15,000	259,928	(244,928)
Irrigation Repairs and Maintenance	40,000	40,000	85,026	(45,026)
Lake Maintenance	18,000	18,000	26,872	(8,872)
Irrigation Water Use	7,200	7,200	208,844	(201,644)
Electric	1,000	1,000	53,110	(52,111)
Street Lighting	10,000	10,000	-	10,000
Street and Drainage Maintenance	3,000	3,000	-	3,000
Other Repair & Replacements	10,000	10,000	6,862	3,138
Subtotal Grounds Maintenance	\$ 723,535	\$ 723,535	\$ 1,590,942	\$ (867,406)

Rivers Edge III
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
<u>Amenity Center:</u>				
Cost Share Amenity - Rivers Edge	\$ 155,848	\$ 155,848	\$ 155,848	\$ 0
General Manager (Vesta)	46,793	46,793	47,855	(1,062)
Amenity Manager (Vesta)	29,632	29,632	29,632	0
Maintenance Service (Vesta)	103,123	103,123	103,123	0
Lifestyle Director (Vesta)	43,329	43,329	43,329	-
Lifeguards (Vesta)	53,507	53,507	54,178	(671)
Facility Attendant (Vesta)	85,718	85,718	85,718	(0)
Janitorial (Vesta)	32,875	32,875	32,875	0
Security Monitoring	1,800	1,800	2,730	(930)
Security Guards	25,000	25,000	-	25,000
Telephone	8,500	8,500	14,966	(6,466)
Insurance	14,000	14,000	80,229	(66,229)
Fitness Equipment Lease	68,488	68,488	68,896	(408)
Window Cleaning	1,500	1,500	-	1,500
Pressure Washing	15,000	15,000	-	15,000
Pool Chemicals	20,000	20,000	36,756	(16,756)
Natural Gas	500	500	639	(139)
Electric	20,000	20,000	-	20,000
Water & Sewer	30,000	30,000	15,610	14,390
Amenity Repairs and Replacement	10,000	10,000	51,266	(41,266)
Refuse	15,000	15,000	15,038	(38)
Pest Control	3,600	3,600	960	2,640
Fire Alarm System and Maintenance	2,000	2,000	-	2,000
Access Cards	1,000	1,000	-	1,000
License & Permits	1,800	1,800	-	1,800
Special Events	15,000	15,000	13,710	1,290
Holiday Decorations	10,000	10,000	15,572	(5,572)
Office Supplies & Postage	1,500	1,500	-	1,500
Capital Expenditures	5,500	5,500	-	5,500
Capital Reserve Funding	200,000	200,000	200,000	-
Subtotal Amenity Center	\$ 1,021,013	\$ 1,021,013	\$ 1,068,929	\$ (47,916)
Total Operations & Maintenance	\$ 1,744,548	\$ 1,744,548	\$ 2,659,871	\$ (915,322)
Total Expenditures	\$ 1,841,538	\$ 1,841,538	\$ 2,776,306	\$ (934,769)
Excess (Deficiency) of Revenues over Expenditures	\$ 0	\$ 1	\$ 187,939	\$ 187,939
<u>Other Financing Sources/(Uses):</u>				
Transfer In	\$ -	\$ -	\$ 25,000	\$ (25,000)
Transfer (Out)	-	-	(25,000)	25,000
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (0)	\$ 1	\$ 187,939	\$ 187,939
Fund Balance - Beginning	\$ -		\$ (29,053)	
Fund Balance - Ending	\$ (0)		\$ 158,886	

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	\$ -	\$ -	\$ 9,926	\$ 932,416
Special Assessments - Direct Bill	38,080	38,080	-	-	-	-	-	-	-	-	-	-	76,160
Developer Contributions	-	404,690	-	-	-	-	600,000	146,368	-	-	-	800,000	1,951,058
Miscellaneous Income/Interest	30	25	117	844	1,089	928	718	153	333	130	227	16	4,611
Total Revenues	\$ 38,110	\$ 492,416	\$ 832,703	\$ 844	\$ 31,755	\$ 7,574	\$ 600,718	\$ 148,029	\$ 1,798	\$ 130	\$ 227	\$ 809,942	\$ 2,964,246

Expenditures:

General & Administrative:

District Engineer	\$ 2,035	\$ 125	\$ -	\$ -	\$ 391	\$ 1,115	\$ 6,962	\$ -	\$ 820	\$ -	\$ 1,322	\$ 915	\$ 13,686
District Counsel	2,132	2,107	899	2,280	3,349	5,446	3,120	3,345	2,631	2,012	-	4,690	32,010
District Management	2,622	2,622	2,622	2,622	2,622	2,622	2,622	2,622	2,622	2,622	2,622	2,622	31,461
Assessment Roll Administration	5,618	-	-	-	-	-	-	-	-	-	-	-	5,618
Dissemination Agent	328	328	328	578	328	328	428	328	328	328	328	536	4,491
Information Technology	112	112	112	112	112	112	112	112	45	45	545	45	1,578
Website Administration	169	169	168	169	169	169	169	168	67	67	817	67	2,368
Website Maintenance	-	-	400	-	-	400	-	-	569	169	169	569	2,274
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	85	1,021
Printing & Binding	11	12	31	1	12	39	7	8	66	364	7	62	619
Insurance General Liability	6,161	-	-	-	-	-	-	-	-	-	-	-	6,161
Legal Advertising	1,851	-	-	-	-	88	86	118	-	-	-	-	2,143
Other Current Charges	-	-	-	-	-	-	-	-	-	-	-	154	154
Office Supplies	0	1	-	0	1	0	0	0	0	0	0	1	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	\$ 9,746	\$ 116,436

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	\$ 8,623	\$ 103,480
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	3,287	39,813
Landscape Maintenance	63,501	63,501	63,501	63,501	63,501	63,501	70,999	70,999	70,999	70,999	70,999	70,999	807,006
Landscape Contingency	-	7,620	6,725	35,730	5,600	5,600	-	141,081	4,620	9,360	26,875	16,717	259,928
Irrigation Repairs and Maintenance	9,640	11,473	12,149	9,543	3,866	7,841	-	9,079	14,041	1,002	151	6,241	85,026
Lake Maintenance	1,842	1,842	1,842	1,842	1,842	1,842	1,842	2,992	3,942	1,842	2,601	2,601	26,872
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	14,481	208,844
Electric	4,285	4,132	4,131	4,554	4,306	3,922	3,986	4,571	4,880	4,619	4,783	4,940	53,110
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	\$ 127,890	\$ 1,590,942

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	\$ 12,987	\$ 155,848
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	4,049	47,855
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	2,469	29,632
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	8,594	103,123
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	3,611	43,329
Lifeguards (Vesta)	-	-	-	-	-	4,360	3,332	6,187	12,007	14,765	11,005	2,523	54,178
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	7,143	85,718
Janitorial (Vesta)	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	2,740	32,875
Security Monitoring	-	-	555	-	-	555	-	-	555	510	-	555	2,730
Security Guards	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	1,932	1,882	961	1,217	1,217	1,217	1,217	1,217	1,217	963	963	963	14,966
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	5,741	68,896
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	4,721	36,756
Natural Gas	-	-	-	-	-	-	266	77	-	149	78	69	639
Electric	-	-	-	-	-	-	-	-	-	-	-	-	-
Water & Sewer	1,063	1,473	1,694	963	928	894	1,287	1,450	1,568	1,478	1,407	1,404	15,610
Amenity Repairs and Replacement	8,777	900	1,817	447	2,014	731	934	1,689	5,222	6,101	5,165	17,470	51,266
Refuse	1,180	1,180	1,172	1,214	1,227	1,235	1,235	1,149	1,346	1,183	1,457	1,461	15,038
Pest Control	80	80	80	-	160	80	80	80	80	80	80	80	960
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	-	-	-	-	-	-	-	-	-	-	-	200,000	200,000
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	\$ 276,580	\$ 1,068,929
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	\$ 404,470	\$ 2,659,871
Total Expenditures	\$ 273,709	\$ 180,292	\$ 187,323	\$ 220,670	\$ 166,486	\$ 176,585	\$ 184,493	\$ 334,828	\$ 209,023	\$ 209,323	\$ 219,360	\$ 414,215	\$ 2,776,306
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)	\$ 395,727	\$ 187,939
Other Financing Sources/Uses:													
Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000
Transfer (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)	\$ 370,727	\$ 187,939

Rivers Edge III
Community Development District
Debt Service Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 552,665	\$ 552,665	\$ 559,144	\$ 6,479
Special Assessments - Prepayments	-	-	60,460	60,460
Interest Income	10,000	10,000	27,791	17,791
Total Revenues	\$ 562,665	\$ 562,665	\$647,395	\$ 84,730
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	\$ 26,899	\$ 15,324
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 11,575	\$ 11,575	\$ 26,899	\$ 15,324
Fund Balance - Beginning	\$ 233,368		\$ 514,846	
Fund Balance - Ending	\$ 244,943		\$ 541,745	

Rivers Edge III
Community Development District
Debt Service Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Special Assessment ⁽¹⁾	\$ -	\$ -	\$ -	\$ -
Prepayments	-	-	4,753	4,753
Interest Income	10,000	10,000	39,725	29,725
Total Revenues	\$ 10,000	\$ 10,000	\$ 44,478	\$ 34,478
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)	\$ (494,167)	\$ 34,478
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (528,644)	\$ (528,644)	\$ (494,167)	\$ 34,478
Fund Balance - Beginning	\$ 1,178,252		\$ 1,186,277	
Fund Balance - Ending	\$ 649,608		\$ 692,110	

(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 September 30, 2025

	Proposed	Prorated Budget	Actual	
	Budget	Thru 09/30/25	Thru 09/30/25	Variance
Revenues:				
Special Assessment ⁽¹⁾	\$ -	\$ -	\$ -	\$ -
Bond Proceeds	-	-	1,147,950	1,147,950
Interest Income	-	-	9,769	9,769
Total Revenues	\$ -	\$ -	\$ 1,157,719	\$ 1,157,719
Expenditures:				
Interest - 11/1	\$ -	\$ -	\$ -	\$ -
Interest - 5/1	-	-	-	-
Principal - 5/1	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 1,157,719	\$ 1,157,719
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 1,157,719	\$ 1,157,719
Fund Balance - Beginning	\$ 1,178,252		\$ -	
Fund Balance - Ending	\$ 1,178,252		\$ 1,157,719	

(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 September 30, 2025

Description	SE 2021	SE 2024	SE 2025	Total
Revenues				
<i><u>Interest Income:</u></i>				
Construction	\$ 19	\$ 1,063	\$ 41,013	\$ 42,096
Cost of Issuance	-	118	166	284
Developer Contributions	-	2,352,364	-	2,352,364
Bond Proceeds	-	-	8,967,050	8,967,050
Transfer In	-	-	-	-
Total Revenues	\$ 19	\$ 2,353,545	\$ 9,008,229	\$ 11,361,794
Expenditures				
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)	\$ 19	\$ 1,182	\$ 44,847	\$ 46,048
Fund Balance - Beginning	\$ (4,917)	\$ 26,371	\$ -	\$ 21,455
Fund Balance - Ending	\$ (4,897)	\$ 27,553	\$ 44,847	\$ 67,502

Rivers Edge III
Community Development District
Capital Reserve Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2025

	Adopted Budget	Prorated Budget Thru 09/30/25	Actual Thru 09/30/25	Variance
Revenues				
Capital Reserve Funding	\$ 200,000	\$ 200,000	\$ 200,000	\$ -
Developer Contributions	-	-	114,016	114,016
Interest	100	100	-	(100)
Total Revenues	\$ 200,100	\$ 200,100	\$ 314,016	\$ 113,916
Expenditures:				
Repair and Replacements	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Capital Outlay	-	-	114,016	(114,016)
Bank Fee	-	-	270	(270)
Total Expenditures	\$ 5,000	\$ 5,000	\$ 114,286	\$ (109,286)
Excess (Deficiency) of Revenues over Expenditures	\$ 195,100	\$ 195,100	\$ 199,730	\$ 223,202
Other Financing Sources/(Uses)				
Transfer In	\$ -	\$ -	\$ 25,000	\$ 25,000
Transfer (Out)	-	-	(25,000)	(25,000)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 195,100		\$ 199,730	
Fund Balance - Beginning	\$ 46,016		\$ 29,992	
Fund Balance - Ending	\$ 241,116		\$ 229,722	

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	\$	276,361	
Reserve Fund Balance		276,361	
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 TO	# UNITS	ASSESSED		
		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	1,468,719.04
TOTAL REVENUE	888	550,581.30	994,297.74	1,544,879.04

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	-
559,143.82	932,416.41	1,491,560.23	(6,962.92)
559,143.82	1,008,576.41	1,567,720.23	(6,962.92)

DIRECT BILL PERCENT COLLECTED	0.00%	100.00%	100.00%
TAX ROLL PERCENT COLLECTED	101.56%	101.56%	101.56%
TOTAL PERCENT COLLECTED	101.56%	101.44%	101.48%

(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
INTEREST	10/9/2025	53.09	88.52	141.61
EXCESS FEES	10/28/2025	5,899.24	9,837.41	15,736.65
		-	-	
TOTAL TAX ROLL RECEIPTS		559,143.82	932,416.41	1,491,560.23

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Rivers Edge III

Community Development District

Check Run Summary September 30, 2025

Fund	Date	Check No.	Amount
General Fund			
	9/8/25	950-964	\$ 134,755.85
	9/10/25	965-993	176,898.35
	9/30/25	994-995	100,490.57
Total			\$ 412,144.77

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
9/08/25	00003	8/01/25	68	202508 310-51300-34000		*	2,621.75		
			AUG MANAGEMENT FEES						
		8/01/25	68	202508 310-51300-35200		*	168.50		
			AUG WEBSITE ADMIN						
		8/01/25	68	202508 310-51300-35100		*	112.33		
			AUG INFO TECH						
		8/01/25	68	202508 310-51300-32400		*	327.75		
			AUG DISSEM AGENT SRVCS						
		8/01/25	68	202508 310-51300-51000		*	.36		
			OFFICE SUPPLIES						
		8/01/25	68	202508 310-51300-42000		*	60.33		
			POSTAGE						
		8/01/25	68	202508 310-51300-42500		*	6.60		
			COPIES						
		8/01/25	68	202508 310-51300-41000		*	7.34		
			TELEPHONE						
				GOVERNMENTAL MANAGEMENT SERVICES				3,304.96	000950
9/08/25	00003	8/01/25	71	202508 310-51300-35100		*	1,250.00		
			FY25 INFO TECH						
				GOVERNMENTAL MANAGEMENT SERVICES				1,250.00	000951
9/08/25	00051	8/04/25	7155877	202508 320-57200-45210		*	2,050.70		
			POOL CHEMICALS						
		8/04/25	7155877	202508 320-57200-45210		*	45.00-		
			CREDIT MEMO INV#7159066						
				HAWKINS INC				2,005.70	000952
9/08/25	00076	8/08/25	211	202508 320-57200-60000		*	2,800.00		
			DRAINAGE INSTALLATION						
				PAVER DESIGN SCAPES LLC				2,800.00	000953
9/08/25	00011	8/12/25	CS-2025-	202508 320-57200-49100		*	8,623.33		
			CS LANDSCAPE AUGUST 2025						
		8/12/25	CS-2025-	202508 320-57200-49200		*	12,987.33		
			CS AMENITY AUGUST 2025						
				RIVERS EDGE CDD				21,610.66	000954
9/08/25	00045	8/05/25	62100537	202508 320-57200-43500		*	80.00		
			AUG PEST CONTROL						
				TURNER PEST CONTROL				80.00	000955
9/08/25	00035	7/31/25	427981	202507 330-53800-34500		*	14,764.75		
			JUL LIFEGUARD HOURS						
				VESTA PROPERTY SERVICES INC				14,764.75	000956
				RE3C RV ED III	OKUZMUK				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK.... AMOUNT #
9/08/25	00046	8/01/25 25591095	202508 320-57200-60000	JANITORIAL SERVICES	*	47.96	
				W.B. MASON CO, INC			47.96 000957
9/08/25	00046	8/05/25 25596226	202508 320-57200-60000	JANITORIAL SERVICES	*	36.42	
				W.B. MASON CO, INC			36.42 000958
9/08/25	00046	8/07/25 25603262	202508 320-57200-60000	JANITORIAL SERVICES	*	26.81	
				W.B. MASON CO, INC			26.81 000959
9/08/25	00046	8/08/25 25605572	202508 320-57200-60000	JANITORIAL SERVICES	*	9.14	
				W.B. MASON CO, INC			9.14 000960
9/08/25	00046	8/08/25 25605935	202508 320-57200-60000	JANITORIAL SERVICES	*	89.97	
				W.B. MASON CO, INC			89.97 000961
9/08/25	00028	8/01/25 969161	202508 320-57200-46100	AUG LANDSCAPE MAINTENANCE	*	70,999.48	
				YELLOWSTONE LANDSCAPE			70,999.48 000962
9/08/25	00028	8/12/25 973998	202507 320-57200-46101	JUL MAINTENANCE	*	6,480.00	
				YELLOWSTONE LANDSCAPE			6,480.00 000963
9/08/25	00028	8/12/25 973999	202508 320-57200-46101	EMERGENCY TREE STAKING	*	11,250.00	
				YELLOWSTONE LANDSCAPE			11,250.00 000964
9/10/25	00074	8/25/25 2509	202508 320-57200-49500	HOLIDAY DECORATIONS	*	7,786.00	
				FIRST COAST TRIMLIGHT LLC			7,786.00 000965
9/10/25	00003	9/01/25 72	202509 310-51300-34000	SEP MANAGEMENT FEES	*	2,621.75	
		9/01/25 72	202509 310-51300-35200	SEP WEBSITE ADMIN	*	168.50	
		9/01/25 72	202509 310-51300-35100	SEP INFO TECH	*	112.33	
		9/01/25 72	202509 310-51300-32400	SEP DISSEM AGENT SRVCS	*	536.08	
		9/01/25 72	202509 310-51300-51000	OFFICE SUPPLIES	*	.57	

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER					RUN 11/11/25		PAGE 3		
*** CHECK DATES 09/01/2025 - 09/30/2025 ***		GENERAL FUND									
		BANK A RIVERS EDGE III CDD									
CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		9/01/25	72	202509	310-51300	-42000		*	85.28		
		9/01/25	72	202509	310-51300	-42500		*	61.95		
			POSTAGE COPIES								
							GOVERNMENTAL MANAGEMENT SERVICES			3,586.46	000966
9/10/25	00051	8/18/25	7171586	202508	320-57200	-45210		*	1,567.71		
		8/18/25	7171586	202508	320-57200	-45210		*	90.00-		
			POOL CHEMICALS CREDIT MEMO INV#7171822								
							HAWKINS INC			1,477.71	000967
9/10/25	00051	9/02/25	7185705	202509	320-57200	-45210		*	562.00		
			POOL CHEMICALS								
							HAWKINS INC			562.00	000968
9/10/25	00051	9/04/25	7188513	202509	320-57200	-45210		*	3,019.46		
		9/04/25	7188513	202509	320-57200	-45210		*	90.00-		
			POOL CHEMICALS CREDIT MEMO INV#7188826								
							HAWKINS INC			2,929.46	000969
9/10/25	00013	8/15/25	12921	202507	310-51300	-31500		*	2,011.85		
			JUL GENERAL COUNSEL								
							KILINSKI VAN WYK			2,011.85	000970
9/10/25	00062	8/21/25	55013	202507	310-51300	-31100		*	1,321.50		
			JUL PROFESSIONAL SERVICES								
							PRIME AE GROUP INC			1,321.50	000971
9/10/25	00071	8/19/25	66	202508	320-57200	-46101		*	1,400.00		
			8/18 TREE REMOVALS								
							QUILLS TREE SERVICES LLC			1,400.00	000972
9/10/25	00011	9/01/25	CS-2025-	202509	320-57200	-49100		*	8,623.33		
			CS LANDSCAPE SEP 2025								
		9/01/25	CS-2025-	202509	320-57200	-49200		*	12,987.33		
			CS AMENITY SEP 2025								
							RIVERS EDGE CDD			21,610.66	000973
9/10/25	00036	9/01/25	PSI19781	202509	320-57200	-46800		*	2,601.00		
			SEP LAKE MAINTENANCE								
							SOLITUDE LAKE MANAGEMENT LLC			2,601.00	000974
9/10/25	00077	6/11/25	0012166	202506	320-57200	-60000		*	199.00		
			BATHROOMS AC NOT COOLING								
							THIGPEN HEATING & COOLING INC			199.00	000975
							RE3C RV ED III				
							OKUZMUK				

CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
9/10/25	00077	8/16/25	0014741	202508	320-57200-60000				THIGPEN HEATING & COOLING INC	*	199.00	199.00	000976
9/10/25	00045	9/04/25	62112982	202509	320-57200-43500				TURNER PEST CONTROL	*	80.00	80.00	000977
9/10/25	00035	8/31/25	428416	202508	330-53800-34500				VESTA PROPERTY SERVICES INC	*	11,005.00	11,005.00	000978
9/10/25	00035	8/31/25	428420	202508	330-53800-34000				VESTA PROPERTY SERVICES INC	*	129.71	129.71	000979
9/10/25	00035	9/01/25	428165	202509	330-53800-34000				SEP GEN MANAGEMENT SRVCS	*	3,899.42		
		9/01/25	428165	202509	320-57200-44000				SEP FIELD OPS	*	3,286.50		
		9/01/25	428165	202509	330-53800-34300				SEP LIFESTYLE SRVCS	*	3,610.75		
		9/01/25	428165	202509	330-53800-34100				SEP AMEN MANAGEMENT SRVCS	*	2,469.33		
		9/01/25	428165	202509	330-53800-34600				SEP FAC MAINTENANCE SRVCS	*	8,593.58		
		9/01/25	428165	202509	330-53800-45300				SEP JANITORIAL SRVCS	*	2,739.58		
		9/01/25	428165	202509	330-53800-34400				SEP FACILITY ATTENDANT	*	7,143.17		
									VESTA PROPERTY SERVICES INC			31,742.33	000980
9/10/25	00046	8/14/25	25617943	202508	320-57200-60000				W.B. MASON CO, INC	*	292.75	292.75	000981
9/10/25	00046	8/14/25	25618026	202508	320-57200-60000				W.B. MASON CO, INC	*	74.76	74.76	000982
9/10/25	00046	8/21/25	25633965	202508	320-57200-60000				W.B. MASON CO, INC	*	56.97	56.97	000983
9/10/25	00046	8/22/25	25637653	202508	320-57200-60000				W.B. MASON CO, INC	*	37.38	37.38	000984

RE3C RV ED III OKUZMUK

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER										RUN 11/11/25		PAGE 5	
*** CHECK DATES 09/01/2025 - 09/30/2025 ***		GENERAL FUND													
		BANK A RIVERS EDGE III CDD													
CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME				STATUS	AMOUNT	CHECK..... AMOUNT #					
9/10/25	00046	8/25/25 25640006	202508 320-57200-60000 JANITORIAL SERVICES	W.B. MASON CO, INC				*	149.99	149.99	000985				
9/10/25	00046	8/28/25 25649149	202508 320-57200-60000 JANITORIAL SERVICES					*	721.25						
		8/28/25 25649149	202508 320-57200-60000 CREDIT MEMO INV#CM4023019	W.B. MASON CO, INC				*	38.49-	682.76	000986				
9/10/25	00060	8/21/25 21759	202508 320-57200-60000 DISINFECTANT WIPES CASE	WIPES.COM				*	461.68	461.68	000987				
9/10/25	00028	8/18/25 976256	202508 320-57200-46101 RMV/RPLC TREES	YELLOWSTONE LANDSCAPE				*	1,300.00	1,300.00	000988				
9/10/25	00028	8/21/25 977553	202508 320-57200-46101 RMV/RPLC HOLLY TREES	YELLOWSTONE LANDSCAPE				*	3,475.00	3,475.00	000989				
9/10/25	00028	8/29/25 982259	202508 320-57200-46200 ADD BUBBLERS TO TREES	YELLOWSTONE LANDSCAPE				*	150.90	150.90	000990				
9/10/25	00028	8/29/25 982261	202508 320-57200-46101 BERMUDA SOD INSTALLATION	YELLOWSTONE LANDSCAPE				*	9,450.00	9,450.00	000991				
9/10/25	00028	9/01/25 991123	202509 320-57200-46100 SEP LANDSCAPE MAINTENANCE	YELLOWSTONE LANDSCAPE				*	70,999.48	70,999.48	000992				
9/10/25	00028	9/03/25 989339	202509 320-57200-46101 BLUE DAZE	YELLOWSTONE LANDSCAPE				*	1,125.00	1,125.00	000993				
9/30/25	00048	9/02/25 CFR #15	202509 300-13100-10000 APPL FOR PMNT 13 SR 13	BURNHAM CONSTRUCTION INC				*	75,948.03	75,948.03	000994				
9/30/25	00054	9/03/25 CFR #16	202509 300-13100-10000 INV 01248801-12 SR 13	NICNEVOL ENGINEERING SERVICES, INC.				*	24,542.54	24,542.54	000995				
TOTAL FOR BANK A									412,144.77						
		RE3C RV ED III		OKUZMUK											

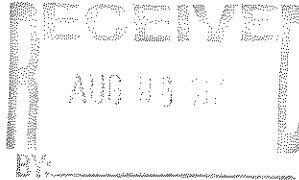
CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
TOTAL FOR REGISTER						412,144.77	

Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Invoice

Invoice #: 68
Invoice Date: 8/1/25
Due Date: 8/1/25
Case:
P.O. Number:

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



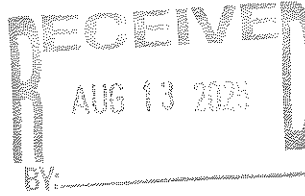
Description	Hours/Qty	Rate	Amount
Management Fees - August 2025		2,621.75	2,621.75
Website Administration - August 2025		168.50	168.50
Information Technology - August 2025		112.33	112.33
Dissemination Agent Services - August 2025		327.75	327.75
Office Supplies		0.36	0.36
Postage		60.33	60.33
Copies		6.60	6.60
Telephone		7.34	7.34
Total			\$3,304.96
Payments/Credits			\$0.00
Balance Due			\$3,304.96

Governmental Management Services, LLC

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

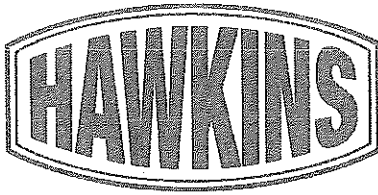
Invoice**Invoice #:** 71**Invoice Date:** 8/1/25**Due Date:** 8/1/25**Case:****P.O. Number:****Bill To:**

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



Description	Hours/Qty	Rate	Amount
Information Technology - FY25		1,250.00	1,250.00
Total			\$1,250.00
Payments/Credits			\$0.00
Balance Due			\$1,250.00

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	\$2,050.70
Invoice Number	7155877
Invoice Date	8/4/25
Sales Order Number/Type	4898105 SL
Branch Plant	74
Shipment Number	5870287

Sold To: 544866
Accounts Payable
RIVERS EDGE CDD 3
475 W Town PI STE 114
St Augustine FL 32092-3649

Ship To: 544867
RIVERLODGE
100 Grand Verde Dr
St Johns FL 32259-7546

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
9/3/25	Net 30	PPD Origin	HWTG						387
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	N	420.0000	GA	\$2.8700	GA	4,061.4 LB	\$1,205.40
		1 LB BLK (Mini-Bulk)		420.0000	GA			4,061.4 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00
2.000	14420	Sodium Bicarbonate	N	10.0000	BG	\$45.0000	BG	500.0 LB	\$450.00
		50 LB BG (Pool Grade)		10.0000	BG			510.0 GW	
3.000	42871	Sulfuric Acid 38-40%	N	5.0000	DD	\$61.6600	DD	810.0 LB	\$308.30
		15 GA DD		5.0000	DD			860.0 GW	
3.001	699922	15 GA Blu/Black Deldrum	N	5.0000	DD	\$15.0000	RD	50.0 LB	\$75.00
		DELDRM 1H1/X1.9/250		5.0000	RD			50.0 GW	

Approved RECDD 3
Submitted to AP 8.5.2025
By Kevin McKendree

Related Order #: 04898105

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Kevin McKendree



Page 1 of 1

Tax Rate

Sales Tax

0 %

\$0.00

Invoice Total

\$2,050.70

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:

Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:

Email: Credit.Dept@HawkinsInc.com

Phone Number: (612) 331-6910

Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:

US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.

Account #: 180120759469

ABA/Routing #: 091000022

Swift Code#: USBKUS44IMT

Type of Account: Corporate Checking

ACH PAYMENTS:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@HawkinsInc.com

CASH IN ADVANCE/EFT PAYMENTS:

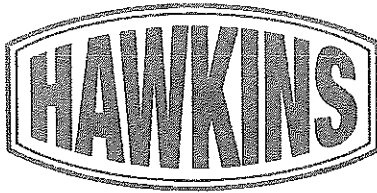
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1525997

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

CREDIT MEMO

Total Invoice	(\$45.00)
Invoice Number	7159066
Invoice Date	8/6/25
Sales Order Number/Type	4901086 CO
Branch Plant	74
Shipment Number	5874109

Sold To: 544866
Accounts Payable
RIVERS EDGE CDD 3
475 W Town PI STE 114
St Augustine FL 32092-3649

Ship To: 544867
RIVERLODGE
100 Grand Verde Dr
St Johns FL 32259-7546

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
9/5/25	Net 30	COL Origin	HWTG	EMPTIES					387
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.001	699922	15 GA Blu/Black Deldrum	N	3.0000-	DD	\$15.0000	DD	30.0- LB	(\$45.00)
		DELDRM 1H1/X1.9/250		3.0000-	DD			30.0- GW	

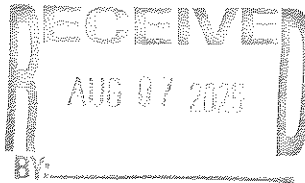
Related Order #: 04838754

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@Hawkinsinc.com
or call 612-331-6910 to get it setup on your account.

Approved RECDD 3
Submitted to AP 8.7.2025
By Kevin McKendree

Kevin McKendree



Page 1 of 1

Tax Rate Sales Tax
0 % \$0.00

Invoice Total **(\$45.00)**

No Discounts on Freight
IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: 180120759469
ABA/Routing #: 091000022
Swift Code#: USBKUS44IMT
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1538434

INVOICE

Paver Design Scapes, LLC
101 Markerside Ave Ste 404 PMB
140
Ponte Vedra, FL 320811542

paverdesignscapes@gmail.com
+1 (904) 537-5763



Bill to

Rivers Edge CDD 3
475 West town place Suite 114
St. Augustine
Florida
32092

Ship to

River Lodge
100 Grand Verde Dr.
Saint Johns, FL
32259

Invoice details

Invoice no.: 211
Terms: Net 30
Invoice date: 08/08/2025
Due date: 09/07/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Drainage Installation at River Lodge	Installation of 30ft of channel drain to prevent water from entering gym area	1	\$2,800.00	\$2,800.00

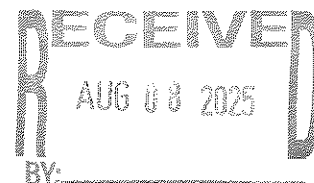
Total \$2,800.00

Ways to pay



[View and pay](#)

Approved RECDD 3
Submitted to AP 8.8.2025
By Kevin McKendree
Kevin McKendree



Rivers Edge CDD

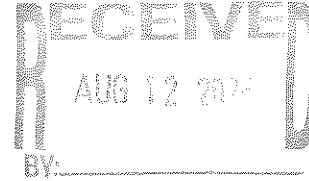
475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 8/12/25
INVOICE # CS-2025-AUG

Bill To:

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



DESCRIPTION		AMOUNT
Cost Share - Landscaping for August 2025	1.320.57200.49100	\$ 8,623.33
Cost Share - Amenity for August 2025	1.320.57200.49200	\$ 12,987.33
TOTAL		\$ 21,610.67

Make check payable to:

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

THANK YOU FOR YOUR BUSINESS!



PAYMENT ADDRESS:
Turner Pest Control LLC • P.O. Box 600323 • Jacksonville, Florida 32260-0323
904-355-5300 • Toll Free: 800-225-5305 • turnerpest.com

Turner Pest Control LLC
PO Box 600323
Jacksonville, FL 32260-0323
904-355-5300

Service Slip/Invoice

INVOICE: 621005379
DATE: 08/05/2025
ORDER: 621005379

Bill To: [931796]
Rivers Edge CDD III
475 W Town Pl
Suite 114
St Augustine, FL 32092-3648

Work Location: [931796] 904-679-5523
River Lodge-CDD III
Richard Losco
100 Grand Verde Drive
St Johns, FL 32259

Work Date	Time	Target Pest	Technician	Time In
08/05/2025	12:53 PM			12:53 PM
Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	08/05/2025		01:16 PM

Service	Description	Price
---------	-------------	-------

CPCM	Commercial Pest Control - Monthly Service	\$80.00
------	---	---------

SUBTOTAL	\$80.00
TAX	\$0.00
AMT. PAID	\$0.00
TOTAL	\$80.00

Approved RECDD 3
Submitted to A/P 08-06-25
By Richard Losco

Richard Losco



BY: _____

AMOUNT DUE \$80.00

On Car

TECHNICIAN SIGNATURE

On Car

sara
CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law.
Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE



Invoice

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

Invoice # 427981
Date 07/31/2025
Terms Net 30
Due Date 08/30/2025
Memo Lifeguard Hours

Bill To

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

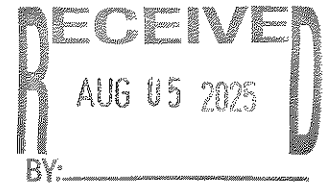
Description	Quantity	Rate	Amount
Lifeguard hours	748.34	19.73	14,764.75

Thank you for your business.

Total 14,764.75

Corbin deNagy

8/5/2025





Vesta
245 Riverside Ave
Suite 300
Jacksonville, FL 32202
Phone: 904-355-1831

Billable Services Invoice

Invoice: 6.26.25 – 7.25.25

Date: 7-29-2025

To:

Rivers Edge CDD 3
475 W. Town Place Suite 114
St. Augustine, Florida
32092
904-679-5523

For:

Non-contractual Billable
ServicesLifeguard Hours

DESCRIPTION	HOURS	RATE	AMOUNT
June 26 th – July 25 th	748.34	\$19.73	\$14764.75
TOTAL			\$14764.75

Thank you for your business!





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

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

(Page 1)

PM

Invoice Number	255910956
Customer Number	C3189841
Invoice Date	08/01/2025
Due Date	08/31/2025
Order Date	07/31/2025
Order Number	S154811537
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
CGW35001CT	CRYSTAL GEYSER WATER,ALPINE,SPRG,35BTL	4	CT	11.99	47.96

SUBTOTAL: 47.96
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 47.96
Total Due: 47.96

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

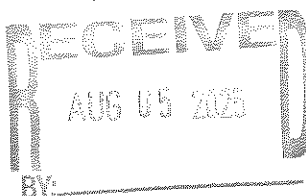


W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

Approved RECDD 3
Submitted to A/P 08-05-25
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	255910956
Invoice Date	08/01/2025
Terms	Net 30
Total Due	47.96

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

C31898412559109562559109560000000047963



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

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

PM

Invoice Number	255962262
Customer Number	C3189841
Invoice Date	08/05/2025
Due Date	09/04/2025
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

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ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
CPC01037	ALL PURPOSE CLEANER, FABULOSO 2X, 169OZ, LEMON, 3PK CASE	2	EA	18.21	36.42

SUBTOTAL: 36.42
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 36.42
Total Due: 36.42

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 08-15-25
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	255962262
Invoice Date	08/05/2025
Terms	Net 30
Total Due	36.42

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

C31898412559622622559622620000000036421



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

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

Invoice Number	256032623
Customer Number	C3189841
Invoice Date	08/07/2025
Due Date	09/06/2025
Order Date	08/06/2025
Order Number	S154952988
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

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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
BWKL26	DUSTER,LAMBSWOOL, 26"	1	EA	7.79	7.79
PGC08622	SWFR WET FRESH 6/12CT	3	BX	6.34	19.02

SUBTOTAL: 26.81
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 26.81
Total Due: 26.81

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 08-15-25
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	256032623
Invoice Date	08/07/2025
Terms	Net 30
Total Due	26.81

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

C31898412560326232560326230000000026817



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

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

(Page 1)

PM

Invoice Number	256055723
Customer Number	C3189841
Invoice Date	08/08/2025
Due Date	09/07/2025
Order Date	08/06/2025
Order Number	S154952988
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
BWKMINIDUSTER	DUSTER,MINI,11",AST	1	EA	9.14	9.14

SUBTOTAL: 9.14
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 9.14
Total Due: 9.14

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 08-15-25
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	256055723
Invoice Date	08/08/2025
Terms	Net 30
Total Due	9.14

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

C31898412560557232560557230000000009140



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

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

PM

Invoice Number	256059351
Customer Number	C3189841
Invoice Date	08/08/2025
Due Date	09/07/2025
Order Date	08/07/2025
Order Number	S154978219
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
HERX6639AK	LINER,REPRO,33X39 1.5ML,BK 100/CT	3	CT	29.99	89.97

SUBTOTAL: 89.97
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 89.97
Total Due: 89.97

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 08-15-25
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	256059351
Invoice Date	08/08/2025
Terms	Net 30
Total Due	89.97

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

C31898412560593512560593510000000089970



INVOICE

INVOICE #	INVOICE DATE
969161	8/1/2025
TERMS	PO NUMBER
Net 30	

Bill To:

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

Property Name: Rivers Edge CDD III

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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: August 31, 2025

Invoice Amount: \$70,999.48

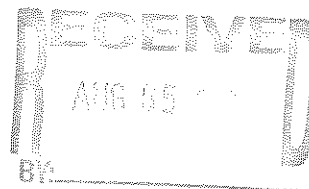
Description	Current Amount
Monthly Landscape Maintenance August 2025	\$70,999.48

Invoice Total **\$70,999.48**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 8.5.2025
by Jason Davidson

Jason Davidson



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



INVOICE

INVOICE #	INVOICE DATE
973998	8/12/2025
TERMS	PO NUMBER
Net 30	

Bill To:

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

Property Name: Rivers Edge CDD III

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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

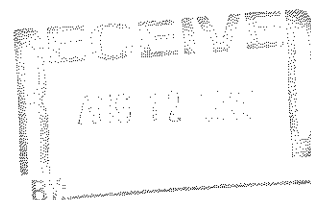
Invoice Due Date: September 11, 2025

Invoice Amount: \$6,480.00

Description	Current Amount
July Maintenance of Area Past Claiborne Lane	
Landscape Enhancement CORE	\$6,480.00

Invoice Total **\$6,480.00**

IN COMMERCIAL LANDSCAPING



Approved RECDD III
Submitted to AP on 8.12.2025
by Jason Davidson

Jason Davidson

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



INVOICE

INVOICE #	INVOICE DATE
973999	8/12/2025
TERMS	PO NUMBER
Net 30	

Bill To:

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

Property Name: Rivers Edge CDD III

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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: September 11, 2025

Invoice Amount: \$11,250.00

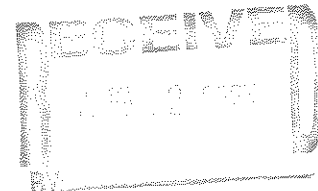
Description	Current Amount
Emergency Tree staking at Claiborne Ln	
Landscape Enhancement CORE	\$11,250.00

Invoice Total **\$11,250.00**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 8.12.2025
by Jason Davidson

Jason Davidson



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

First Coast Trimlight, LLC

822 10th Ave S
Jacksonville Beach, FL 32250
US
jon@fctrimlight.com
<https://fctrimlight.com>

**INVOICE**

BILL TO
Rivers Edge Community Development District 3
475 West Town Place Suite 114
St Augustine, Florida 32092

SHIP TO
Rivers Edge CDD 3
100 Grand Verde Drive
St Johns, FL 32259

INVOICE 2509
DATE 08/25/2025
TERMS Due on receipt
DUE DATE 08/25/2025

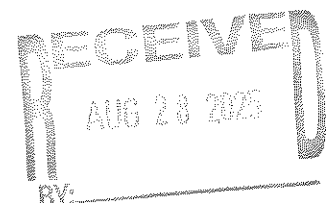
DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Commercial 12" spacing	146	36.00	5,256.00
	Commercial Trimlight 12" spacing (priced per foot)			
	Control System - EDGE	1.50	400.00	600.00
	12volt power supply (50-500watt) - UL Certified - Lifetime Warranty - Wifi 2.4G Trimlight EDGE controller, power cable, and enclosure box			
	Cable Cover	7.50	20.00	150.00
	Color matched cable cover used on roof, walls, and jumping from one channel to another.			
	Surge Protector	1.50	20.00	30.00
	120v plug-in style surge protector. 640Joules			
	Lift System	0.50	3,500.00	1,750.00
	Electronic Lift for taller homes or hard to reach places			

Riverlodge

SUBTOTAL 7,786.00
TAX 0.00
TOTAL 7,786.00

BALANCE DUE **\$7,786.00**

Approved RECDD 3
Submitted to A/P 08-28-2025
By Richard Losco
Richard Losco



Governmental Management Services, LLC

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

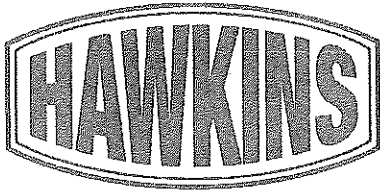
Invoice**Invoice #:** 72**Invoice Date:** 9/1/25**Due Date:** 9/1/25**Case:****P.O. Number:****Bill To:**

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



Description	Hours/Qty	Rate	Amount
Management Fees - September 2025		2,621.75	2,621.75
Website Administration - September 2025		168.50	168.50
Information Technology - September 2025		112.33	112.33
Dissemination Agent Services - September 2025		536.08	536.08
Office Supplies		0.57	0.57
Postage		85.28	85.28
Copies		61.95	61.95
		Total	\$3,586.46
		Payments/Credits	\$0.00
		Balance Due	\$3,586.46

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	\$1,567.71
Invoice Number	7171586
Invoice Date	8/18/25
Sales Order Number/Type	4912628 SL
Branch Plant	74
Shipment Number	5889108

Sold To: 544866
Accounts Payable
RIVERS EDGE CDD 3
475 W Town PI STE 114
St Augustine FL 32092-3649

Ship To: 544867
RIVERLODGE
100 Grand Verde Dr
St Johns FL 32259-7546

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
9/17/25	Net 30	PPD Origin	HWTG						387
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	N	225.0000	GA	\$2.8700	GA	2,175.8 LB	\$645.75
		1 LB BLK (Mini-Bulk)		225.0000	GA			2,175.8 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00
2.000	14420	Sodium Bicarbonate	N	10.0000	BG	\$45.0000	BG	500.0 LB	\$450.00
		50 LB BG (Pool Grade)		10.0000	BG			510.0 GW	
3.000	42871	Sulfuric Acid 38-40%	N	6.0000	DD	\$61.6600	DD	972.0 LB	\$369.96
		15 GA DD		6.0000	DD			1,032.0 GW	
3.001	699922	15 GA Blu/Black Deldrum	N	6.0000	DD	\$15.0000	RD	60.0 LB	\$90.00
		DELDRM 1H1/X1.9/250		6.0000	RD			60.0 GW	

Related Order #: 04912628

Approved RECDD 3
Submitted to AP 8.19.25
By Kevin McKendree

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Kevin McKendree

Page 1 of 1

Tax Rate BY Sales Tax
0 % \$0.00

Invoice Total

\$1,567.71

No Discounts on Freight
IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:

Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:

Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 331-6910

Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:

US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.

Account #: 180120759469

ABA/Routing #: 091000022

Swift Code#: USBKUS44IMT

Type of Account: Corporate Checking

ACH PAYMENTS:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.

For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:

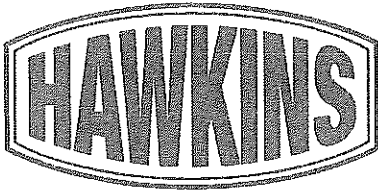
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.6(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1587693

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

CREDIT MEMO

Total Invoice	(\$90.00)
Invoice Number	7171822
Invoice Date	8/18/25
Sales Order Number/Type	4912655 CO
Branch Plant	74
Shipment Number	5889142

Sold To: 544866
Accounts Payable
RIVERS EDGE CDD 3
475 W Town PI STE 114
St Augustine FL 32092-3649

Ship To: 544867
RIVERLODGE
100 Grand Verde Dr
St Johns FL 32259-7546

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #			
9/17/25	Net 30	COL Origin	HWTG	EMPTIES		387			
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.001	699922	15 GA Blu/Black Deldrum	N	5.0000-	DD	\$15.0000	DD	50.0- LB	(\$75.00)
		DELDRM 1H1/X1.9/250		5.0000-	DD			50.0- GW	
Related Order #: 04853286									
1.002	699922	15 GA Blu/Black Deldrum	N	1.0000-	DD	\$15.0000	DD	10.0- LB	(\$15.00)
		DELDRM 1H1/X1.9/250		1.0000-	DD			10.0- GW	

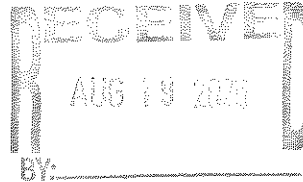
Related Order #: 04868274

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Approved RECDD 3
Submitted to AP 8.19.25
By Kevin McKendree

Kevin McKendree



Page 1 of 1

Tax Rate

Sales Tax

0 %

\$0.00

Invoice Total

(\$90.00)

No Discounts on Freight
IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:

Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:

Email: Credit.Dept@HawkinsInc.com

Phone Number: (612) 331-6910

Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:

US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.

Account #: 180120759469

ABA/Routing #: 091000022

Swift Code#: USBKUS44IMT

Type of Account: Corporate Checking

ACH PAYMENTS:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@HawkinsInc.com

CASH IN ADVANCE/EFT PAYMENTS:

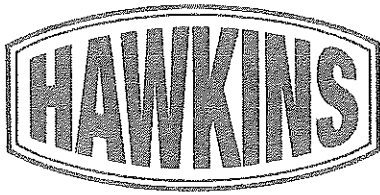
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1587720

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	\$562.00
Invoice Number	7185705
Invoice Date	9/2/25
Sales Order Number/Type	4925564 SL
Branch Plant	74
Shipment Number	5905543

Sold To: 544866
Accounts Payable
RIVERS EDGE CDD 3
475 W Town PI STE 114
St Augustine FL 32092-3649

Ship To: 544867
RIVERLODGE
100 Grand Verde Dr
St Johns FL 32259-7546

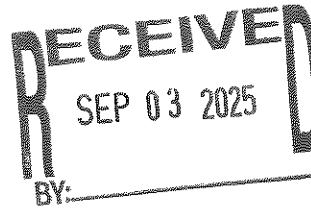
Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
10/2/25	Net 30	PPD Origin	HWTG						387
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	42784	NuClo Quick Kill	N	2.0000	PA	\$230.0000	PA	50.0 LB	\$460.00
		25 LB PA		2.0000	PA			54.0 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00
2.000	14420	Sodium Bicarbonate	N	2.0000	BG	\$45.0000	BG	100.0 LB	\$90.00
		50 LB BG (Pool Grade)		2.0000	BG			102.0 GW	

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com or call 612-331-6910 to get it setup on your account.

Approved RECDD 3
Submitted to AP 9.3.2025
By Kevin McKendree

Kevin McKendree



Page 1 of 1

Tax Rate

Sales Tax

0 %

\$0.00

Invoice Total

\$562.00

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:

Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:

Email: Credit.Dept@HawkinsInc.com

Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:

US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name:

Hawkins, Inc.

Account #:

180120759469

ABA/Routing #:

091000022

Swift Code#:

USBKUS44IMT

Type of Account:

Corporate Checking

ACH PAYMENTS:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@HawkinsInc.com

CASH IN ADVANCE/EFT PAYMENTS:

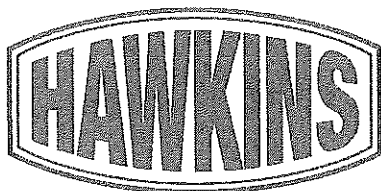
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1649621

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	\$3,019.46
Invoice Number	7188513
Invoice Date	9/4/25
Sales Order Number/Type	4929173 SL
Branch Plant	74
Shipment Number	5910246

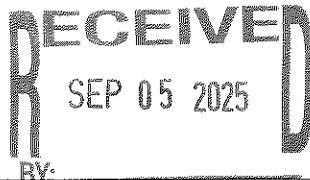
Sold To: 544866
Accounts Payable
RIVERS EDGE CDD 3
475 W Town PI STE 114
St Augustine FL 32092-3649

Ship To: 544867
RIVERLODGE
100 Grand Verde Dr
St Johns FL 32259-7546

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#			P.O. Release		Sales Agent #
10/4/25	Net 30	PPD Origin	HWTG						387
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870-1	N	250.0000	GA	\$2.8700	GA	2,417.5 LB	\$717.50
		1 LB BLK (Mini-Bulk)		250.0000	GA			2,417.5 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00
2.000	42784	NuClo Quick Kill	N	6.0000	PA	\$230.0000	PA	150.0 LB	\$1,380.00
		25 LB PA		6.0000	PA			162.0 GW	
3.000	14420	Sodium Bicarbonate	N	10.0000	BG	\$45.0000	BG	500.0 LB	\$450.00
		50 LB BG (Pool Grade)		10.0000	BG			510.0 GW	
4.000	42871	Sulfuric Acid 38-40%	N	6.0000	DD	\$61.6600	DD	972.0 LB	\$369.96
		15 GA DD		6.0000	DD			1,032.0 GW	
4.001	699922	15 GA Blu/Black Deldrum	N	6.0000	DD	\$15.0000	RD	60.0 LB	\$90.00
		DELDRM 1H1/X1.9/250		6.0000	RD			60.0 GW	

Approved RECDD 3
Submitted to AP 9.5.2025
By Kevin McKendree

Kevin McKendree



Page 1 of 2

Tax Rate

Sales Tax

0 %

\$0.00

Invoice Total

Continued on next page

No Discounts on Freight
IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:
Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:
Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 331-6910
Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:
US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.
Account #: 180120759469
ABA/Routing #: 091000022
Swift Code#: USBKUS44IMT
Type of Account: Corporate Checking

ACH PAYMENTS:
CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.
For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

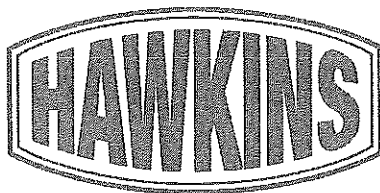
CASH IN ADVANCE/EFT PAYMENTS:
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

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www.hawkinsinc.com

Job# 1661689

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

INVOICE

Total Invoice	\$3,019.46
Invoice Number	7188513
Invoice Date	9/4/25
Sales Order Number/Type	4929173 SL
Branch Plant	74
Shipment Number	5910246

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
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Continued from previous page

Related Order #: 04929173

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Page 2 of 2

Tax Rate

Sales Tax

0 %

\$0.00

Invoice Total

\$3,019.46**No Discounts on Freight**

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.

**NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE
ALLOWED AFTER DELIVERY IS MADE IN GOOD
CONDITION.**

CHECK REMITTANCE:

Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:

Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 331-6910

Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:

US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name:

Hawkins, Inc.

Account #:

180120759459

ABA/Routing #:

091000022

Swift Code#:

USBKUS44IMT

Type of Account:

Corporate Checking

ACH PAYMENTS:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.

For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:

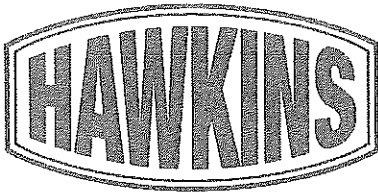
Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1661689

Original



Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910

CREDIT MEMO

Total Invoice	(\$90.00)
Invoice Number	7188826
Invoice Date	9/4/25
Sales Order Number/Type	4929188 CO
Branch Plant	74
Shipment Number	5910267

Sold To: 544866
Accounts Payable
RIVERS EDGE CDD 3
475 W Town PI STE 114
St Augustine FL 32092-3649

Ship To: 544867
RIVERLODGE
100 Grand Verde Dr
St Johns FL 32259-7546

Net Due Date	Terms	FOB Description	Ship Via	Customer P.O.#	P.O. Release	Sales Agent #
10/4/25	Net 30	COL Origin	HWTG	EMPTYES		387

Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.001	699922	15 GA Blu/Black Deldrum	N	5.0000-	DD	\$15.0000	DD	50.0- LB	(\$75.00)
		DELD RM 1H1/X1.9/250		5.0000-	DD			50.0- GW	
Related Order #: 04868274									
1.002	699922	15 GA Blu/Black Deldrum	N	1.0000-	DD	\$15.0000	DD	10.0- LB	(\$15.00)
		DELD RM 1H1/X1.9/250		1.0000-	DD			10.0- GW	

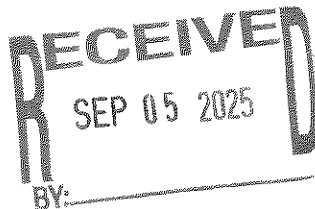
Related Order #: 04880300

***** Receive Your Invoice Via Email *****

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com
or call 612-331-6910 to get it setup on your account.

Approved RECDD 3
Submitted to AP 9.5.2025
By Kevin McKendree

Kevin McKendree



Page 1 of 1

Tax Rate

Sales Tax

0 %

\$0.00

Invoice Total

(\$90.00)

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular purpose.
NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE:

Hawkins, Inc.
P.O. Box 860263
Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION:

Email: Credit.Dept@HawkinsInc.com

Phone Number: (612) 331-6910

Fax Number: (612) 225-6702

FINANCIAL INSTITUTION:

US Bank
800 Nicollet Mall
Minneapolis, MN 55402

Account Name: Hawkins, Inc.

Account #: 180120759469

ABA/Routing #: 091000022

Swift Code#: USBKUS44IMT

Type of Account: Corporate Checking

ACH PAYMENTS:

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.

For other than CTX, the remit to information may be emailed to Credit.Dept@HawkinsInc.com

CASH IN ADVANCE/EFT PAYMENTS:

Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com

Job# 1661707



KILINSKI | VAN WYK

Kilinski | Van Wyk PLLC

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

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

INVOICE

Invoice # 12921
Date: 08/15/2025
Due On: 09/14/2025

Statement of Account

Outstanding Balance	New Charges	Payments Received	Total Amount Outstanding
(\$0.00	+ \$2,011.85	) - (\$0.00	) = \$2,011.85

RE3CDD-01

River's Edge III - General Counsel

Type	Attorney	Date	Notes	Quantity	Rate	Total
Service	MGH	07/10/2025	Analyze information and contract documents for Giddens services and Welcome Center access/usage.	0.20	\$290.00	\$58.00
Service	LG	07/10/2025	Prepare draft of resolution setting hearing on updated Rules of Procedure and notices of rulemaking and rule development.	0.10	\$330.00	\$33.00
Service	MGH	07/11/2025	Further analyze issues related to splash pad ownership and maintenance and Welcome Center usage.	0.10	\$290.00	\$29.00
Service	LG	07/13/2025	Review agenda and prepare for meeting.	0.50	\$330.00	\$165.00
Expense	EB	07/14/2025	Simplifile Recording: E-Recording of Amended Disclosure of Public Financing on 6/30/2025.	1.00	\$151.25	\$151.25
Service	MGH	07/14/2025	Analyze agenda package and materials for Board consideration; prepare for Board meeting.	0.20	\$290.00	\$58.00

Service	MGH	07/15/2025	Further analyze agenda package and materials for Board consideration; prepare for Board meeting.	0.30	\$290.00	\$87.00
Service	LG	07/15/2025	Travel to Board meeting.	1.30	\$330.00	\$429.00
Service	LG	07/16/2025	Attend Board meeting; return travel from same; prepare sponsorship application form.	1.10	\$330.00	\$363.00
Expense	KB	07/16/2025	Travel: Mileage - LG.	119.67	\$0.70	\$83.77
Expense	KB	07/16/2025	Travel: Hotel - LG.	1.00	\$141.83	\$141.83
Service	LG	07/21/2025	Review status of Rivertown trademark application.	0.10	\$330.00	\$33.00
Service	MGH	07/23/2025	Review District Manager meeting notes and confirm legal follow-up items.	0.20	\$290.00	\$58.00
Service	LG	07/25/2025	Prepare requisition for construction proceeds.	0.30	\$330.00	\$99.00
Service	MGH	07/28/2025	Prepare notice of special joint meeting to discuss cost-sharing among the Districts and interlocal agreement.	0.10	\$290.00	\$29.00
Service	LG	07/29/2025	Review joint meeting notice; coordinate execution of requisition.	0.30	\$330.00	\$99.00
Service	MGH	07/29/2025	Finalize and distribute special joint meeting notice.	0.10	\$290.00	\$29.00
Service	LG	07/30/2025	Provide update on status of River Lodge reimbursement requisition.	0.20	\$330.00	\$66.00
Non-billable entries						
Service	MGH	07/16/2025	Prepare for and attend Board meeting.	1.30	\$290.00	\$377.00
Expense	KB	07/16/2025	Travel: Mileage - MGH.	17.67	\$0.70	\$12.37
					Total	\$2,011.85

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

Please pay within 30 days.

Corbin deNagy

8/20/2025





Columbus Office
8415 Pulsar Place, Suite 300, Columbus, OH 43240
P: 614.839.0250 F: 614.839.0251

August 21, 2025

Project No: P0113094.80

Invoice No: 55013

Rivers Edge III CDD
c/o Government Management Services, LLC
Attn: Corbin deNagy
3196 Merchants Row Blvd. Ste 130
Tallahassee, FL 32311

Project P0113094.80 Rivers Edge III CDD
For services including map updates for website and attending July meeting.

Professional Services from July 01, 2025 to August 01, 2025

Expense Billing

Reimbursable Expenses

Printing - Reimbursable		4.40	
Travel - Reimbursable - Mileage		3.56	
Travel - Reimbursable- Mileage Client OV		2.04	
Total Reimbursables	1.15 times	10.00	11.50
	Total this Task		\$11.50

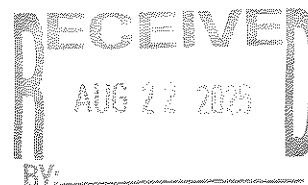
Fee Billing

Professional Personnel

	Hours	Rate	Amount	
Engineer	1.00	150.00	150.00	
Vice President	.50	250.00	125.00	
Sr. Planner/Sr L.A./Sr. Graphic Arts	5.75	180.00	1,035.00	
Totals	7.25		1,310.00	
Total Labor				1,310.00
	Total this Task			\$1,310.00
	Total this Invoice			\$1,321.50

Corbin deNagy

8/22/2025





Quill's Tree Services, LLC

255 Rivertown Shops Drive | Suite 102 #140 | St Johns, Florida
32259
+1 904-788-1185 | brent@quillstreeservices.com |
www.quillstreeservices.com

RECIPIENT:

Vesta Property Services

Rivers Edge CDD 3
475 West Town Place Suite 114
St Augustine, Florida 32092
Phone: 904-607-1038

SERVICE ADDRESS:

245 Wambaw Drive
St Johns, Florida 32259

Invoice #66

Issued Aug 19, 2025

Due Sep 03, 2025

Total \$1,400.00

For Services Rendered

Product/Service	Description	Qty.	Unit Price	Total
Aug 18, 2025				
Free Assessment	Our experts will come to assess your needs and discuss solutions	1	\$0.00	\$0.00
Customer Responsibilities	• Ensure Accessibility: All trees scheduled for trimming or removal must be accessible by Quill's Tree Services equipment and personnel. An area equivalent to or greater than the height of the tree being serviced must be cleared of all vehicles and movable objects to prevent potential damage from falling debris. • Subterranean Fixtures Mapping: Prior to commencing any work, ensure that all subterranean fixtures (such as pipes, cables, etc.) are marked on a map and provided to Quill's Tree Services. This is particularly crucial if stump grinding services are requested, as it ensures the safety of underground utilities. • Authorized Representative on Site: An authorized representative with the authority to sign on behalf of the property owner must be present to sign off on completed work while the crew is still on site. This helps ensure that all parties are in agreement before the crew departs.	1	\$0.00	\$0.00
Tree Removal	Fell one 30 ft water oak with a lean over the home owners fence into the preserve.	1	\$200.00	\$200.00
Tree Removal	Fell one large diseased pine tree located in the neighbor's yard at 233 Wambaw Dr. Leave all wood and debris in the preserve.	1	\$300.00	\$300.00
Tree Removal	Fell three dead trees at 73 Kinley Hill Ct. Flush cut stumps low to the ground. Leave all wood and debris in the preserve.	3	\$300.00	\$900.00



Quill's Tree Services, LLC

255 Rivertown Shops Drive | Suite 102 #140 | St Johns, Florida

32259

+1 904-788-1185 | brent@quillstreeservices.com |

www.quillstreeservices.com

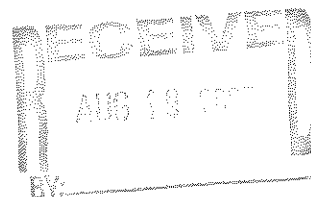
Thank you so much for your business. It was an absolute pleasure serving you today. Don't hesitate to contact us with any questions regarding this invoice.

Total

\$1,400.00

Approved RECDD 3
Submitted to AP 8.19.2025
By Kevin McKendree

Kevin McKendree



Rivers Edge CDD

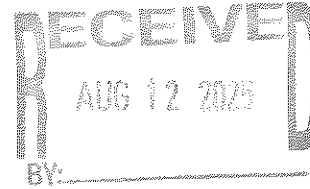
475 West Town Place, Suite 114
St. Augustine FL 32092
Phone (904) 940-5850 Fax (904) 940-5899

INVOICE

DATE: 9/1/25
INVOICE # CS-2025-SEP

Bill To:

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



DESCRIPTION		AMOUNT
Cost Share - Landscaping for September 2025	1.320.57200.49100	\$ 8,623.33
Cost Share - Amenity for September 2025	1.320.57200.49200	\$ 12,987.33
TOTAL		\$ 21,610.67

Make check payable to:

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

THANK YOU FOR YOUR BUSINESS!



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: PSI197819
 Invoice Date: 9/1/2025

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
 Ship Date 9/1/2025
 Due Date 10/1/2025
 Terms Net 30

Customer ID 20143
 P.O. Number
 P.O. Date 9/1/2025
 Our Order No.

Item/Description	Unit	Order Qty	Quantity	Unit Price	Total Price
Annual Maintenance		1	1	2,601.00	2,601.00
September Billing					
9/1/2025 - 9/30/2025					
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: PSI197819
Invoice Date: 9/1/2025

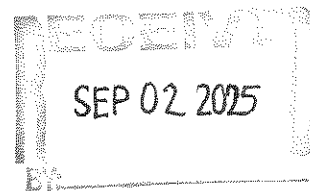
Bill
To: Rivers Edge III CDD
475 West Town Place, Suite 114
Saint Augustine, FL 32092

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

Ship Via
Ship Date 9/1/2025
Due Date 10/1/2025
Terms Net 30

Customer ID 20143
P.O. Number
P.O. Date 9/1/2025
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 9.2.2025
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

THIGPEN

HEATING & COOLING, INC.

Since 1962

Please remit payment to:

Thigpen Heating and Cooling, Inc.
 2801 Dawn Road, Jacksonville FL 32207
 Phone: 904-448-1962 Website: www.thigpenac.com
 License # CACO56726 | CACO56729 | CN208226

INVOICE : 0012166

Bill To : 151869
Rivers Edge CDD 3 475 W Town Pl 114 St. Augustine, FL 32092 Phone :

Invoice Date : 06/11/2025	Install Date :
Service Order : 038723	Page : 1 of 1
Serviced At : 151869	
RiverLodge Amenities 100 & 110 Grand Verde Dr SAINT JOHNS, FL 32259	

Contact	Telephone	Call Type	Customer PO	Terms
Kevin Mckendree	(904) 607-1038	CSVC		NET 30 DAYS

Service Requested :

Commercial Service AON UNIT LOCKED UP @ 8 AC THAT PROVIDES AIR TO THE BATHROOMS IS NOT COOLING . THIS IS AT AMENITIES CENTER . TECH TO CALL OTW . *****I DID NOT GIVE A TIME *****
 ANGIE

Service Comments :

Found discrepancies within system will speak with management

Description	Mfg Name	Model	Serial No
AAON INC. (HVAC units)			
Qty	Description	Price	Extended
1	Commercial Diagnostic	179.00	179.00
1	Commercial Environmental Fee	20.00	20.00
Total Parts for Unit			199.00
Total Labor for Unit			0.00
Total Labor for Unit			0.00

Approved RECDD 3
 Submitted to AP 8.19.2025
 By Kevin McKendree
Kevin McKendree

PLEASE REMIT TO:

Thigpen Heating & Cooling, Inc

2801 Dawn Road
 Jacksonville, FL 32207

Materials:	199.00
Misc:	0.00
Trip Charge:	0.00
Labor:	0.00
Subtotal:	199.00
Sales Tax:	0.00
Total:	199.00 USD
Balance Due:	199.00 USD

THIGPEN

HEATING & COOLING, INC.

Since 1962

Please remit payment to:

Thigpen Heating and Cooling, Inc.
2801 Dawn Road, Jacksonville FL 32207
Phone: 904-448-1962 Website: www.thigpenac.com
License # CACO56726 | CACO56729 | CN208226

INVOICE : 0014741

Bill To : 151869
Rivers Edge CDD 3 475 W Town Pl 114 St. Augustine, FL 32092 Phone :

Invoice Date : 08/16/2025	Install Date :
Service Order : 040963	Page : 1 of 1
Serviced At : 151869	
RiverLodge Amenities 100 & 110 Grand Verde Dr SAINT JOHNS, FL 32259	

Contact	Telephone	Call Type	Customer PO	Terms
Kevin Mckendree	(904) 607-1038	CSVC		NET 30 DAYS

Service Requested :

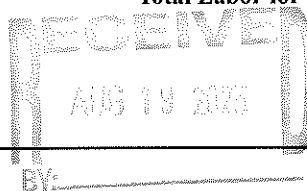
Commercial Service look at bath unit , makes loud noise on start up \$199 diagnostic Angie

Service Comments :

Upon arrival, found the system off on a low-pressure fault. Diagnosed that the low-pressure transducer was reading 0 PSI, while actual system pressure was 263 PSI. The transducer is faulty and will need to be replaced to restore proper operation. Replacement part is required to complete the repair.

Description	Mfg Name	Model	Serial No
AAON INC. (HVAC units)			
Qty	Description	Price	Extended
1	Commercial Diagnostic	179.00	179.00
1	Commercial Environmental Fee	20.00	20.00
Total Parts for Unit			199.00
Total Labor for Unit			0.00

Approved RECDD 3
Submitted to AP 8.19.2025
By Kevin Mckendree
Kevin Mckendree



PLEASE REMIT TO: Thigpen Heating & Cooling, Inc 2801 Dawn Road Jacksonville, FL 32207
--

Materials:	199.00
Misc:	0.00
Trip Charge:	0.00
Labor:	0.00
Subtotal:	199.00
Sales Tax:	0.00
Total:	199.00 USD
Balance Due:	199.00 USD



PAYMENT ADDRESS:
Turner Pest Control LLC • P.O. Box 600323 • Jacksonville, Florida 32260-0323
904-356-5300 • Toll Free: 800-225-6305 • turnerpest.com

Turner Pest Control LLC
PO Box 600323
Jacksonville, FL 32260-0323
904-356-5300

Service Slip/Invoice

INVOICE: 621129827
DATE: 09/04/2025
ORDER: 621129827

Bill To: [931796]
Rivers Edge CDD III
475 W Town Pl
Suite 114
St Augustine, FL 32092-3648

Work Location: [931796] 904-679-5523
River Lodge-CDD III
Richard Losco
100 Grand Verde Drive
St Johns, FL 32259

Work Date	Time	Target Pest	Technician	Time In
09/04/2025	02:35 PM			02:35 PM

Purchase Order	Terms	Last Service	Map Code	Time Out
	NET 30	09/04/2025		02:56 PM

Service	Description	Price
---------	-------------	-------

CPCM Commercial Pest Control - Monthly Service \$80.00

SUBTOTAL \$80.00
TAX \$0.00
AMT. PAID \$0.00
TOTAL \$80.00

Approved RECDD 3
Submitted to A/P 09-05-25
By Richard Losco
Richard Losco

AMOUNT DUE \$80.00

RECEIVED
SEP 05 2025
BY: _____

[Signature]

TECHNICIAN SIGNATURE

[Signature]

Haley
CUSTOMER SIGNATURE

Balances outstanding over 30 days from the date of service may be subject to a late fee of the lesser of 1.5% per month (18% per year) or the maximum allowed by law. Customer agrees to pay accrued expenses in the event of collection.

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

PLEASE PAY FROM THIS INVOICE



Invoice

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

Invoice # 428416
Date 08/31/2025

Terms Net 30
Due Date 09/30/2025
Memo Lifeguard Hours

Bill To

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

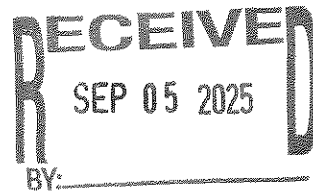
Description	Quantity	Rate	Amount
Lifeguard hours	557.78	19.73	11,005.00

Thank you for your business.

Total 11,005.00

Corbin deNagy

9/5/2025





Vesta
245 Riverside Ave
Suite 300
Jacksonville, FL 32202
Phone: 904-355-1831

Billable Services Invoice

Invoice: 7.26.2025 – 8.25.2025

Date: 8-27-2025

To:

For:

Rivers Edge CDD 3
475 W. Town Place Suite 114
St Augustine, FL 32092
904-679-5523

Non-contractual Billable
Services Lifeguard Hours

DESCRIPTION	HOURS	RATE	AMOUNT
July 26 th – August 25 th	557.78	\$19.73	\$11005.00
TOTAL			\$11005.00

Thank you for your business!





Invoice

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

Invoice # 428420
Date 08/31/2025

Terms Net 30
Due Date 09/30/2025
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	129.71	129.71

Total 129.71

Corbin deNagy

9/8/2025



Vesta Mileage Report

Name: Kevin McKendree		Month		Aug-25			
Date	Purpose	Location (From)	Destination (To)	Billable Miles	Community Billed To:	Non-billable Miles	Mileage
8/1	Daily mileage	Rivertown	Rivertown	17.3	Riversedge CDD		17.3
8/4	Daily mileage	Rivertown	Rivertown	58.9	iversedge CDD		58.9
8/5	Daily mileage	Rivertown	Rivertown	36.4	iversedge CDD		36.4
8/6	Daily mileage	Rivertown	Rivertown	40	Riversedge CDD		40
8/7	Daily mileage	Rivertown	Rivertown	27.4	iversedge CDD		27.4
8/8	Daily mileage	Rivertown	Rivertown	21.2	iversedge CDD		21.2
8/11	Daily mileage	Rivertown	Rivertown	59.4	iversedge CDD		59.4
8/12	Daily mileage	Rivertown	Rivertown	50.3	iversedge CDD		50.3
8/13	Daily mileage	Rivertown	Rivertown	26.3	iversedge CDD		26.3
8/14	Daily mileage	Rivertown	Rivertown	12.4	iversedge CDD		12.4
8/15	Daily mileage	Rivertown	Rivertown	22	iversedge CDD		22
8/18	Daily mileage	Rivertown	Rivertown	49.7	iversedge CDD		49.7
8/19	Daily mileage	Rivertown	Rivertown	34.8	iversedge CDD		34.8
8/20	Daily mileage	Rivertown	Rivertown	39.5	iversedge CDD		39.5
8/21	Daily mileage	Rivertown	Rivertown	19.2	iversedge CDD		19.2
8/22	Daily mileage	Rivertown	Rivertown	11.7	iversedge CDD		11.7
8/25	Daily mileage	Rivertown	Rivertown	61.2	iversedge CDD		61.2
8/26	Daily mileage	Rivertown	Rivertown	31.8	iversedge CDD		31.8
8/27	Daily mileage	Rivertown	Rivertown	37.9	iversedge CDD		37.9
8/28	Daily mileage	Rivertown	Rivertown	26.6	iversedge CDD		26.6
8/29	Daily mileage	Rivertown	Rivertown	23.5	iversedge CDD		23.5
						Total Mileage	708
						Reimbursement Rate	\$0.550
						Total Reimbursement	\$389.13
						Date Submitted in Paycom	8/29/25

\$129.71



Invoice

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

Invoice # 428165
Date 09/01/2025
Terms Net 30
Due Date 10/01/2025
Memo Rivers Edge CDDIII

Bill To

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

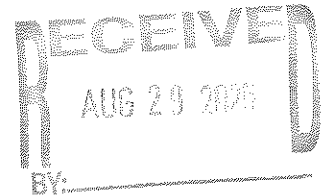
Description	Quantity	Rate	Amount
General management services	1	3,899.42	3,899.42
Field Ops	1	3,286.50	3,286.50
Lifestyle services	1	3,610.75	3,610.75
Amenity management services	1	2,469.33	2,469.33
Facility maintenance services	1	8,593.58	8,593.58
Janitorial services	1	2,739.58	2,739.58
Facility Attendant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

Thank you for your business.

Total 31,742.33

Corbin deNagy

8/29/2025





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

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

Invoice Number	256179432
Customer Number	C3189841
Invoice Date	08/14/2025
Due Date	09/13/2025
Order Date	08/12/2025
Order Number	S155088814
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
HERX7658QK	LINER,38X58,2MIL,REPRO,BK,100/CT,(B3858XXH)	2	CT	66.99	133.98
ALM275	TISSUE,TOILET,4.4X3.1,2PLY,500SHT,96/CT	1	CT	68.79	68.79
MRCP200N	TOWEL,MFOLD,16PK/250,NTTN, 16PK/CT	2	CT	44.99	89.98

SUBTOTAL: 292.75
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 292.75
Total Due: 292.75

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 08-29-25
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	256179432
Invoice Date	08/14/2025
Terms	Net 30
Total Due	292.75

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

C31898412561794322561794320000000292751



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

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

(Page 1)

PM

Invoice Number	256180264
Customer Number	C3189841
Invoice Date	08/14/2025
Due Date	09/13/2025
Order Date	08/12/2025
Order Number	S155101785
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
CGW35001CT	CRYSTAL GEYSER WATER,ALPINE,SPRG,35BTL	4	CT	18.69	74.76

SUBTOTAL: 74.76
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 74.76
Total Due: 74.76

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

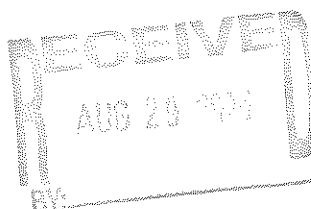


W.B. MASON CO., INC.
PO BOX 981101
BOSTON, MA 02298-1101

Approved RECDD 3
Submitted to A/P 08-29-25
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	256180264
Invoice Date	08/14/2025
Terms	Net 30
Total Due	74.76

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

C31898412561802642561802640000000074769



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

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

(Page 1)

PM

Invoice Number	256339659
Customer Number	C3189841
Invoice Date	08/21/2025
Due Date	09/20/2025
Order Date	08/19/2025
Order Number	S155266862
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	44.99	44.99
NWLVGPCPFGM	VINYL GP POWDER FREE GLOVES - MEDIUM - 100/BX	2	BX	5.99	11.98

SUBTOTAL: 56.97
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 56.97
Total Due: 56.97

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

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

Approved RECDD 3
Submitted to A/P 08-29-25
By Richard Losco

Richard Losco

Remittance Section

Customer Number	C3189841
Invoice Number	256339659
Invoice Date	08/21/2025
Terms	Net 30
Total Due	56.97

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

C31898412563396592563396590000000056972



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

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

(Page 1)

PM

Invoice Number	256376530
Customer Number	C3189841
Invoice Date	08/22/2025
Due Date	09/21/2025
Order Date	08/21/2025
Order Number	S155332637
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
CGW35001CT	CRYSTAL GEYSER WATER,ALPINE,SPRG,35BTL	2	CT	18.69	37.38

SUBTOTAL: 37.38
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 37.38
Total Due: 37.38

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

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



BY: _____
Approved RECDD 3
Submitted to A/P 08-29-25
By Richard Losco
Richard Losco

Remittance Section

Customer Number	C3189841
Invoice Number	256376530
Invoice Date	08/22/2025
Terms	Net 30
Total Due	37.38

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

C31898412563765302563765300000000037382



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

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

Invoice Number	256400069
Customer Number	C3189841
Invoice Date	08/25/2025
Due Date	09/24/2025
Order Date	08/21/2025
Order Number	S155332637
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
SHNCW1407	60L (15 5/6 GALLONS) BULLET OPEN CAN	1	EA	149.99	149.99

SUBTOTAL: 149.99
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 149.99
Total Due: 149.99

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 09-02-25
By Richard Losco

Richard Losco

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

RECEIVED
SEP 02 2025
BY: _____

Remittance Section

Customer Number	C3189841
Invoice Number	256400069
Invoice Date	08/25/2025
Terms	Net 30
Total Due	149.99

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

C31898412564000692564000690000000149999



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

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

Invoice Number	256491491
Customer Number	C3189841
Invoice Date	08/28/2025
Due Date	09/27/2025
Order Date	08/27/2025
Order Number	S155444443
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
SJN660549	INSECTICIDE,RAID,A&R,LAV	1	CT	56.28	56.28
NWLENGAPFM	NITRILE EXAM PF GLOVES - BLUE- MEDIUM - 4MIL - 100/BX	2	BX	9.99	19.98
BWK410CT	SOAP,LOTN,DERMAB,PK,1GL, 4/CT	3	CT	38.49	115.47
PGC17406	MRCL, MR, PRO, CA	1	CT	60.59	60.59
HERX7658QK	LINER,38X58,2MIL,REPRO,BK,100/CT,(B3858XXH)	7	CT	66.99	468.93

SUBTOTAL: 721.25
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: 721.25
Total Due: 721.25

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 09-02-25
By Richard Losco
Richard Losco

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

RECEIVED
SEP 02 2025
BY: _____

Remittance Section	
Customer Number	C3189841
Invoice Number	256491491
Invoice Date	08/28/2025
Terms	Net 30
Total Due	721.25

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

C31898412564914912564914910000000721257



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

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

Credit Number	CM4023019
Customer Number	C3189841
Credit Date	09/04/2025
Customer Reference	Orig Sales ID: S155444443;
Order Date	09/04/2025
Order Number	S155692773
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
BWK410CT	SOAP, LOTN, DERMAB, PK, 1GL, 4/CT <i>damaged</i>	-1	CT	38.49	-38.49

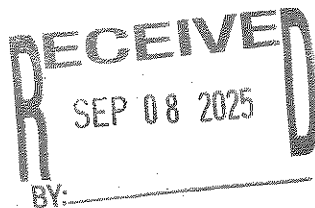
SUBTOTAL: -38.49
TAX & BOTTLE DEPOSITS TOTAL: 0.00
ORDER TOTAL: -38.49
Credit Amount: -38.49



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

Submitted to A/P 09-08-25
Credit Review RECDD 3
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
Credit Number	CM4023019
Credit Date	09/04/2025
Terms	Net 30
Credit Amount	-38.49

CREDIT MEMO

C3189841CM4023019CM4023019-000000038495

Wipes LLC

PO Box 324
Northville, MI 48167
sales@wipes.com
www.wipes.com

**INVOICE**

BILL TO	SHIP TO	SHIP DATE	08/21/2025	INVOICE	21759
Rivers Edge CDD 3, 475 West Town	Rivers Edge CDD 3, RiverLodge, 100	SHIP VIA	UPS	DATE	08/21/2025
Place, Suite 114, St. Augustine, FL	Grand Verde Drive, Saint Johns, FL			TERMS	Net 30
32092	32259-7546			DUE DATE	09/20/2025

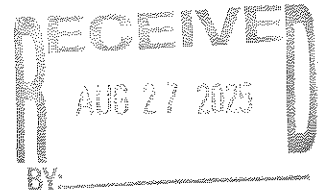
	DESCRIPTION	QTY	RATE	AMOUNT
Wipes.com Disinfectant Wipes Case	One (1) Case - Four (4) - 800 count rolls of EPA registered disinfecting wipes	4	98.96	395.84
Shipping	Freight Cost	4	16.46	65.84
Sales Tax	Sales Tax	1	0.00	0.00

INVOICE # MUST APPEAR ON ALL EFT & CHECK PAYMENTS.

SUBTOTAL	461.68
TAX	0.00
TOTAL	461.68

BALANCE DUE \$461.68[Pay Invoice](#)

Approved RECDD 3
Submitted to A/P 08-27-25
By Richard Losco





INVOICE

INVOICE #	INVOICE DATE
976256	8/18/2025
TERMS	PO NUMBER
Net 30	

Bill To:

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

Property Name: Rivers Edge CDD III

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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: September 17, 2025

Invoice Amount: \$1,300.00

Description	Current Amount
Remove and Replace Trees	

Remove and replace the dead Magnolia tree at the Mailbox in Albright Ct, also 2
wax myrtles in the common area next to 254 Palomar Dr.

Plant Installation

\$1,300.00

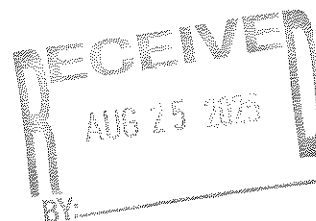
Invoice Total

\$1,300.00

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 8.25.2025
by Jason Davidson

Jason Davidson



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



Bill To:

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

Property Name: Rivers Edge CDD III

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

INVOICE

INVOICE #	INVOICE DATE
977553	8/21/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: September 20, 2025

Invoice Amount: \$3,475.00

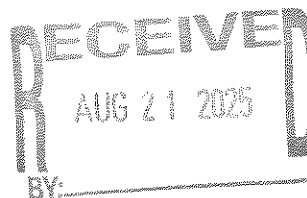
Description	Current Amount
Remove and Replace Holly Trees at 38 Riva ridge	
Landscape Enhancement CORE	\$3,475.00

Invoice Total **\$3,475.00**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 8.21.2025
by Jason Davidson

Jason Davidson



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



INVOICE

INVOICE #	INVOICE DATE
982259	8/29/2025
TERMS	PO NUMBER
Net 30	

Bill To:

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

Property Name: Rivers Edge CDD III

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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: September 28, 2025

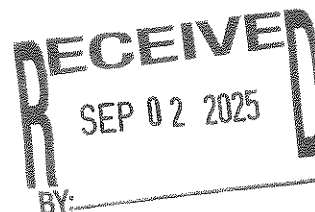
Invoice Amount: \$150.90

Description	Current Amount
Add bubblers to trees at 38 Riva Ridge	
Irrigation Repairs	\$150.90

Invoice Total **\$150.90**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9.2.2025
by Jason Davidson



Jason Davidson

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

COMPLETED WORK

W. O. #	CDD1
NAME	RIVER TOWN
ADDRESS	DAHLIA FALLS
DATE	8/19/2025

[illegible]

DATE	DESCRIPTION	HOURS	RATE	TOTAL
8/19/2025	TECH	1	\$ 93.00	\$ 93.00
				\$ -
				\$ -
				\$ -
				\$ 93.00

COMMENTS :ADDED FIVE BUBBLERS TO NEW TREES RIGHT SIDE OF 38

RIVA RIDGE PL

	MATERIALS	\$	57.90
	LABOR & RENTAL	\$	93.00
TOTAL		\$	150.90

DATE COMPLETED 8/19/25

TECHNICIAN DAVON ALBERT

CLIENT



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
982261	8/29/2025
TERMS	PO NUMBER
Net 30	

Bill To:

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

Property Name: Rivers Edge CDD III

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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: September 28, 2025

Invoice Amount: \$9,450.00

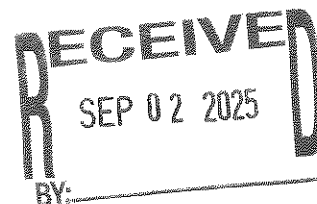
Description	Current Amount
Bermuda Sod Installation at the Settlement	
Landscape Enhancement CORE	\$9,450.00

Invoice Total \$9,450.00

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9.2.2025
by Jason Davidson

Jason Davidson



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



YELLOWSTONE

LANDSCAPE

Bill To:

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

Property Name: Rivers Edge CDD III

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

INVOICE

INVOICE #	INVOICE DATE
991123	9/1/2025
TERMS	PO NUMBER
Net 30	

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: October 1, 2025

Invoice Amount: \$70,999.48

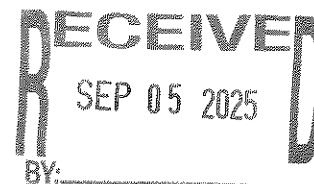
Description	Current Amount
Monthly Landscape Maintenance September 2025	\$70,999.48

Invoice Total **\$70,999.48**

IN COMMERCIAL LANDSCAPING

Approved RECDD III
Submitted to AP on 9.5.2025
by Jason Davidson

Jason Davidson



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



YELLOWSTONE
LANDSCAPE

INVOICE

INVOICE #	INVOICE DATE
989339	9/3/2025
TERMS	PO NUMBER
Net 30	

Bill To:

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

Property Name: Rivers Edge CDD III

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

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: October 3, 2025

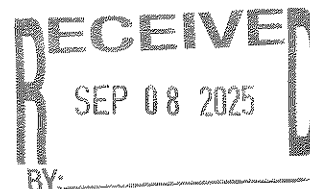
Invoice Amount: \$1,125.00

Description	Current Amount
Blue Daze at The Bluffs and Ravines Monument sign.	
Landscape Enhancement CORE	\$1,125.00

Invoice Total \$1,125.00

Approved RECDD III
Submitted to AP on 9.8.2025
by Jason Davidson

Jason Davidson



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

1,300,181,1000

Rivers Edge III CDD
Community Development District

*Construction Funding Request #15
September 2, 2025

PAYEE		FY 2025
Burnham Construction, Inc.		
Application for Payment 13 (July 2025) SR 13 Roundabout	48	75,948.03
	TOTAL	\$ 75,948.03

Signed by:
D.J. Smith
Signature: 2107AD516A946C
Chairman/Vice Chairman

Signed by:
Cortina deNagy
Signature: 88087907030041C6
Secretary/Asst. Secretary

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

1,300,131,100

Rivers Edge III CDD
Community Development District

*Construction Funding Request #16
September 3, 2025

PAYEE FY 2025

NicNevol Engineering Services, inc.

Invoice #01248801-12 (7/1/25 thru 7/31/25) SR 13 Roundabout

571

24,542.54

TOTAL \$ 24,542.54

Signed by:
D.J. Smith
Signature: 2118740545K940E
Chairman/Vice Chairman

Signed by:
Corbin deNagy
Signature: 9C88790729D89CC
Secretary/Asst. Secretary

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

D.

Rivers Edge III CDD
Community Development District

***Construction Funding Request #17**
October 28, 2025

PAYEE

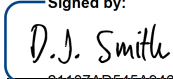
FY 2026

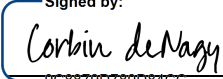
NicNevol Engineering Services, inc.

Invoice #01248801-13 (8/1/25 thru 8/31/25) SR 13 Roundabout

12,224.63

TOTAL	\$	12,224.63
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Signature:	Signed by:
	
	21107AD545A340E... Chairman/Vice Chairman

Signature:	Signed by:
	
	9C8879D789D84CC... Secretary/Asst. Secretary

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

**INVOICE**Remit Payment to: **NicNevol Engineering Services, Inc.**

3728 Philips Hwy, Suite 11A

Jacksonville, FL 32207

Tel: 904.423.1083, Fax: 904.329.4647

BILLED TO:**RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT**

Attn.: Ryan Stilwell
 475 West Town Place
 Suite, 114
 St. Augustine, FL 32092

NicNevol Invoice No: **01248801-13**

Client Job No.: FDOT Permit No. 2021-C-297-00002

Description: SR 13 Rivertown Roundabout Construction
 CEI and Geotech/Material Testing Services
 St. Johns County, Florida

Purchase Order No:

WORK PERFORMED:			BILLED THIS PERIOD		LAST PERIOD TO DATE		TOTAL BILLED TO DATE	
			01-Aug-25 thru 31-Aug-25					
Item Description	U/M	Per/Unit	Qty	Value	Qty	Value	Qty	Value
LABORATORY TESTING					0.00		0.00	
LBRs	Ea.	\$325.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Proctors	Ea.	\$110.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Organic Content	Ea.	\$50.00		\$0.00	0.00	\$0.00	0.00	\$0.00
PH	Ea.	\$20.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Percent Finer than # 200 (75-Micron)	Ea.	\$45.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Sieve Analysis	Ea.	\$65.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Atterberg Limits	Ea.	\$85.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Concrete Breaks	Ea.	\$13.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Additional Concrete Early Breaks	Ea.	\$13.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Concrete Beams	Ea.	\$40.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Additional Concrete Beams	Ea.	\$40.00		\$0.00	0.00	\$0.00	0.00	\$0.00
Professional Services								
Senior Project Engineer	hr.	\$203.26	3.00	\$609.78	98.00	\$19,919.48	101.00	\$20,529.26
Project Administrator	hr.	\$140.85	9.00	\$1,267.65	238.00	\$33,522.30	247.00	\$34,789.95
Senior Geotechnical and Materials Engineer	hr.	\$186.45	1.50	\$279.68	100.00	\$18,645.00	101.50	\$18,924.68
Senior Inspector	hr.	\$104.87	96.00	\$10,067.52	1957.50	\$205,283.03	2053.50	\$215,350.55
Lab Testing (LUMP SUM)	hr.	\$6,500.00	0.00	\$0.00	1.00	\$6,500.00	1.00	\$6,500.00
SUBTOTAL				<u>\$12,224.63</u>		<u>\$283,869.81</u>		<u>\$296,094.43</u>
NET DRAW FOR THIS INVOICE				\$12,224.63		\$283,869.81		\$296,094.43

THANKS FOR YOUR BUSINESS

Prior Invoices			
Invoice No.	Date	Amount	Paid Amount

Bensa Nukunya, P.E.
 Sr. Geotechnical & Materials Engineer

Total Due Today**\$12,224.63****24-Oct-25**

Date

Proj Name: **SR 13 Rivertown Roundabout Construction**

Client: **RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT**

Project ID: **0124-88-01**

Ref: _____

Month/Year: **Aug-25**

	Sr. Insp	Ewk Tech OT	Rdway Tech	Rdway Tech (OT)	Conc Tech	Cyl Break	Proctor	Webert Ewk	LBR	Soil Class	Corey Asph Pav	John	Fred	Bensa QCM	Webert Asph Pav
8/1/2025	-														
8/2/2025	-														
8/3/2025	-														
8/4/2025	8.00												8.00		
8/5/2025	8.00												8.00		
8/6/2025	8.00												8.00		
8/7/2025	8.00												8.00		
8/8/2025	8.00												8.00		
8/9/2025	-														
8/10/2025	-														
8/11/2025	8.00												8.00		
8/12/2025	8.00												8.00		
8/13/2025	8.00												8.00		
8/14/2025	8.00												8.00		
8/15/2025	8.00												8.00		
8/16/2025	-														
8/17/2025	-														
8/18/2025	-														
8/19/2025	-														
8/20/2025	-														
8/21/2025	-														
8/22/2025	-														
8/23/2025	-														
8/24/2025	-														
8/25/2025	-														
8/26/2025	-														
8/27/2025	8.00												8.00		
8/28/2025	8.00												8.00		
8/29/2025	-														
8/30/2025	-														
8/31/2025	-														
Total	96.00												96.00		

Rivers Edge III CDD
Community Development District

***Construction Funding Request #18**
November 4, 2025

PAYEE

FY 2025

Burnham Construction, Inc.

Application for Payment 14-Partial Retention (July 2025) SR 13 Roundabout

368,785.99

TOTAL	\$	368,785.99
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Signature:	Signed by:
	<i>D.J. Smith</i>
	21107AD545A340E... Chairman/Vice Chairman

Signature:	Signed by:
	<i>Corbin deNagy</i>
	9C8879D789D04CC... Secretary/Asst.Secretary

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

APPLICATION AND CERTIFICATE FOR PAYMENT

"Building the Road to Excellence"

TO:

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

PROJECT: SR 13 Roundabout**APPLICATION NO: 14 - Partial Retention**

PERIOD FROM : 6/25/2025
PERIOD TO : 7/25/2025

FROM (CONTRACTOR):

Burnham Construction, Inc.
11413 Enterprise East Blvd
Macclenny, Florida 32063
904-259-5360

ENGINEER:

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

PROJECT: SR 13 Roundabout
PROJECT NO: 24007
CONTRACT NO:

CONTRACT DATE:**CONTRACTOR'S APPLICATION FOR PAYMENT****CHANGE ORDER SUMMARY**

CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER		ADDITIONS	DEDUCTIONS
TOTAL			
APPROVED THIS MONTH		19,504.32	84,386.72
NUMBER	DATE APPROVED		
1			
2			
TOTALS		103,891.04	-
NET CHANGE BY CHANGE ORDERS		103,891.04	

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

CONTRACTOR:

Burnham Construction, Inc.
Project Manager: Tyler Mobley

BY:**DATE:**

10/2/25

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

1. ORIGINAL CONTRACT SUM.....	\$ 5,164,480.14
2. NET CHANGE BY CHANGE ORDERS.....	\$ 103,891.04
3. CONTRACT SUM TO DATE (LINE 1 & 2).....	\$ 5,268,371.18
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 5,268,371.16
5. RETAINAGE:	
a. 3% OF COMPLETED WORK.....	\$ 158,051.13
b. 3% OF STORED MATERIAL.....	\$ -
TOTAL RETAINAGE (LINE 5a + 5b).....	\$ 158,051.13
6. TOTAL EARNED LESS RETAINAGE	\$ 5,110,320.03
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 4,741,534.04
8. CURRENT PAYMENT DUE.....	\$ 368,785.99
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 158,051.15

STATE OF: FLORIDA COUNTY OF: BAKER
SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd OF October, 2025.

NOTARY PUBLIC:
MY COMMISSION EXPIRES:



MELODI WYATT
Notary Public
State of Florida
Comm# HH419848
Expires 7/10/2027

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ **368,785.99**
(ATTACH EXPLANATION IF AMOUNT CERTIFIED DIFFERS FROM THE AMOUNT APPLIED FOR.)

ENGINEER:**DATE:**

11/03/25

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

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

BCI
Burnham Construction, Inc.
11413 Enterprise East
Macclenny, Florida 32063
904-259-5360
"Building the Road to Excellence"

Application No: 14 - Partial Retention
Application Date: 7/25/2025
Period To: 7/25/2025
Contract No: 24007
Project: SR 13 Roundabout

A ITEM NO	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED AND MATERIALS STORED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO FINISH (C-G)	J RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	General Conditions	\$ 1,241,541.70	\$ 1,241,541.70	\$ -	\$ -	\$ 1,241,541.70	100.00%	\$ -	\$124,154.17
2	Erosion Control	\$ 114,198.44	\$ 114,198.43	\$ -	\$ -	\$ 114,198.43	100.00%	\$ 0.01	\$11,419.84
3	Clearing and Demolition	\$ 266,539.71	\$ 266,539.71	\$ -	\$ -	\$ 266,539.71	100.00%	\$ -	\$26,653.97
4	Earthwork	\$ 643,651.11	\$ 643,651.11	\$ -	\$ -	\$ 643,651.11	100.00%	\$ -	\$64,365.11
5	Storm Drainage System	\$ 547,668.55	\$ 547,668.55	\$ -	\$ -	\$ 547,668.55	100.00%	\$ 0.00	\$54,766.85
6	Potable Water System	\$ 304,807.55	\$ 304,807.54	\$ -	\$ -	\$ 304,807.54	100.00%	\$ 0.01	\$30,480.75
7	Reuse Water Main System	\$ 184,573.61	\$ 184,573.61	\$ -	\$ -	\$ 184,573.61	100.00%	\$ 0.00	\$18,457.36
8	Force Main	\$ 67,332.96	\$ 67,332.96	\$ -	\$ -	\$ 67,332.96	100.00%	\$ -	\$6,733.30
9	Roadways	\$ 1,623,351.17	\$ 1,623,351.17	\$ -	\$ -	\$ 1,623,351.17	100.00%	\$ -	\$162,335.12
10	Grassing	\$ 121,670.34	\$ 121,670.34	\$ -	\$ -	\$ 121,670.34	100.00%	\$ -	\$12,167.03
11	Guard Rails	\$ 49,145.00	\$ 49,145.00	\$ -	\$ -	\$ 49,145.00	100.00%	\$ -	\$4,914.50
12	CO 1 -	\$ 19,504.32	\$ 19,504.32	\$ -	\$ -	\$ 19,504.32	100.00%	\$ -	\$1,950.43
13	CO 2 -	\$ 84,386.72	\$ 84,386.72	\$ -	\$ -	\$ 84,386.72	100.00%	\$ -	\$8,438.67
TOTAL		\$ 5,268,371.18	\$ 5,268,371.16	\$ -	\$ -	\$ 5,268,371.16	100.00%	\$ 0.02	\$ 526,837.12

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT**TO OWNER:**

Upon receipt by the undersigned of a check from Rivers Edge III CDD in the sum of \$ 368,785.99 payable to **BURNHAM CONSTRUCTION, INC.**, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of State Road 13 Roundabout, located at **SR 13 and Grandbridge Dr, St. Johns, FL** to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to **Rivers Edge III CDD** through **7/25/25** only, and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

10/2/2025

BURNHAM CONSTRUCTION, INC.

11413 Enterprise East Blvd

Macclenny, Florida 32063



(Name)

Project Manager - Tyler Mobley

 Burnham Construction, Inc. "Building the Road to Excellence"		SR 13 Roundabout							24007	
		Unit	Qty.	Unit Price	Total Price	Previously Installed	Installed This Period	Billed this Pay App	Previously Billed	Balance to Complete
General Conditions										
General Conditions	LS	1.00	\$	263,228.21	\$ 263,228.21	1		\$ -	\$ 263,228.21	\$ - 100.00%
Bonds & Insurance	LS	1.00	\$	44,373.86	\$ 44,373.86	1		\$ -	\$ 44,373.86	\$ - 100.00%
Payment & Performance Bonds	LS	1.00	\$	93,747.58	\$ 93,747.58	1		\$ -	\$ 93,747.58	\$ - 100.00%
Surveying	LS	1.00	\$	115,122.03	\$ 115,122.03	1		\$ -	\$ 115,122.03	\$ - 100.00%
As Builts	LS	1.00	\$	86,336.53	\$ 86,336.53	1		\$ -	\$ 86,336.53	\$ - 100.00%
Construction Materials Testing	LS	1.00	\$	57,498.53	\$ 57,498.53	1		\$ -	\$ 57,498.53	\$ - 100.00%
Maintenance of Traffic	LS	1.00	\$	581,234.96	\$ 581,234.96	1		\$ -	\$ 581,234.96	\$ - 100.00%
Subtotal					\$ 1,241,541.70			\$ -	\$ 1,241,541.70	\$ - 100.00%
Erosion Control										
Silt Fence Type III	LF	3634.00	\$	4.75	\$ 17,261.50	3634		\$ -	\$ 17,261.50	\$ - 100.00%
Tree Protection	LF	2000.00	\$	7.50	\$ 15,000.00	2000		\$ -	\$ 15,000.00	\$ - 100.00%
Temporary Sod	SY	6000.00	\$	7.26	\$ 43,560.00	6000		\$ -	\$ 43,560.00	\$ - 100.00%
Hay Bales	EA	100.00	\$	182.59	\$ 18,259.00	100		\$ -	\$ 18,259.00	\$ - 100.00%
Inlet Protection	EA	10.00	\$	203.49	\$ 2,034.90	10		\$ -	\$ 2,034.90	\$ - 100.00%
NPDES Permit Compliance	LS	1.00	\$	18,083.04	\$ 18,083.04	1		\$ -	\$ 18,083.04	\$ - 100.00%
Subtotal					\$ 114,198.44			\$ -	\$ 114,198.44	\$ - 100.00%
Clearing and Demolition										
Demo Storm Pipe	LF	110.00	\$	79.19	\$ 8,710.90	110		\$ -	\$ 8,710.90	\$ - 100.00%
Demo Storm Structures	EA	4.00	\$	6,578.40	\$ 26,313.60	4		\$ -	\$ 26,313.60	\$ - 100.00%
Demo Existing Utility Pipe & Fittings (WM, FM, RW)	LF	840.00	\$	54.19	\$ 45,519.60	840		\$ -	\$ 45,519.60	\$ - 100.00%
Demo Existing Asphalt Temp Road	SY	2844.00	\$	32.50	\$ 92,430.00	2844		\$ -	\$ 92,430.00	\$ - 100.00%
Demo Existing Asphalt SR 13	SY	2862.00	\$	19.59	\$ 56,066.58	2862		\$ -	\$ 56,066.58	\$ - 100.00%
Clearing	LS	1.00	\$	37,499.03	\$ 37,499.03	1		\$ -	\$ 37,499.03	\$ - 100.00%
Subtotal					\$ 268,539.71			\$ -	\$ 268,539.71	\$ - 100.00%
Earthwork										
Strip Topsoil	CY	3344.00	\$	7.18	\$ 24,009.92	3344		\$ -	\$ 24,009.92	\$ - 100.00%
Haul Off Strippings	CY	3344.00	\$	11.63	\$ 38,890.72	3344		\$ -	\$ 38,890.72	\$ - 100.00%
Temporary Ditch	CY	694.00	\$	27.08	\$ 18,793.52	694		\$ -	\$ 18,793.52	\$ - 100.00%
Place & Compact Fill	CY	16369.00	\$	9.17	\$ 150,103.73	16369		\$ -	\$ 150,103.73	\$ - 100.00%
Purchase Import Fill Material	CY	16369.00	\$	18.34	\$ 300,207.46	16369		\$ -	\$ 300,207.46	\$ - 100.00%
Remove Unsuitables	CY	1736.00	\$	19.01	\$ 33,001.36	1736		\$ -	\$ 33,001.36	\$ - 100.00%
Replace Unsuitables	CY	1736.00	\$	25.40	\$ 44,094.40	1736		\$ -	\$ 44,094.40	\$ - 100.00%
Final Dressout	SY	13820.00	\$	2.50	\$ 34,550.00	13820		\$ -	\$ 34,550.00	\$ - 100.00%
Subtotal					\$ 643,651.11			\$ -	\$ 643,651.11	\$ - 100.00%
Storm Drainage System										
Dewater Storm Drain	LF	1128.00	\$	20.67	\$ 23,315.76	1128		\$ -	\$ 23,315.76	\$ - 100.00%
Type J-5 Curb Inlet	EA	10.00	\$	9,604.86	\$ 96,048.60	10		\$ -	\$ 96,048.60	\$ - 100.00%
Type J-7 Storm Manhole	EA	6.00	\$	8,267.26	\$ 49,603.53	6		\$ -	\$ 49,603.53	\$ - 100.00%
Storm Top Adjustments	EA	16.00	\$	1,134.40	\$ 18,134.40	16		\$ -	\$ 18,134.40	\$ - 100.00%
Storm Inverts	EA	16.00	\$	1,148.40	\$ 18,374.40	16		\$ -	\$ 18,374.40	\$ - 100.00%
Underdrain Stubs from Inlets	LF	400.00	\$	60.94	\$ 24,376.00	400		\$ -	\$ 24,376.00	\$ - 100.00%
Temporary Manhole Tops	EA	4.00	\$	3,703.24	\$ 14,812.96	4		\$ -	\$ 14,812.96	\$ - 100.00%
24" Mitered End Section	EA	1.00	\$	8,159.86	\$ 8,159.86	1		\$ -	\$ 8,159.86	\$ - 100.00%
14"x23" Mitered End Section	EA	2.00	\$	7,582.08	\$ 15,164.16	2		\$ -	\$ 15,164.16	\$ - 100.00%
18" RCP	LF	904.00	\$	235.16	\$ 212,584.64	904		\$ -	\$ 212,584.64	\$ - 100.00%
24" RCP	LF	120.00	\$	264.58	\$ 31,749.60	120		\$ -	\$ 31,749.60	\$ - 100.00%
14"x23" ERCP 0-6' Deep	LF	104.00	\$	264.58	\$ 27,516.32	104		\$ -	\$ 27,516.32	\$ - 100.00%
Punch Out Storm Drain	LF	1128.00	\$	2.25	\$ 2,538.00	1128		\$ -	\$ 2,538.00	\$ - 100.00%

 Burnham Construction, Inc. <i>"Building the Road to Excellence"</i>		SR 13 Roundabout				Pay App# 14				24007	
		Unit	Qty.	Unit Price	Total Price	Previously Installed	Installed This Period	Billed this Pay App	Previously Billed	Balance to Complete	
TV Storm Drain		LF	1128.00	\$ 4.69	\$ 5,290.32	1128		\$ -	\$ 5,290.32	\$ -	100.00%
					Subtotal			\$ -	\$ 547,868.55	\$ -	100.00%
Potable Water Main											
12 DR18 PVC Water Main		LF	900.00	\$ 231.95	\$ 208,757.75	900		\$ -	\$ 208,757.75	\$ -	100.00%
10" DR18 PVC Water Main		EA	20.00	\$ 1,874.70	\$ 37,494.04	20		\$ -	\$ 37,494.04	\$ -	100.00%
10"x10" Tap Slv. and Valve		EA	2.00	\$ 16,172.04	\$ 32,344.08	2		\$ -	\$ 32,344.08	\$ -	100.00%
12" Gate Valve		EA	2.00	\$ 7,164.16	\$ 14,328.32	2		\$ -	\$ 14,328.32	\$ -	100.00%
Valve Box Installation		EA	4.00	\$ 320.40	\$ 1,281.60	4		\$ -	\$ 1,281.60	\$ -	100.00%
Sample Point		EA	6.00	\$ 444.67	\$ 2,668.02	6		\$ -	\$ 2,668.02	\$ -	100.00%
Locate Wire Box		EA	3.00	\$ 335.38	\$ 1,006.14	3		\$ -	\$ 1,006.14	\$ -	100.00%
Punch Out for Water Main		LF	920.00	\$ 2.70	\$ 2,484.00	920		\$ -	\$ 2,484.00	\$ -	100.00%
Flushing & BT's for Water Main		LF	920.00	\$ 1.47	\$ 1,352.40	920		\$ -	\$ 1,352.40	\$ -	100.00%
Locate Wire Test for Water Main		LF	920.00	\$ 1.11	\$ 1,021.20	920		\$ -	\$ 1,021.20	\$ -	100.00%
Pressure Test for Water Main		LF	920.00	\$ 2.25	\$ 2,070.00	920		\$ -	\$ 2,070.00	\$ -	100.00%
					Subtotal			\$ -	\$ 304,807.55	\$ -	100.00%
Reuse Water Main System											
12" DR18 PVC Reuse Main		LF	260.00	\$ 251.18	\$ 65,306.68	260		\$ -	\$ 65,306.68	\$ -	100.00%
10" DR18 PVC Reuse Main		LF	140.00	\$ 474.93	\$ 66,490.23	140		\$ -	\$ 66,490.23	\$ -	100.00%
10"x10" Tap Slv. and Valve		EA	3.00	\$ 16,172.04	\$ 48,516.12	3		\$ -	\$ 48,516.12	\$ -	100.00%
Valve Box Installation		EA	3.00	\$ 320.40	\$ 961.20	3		\$ -	\$ 961.20	\$ -	100.00%
Locate Wire Box		EA	1.00	\$ 335.38	\$ 335.38	1		\$ -	\$ 335.38	\$ -	100.00%
Punch Out for Reuse Main		LF	400.00	\$ 2.70	\$ 1,080.00	400		\$ -	\$ 1,080.00	\$ -	100.00%
Flushing for Reuse Main		LF	400.00	\$ 1.35	\$ 540.00	400		\$ -	\$ 540.00	\$ -	100.00%
Locate Wire Test for Reuse Main		LF	400.00	\$ 1.11	\$ 444.00	400		\$ -	\$ 444.00	\$ -	100.00%
Pressure Test for Reuse Main		LF	400.00	\$ 2.25	\$ 900.00	400		\$ -	\$ 900.00	\$ -	100.00%
					Subtotal			\$ -	\$ 184,573.61	\$ -	100.00%
Force Main											
4" PVC DR 18 Force Main		LF	120.00	\$ 351.64	\$ 42,196.88	120		\$ -	\$ 42,196.88	\$ -	100.00%
4"x4" Tap Slv. and Valve		EA	2.00	\$ 11,635.35	\$ 23,270.70	2		\$ -	\$ 23,270.70	\$ -	100.00%
Valve Box Installation		EA	2.00	\$ 320.40	\$ 640.80	2		\$ -	\$ 640.80	\$ -	100.00%
Locate Wire Box		EA	1.00	\$ 335.38	\$ 335.38	1		\$ -	\$ 335.38	\$ -	100.00%
Punch Out Force Main		LF	120.00	\$ 2.70	\$ 324.00	120		\$ -	\$ 324.00	\$ -	100.00%
Flushing for Force Main		LF	120.00	\$ 1.35	\$ 162.00	120		\$ -	\$ 162.00	\$ -	100.00%
Locate Wire Test for Force Main		LF	120.00	\$ 1.11	\$ 133.20	120		\$ -	\$ 133.20	\$ -	100.00%
Pressure Test for Force Main		LF	120.00	\$ 2.25	\$ 270.00	120		\$ -	\$ 270.00	\$ -	100.00%
					Subtotal			\$ -	\$ 87,332.96	\$ -	100.00%
Roadways											
Subgrade for Sidewalk		SY	327.00	\$ 6.56	\$ 2,145.12	327		\$ -	\$ 2,145.12	\$ -	100.00%
Subsoil Stabilization		SY	10,159.00	\$ 17.62	\$ 179,001.58	10159		\$ -	\$ 179,001.58	\$ -	100.00%
4" Limerock (Shoulder)		SY	1,520.00	\$ 17.72	\$ 26,934.40	1520		\$ -	\$ 26,934.40	\$ -	100.00%
6" Limerock (Temporary Road)		SY	4,000.00	\$ 30.97	\$ 123,880.00	4000		\$ -	\$ 123,880.00	\$ -	100.00%
10" Limerock (Roadway & Roundabout)		SY	4,409.00	\$ 33.79	\$ 148,980.11	4409		\$ -	\$ 148,980.11	\$ -	100.00%
1.5" Traffic B Asphalt (Rdwy Improvement 1st Lift)		SY	3,474.00	\$ 22.35	\$ 77,643.90	3474		\$ -	\$ 77,643.90	\$ -	100.00%
1.5" Traffic B Asphalt (Rdwy Improvement 2nd Lift)		SY	3,474.00	\$ 22.35	\$ 77,643.90	3474		\$ -	\$ 77,643.90	\$ -	100.00%
1.5" FC 12.5 (Rdwy Improvement Final Lift)		SY	3,474.00	\$ 23.55	\$ 81,812.70	3474		\$ -	\$ 81,812.70	\$ -	100.00%
1.5" Traffic B (Roundabout 1st Lift)		SY	935.00	\$ 22.35	\$ 20,897.25	935		\$ -	\$ 20,897.25	\$ -	100.00%
1.5" Traffic B (Roundabout 2nd Lift)		SY	935.00	\$ 22.35	\$ 20,897.25	935		\$ -	\$ 20,897.25	\$ -	100.00%
1.5" FC 12.5 MM (Roundabout Final Lift)		SY	935.00	\$ 23.55	\$ 22,019.25	935		\$ -	\$ 22,019.25	\$ -	100.00%
2" Asphalt Pavement (Temporary Rdwy Construction)		SY	4,000.00	\$ 89.05	\$ 356,200.00	4000		\$ -	\$ 356,200.00	\$ -	100.00%

 Burnham Construction, Inc. "Building the Road to Excellence"	SR 13 Roundabout					Pay App# 14		24007	
	Unit	Qty.	Unit Price	Total Price	Previously Installed	Installed This Period	Billed this Pay App	Previously Billed	Balance to Complete
Mill and Resurface Existing Roadway	SY	1,870.00	\$ 31.97	\$ 59,783.90	1870		\$ -	\$ 59,783.90	\$ -
5' Paved Shoulder	SY	1,520.00	\$ 23.55	\$ 35,796.00	1520		\$ -	\$ 35,796.00	\$ -
Prime Limerock	SY	8,773.00	\$ 1.00	\$ 8,773.00	8773		\$ -	\$ 8,773.00	\$ -
Striping & Signs	LS	1.00	\$ 156,245.96	\$ 156,245.96	1		\$ -	\$ 156,245.96	\$ -
RA Curb	LF	384.00	\$ 38.21	\$ 14,672.64	384		\$ -	\$ 14,672.64	\$ -
Type E Curb & Gutter	LF	1,530.00	\$ 39.42	\$ 60,312.60	1530		\$ -	\$ 60,312.60	\$ -
Type D Curb & Gutter	LF	292.00	\$ 38.57	\$ 11,262.44	292		\$ -	\$ 11,262.44	\$ -
24" FDOT Type F Curb & Gutter	LF	1,404.00	\$ 31.91	\$ 44,801.64	1404		\$ -	\$ 44,801.64	\$ -
5' Sidewalk	SF	329.00	\$ 56.56	\$ 18,608.24	329		\$ -	\$ 18,608.24	\$ -
A.D.A. Handicap Ramps	EA	14.00	\$ 312.49	\$ 4,374.86	14		\$ -	\$ 4,374.86	\$ -
A.D.A. Mats	SF	423.00	\$ 48.12	\$ 20,354.76	423		\$ -	\$ 20,354.76	\$ -
Concrete Truck Apron	SF	3,903.00	\$ 12.89	\$ 50,309.67	3903		\$ -	\$ 50,309.67	\$ -
Subtotal				\$ 1,623,351.17			\$ -	\$ 1,623,351.17	\$ -
Grassing									
Median and Site Sod	SY	16,759.00	\$ 7.26	\$ 121,670.34	16759		\$ -	\$ 121,670.34	\$ -
Subtotal				\$ 121,670.34			\$ -	\$ 121,670.34	\$ -
Guardrails									
Guardrails	LF	500.00	\$ 98.29	\$ 49,145.00	500		\$ -	\$ 49,145.00	\$ -
Subtotal				\$ 49,145.00			\$ -	\$ 49,145.00	\$ -
Change Order 1									
Tree Removal	LS	1.00	\$ 9,000.00	\$ 9,000.00	1		\$ -	\$ 9,000.00	\$ -
Stump Removal, Grubbing and Haul Off	SY	1,656.00	\$ 2.72	\$ 4,504.32	1656		\$ -	\$ 4,504.32	\$ -
MOT - Lane Closure	EA	1.00	\$ 3,000.00	\$ 3,000.00	1		\$ -	\$ 3,000.00	\$ -
Trucking of Fill from Parcel 28 (Est 30 Loads)	Days	2.00	\$ 800.00	\$ 1,600.00	2		\$ -	\$ 1,600.00	\$ -
Place and Compact / Grade for Hardscape Wall	Days	2.00	\$ 700.00	\$ 1,400.00	2		\$ -	\$ 1,400.00	\$ -
				\$ 19,504.32			\$ -	\$ 19,504.32	\$ -
Change Order 2									
Remove and Replace Curbing	LF	120.00	\$ 67.00	\$ 8,040.00	120		\$ -	\$ 8,040.00	\$ -
Adjusting Curb Inlets	EA	2.00	\$ 780.00	\$ 1,560.00	2		\$ -	\$ 1,560.00	\$ -
Place & Compact Grade Fill to Match Existing	Days	4.00	\$ 3,500.00	\$ 14,000.00	4		\$ -	\$ 14,000.00	\$ -
Brick Paver Driveways	EA	2.00	\$ 6,870.00	\$ 13,740.00	2		\$ -	\$ 13,740.00	\$ -
Place & Compact Grade for Hardscape Walls	Days	2.00	\$ 700.00	\$ 1,400.00	2		\$ -	\$ 1,400.00	\$ -
Rework Limerock for Cross Walk	Days	1.00	\$ 2,500.00	\$ 2,500.00	1		\$ -	\$ 2,500.00	\$ -
Concrete for Driveways for 3600 & 3608, 21'x36'x6"	EA	1.00	\$ 34,146.72	\$ 34,146.72	1		\$ -	\$ 34,146.72	\$ -
MOT	Days	6.00	\$ 1,500.00	\$ 9,000.00	6		\$ -	\$ 9,000.00	\$ -
				\$ 84,386.72			\$ -	\$ 84,386.72	\$ -

		Billed this Pay App	Previously Billed	Balance to Complete
ORIGINAL CONTRACT TOTAL WITHOUT ALTERNATE	\$ 5,164,480.14	\$ -	\$ 5,268,371.18	\$ -
CHANGE ORDER TOTAL	\$ 103,891.04	Totalled Billed \$ 5,268,371.18		
REVISED CONTRACT TOTAL	\$ 5,268,371.18	Retainage this Pay App \$ -		Current Payment Due \$ -
		TOTAL RETAINAGE \$ 526,837.12	Total Payments	\$ 4,741,534.06

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

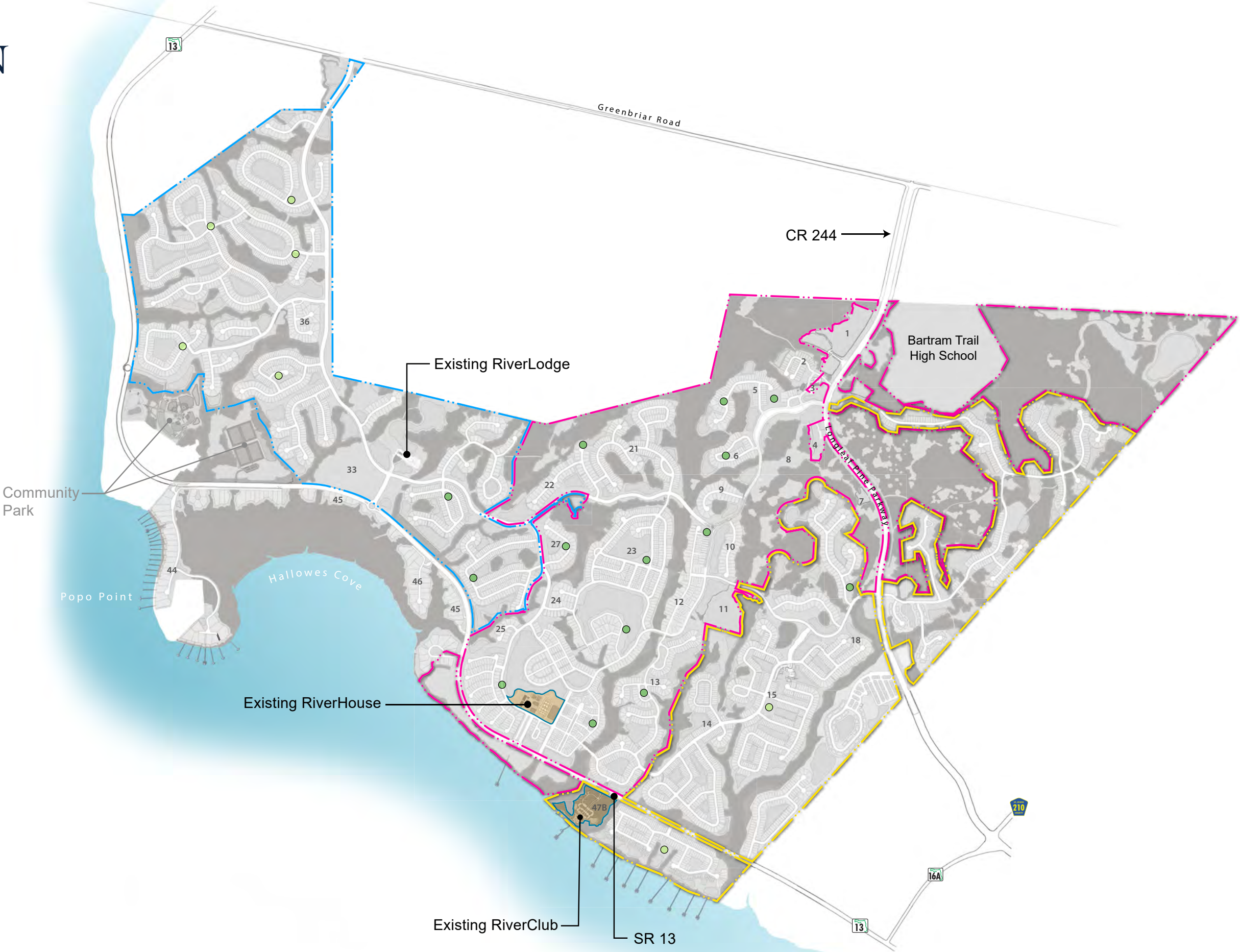


EXHIBIT C

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)

Development Products		Total Planned <u>Units</u>	ERU per <u>Unit</u>
Single Family	Lot Size		
Residential:	Front Footage		
	30	56	0.62
	40	154	0.74
	45	0	0.74
	50	521	0.87
	55	0	0.87
	60	1,092	1.00
	65	0	1.00
	70	938	1.20
	80	452	1.33
	90	232	1.47
	100	166	1.66
Custom Lots		209	1.66
Apartments		215	0.95
Condos		96	0.60
Townhomes		369	0.62
Villas		0	0.85
Total Residential:		<u>4,500</u>	
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

Rivers Edge CDD	
Total Planned Units	Total ERUs
23	14.26
0	0.00
512	378.88
0	0.00
490	426.30
0	0.00
194	194.00
218	261.60
81	107.73
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
1,518	1,382.77

Rivers Edge II CDD	
Total Planned Units	Total ERUs
194	120.28
0	0.00
397	293.78
0	0.00
429	373.23
0	0.00
0	0.00
65	78.00
50	66.50
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
349	216.38
0	0.00
1,484	1,148.17

Rivers Edge III CDD	
Total Planned Units	Total ERUs
0	0.00
0	0.00
595	440.30
0	0.00
325	282.75
0	0.00
426	426.00
179	214.80
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
1,525	1,363.85

Total Rivers Edge	
Total Planned Units	Total ERUs
217	134.54
0	0.00
1,504	1112.96
0	0.00
1,244	1082.28
0	0.00
620	620.00
462	554.40
131	174.23
0	0.00
0	0.00
0	0.00
0	0.00
0	0.00
349	216.38
0	0.00
4,527	3,894.79

	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

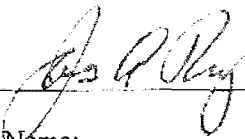
Sarah Sweeting
Print Name

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

[Signature]
By: _____
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF St. Johns

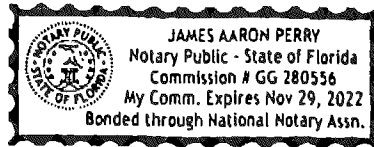
The foregoing instrument was acknowledged before me this 16th day of October, 2019, by JASON SEEGIONS, who is personally known to me, and who Did ☒ or Did Not ☐ take an oath.



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

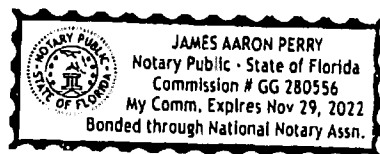
Sarah Sweeting
Witness

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: _____

[Signature]
 Witness

HAI NGUYEN
 Print Name

[Signature]
 Witness

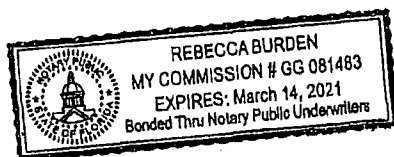
Shawn Gonzales
 Print Name

MATTAMY JACKSONVILLE, LLC

[Signature]
 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.



[Signature]

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

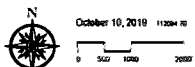
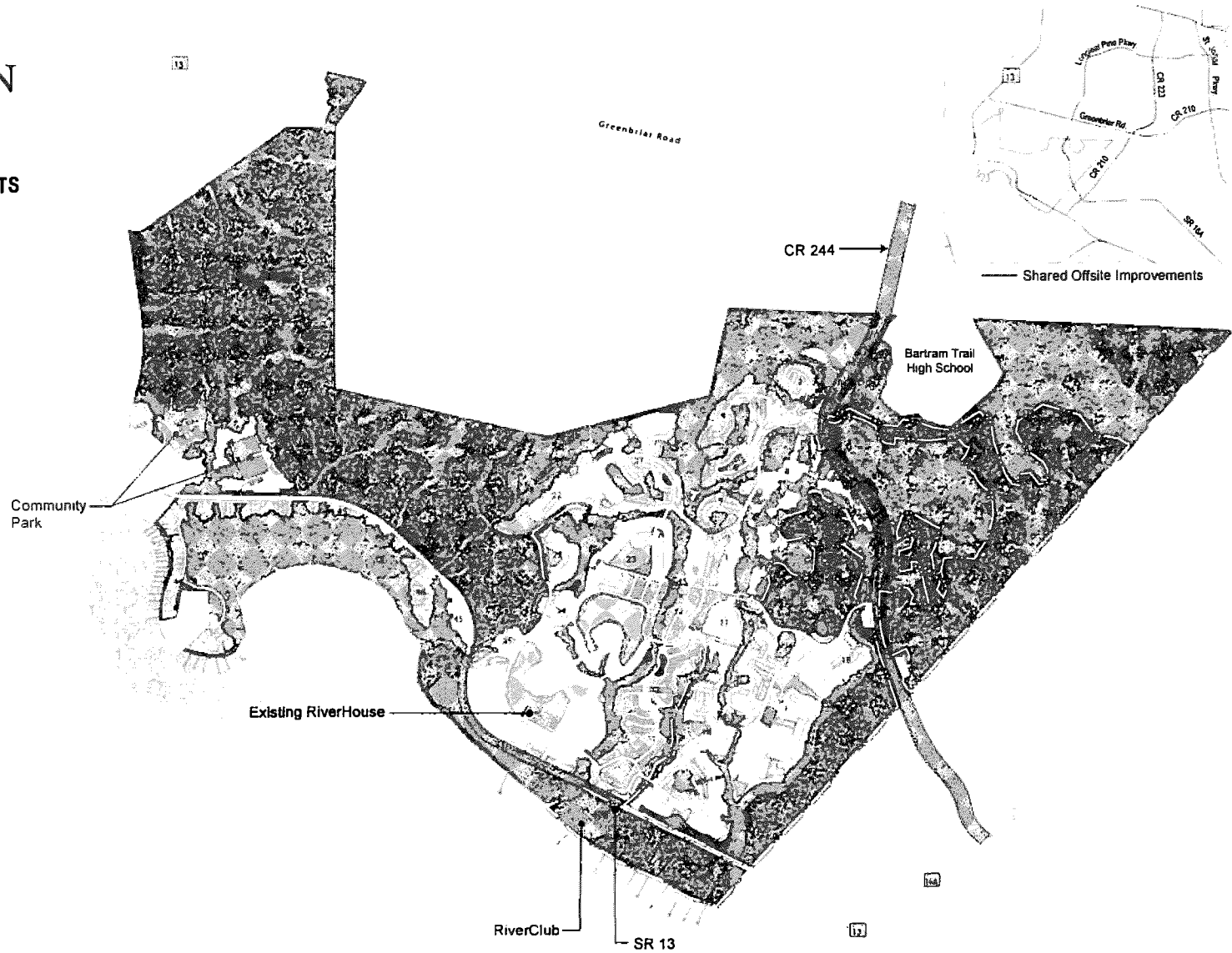
RIVERTOWN

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

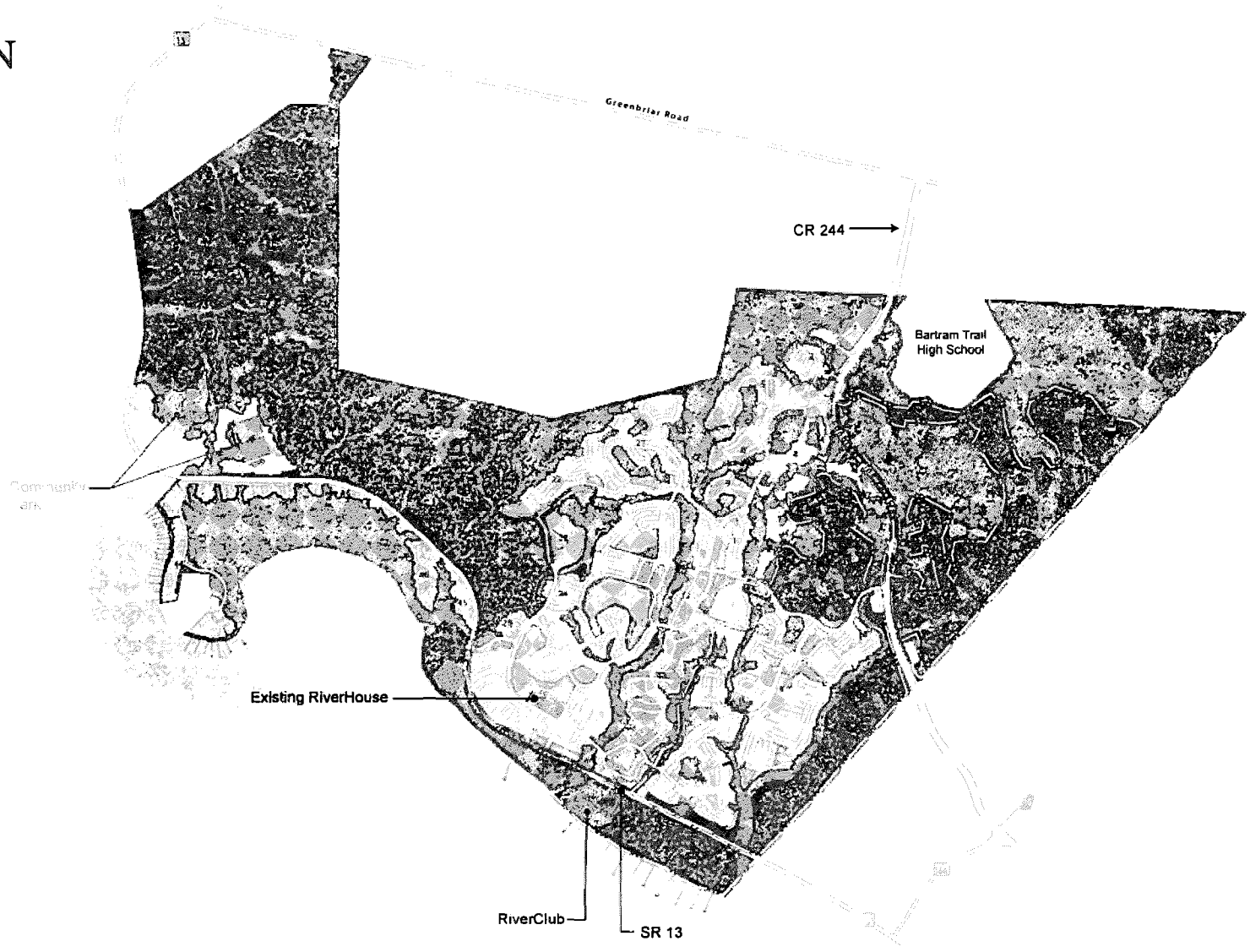
RIVERTOWN

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

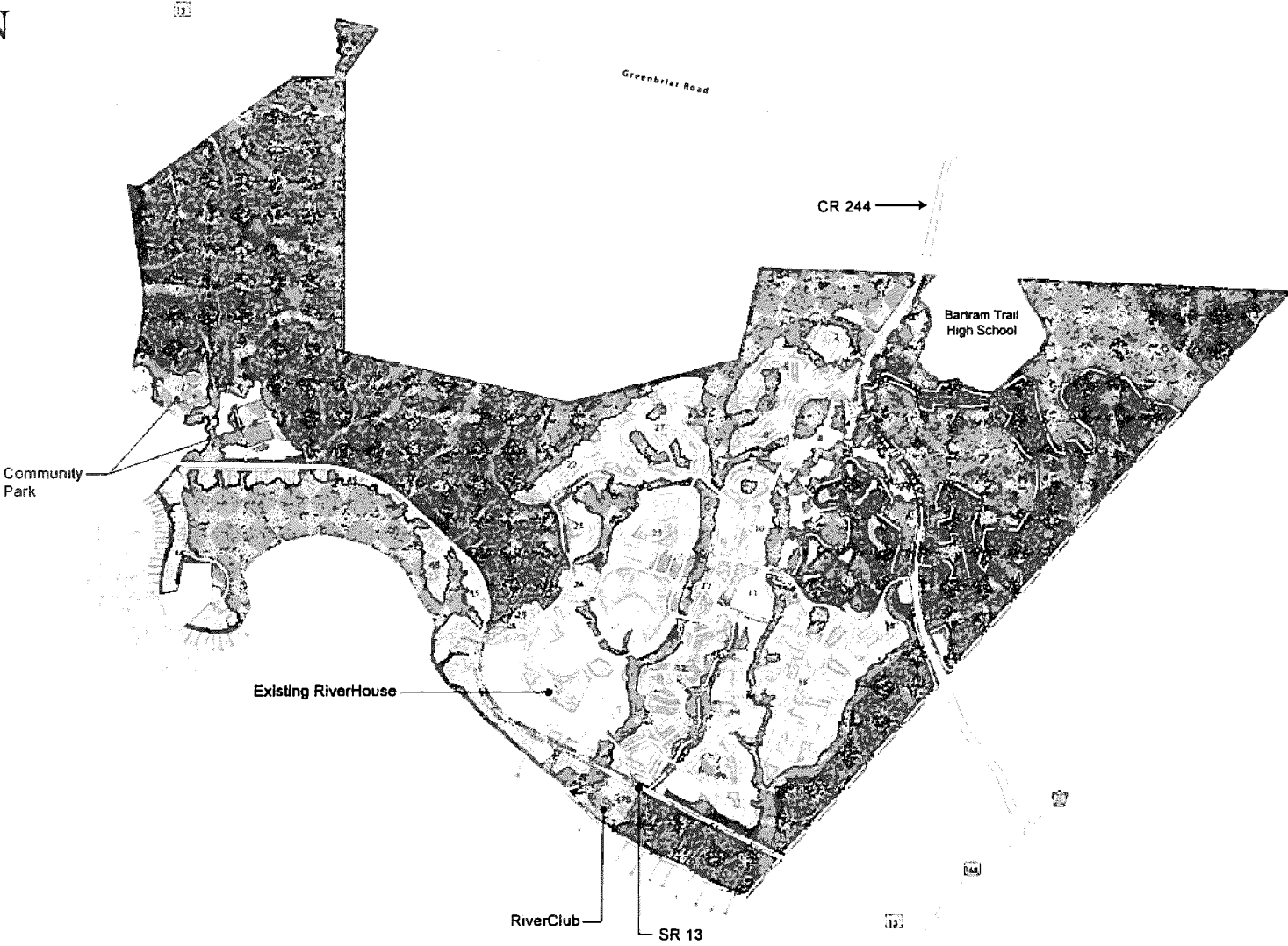
RIVERTOWN

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	
	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
Development Products													
Single Family Residential: Front Footage													
30	58	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	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	535.05
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	348.94	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	489	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 :	
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	-\$329,656
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

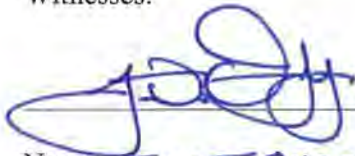
CONSENT

By execution of this Consent, the Rivers Edge III Community Development District ("District") hereby releases any and all rights it may have to Tract O-7 of the plat titled "Claiborne Lane – Parcel 37 (Minor Collector)," recorded at Book 128, Pages 26 et seq., of the Official Records of St. Johns County, Florida, by virtue of the dedication of Tract O-7 to the District, and consents to the conveyance of Tract O-7 to the St. Johns County School Board.

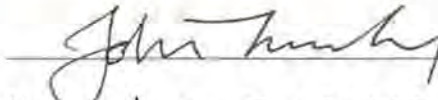
Dated this 29th day of October, 2025.

Signed, sealed and delivered
in the presence of:

Witnesses:



Name: JARRETT O'LEARY
Address: 10375 CENTURION PARK
STE. 410, JACKSONVILLE FL 32256



Name: JOHN TURANSKY
Address: 10375 CENTURION PARKWAY STE 410
JACKSONVILLE FL 32256

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

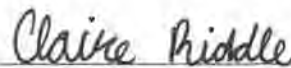


Orville Richard ("D.J.") Smith, III
Chairman, Board of Supervisors

Address:
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of October, 2025, by Orville Richard Smith, III, as Chairman of the Board of Supervisors of the Rivers Edge III Community Development District.



(Official Notary Signature)

Name: Claire Riddle

Personally Known ☒

OR Produced Identification ☐

Type of Identification ☐

[notary seal]



CLAIRE RIDDLE
Notary Public
State of Florida
Comm# HH629341
Expires 1/16/2029

SEVENTH ORDER OF BUSINESS

RIVERS EDGE III CDD

Acquisition of Rivertown Cove (Parcel 28/30)

Improvements and Work Product

November 2025

ACQUISTION LETTER

November ____, 2025

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

RE: Acquisition of Rivertown Cove (Parcel 28/30) Improvements and Work Product

Dear Mr. McGaffney:

Mattamy Jacksonville LLC has completed and wishes to sell to the District certain master infrastructure improvements (the "Improvements"), and associated plans, designs, permits and other work product (the "Work Product"), as more particularly described at **Exhibit A**. Mattamy Jacksonville wishes to convey the Improvements and the Work Product, which were included in the District's *Master Improvement Plan Report*, dated June 5, 2020, to the District pursuant to the *Agreement Between the District and Mattamy Regarding the Acquisition of certain Work Product, Improvements, and Real Property* with the expectation that Mattamy Jacksonville may be reimbursed for all or part of the Improvements and/or Work Product from available bond proceeds now or in the future, should such funds become available. The actual cost of constructing the Improvements and completing the Work Product is \$_____.

Notwithstanding anything to the contrary herein, to the extent any amounts remain to be paid to contractors or professionals performing the work, Mattamy Jacksonville agrees to timely make payment for all such amounts and to ensure that no liens are placed on the property.

MATTAMY JACKSONVILLE LLC, a Delaware
limited liability company

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

ACKNOWLEDGED AND AGREED TO BY:

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

Chairman
Rivers Edge III Community
Development District

By: Cliff Nelson
Its: Vice President

cc: Lauren Gentry, District Counsel
Ryan Stilwell, P.E., District Engineer

Enclosure

EXHIBIT A: Description of Improvements and Work Product

Improvements:

All of the following identified below:

Recreational Improvements

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

Stormwater Improvements

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities located on Tracts SWMF-1, SWMF-2, SWMF-3, and SWMF-4, of the Plat known as "Rivertown Ravines (Phase 1)," recorded at Book 121, Pages 67 et seq. of the Official Records of St. Johns County, Florida, and on Tracts SWMF-1, SWMF-2, and SWMF-3 of the Plat known as "Rivertown Bluffs (Phase 2)," recorded at Book 121, Pages 50 et seq., of the Official Records of St. Johns County, Florida.

Open Space/Conservation Area Improvements

All plants, trees, timber, shrubbery, and other landscaping and plantings, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, together with signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements, and further together with all conservation open spaces, parks, recreational spaces, trails and related improvements now a part of the property constructed in and for the District, all located on portions of the real property specifically described as Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, and C-1 of the Plat known as "Rivertown Bluffs (Phase 2)," recorded at Book 121, Pages 50 , et seq., of the Official Records of St. Johns County, Florida, together with Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, and C-1 of the Plat known as "Rivertown Ravines (Phase 1)," recorded at Book 121, Pages 67 , et seq., of the Official Records of St. Johns County, Florida.

Work Product:

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

Table 1: Total Costs

<u>Contractor</u>	<u>Paid to Date</u>	<u>Balance to Finish</u>	<u>Total Reimbursable Amount</u>
<i>Improvements</i>			
Burnham Construction			
Randy Suggs Landscaping Inc			
Trinity Underground, Inc			
<i>Work Product</i>			
Prosser			
AJ Land Surveyors, Inc			
TOTALS:			

**AFFIDAVIT REGARDING COSTS PAID
ACQUISITION OF IMPROVEMENTS AND WORK PRODUCT
RIVERTOWN COVE (PARCEL 28/30)**

STATE OF FLORIDA
COUNTY OF _____

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

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Cliff Nelson and I am employed by the Developer as **Vice President**. I have authority to make this affidavit on behalf of the Developer.
3. Developer is the primary owner and/or developer of certain lands within the Rivers Edge III Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The *Master Improvement Plan Report*, dated June 5, 2020, among other applicable reports related to the future bond series (“**Engineer’s Report**”), describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has acted as prime general contractor and has expended funds to construct improvements and to complete or cause to be completed certain associated work product as described in the Engineer’s Report. The attached **Exhibit A** accurately identifies the improvements/work product completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, Developer agrees to timely make payment for any remaining amounts due to contractors or professionals. Evidence of costs paid, including payment applications, invoices, and other documentation, is complete and on file with the Developer, and is capable of being produced upon request.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of accepting an acquisition of the improvements and work product described in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this _____ day of November, 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 November, 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 IMPROVEMENTS AND WORK PRODUCT
RIVERTOWN COVE (PARCEL 28/30)**

November __, 2025

Board of Supervisors
Rivers Edge III Community Development District

Re: Rivers Edge III Community Development District (St. Johns County, Florida)
Acquisition of Rivertown Cove (Parcel 28/30) Improvements and Work Product

Ladies and Gentlemen:

The undersigned, a representative of Prosser, Inc. (“**District Engineer**”), as District Engineer for the Rivers Edge III Community Development District (“**District**”), hereby makes the following certifications in connection with the District’s acquisition from Mattamy Jacksonville LLC (“**Developer**”) of certain improvements (“**Improvements**”) and associated work product (“**Work Product**”), all as more fully described in **Exhibit A** attached hereto, and in that certain *Developer Bill of Sale & Assignment [Improvements and Work Product – Rivertown Cove (Parcel 28/30)]* (“**Bill of Sale**”) dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, permits, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District’s Capital Improvement Plan as set forth in the District’s *Master Improvement Plan Report*, dated June 5, 2020 (“**Engineer’s Report**”), and specially benefit property within the District.
3. In my opinion, the Improvements were installed consistent with all regulatory requirements, including Florida Department of Transportation and St. Johns County, Florida, standards, if applicable, and are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities, including but not limited to, the Work Product that relates to the Improvements. Prosser further hereby acknowledges that the District is acquiring or has acquired the Improvements and the Work Product developed by Prosser in conjunction therewith and accordingly, the District has the unrestricted right to rely upon the work product for its intended use, including the right to rely on any and all warranties, defects, and claims related to said work product.

5. The total costs associated with the Improvements and Work Product are \$_____, as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and the Work Product, and (ii) the reasonable fair market value of the Improvements and the Work Product.
6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and the Work Product.

FURTHER AFFIANT SAYETH NOT.

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of _____ physical presence or _____ online notarization this _____ day of November, 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 COVE (PARCEL 28/30)

THIS DEVELOPER ACQUISITION AND WARRANTY ACKNOWLEDGMENT is made the ____ day of November, 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 Cove (Parcel 28/30). 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 November, 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

**CONTRACTOR ACKNOWLEDGEMENT AND RELEASE
ACQUISITION OF IMPROVEMENTS**

THIS RELEASE is made to be effective as of the ____ day of _____ 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 those certain agreements 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** (together, **“Contracts”**), Contractor has constructed for Developer certain landscape and irrigation improvements related to the construction of Rivertown Ravines and Rivertown Bluffs (**“Improvements”**); and

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

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

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

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

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

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

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

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

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

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 _____, 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: _____

**CONTRACTOR ACKNOWLEDGEMENT AND RELEASE
ACQUISITION OF IMPROVEMENTS**

THIS RELEASE is made to be effective as of the ____ day of _____ 2025, by **Randy Suggs, Inc. (“Contractor”)**, a Florida Corporation with a principal address of 3403 Rock Springs Road, Apopka, FL, 32712, in favor of the **Rivers Edge III Community Development District (“District”)**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092.

RECITALS

WHEREAS, pursuant to that certain agreement dated _____, as amended and supplemented from time to time, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company (**“Developer”**), attached hereto as **Exhibit A (“Contract”)**, Contractor has constructed for Developer certain landscape and irrigation improvements related to the construction of Rivertown Ravines and Rivertown Bluffs (**“Improvements”**); and

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

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

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

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

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

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

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

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

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

RANDY SUGGS, INC.

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

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

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

EXHIBIT A

[SEE NEXT PAGE]

CONTRACTOR ACKNOWLEDGEMENT AND RELEASE ACQUISITION OF IMPROVEMENTS

THIS RELEASE is made to be effective as of the ____ day of _____ 2025, by **Trinity Underground, Inc. (“Contractor”)**, a Florida Corporation with a principal address of 146 Commercial Ave., East Palatka, FL 32131, 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 those certain Work Estimates dated _____, as amended and supplemented from time to time, between Contractor and Mattamy Jacksonville LLC, a Delaware limited liability company (**“Developer”**), attached hereto as **Exhibit A (“Contract”)**, Contractor has constructed for Developer certain landscape and irrigation improvements related to the construction of Rivertown Ravines and Rivertown Bluffs (**“Improvements”**); and

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

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

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

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

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

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

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

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

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

TRINITY UNDERGROUND, INC.

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

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

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

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

RIVERTOWN BLUFFS PHASE 2 AND RIVERTOWN RAVINES PHASE 1

THIS RELEASE is made the ____ day of _____ 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 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 _____ 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

Improvements:

All of the following identified below:

Recreational Improvements

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

Stormwater Improvements

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities located on Tracts SWMF-1, SWMF-2, SWMF-3, and SWMF-4, of the Plat known as "Rivertown Ravines (Phase 1)," recorded at Book 121, Pages 67 et seq. of the Official Records of St. Johns County, Florida, and on Tracts SWMF-1, SWMF-2, and SWMF-3 of the Plat known as "Rivertown Bluffs (Phase 2)," recorded at Book 121, Pages 50 et seq., of the Official Records of St. Johns County, Florida.

Open Space/Conservation Area Improvements

All plants, trees, timber, shrubbery, and other landscaping and plantings, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, together with signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements, and further together with all conservation open spaces, parks, recreational spaces, trails and related improvements now a part of the property constructed in and for the District, all located on portions of the real property specifically described as Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, and C-1 of the Plat known as "Rivertown Bluffs (Phase 2)," recorded at Book 121, Pages 50 , et seq., of the Official Records of St. Johns County, Florida, together with Tracts O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, and C-1 of the Plat known as "Rivertown Ravines (Phase 1)," recorded at Book 121, Pages 67 , et seq., of the Official Records of St. Johns County, Florida.

Work Product:

All of the right, title, interest and benefit, if any, in, to, and under any and all site plans, construction and development drawings, plans, and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements.

DEVELOPER BILL OF SALE & ASSIGNMENT IMPROVEMENTS AND WORK PRODUCT – RIVERTOWN COVE (PARCEL 28/30)

This *Developer Bill of Sale & Assignment (Improvements and Work Product – Rivertown Cove (Parcel 28/30))* evidencing the conveyance of certain Improvements and Work Product described herein is made to be effective the ____ day of November, 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. Recreational Improvements

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

2. Stormwater Improvements

All drainage and surface water management systems, including but not limited to lakes, ponds, sod, surface water control structures, pipes, curbs, gutter, inlets, gravity walls, and other water conveyance structures, as well as all catch-basins and related stormwater facilities located on Tract(s) SWMF-1, SWMF-2, SWMF-3, and SWMF-4, of the Plat known as “Rivertown Ravines (Phase 1),” recorded at Book 121, Pages 67 et seq. of the Official Records of St. Johns County, Florida, and on Tracts SWMF-1, SWMF-2, and SWMF-3 of the Plat known as “Rivertown Bluffs (Phase 2),” recorded at Book 121, Pages 50 et seq., of the Official Records of St. Johns County, Florida.

3. Open Space/Conservation Area Improvements

All plants, trees, timber, shrubbery, and other landscaping and plantings, and all irrigation systems, including but not limited to wells, pumps, lines, spray heads, and related system components, together with signage, entry monuments and features, pavers, walkways, sidewalks, and related improvements, and further together with all conservation open spaces, parks, recreational spaces, trails and related improvements now a part of the property constructed in and for the District, all located on portions of the real property specifically described as Tract(s) O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, and C-1 of the Plat known as “Rivertown Bluffs (Phase 2),” recorded at Book 121, Pages 50 , et seq., of the Official Records of St. Johns County, Florida, together with Tract(s) O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, and C-1 of the Plat known as “Rivertown Ravines (Phase 1),” recorded at Book 121, Pages 67 , et seq., of the Official Records of St. Johns County, Florida.

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

permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Improvements (together, "**Work Product**"); and

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

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

This instrument is subject to the following provisions:

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

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

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

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

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

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

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

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

[Signature on following page]

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

WHEREAS, Grantor desires to grant to the Grantee easements over the properties being more particularly described herein (collectively, “**Easement Area(s)**”) for the purposes of access and maintenance to the improvements; and

WHEREAS, Grantor and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Grantor grant to the District a perpetual easement over the Easement Areas and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement.** Grantor hereby to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the Easement Area(s) described below to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

- (a) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of improvements, located within the following property:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES

MATTAMY JACKSONVILLE LLC, a
Delaware limited liability company

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

By: _____
Name: _____

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

By: _____
Name: _____

By: Cliff Nelson
Its: Vice President

STATE OF _____
COUNTY OF _____

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

(NOTARY SEAL)

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

[Signatures continue on following page]

WITNESSES

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of November, 2025, by _____ as Chairman of the Rivers Edge III Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF 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.

EIGHTH ORDER OF BUSINESS

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: **Maintenance Vehicle Replacement**

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

☒ Yes (Please proceed to question 2)

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

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

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

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

[End of Cover Sheet]

Rivers Edge Community Development District
Maintenance Vehicle Purchase
Cost Analysis

2025 Toyota Tacoma 4X2

		<u>Stock #</u>	<u>Sales Price</u>	<u>MSRP Price</u>	<u>Cost Savings</u>
VIN:	#3TYKD5HN8ST037599	2537599	\$28,000.00	\$36,292.00	\$ 8,292.00
VIN:	#3TYKD5HN2ST036514	2536514	34,000.00	36,292.00	2,292.00
			\$ 62,000.00	\$ 72,584.00	\$ 10,584.00

* Vehicles are identical with standard equipment and all options

*Sales Price includes trade-in

BUYER		CO-BUYER		Deal #:		206816	
KEVIN MCKENDREE 160 RIVERGLADE RUN SAINT JOHNS, FL 32259 Cell #: (904) 607-1038 Email: Kmckendree@vestapropertyservices.com				Deal Type: Retail Deal Date: 10/14/2025 Print Time: 05:10pm			
				Salesperson: DOUGLAS W MILLER			
VEHICLE							
New	☒	Stock #:	Description:		VIN:	Mileage:	
Used	☐	2537599	2025 TOYOTA TACOMA 4X2		3TYKD5HN8ST037599	0	
Demo	☐						
TRADE							
Vehicle: VIN: Mileage: 0 Allowance: \$ Payoff: \$ 0.00							
AFTERMARKETS							
				Sale Price: \$ 34,675.50 Total Financed Aftermarkets: \$ 0.00 Total Trade Allowance: \$ 8,000.00 Trade Difference: \$ 26,675.50 Doc Fee: \$ 999.00 State & Local Taxes: \$ 0.00 Total License and Fees: \$ 525.50 Total Cash Price: \$ 28,000.00 Total Trade Payoff: \$ 0.00 Delivered Price: \$ 28,000.00 Cash Down Payment + Deposit: \$ 0.00 Sub Total: \$ 28,000.00 Service Agreement: \$ 0.00 Maintenance Agreement: \$ 0.00 GAP Insurance: \$ 0.00 Credit Life, Accident & Health: \$ 0.00 Other: \$ 0.00 Amount Financed: \$ 28,000.00			
Total Aftermarkets: \$ 0.00							
Rate: Amount Financed: \$ 28,000.00							

BUYER		CO-BUYER		Deal #: 206816	
KEVIN MCKENDREE 160 RIVERGLADE RUN SAINT JOHNS, FL 32259 Cell #: (904) 607-1038 Email: Kmckendree@vestapropertyservices.com				Deal Type: Retail	
				Deal Date: 10/14/2025	
				Print Time: 05:10pm	
				Salesperson: DOUGLAS W MILLER	
VEHICLE					
New ☒		Stock #:	Description:	VIN:	Mileage:
Used ☐		2536514	2025 TOYOTA TACOMA 4X2	3TYKD5HN2ST036514	
Demo ☐					
TRADE					
AFTERMARKETS					
Total Aftermarkets: \$ 0.00			Sale Price: \$ 32,675.50		
			Total Financed Aftermarkets: \$ 0.00		
			Total Trade Allowance: \$ 0.00		
			Trade Difference: \$ 32,675.50		
			Doc Fee: \$ 999.00		
			State & Local Taxes: \$ 0.00		
			Total License and Fees: \$ 325.50		
			Total Cash Price: \$ 34,000.00		
			Total Trade Payoff: \$ 0.00		
			Delivered Price: \$ 34,000.00		
Cash Down Payment + Deposit: \$ 0.00					
Sub Total: \$ 34,000.00					
Service Agreement: \$ 0.00					
Maintenance Agreement: \$ 0.00					
GAP Insurance: \$ 0.00					
Credit Life, Accident & Health: \$ 0.00					
Other: \$ 0.00					
Amount Financed: \$ 34,000.00					
Amount Financed: \$ 34,000.00					



DESC.: **TACOMA SR** **4X2 DOUBLE CAB**
VIN: **3TYKD5HN8ST037599**
YR/MDL: 2025/7186G
CLR: UNDERGROUND/FA20 (01L7/20)
FINAL ASSEMBLY POINT: GUANAJUATO, MEXICO

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver Passenger ★★★★★
★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat ★★★★★
Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover Not Rated

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-888-327-4236

STANDARD EQUIPMENT

UNLESS REPLACED BY OPTIONAL EQUIPMENT

MECHANICAL & PERFORMANCE

- i-FORCE 2.4L 4cyl Turbocharged Engine
- 8-Spd Automatic Transmission
- Leaf spring rear suspension
- Tow Hitch Receiver

SAFETY & CONVENIENCE

- Toyota Safety Sense 3.0 w/Pre-Collision
- Star Safety System
- Connected Services Capable. 4G network dependent. See Toyota.com for details.

EXTERIOR

- 17-in Alloy Wheels
- Smart Key System on Driver Door
- LED Headlights w/ DRL

INTERIOR

- Fabric-Trimmed Seats w/ Driver Lumbar Support
- 8-in Toyota Audio Multimedia w/ 6-Speakers, Wireless Apple CarPlay and Android Auto Compatibility
- SiriusXM w/3-Month Trial

For Full Product Details:
Please Visit [Toyota.com/Tacoma](https://toyota.com/tacoma)
Full Tank of Gas

BASE MANUFACTURER'S SUGGESTED RETAIL PRICE \$33,790.00

OPTIONAL EQUIPMENT

FE 50 State Emissions

SOUTHEAST TOYOTA DISTRIBUTORS, LLC

MANUFACTURER'S SUGGESTED RETAIL PRICE \$ 33,790.00

DISTRIBUTOR'S OPTIONS

XY900	TOYOGUARD Platinum Includes: 2 Oil and Filter Changes at any Toyota Dealer Four Tire Rotations Roadside and Rental Car Assistance Exterior Paint Sealant and Interior Protector	699.00
PR102 CY200	Multimedia Screen Protector Phone Cable Charge Package Contents: 1-Apple Lightning to USB-A Cable - 3' 1-Apple Lightning to USB-C Cable - 3' 1-USB-C to USB-A Cable - 3' 1-USB-C to USB-C Cable - 3'	129.00 79.00

EPA DOT Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy

23 MPG
combined city/hwy
4.3 gallons per 100 miles
20 city
26 highway

Small Pickups range from 17 to 37 MPG.
The best vehicle rates 140 MPG.

You spend

\$2,000

more in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel COST

\$2,300

Fuel Economy & Greenhouse Gas Rating (tailpipe only) Smog Rating (tailpipe only)



This vehicle emits 394 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.50 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



Smartphone
QR Code



MANUFACTURER'S SUGGESTED RETAIL PRICE†

\$33,790.00

†Manufacturer's suggested retail price excludes delivery processing and handling fees, license and title fees, applicable federal, state and local taxes, and dealer and distributor options and accessories.

36 month/36,000-mile limited warranty on all
Southeast Toyota Distributors, LLC options, contact
your local Toyota dealership for more information.

TOTAL DISTRIBUTOR'S OPTIONS \$ 907.00
DELIVERY, PROCESSING AND HANDLING FEE 1,595.00
DESTINATION FUEL SURCHARGE 0.00

TOTAL SUGGESTED RETAIL PRICE \$ 36,292.00

DELIVERED BY TRUCK TO: 09231

BEAVER TOYOTA OF ST. AUGUSTINE
900 MARKET PLACE DRIVE
ST. AUGUSTINE, FL 32084



V020

TML1E1N2S0F0W0

New 2025 Toyota Tacoma SR Double cab 5-ft bed

Stock: 2537599

TSRP

\$36,292[LEARN MORE](#)

BLACK FRIDAY
KICKOFF SALE

BEAVER  TOYOTA

NEW CAR **Lifetime Warranty**

Specs & Key Features

VIN
3TYKD5HN8ST037599
Stock # 2537599
Condition New
Exterior Underground
Interior Black Fabric



Tow
Package

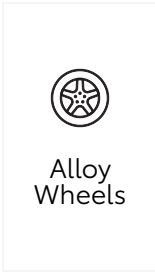
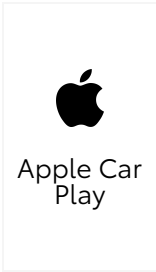


Collision
Avoidance



Cruise
Control

Engine i-FORCE 2.4L 4-Cyl. Turbo Engine
Fuel Type Gasoline
Drivetrain RWD
Transmission 8-Speed Automatic Transmission
Location Beaver Toyota St. Augustine



MPG FUEL ECONOMY

20 CITY **26** HWY **23** AVG



HORSEPOWER

228 HP **&** **243** Torque

WELCOME TO
BEAVER
TOYOTA

ST. AUGUSTINE

Our culture is defined as A Family With Heart,
Who hold each other Accountable,
Consistently. Everything we touch, we make
better. We lead With a Servants Heart. And
make our processes simple, easy and fun and
we engage our team members in solving
problems and finding solutions. **"We strive to be
more than compliant as we work to be
committed and desire to create a culture of
belief"**



We are Fast, Fair and Transparent.



BEAVER'S WOW PRICE is an Everyday Price much lower than you would ever expect to pay!



LIFETIME Warranty, Oil Changes & Customer Service on every New Vehicle we sell.



ToyotaCare 2 year/25,000 mile no cost service & roadside assistance.



Exclusive 30 Day Used Car Exchange Policy - Don't like it, just bring it back and choose one you love!



We will pick up your Toyota for service at your home or work! Just ask!



We service your car...we wash your car! Just Ask!



We are family owned and operated for more than 25 years.



We give back! More than \$100K annually to the school system and our community!



We ensure all who enter as friends, leave as family!

Vehicle Options

Installed Options

50 State Emissions

Installed: Factory

50 State Emissions

6-Gallons of Gas

Installed: Local

6-Gallons of Gas

Phone Cable Charge Package

\$79

Installed: Local

Our Phone Cable Charge Package gives you the flexibility to charge most any smart device to meet your On-the-Go lifestyle!

Includes:

1-Apple Lightning to USB-A Cable - 3'

1-Apple Lightning to USB-C Cable - 3'

1-USB-C to USB-A Cable - 3'

1-USB-C to USB-C Cable - 3'

SET Digital Portfolio

Installed: Local

SET Digital Portfolio

TOYOGUARD Platinum

\$699

Installed: Local

TOYOGUARD enhances the ownership experience and provides peace of mind to Toyota owners. The protection plan includes:

Exterior Protection

Interior Protection

Roadside Assistance

Rental Car Assistance

Oil Changes

Tire Rotations

Multimedia Screen Protector

\$129

Installed: Local

Custom multi-layered, tempered glass construction provides these features:

- Scratch and impact protection
- Anti-glare reducing reflections in bright conditions
- Anti-smudge and fingerprint resistance
- Quick to clean
- Glass surface imparts a high-quality feel

CASH FINANCE

Zip Code **32084** 

You May Also Qualify For

\$1000	Holiday Bonus Cash Effective Dates: 2025/11/04 - 2025/12/01	OFFER DETAILS	DO I QUALIFY?
\$500	Military Rebate Effective Dates: 2025/11/04 - 2025/12/01	OFFER DETAILS	DO I QUALIFY?
\$500	College Rebate Effective Dates: 2025/11/04 - 2025/12/01	OFFER DETAILS	DO I QUALIFY?

**OUR CUSTOMERS
LOVE US**

 4.7
★★★★★
11728 Reviews

900 Marketplace Dr.
St. Augustine, FL 32084

CALL NOW: (904) 863-8494

Vehicle Description

2025 Toyota Tacoma SR Underground RWD 8-Speed Automatic 2.4L 4-Cylinder

4.9 Star Dealer Rater Reviews, 4.7 Star Google Reviews.

We provide you with world class service using the most advanced technology to service your car, by our friendly and compassionate team of sales specialists! Our Sales team consists of individuals handpicked to deliver a sales experience like no other. We want your experience to be unique and cater to your individuality. Our Sales team is committed to providing this experience! We want you to know we're listening, so please, feel free to always let us know how we can better serve you, or merely to express how unique your experience was here at Beaver Toyota!!

3.583 Axle Ratio, 4-Wheel Disc Brakes, 6 Speakers, ABS brakes, Air Conditioning, Alloy wheels, AM/FM radio: SiriusXM, Anti-whiplash front head restraints, Apple CarPlay/Android Auto, Auto High-beam Headlights, Brake assist, Bumpers: body-color, Driver door bin, Dual front impact airbags, Dual front side impact airbags, Electronic Stability Control, Emergency communication system: Safety Connect (1-year trial), Exterior Parking Camera Rear, Fabric Seat Trim, Front anti-roll bar, Front Bucket Seats, Front Center Armrest, Front reading lights, Front wheel independent suspension, Fully automatic headlights, Heated door mirrors, Illuminated entry, Knee airbag, Low tire pressure warning, Occupant sensing airbag, Outside temperature display, Overhead airbag, Overhead console, Passenger door bin, Power door mirrors, Power steering, Power windows, Radio: 8" Toyota Audio Multimedia, Rear step bumper, Rear window defroster, Remote keyless entry, Speed control, Speed-sensing steering, Split folding rear seat, Steering wheel mounted audio controls, Tachometer, Telescoping steering wheel, Tilt steering wheel, Traction control, Trip computer, Variably intermittent wipers, and Wheels: 17" Styled Alloy.

20/26 City/Highway MPG

Vehicle Features

Interior



- Fabric-trimmed seats; 6-way manually adjustable driver and front passenger seats with 2-way power-adjustable lumbar support on driver's seat only

60/40 split, folding rear seat with under- and behind-seat storage

Manual day/night rearview mirror
- Polyurethane manual tilt/telescopic steering wheel with phone, audio, display/infotainment, and Driver Assist controls

Smart Key System on driver door with Push Button Start

Dual USB-C ports with power delivery
- 8-in. Toyota Audio Multimedia display with 6-speaker audio system, wireless Apple CarPlay® & Android Auto™ compatibility, SiriusXM® 3-month trial. See toyota.com/connected-services for details.

Exterior

▼

- 17-in. styled alloy wheels

LED headlights with Daytime Running Lights (DRL), auto on/off feature and manual leveling adjustment

5-ft. bed
- LED bed lighting

Deck rail system with four adjustable tie-down cleats and fixed cargo bed tie-down points

Lightweight "TACOMA" stamped tailgate

Mechanical

▼

- Powertrain: i-FORCE 2.4L turbocharged inline-4 engine

Drivetrain: Rear-Wheel Drive (RWD) with Automatic Limited-Slip Differential (Auto LSD)

Air Intake: Twin-scroll turbocharger with wastegate valve control and air-cooled intercooler
- Transmission: 8-speed Electronically Controlled automatic Transmission with intelligence (ECT-i), sequential shift mode, and uphill/downhill shift logic

Suspension: Independent double-wishbone front suspension; leaf spring rear suspension

Stabilizer: Front stabilizer

Safety

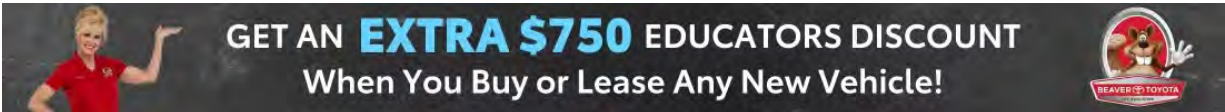
▼

Class-IV towing hitch receiver and wiring harness with 7-pin/4-pin connector

Backup Guide Monitor

Toyota Safety Sense™ 3.0 (TSS 3.0) — Pre-Collision System with Pedestrian Detection (PCS w/PD), Proactive Driving Assist (PDA), Lane Departure Alert with Steering Assist (LDA w/SA), Automatic High Beams (AHB), Road Sign Assist (RSA), and Full-Speed Range Dynamic Radar Cruise Control (DRCC)

Electric Power Steering (EPS) and power-assisted rack-and-pinion with an Electronic Parking Brake (EPB)



Factory Warranty



Basic warranty

**36 month/36,000
miles**

Powertrain warranty

**60 month/60,000
miles**

Maintenance warranty

**24 month/25,000
miles**

Disclaimers



New vehicle pricing includes all factory offers, incentives, rebates, which every customer may not qualify for, including a \$1000 discount, when financing through Southeast Toyota Finance (SETF). Price excludes tax, title, registration, \$999 dealer doc fee, \$319 electronic filing fee and dealer installed options (DIO) of \$5391. Refer to the new vehicle DIO for more details. All advertised prices expire at midnight on the day of posting. While great effort is made to ensure the accuracy of the information on this site, errors do occur, so please verify all listed information with a customer service rep. This is easily done by calling us at (904) 863-8494 or visiting us at the dealership. Some vehicle images shown are stock photos and may not reflect the exact vehicle and/or specifications.



BEAVER TOYOTA
St. Augustine

(904) 863-8494 SALES: **OPEN** 8:30 AM - 8 PM SERVICE: **OPEN** 7 AM - 6 PM



Drive Confidently with Beaver Toyota's

Lifetime Warranty, Lifetime Oil Changes & Lifetime Customer Service



BEAVER  TOYOTA
We're here to WOW ya!

Assurance

Limited Lifetime Warranty

The Beaver Toyota of St. Augustine **Limited Lifetime Warranty** is standard on all new, untitled vehicles 0-5,000 miles sold at Beaver Toyota of St. Augustine.

This is a **Powertrain Limited Warranty** which includes: Engine, Transmission/Transaxle/Transfer Case, Drive Axle.

New vehicles carry a **LIFETIME Powertrain Warranty**, which covers the most essential components, including the Engine, Transmission, and both Front and Rear Drive Systems. Protection and Peace of Mind for as long as you own your vehicle.

New Toyotas only. See Warranty for complete details.

Each repair visit has a **\$100 deductible** as well as any costs uncovered by this limited warranty.

This warranty is non-transferable and expires the day the vehicle is traded, sold, declared a total loss, and/or any changes of ownership.

Lifetime Oil Changes

Lifetime Oil Changes: Receive **LIFETIME Oil Changes** as part of your factory-recommended maintenance. Simply visit Beaver Toyota of St. Augustine and get your oil changed at no additional charge.

Benefits



Interior LED Lighting Package

Brighter, longer-lasting bulbs.



Nitrogen Filled Tires

Increases tread life and maximizes fuel economy.



Accent Stripe

Adds personalized appeal.



Xpel Premium Window Tint

Blocks harmful UV rays & reduces interior temperature.



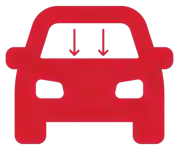
Rental Car Coverage

Courtesy rental car for services over \$500.



Genuine All-Weather Floor Mats

Protects the floorboard from stains and excess wear.



Xpel Hood Protection*

Protects hood from scratches caused by road debris.



Xpel Mirror Protection*

Protects mirrors from scratches caused by road debris.



Xpel Door Cup Protection*

Protects door cups from scratched paint.



Xpel Door Edge Protection*

Protects door edge from dings.

*All Xpel PPF is heat-activated, self-healing, and comes with a 10-year warranty.

Lifetime Customer Service



At Beaver Toyota of St. Augustine, we're dedicated to providing **lifetime customer service** that goes above and beyond. Our team focuses on **building lasting relationships** by making sure every customer feels valued and supported throughout their car ownership journey. With our commitment and personalized care, we strive to set the standard for exceptional service.

For more information on the Lifetime Warranty, visit our site or please call

Beaver Toyota St. Augustine at (904) 863-8494.



More Reasons to Buy from Beaver Toyota

See image below for [average costs](#) of repairs.

Service Type	Average Cost
Oil Change	\$100
Axle repair	\$250-\$1,300
Axle replacement	\$500-\$2,500
Engine replacement	\$5,000-\$10,000+
Transfer case replacement	\$2,000-\$8,000
Transmission replacement	\$3,000-\$9,000+

*Lifetime warranty and oil changes excluded from commercial, fleet and associate purchases.

NINTH ORDER OF BUSINESS

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT AMENDING THE FISCAL YEAR 2025 BUDGET; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (“**Board**”) previously adopted a final budget (“**Budget**”) for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**Fiscal Year 2025**”); and

WHEREAS, the Board desires to amend the Fiscal Year 2025 Budget to reflect changes to budgeted revenues and expenses approved during Fiscal Year 2025; and

WHEREAS, pursuant to Chapters 189 and 190, *Florida Statutes*, the Board is authorized to amend the Fiscal Year 2025 Budget within sixty (60) days following the end of Fiscal Year 2025; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Fiscal Year 2025 Budget to reflect the actual appropriations.

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

SECTION 1. BUDGET AMENDMENT.

a. The Board has reviewed the proposed amended Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, “**Adopted Annual Budget**”) may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2025.

c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as “The Adopted Budget for Rivers Edge III Community Development District for the Fiscal Year Ending September 30, 2025, as amended and adopted by the Board of Supervisors effective November 19, 2025.”

SECTION 2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2024, and ending September 30, 2025, the sums set forth below, to be raised by special assessments or otherwise, which sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

GENERAL FUND	\$2,964,246
DEBT SERVICE FUND – SERIES 2021	\$796,033
DEBT SERVICE FUND – SERIES 2024	\$1,188,252
CAPITAL RESERVE FUND	\$314,016
TOTAL ALL FUNDS	\$5,262,547

SECTION 3. CONFLICTS. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 19th day of November 2025.

ATTEST:

**RIVERS EDGE III COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Fiscal Year 2025 Budget

EXHIBIT A
Amended Fiscal Year 2025 Budget

Rivers Edge III
Community Development District
FY 2025 Budget Amendment

Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund

Description	Adopted FY 25 Budget	Increase/ (Decrease)	Amended FY 25 Budget	Actual 9/30/25
<u>Revenues</u>				
Special Assessments - Tax Roll	\$ 918,137	\$ 14,279	\$ 932,416	\$ 932,416
Special Assessments - Direct Bill	76,160	-	76,160	76,160
Developer Contributions	845,241	1,105,817	1,951,058	1,951,058
Miscellaneous Income/Interest	2,000	2,611	4,611	4,611
Total Revenues	\$ 1,841,538	\$ 1,122,707	\$ 2,964,245	\$ 2,964,246
<u>Expenditures</u>				
<u>General & Administrative:</u>				
District Engineer	\$ 5,000	\$ 11,000	\$ 16,000	\$ 13,686
District Counsel	25,000	12,000	37,000	32,010
District Management	31,461	-	31,461	31,461
Assessment Roll Administration	5,618	-	5,618	5,618
Dissemination Agent	3,933	559	4,491	4,491
Information Technology	1,348	230	1,578	1,578
Website Administration	2,022	345	2,368	2,368
Website Maintenance	848	1,426	2,274	2,274
Annual Audit	5,200	1,500	6,700	6,700
Trustee Fees	6,000	(676)	5,324	5,324
Arbitrage Rebate	600	-	600	600
Telephone	150	(102)	48	48
Postage & Delivery	250	771	1,021	1,021
Printing & Binding	1,000	(381)	619	619
Insurance General Liability	6,334	(173)	6,161	6,161
Legal Advertising	1,500	643	2,143	2,143
Other Current Charges	500	(346)	154	154
Office Supplies	50	(46)	4	4
Dues, Licenses & Subscriptions	175	-	175	175
Total General & Administrative	\$ 96,989	\$ 26,751	\$ 123,740	\$ 116,436
<u>Operations & Maintenance</u>				
Ground Maintenance:				
Cost Share Landscaping - Rivers Edge	\$ 103,480	\$ -	\$ 103,480	\$ 103,480
Field Operations Management (Vesta)	39,438	375	39,813	39,813
Landscape Maintenance	476,418	330,588	807,006	807,006
Landscape Contingency	15,000	260,000	275,000	259,928
Irrigation Repairs and Maintenance	40,000	55,000	95,000	85,026
Lake Maintenance	18,000	10,000	28,000	26,872
Irrigation Water Use	7,200	201,644	208,844	208,844
Electric	1,000	52,111	53,110	53,110
Street Lighting	10,000	-	10,000	-
Street and Drainage Maintenance	3,000	-	3,000	-
Other Repair & Replacements	10,000	-	10,000	6,862
Total Ground Maintenance	\$ 723,535	\$ 909,718	\$ 1,633,253	\$ 1,590,942

Rivers Edge III
Community Development District
FY 2025 Budget Amendment

Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund

Description	Adopted FY 25 Budget	Increase/ (Decrease)	Amended FY 25 Budget	Actual 9/30/25
Amenity Center:				
Cost Share Amenity - Rivers Edge	\$ 155,848	\$ -	\$ 155,848	\$ 155,848
General Manager (Vesta)	46,793	1,062	47,855	47,855
Amenity Manager (Vesta)	29,632	-	29,632	29,632
Maintenance Service (Vesta)	103,123	-	103,123	103,123
Lifestyle Director (Vesta)	43,329	-	43,329	43,329
Lifeguards (Vesta)	53,507	671	54,178	54,178
Facility Attendant (Vesta)	85,718	-	85,718	85,718
Janitorial (Vesta)	32,875	-	32,875	32,875
Security Monitoring	1,800	930	2,730	2,730
Security Guards	25,000	-	25,000	-
Telephone	8,500	6,466	14,966	14,966
Insurance	14,000	66,229	80,229	80,229
Fitness Equipment Lease	68,488	408	68,896	68,896
Window Cleaning	1,500	-	1,500	-
Pressure Washing	15,000	-	15,000	-
Pool Chemicals	20,000	18,000	38,000	36,756
Natural Gas	500	139	639	639
Electric	20,000	-	20,000	-
Water & Sewer	30,000	-	30,000	15,610
Amenity Repairs and Replacement	10,000	50,000	60,000	51,266
Refuse	15,000	38	15,038	15,038
Pest Control	3,600	-	3,600	960
Fire Alarm System and Maintenance	2,000	-	2,000	-
Access Cards	1,000	-	1,000	-
License & Permits	1,800	-	1,800	-
Special Events	15,000	-	15,000	13,710
Holiday Decorations	10,000	5,572	15,572	15,572
Office Supplies & Postage	1,500	-	1,500	-
Capital Expenditures	5,500	-	5,500	-
Capital Reserve Funding	200,000	-	200,000	200,000
Total Amenity Center	\$ 1,021,013	\$ 149,515	\$ 1,170,528	\$ 1,068,929
Total Expenses	\$ 1,841,538	\$ 1,085,983	\$ 2,927,521	\$ 2,776,306
Excess Revenues (Expenditures)	\$ 0	\$ 36,724	\$ 36,725	\$ 187,939
Fund Balance - Beginning	\$ (0)	\$ (36,724)	\$ (36,725)	\$ (29,053)
Fund Balance - Ending	\$ -	\$ -	\$ -	\$ 158,886

Rivers Edge III
Community Development District
FY 2025 Budget Amendment

Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Reserve Fund

Description	Adopted FY 25 Budget	Increase/ (Decrease)	Amended FY 25 Budget	Actual 9/30/25
Revenues				
Capital Reserve Funding	\$ 200,000	\$ -	\$ 200,000	\$ 200,000
Developer Contributions	-	114,016	114,016	114,016
Interest	100	(100)	-	-
Total Revenues	\$ 200,100	\$ 113,916	\$ 314,016	\$ 314,016
Expenditures				
Repair and Replacements	\$ 5,000	\$ -	\$ 5,000	\$ -
Capital Outlay	-	114,016	114,016	114,016
Bank Fee	-	270	270	270
Total General & Administrative Expenditures	\$ 5,000	\$ 114,286	\$ 119,286	\$ 114,286
Excess Revenues (Expenditures)	\$ 195,100	\$ (370)	\$ 194,730	\$ 199,730
Fund Balance - Beginning	\$ 46,016			\$ 29,992
Fund Balance - Ending	\$ 241,116			\$ 229,722