

Rivers Edge II
Community Development District

October 16, 2019

Rivers Edge II

Community Development District

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

Phone: 904-940-5850 - Fax: 904-940-5899

October 9, 2019

Board of Supervisors
Rivers Edge II
Community Development District

Dear Board Members:

The Rivers Edge II Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, October 16, 2019 at 10:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.** Following is the revised agenda for the meeting:

- I. Call to Order
- II. Public Comment
- III. Approval of the Minutes of the September 18, 2019 Meeting
- IV. Ratification of the Engagement Letter from Grau & Associates for the FY19 Audit
- V. Consideration of 170.03 Resolution 2020-01
- VI. Consideration of Updates to Interlocal Agreement
- VII. Consideration of Landscape Maintenance Proposal for Keystone Corner
- VIII. Consideration of Updated Amenity Policies / Forms
- IX. Consideration of Resolution 2020-02, Setting a Public Hearing for the Purpose of Adopting Rates
- X. Consideration of Amendment to Agreement with Vesta
- XI. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. General Manager – Report
- XII. Financial Reports
 - A. Balance Sheet and Income Statement
 - B. Consideration of Funding Request No. 13
 - C. Check Register
- XIII. Supervisors' Requests and Audience Comments
- XIV. Next Scheduled Meeting – November 20, 2019 at 10:30 a.m. at the RiverTown Amenity Center
- XV. Adjournment

Enclosed under the third order of business is a copy of the minutes of the September 18, 2019 meeting for your review and approval.

The fourth order of business is ratification of the engagement letter from Grau & Associates for the FY19 audit. A copy of the letter is enclosed for your review.

The fifth order of business is consideration of 170.03 resolution 2020-01. A copy of the resolution and accompanying exhibits are enclosed for your review and approval.

The sixth order of business is consideration of updates to the interlocal agreement. Copies of the agreement as well as the cost sharing report are enclosed for your review and approval.

The seventh order of business is consideration of landscape maintenance proposal for Keystone Corner. A copy of the proposal is enclosed for your review and approval.

The eighth order of business is consideration of updated amenity policies / forms. Copies of the redlined policies and form are enclosed for your review and approval.

The ninth order of business is consideration of resolution 2020-02, setting a public hearing for the purpose of adopting rates, fees and charges of the District. A copy of the resolution is enclosed for your review and approval.

The tenth order of business is consideration of amendment to agreement with Vesta. Backup documentation will be provided under separate cover.

Enclosed under the twelfth order of business are copies of the financial reports, funding request number 13 and check register for your review and approval.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850.

Sincerely,

James Perry

James Perry

District Manager
Rivers Edge II Community
Development District

AGENDA

Rivers Edge II
Community Development District
Agenda

Wednesday
October 16, 2019
10:30 a.m.

RiverTown Amenity Center
156 Landing Street
St. Johns, Florida 32259
Staff Call In #: 1-888-394-8197
Passcode: 642203
Website: www.riversedge2cdd.com

- I. Call to Order
- II. Public Comment
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- VI. Consideration of Updates to Interlocal Agreement
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- VIII. Consideration of Updated Amenity Policies / Forms
- IX. Consideration of Resolution 2020-02, Setting a Public Hearing for the Purpose of Adopting Rates, Fees and Charges of the District
- X. Consideration of Amendment to Agreement with Vesta
- XI. Staff Reports
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
 - D. General Manager – Report
- XII. Financial Reports

- A. Balance Sheet and Income Statement
- B. Consideration of Funding Request No. 13
- C. Check Register

XIII. Supervisors' Requests and Audience Comments

XIV. Next Scheduled Meeting – November 20, 2019 at 10:30 a.m. at the RiverTown Amenity Center

XV. Adjournment

MINUTES

MINUTES OF MEETING
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

The meeting of the Board of Supervisors of the Rivers Edge II Community Development District was held on Wednesday, September 18, 2019 at 10:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida.

Present and constituting a quorum were:

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|-----------------|---------------|
| Louis Cowling | Vice Chairman |
| Jason Thomas | Supervisor |
| Chris Henderson | Supervisor |

Also present were:

| | |
|----------------|-------------------------|
| Jim Perry | District Manager |
| Lauren Gentry | District Counsel |
| Ryan Stilwell | District Engineer |
| Jason Davidson | Vesta – General Manager |
| Robert Beladi | VerdeGo |
| Ernesto Torres | GMS |

The following is a summary of the discussions and actions taken at the September 18, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Perry called the meeting to order.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Affidavit of Publication

Copies of the affidavits were enclosed in the agenda package.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the August 21, 2019 Meeting

There were no comments on the minutes.

On MOTION by Mr. Cowling seconded by Mr. Henderson with all in favor the minutes of the August 21, 2019 meeting were approved.

FIFTH ORDER OF BUSINESS

Public Hearing on the Imposition of Special Assessments

A. Consideration of Resolution 2019-15, Equalizing and Levying Debt Assessments

On MOTION by Mr. Henderson seconded by Mr. Cowling with all in favor the public hearing was opened.

Ms. Gentry stated we already kicked off the financing process a few months ago and you adopted a declaring resolution where you declared your intent to levy assessments and this is the next step in the process. Today you have a resolution equalizing and levying the debt assessments and as required by law we're having a public hearing so that we can hear any comments that need to be heard on that. There are certain publication and mailed notice requirements so I'll ask Jim to confirm that those have been noticed as required by law.

Mr. Perry stated they were.

Ms. Gentry stated today there are some things we need to get into the record for the validation process. One thing to note is this is not actually levying an assessment, it is setting a master lien on the property so that when it is time to levy those assessments when we have the details of the bond deal figured out you'll be able to do that with a supplemental resolution so this is kind of an intermediary step in the process. Attached to the resolution we have two reports. One is the master improvement plan that has been prepared by Prosser that describes the master project for the District and one is the master special assessment methodology prepared by GMS that states the maximum levels that assessments would be levied on the property to fund that project. I'll ask Ryan to give an overview of his report and describe anything that might have changed.

Mr. Stilwell stated the main items in the report are offsite improvements: County Road 223, Keystone Corners, which is the road that is almost finished just north of Watersong, future stormwater ponds and this CDD includes the RiverClub so it has the master amenity in there, pocket parks, future amenity expansions, and all of the master landscape, which includes the other entry that was just completed out at Longleaf, as well as landscaping along Keystone Corners and some other landscape throughout the district. We have updated the tables in

regards to status of construction to where we are today and also in regards to future ownership and maintenance. There's an outline there of what roads will be dedicated to the county versus the CDD and also Watersong since those roads will be owned by the HOA. Then we've got the overall cost opinion for that master improvement plan. The total estimated cost is \$32,547,262.11 and that does include design fees and contingency.

Ms. Gentry asked based on your experience are the cost estimates reasonable and proper?

Mr. Stilwell stated yes.

Ms. Gentry asked do you have any reason to believe that the District cannot carry out the master improvement plan?

Mr. Stilwell stated no.

Ms. Gentry stated I'll let Jim describe his master assessment methodology report.

Mr. Perry stated at the previous meetings we provided a draft of this to the Board. The major change that occurred was just a change in acreage related to the boundary amendment process that is ongoing right now. Page one through ten is a narrative in regards to the general overview of the methodology itself. It goes through what the current district is comprised of, the development plan for the district, different types of development units, the master improvement plan, which dovetails to the report by the District Engineer, and then based upon the construction improvement plan we do an estimated bond financing for all of those improvements at 100% bond financing and then after that we go through the narrative in regards to the assessment methodology itself, including a provision in there for true-ups in the future in the development levels don't reach what is prescribed in the development program. Table number one is the land use of all of the acreage within the development. Table two is the ERU allocations and they're based upon the relative front footage of a lot. Table number three is the infrastructure cost estimates. Table four is the financing estimates based upon the improvement plan. Table five is the benefit and par debt allocation in regards to the different types of development units that are planned. Table number six shows the lands that are subject to this right now and it's one parcel as there haven't been any platted lots.

Ms. Gentry stated that legal description that is attached, if I'm not mistaken, is for the anticipated district after the boundary amendment, which we're assuming will be approved if all goes according to plan.

Mr. Perry stated correct.

Ms. Gentry stated as the board may recall us saying in the past, for a special assessment to be valid it has to give a benefit to the lands that are subject to the special assessment and it has to be reasonable apportioned among those lands. In your professional opinion to the lands subject to the assessments receive special benefits from the master improvement plan?

Mr. Perry stated they do.

Ms. Gentry asked are the master assessments reasonably apportioned among the land subject to the special assessments?

Mr. Perry stated they are.

Ms. Gentry asked is it reasonable, proper and just to assess the cost of the master improvement plan as a system of improvements against the lands in the district in accordance with your methodology?

Mr. Perry stated it is.

Ms. Gentry asked is it your opinion that the special benefits the lands will receive as set forth in what will be the assessment roll will be equal to, or in excess, of the maximum master assessments when allocated as set forth in the methodology?

Mr. Perry stated it will and just as a side note, this anticipates 100% financing. Almost all districts are in the 50% or 60% level. You never go to 100%.

Ms. Gentry asked is it your opinion that it is in the best interest of the District that the master assessments be paid and collected in accordance with the methodology and the District's assessment resolution?

Mr. Perry stated yes.

Ms. Gentry gave an overview of resolution 2019-15 in which a revision to include the time change of the public hearing from 10:00 a.m. to 10:30 a.m., authorized at the August 21, 2019 meeting, was noted.

Mr. Stilwell noted the map exhibit included in the methodology report needs to be updated.

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| <p>On MOTION by Mr. Henderson seconded by Mr. Cowling with all in favor resolution 2019-15 was approved subject to update of exhibit 2 in the master assessment methodology.</p> |
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On MOTION by Mr. Cowling seconded by Mr. Henderson with all in favor the public hearing was closed.

SIXTH ORDER OF BUSINESS

Consideration of Amendment #1 to the Traffic Control Agreement with St. Johns County

Ms. Gentry stated this agreement is in draft form and the board would be approving it in substantial form today. You may recall there was a traffic study done over the whole of the development and we previously entered into an agreement with St. Johns County that gives them the authority to enforce traffic regulations on those roads and this amendment just extends that to CDD II essentially. We will get a final version out to Jim and he can circulate for signatures.

On MOTION by Mr. Cowling seconded by Mr. Henderson with all in favor amendment #1 to the traffic control agreement with St. Johns County was approved in substantial form.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Gentry stated we have submitted the amendments to the boundary amendment to answer the County’s questions and we’re still waiting on their comments from that but they told me that they expect to have approval this week.

B. District Engineer

Mr. Stilwell stated now that we have the traffic control agreement approved we are working with the County attorney as well as the Sheriff’s office to keep that process moving. We are also permitting all of those roads.

C. District Manager

There being none, the next item followed.

D. General Manager - Report

Mr. Jason Davidson stated we are now 90% complete with the café install. We are waiting on the electrician to come in and tie into the system and after that we have on shut off valve that needs to be tied into the gas lines, then we need to skirt and put the ceiling tile back

in and we will be good to go. We hope to have all of that completed by the end of the week so we can get the fire marshal out to pass inspection.

For some of the larger vehicles that are coming in to the RiverClub, whether they be for deliveries for food or beverage items or actual workers coming through, it's very difficult to not hit that grass patch so we wanted to look at possibly putting a piece of concrete there close to the sidewalk. It's an aesthetics thing. We've got the guys out there fixing it all the time so I'd like to go ahead and get with a concrete guy and get an estimate.

EIGHTH ORDER OF BUSINESS Financial Reports

A. Balance Sheet and Income Statement

B. Consideration of Funding Request No. 12

A copy of the funding request, in the amount of \$85,465.61 was included in the agenda package.

On MOTION by Mr. Henderson seconded by Mr. Thomas with all in favor Funding Request No. 12 was approved.

C. Check Register

The check register totaling \$179,544.80 was included in the agenda package.

On MOTION by Mr. Cowling seconded by Mr. Thomas with all in favor the check register was approved.

NINTH ORDER OF BUSINESS

**Supervisors' Requests and Audience
Comments**

There being none, the next item followed.

TENTH ORDER OF BUSINESS

**Next Scheduled Meeting – October 16, 2019
at 10:30 a.m. at the RiverTown Amenity
Center**

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Cowling seconded by Mr. Henderson with all in favor the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

FOURTH ORDER OF BUSINESS



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 20, 2019

Board of Supervisors
Rivers Edge II Community Development District
c/o GMS, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Rivers Edge II Community Development District, St. Johns County, Florida ("the District") for the fiscal year ended September 30, 2019, with the option of one (1) additional one-year renewal. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Rivers Edge II Community Development District as of and for the fiscal year ended September 30, 2019, with the option of one (1) additional one-year renewal. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards

and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and

recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may

provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN.

This agreement provides for a contract period of one (1) year with the option of one (1) additional, one-year renewal upon the written consent of both parties. Our fee for these services will not exceed \$4,600 for the September 30, 2019. Our fee for the fiscal year 2020 audit will not exceed \$4,700 unless there is a change in activity by the District which results in additional audit work or if Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Rivers Edge II Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

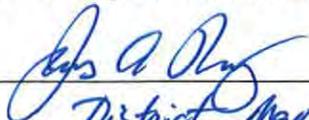
Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Rivers Edge II Community Development District.

By: 
Title: District Mgr
Date: 9/23/19



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards:

A handwritten signature in cursive script, reading "Anita Ford", written over a horizontal line.

Anita Ford, Chair
AICPA Peer Review Board
2016

FIFTH ORDER OF BUSINESS

RESOLUTION 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Rivers Edge II Community Development District (“**District**”) was established by Ordinance 2018-26, as adopted by the St. Johns County Commission, and is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended, located entirely within St. Johns County, Florida; and

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, or construct certain improvements, including but not limited to: transportation facilities, utility facilities, recreational facilities, and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the District has previously determined to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the District’s *Master Improvement Plan Report*, dated October 9, 2019 (“**Master Improvement Plan Report**”) attached hereto as **Exhibit A** and incorporated herein by reference (and the improvements set forth therein, termed the “**Project**”); and

WHEREAS, it is in the best interest of the District to pay all or a portion of the cost of the Project by special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes* (“**Assessments**”); and

WHEREAS, the District is empowered by Chapter 190, Chapter 170, and Chapter 197, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Project and to impose, levy and collect the Assessments; and

WHEREAS, the District has previously, after a hearing conducted in accordance with the provisions of Section 170.08, *Florida Statutes*, adopted that certain Resolution 2019-15,

which, among other things, equalized and levied assessments against the lands then within the District; and

WHEREAS, due to changes in the development plan and also due to an amendment of the District boundaries to include additional developable and assessable property, the District's Board of Supervisors hereby finds it is in the District's best interests to declare special assessments and replace the master assessment lien at such time as the resolution contemplated by Section 170.08 is adopted; and

WHEREAS, that certain Master Improvement Plan Report attached hereto as **Exhibit A**, and that certain *Master Special Assessment Methodology Report*, dated October 9, 2019 ("**Assessment Report**"), and attached hereto as **Exhibit B**, are hereby adopted by the District; and

WHEREAS, the District desires to commence the process of levying a master assessment lien the Parcels described in **Exhibit C** attached hereto; and

WHEREAS, this Resolution shall serve as the "resolution required to declare special assessments" contemplated by Section 170.03, *Florida Statutes*, for the assessment lien levied against those Parcels described in **Exhibit C**; and

WHEREAS, as set forth in the Assessment Report attached hereto as **Exhibit B** and incorporated herein by reference and on file at Governmental Management Services, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("**District Records Office**"), the District hereby finds and determines that:

- (i) benefits from the Project will accrue to the property improved,
- (ii) the amount of those benefits will exceed the amount of the Assessments,
and
- (iii) the Assessments are fairly and reasonably allocated.

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

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board of Supervisors ("**Board**") hereby declares that it has determined to undertake all or a portion of the Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF PROJECT IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the

Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** and **Exhibit C** are also on file and available for public inspection at the same location.

4. DECLARING THE TOTAL ESTIMATED COST OF THE PROJECT, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.

- A. The total estimated construction cost of the Project is **\$32,547,262.11** (“**Estimated Cost**”).
- B. The Assessments will defray approximately **\$41,375,000**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**.
- C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. Commencing with the years in which the Assessments are certified for collection, the Assessments shall each be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon such improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.

6. ASSESSMENT PLAT. Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Project and the estimated cost of the Project, all of which are open to inspection by the public.

7. PRELIMINARY ASSESSMENT ROLL. Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the maximum assessment against each lot or

parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two (2) public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS

| | |
|-----------|--|
| DATE: | November 20, 2019 |
| TIME: | 10:30 a.m. |
| LOCATION: | RiverTown Amenity Center 156 Landing Street St. Johns, Florida 32259 |

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file at the District Records Office. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within St. Johns County (by two (2) publications one (1) week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of the hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within St. Johns County and to provide such other notice as may be required by law or desired in the best interests of the District.

10. **CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed. However, in no event shall this Resolution affect the effectiveness of Resolution 2019-15.

11. **SEVERABILITY.** If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force, and effect of any other section or part of

a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 16th day of October, 2019.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Asst. Secretary

Vice/Chairperson, Board of Supervisors

Exhibit A: *Master Improvement Plan Report*, dated October 9, 2019

Exhibit B: *Master Special Assessment Methodology Report*, dated October 9, 2019

Exhibit C: Assessable Parcels

Exhibit A
Master Improvement Plan Report

**RIVERS EDGE II
COMMUNITY DEVELOPMENT DISTRICT
MASTER IMPROVEMENT PLAN REPORT**

Prepared for:

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

Prepared by:

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

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INTRODUCTION

The Development

RiverTown is a 4,176.53-acre mixed-use master planned development (the “**Development**” or “**RiverTown**”) located along the east bank of the St. Johns River, approximately thirty-three miles southwest of downtown Jacksonville in northwest St. Johns County, Florida. A map identifying the general location of the Development is attached as **Exhibit 1**.

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

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

The Rivers Edge II Community Development District

The Development currently includes two community development districts, Rivers Edge Community Development District (“**Rivers Edge**”), established by Rule 42FFF-1, *Florida Administrative Code*, adopted by the Florida Land and Water Adjudicatory Commission in 2006, as subsequently amended, and Rivers Edge II Community Development District (“**Rivers Edge II**” or “**District**”), established by Ordinance No. 2018-26, by the Board of County Commissioners in and for St. Johns County on June 19, 2018, and effective as of June 22, 2018. For more information regarding Rivers Edge, please review the Rivers Edge CDD website at www.riversedgecdd.com, contact the professionals listed thereon or see **Exhibit 3** attached showing the District boundary.

PURPOSE AND SCOPE OF IMPROVEMENTS

Rivers Edge II was established for the purpose of financing or acquiring, constructing, maintaining and operating all or a portion of the infrastructure necessary for community development within and without the boundaries of the District. All these proposed improvements are presently contemplated in the approved St. Johns County RiverTown DRI.

What follows is a description of the master infrastructure improvements that comprise the District's Master Improvement Plan. A summary of the costs associated with each category of master improvements is attached hereto as Table 1.

Master Roadway Improvements

Major Collector Roadway – County Road 223 (Remaining Portion of Phase I & Phase II)

County Road 223 consists of approximately 3 miles of roadway to be completed in two phases. Phase I will consist of a two-lane undivided urban section with improvements for turn lanes at the north and south intersections. A portion of the Phase I improvements were completed by Rivers Edge CDD. This portion of Phase I improvements are not part of the District’s Master Improvement Plan; however, completion of the remaining portion of County Road 223 is part of the Master Improvement Plan. Final construction has been put on hold pending further development within the District. Phase II will consist of constructing another two-lane urban section, with median, to complete the four- lane urban section with median.

Minor Collector Roadways – Keystone Corners

Keystone Corners will serve as a secondary access point into the RiverTown Development from CR244 (Longleaf Pine Parkway). It will extend to the west from the existing traffic signal located at CR 244 over to the existing intersection at Orange Branch Trail within the phase known as the “Garden District.” This two-lane roadway will provide access to the development parcels to the north and south within this portion of the District. Multi-use paths for pedestrians, bicyclists and golf carts will run parallel to the roadway. Improvements in this category also include District-installed and maintained landscape and irrigation with reclaimed water. This improvement category also includes utility improvements that will serve as the major trunk line system throughout the District.

Master Drainage Improvements

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

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

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

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

Master Recreation

RiverClub Amenity

Serving as the anchor amenity along the banks of the St. Johns River, the RiverClub Amenity provides District residents with a unique amenity experience. The RiverClub Amenity features a 9,000 square foot building that houses a café, game room, restrooms and dining area. Other features include a zero-entry pool, riverfront boardwalk along the St. Johns River, kayak storage building, outdoor pavilion, playground, outdoor pavilion and fire pit. This amenity serves as the second facility within RiverTown for residents to enjoy outdoor recreational activities along the St. Johns River. Construction started on this facility in June 2016 and was completed in March 2018. The building is fully operational.

Neighborhood Pocket Parks

The District lands along the St. Johns River and existing preserved wetlands provide a unique experience for residents to engage in outdoor activities. In order to support the surrounding environmental benefits of the District, the Master Developer is designing neighborhood pocket parks that will consist of children's areas, recreational play fields, dog parks and trails. This category represents all work related to a minimum of 4 neighborhood pocket parks within District. Work may include hardscape (pavers, benches, shade pavilions, play features, etc.), landscape and irrigation improvements to serve the community within this improvement category. These neighborhood parks are part of the master recreation components and provide a special benefit to all residents in the District as master recreational amenities.

Future Amenity

Over the course of the development of the District, additional amenity facilities are anticipated to serve the residents of the District. This improvement category may include an amenity building, shade pavilion, pool, hardscape improvements, athletic courts, landscape, irrigation, play features or any such appurtenance that will serve as a future recreational amenity to the residents of the District.

Master Landscape

This category represents all work related to the community entry and landscaping along Longleaf Pine Parkway including new monumentation and signage at the east end of Keystone Corners. The entry feature at Keystone Corners will consist of small tower structures, walls, signage, lighting, lake fountains, landscaping and irrigation. This category also includes all future lands that will be owned and maintained by the District such as common areas, buffers and open spaces. All work related to the entry sequence is included within this description.

STATUS OF CONSTRUCTION

The Master Developer is moving forward with significant improvements within the District. The following table outlines the existing and proposed unit counts by approximate acreage and units.

| <u>Proposed Land Use</u> | <u>Approximate Acreage</u> | <u>Units</u> |
|--|-----------------------------------|---------------------|
| Existing RiverClub Amenity | 20 | |
| Future Residential | 773 | 1,718 |
| Recreation | 16 | |
| Other (Open Space/Drainage/Conservation) | 174 | |
| Total Units Rivers Edge II CDD | 984* | 1,718 |

*Acreage listed assumes completion of boundary amendment currently before the County.

The following table outlines the current status of the projects underway and planned within the District:

| Rivers Edge II CDD Construction Project Status & Permit Approvals | | | | | | |
|--|---------------------------------------|--------------------------------|----------------------------|-----------------------------|-------------------------------|-------------|
| Project Description | Construction Completed to Date | Permit Status | | | | |
| | | Army Corps Of Engineers | St. Johns River WMD | St. Johns County DRC | FDEP Water & Sewer | FDOT |
| CR223 | 25%* | X | X | X | X | N/A |
| Keystone Corners | 95% | N/A | X | X | X | N/A |
| Master Drainage | 15% | X | X | X | N/A | N/A |
| KC Entry Feature | 100% | N/A | X | X | N/A | N/A |
| CR 244 Landscape | 50% | N/A | N/A | X | N/A | N/A |
| Neighborhood Pocket Parks | 0% | N/A | 0 | 0 | N/A | N/A |
| RiverClub Amenity | 100% | N/A | X | X | X | N/A |
| Future Amenity | 0% | N/A | 0 | 0 | 0 | N/A |

X- Permit Issued

N/A – Not applicable

0 - Not submitted

* - Represents portion of project previously completed through Rivers Edge.

OWNERSHIP & MAINTENANCE

The following is a brief summary of the anticipated operation and maintenance responsibilities for the improvements.

| Improvement Projects | Ownership | Maintenance Responsibility |
|---|---------------|--------------------------------------|
| CR 223 | SJC | SJC |
| Keystone Corners | SJC | SJC (CDD - landscaping & irrigation) |
| Master Drainage | CDD | CDD |
| KC Entry Feature | CDD | CDD |
| Mist Flower Dr from Keystone Corners to Watersong Entry Gates | CDD | CDD |
| Watersong Roads | Watersong HOA | Watersong HOA |
| Watersong Storm Ponds | CDD | CDD |
| CR 244 Landscape | SJC | CDD |
| Pocket Parks | CDD | CDD |
| RiverClub Amenity | CDD | CDD |

*JEA will own and maintain the water, sewer and reuse facilities within the Development

BASIS FOR THE COST OPINION

The improvements contemplated in this Master Improvement Plan are currently in conceptual design, final design, under construction or have completed construction. For items where construction is complete (specifically the RiverClub, Keystone Corners, Keystone Corner Entry Feature), contract actuals have been included. For all other categories, Prosser, Inc., prepared opinions of probable costs based on the intent and status of each element as defined at its current level of design and construction. Opinions of cost are based on our experience with similar projects and represent a reasonable approximation pursuant to standard engineering practice. The cost numbers include several elements:

- Construction cost.
- Design fee including engineering, landscape and hardscape, architectural, and sub consultants such as surveyors, environmental consultants and geotechnical engineers.
- Contingency factor of 15%.
- Construction administration expenses.

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

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

TABLE I
RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
SUMMARY OF COST OPINIONS
October 9, 2019

| Improvement Plan Category | Improvement Plan Opinion of Costs (\$) * | Notes |
|--|---|-----------------------------|
| Master Drainage & Stormwater Management | \$3,770,357.63 | Stormwater ponds |
| Master Transportation | \$14,315,654.47 | CR 223, Spine Road Ph 4 & 5 |
| Master Landscape | \$1,150,000.00 | Longleaf Pine Landscaping |
| Master Recreation | \$13,311,250.00 | RiverClub, Amenity, Parks |
| Total RECDD II Master Improvement Opinion | \$32,547,262.11 | |

*Includes construction cost, design fees, construction administration expenses, and 15% contingency.

VICINITY MAP

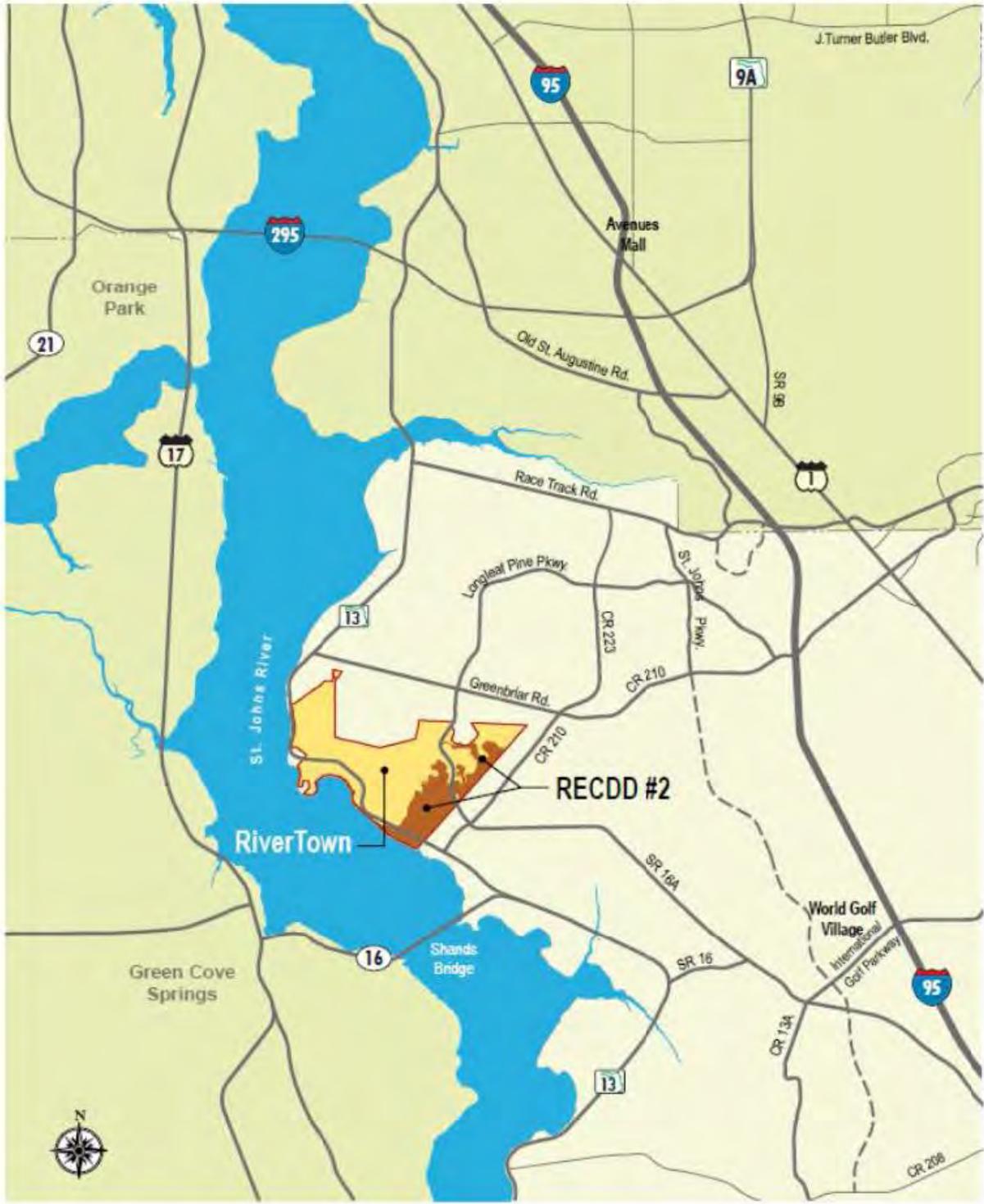


Exhibit 1

RIVERTOWN

Master Development Plan

LEGEND

- CDD Boundary
- SJC Road
- Watersong HOA Road
- CDD Road
- Rivers Edge CDD
- Rivers Edge II CDD
- Future CDD #3
- School Site

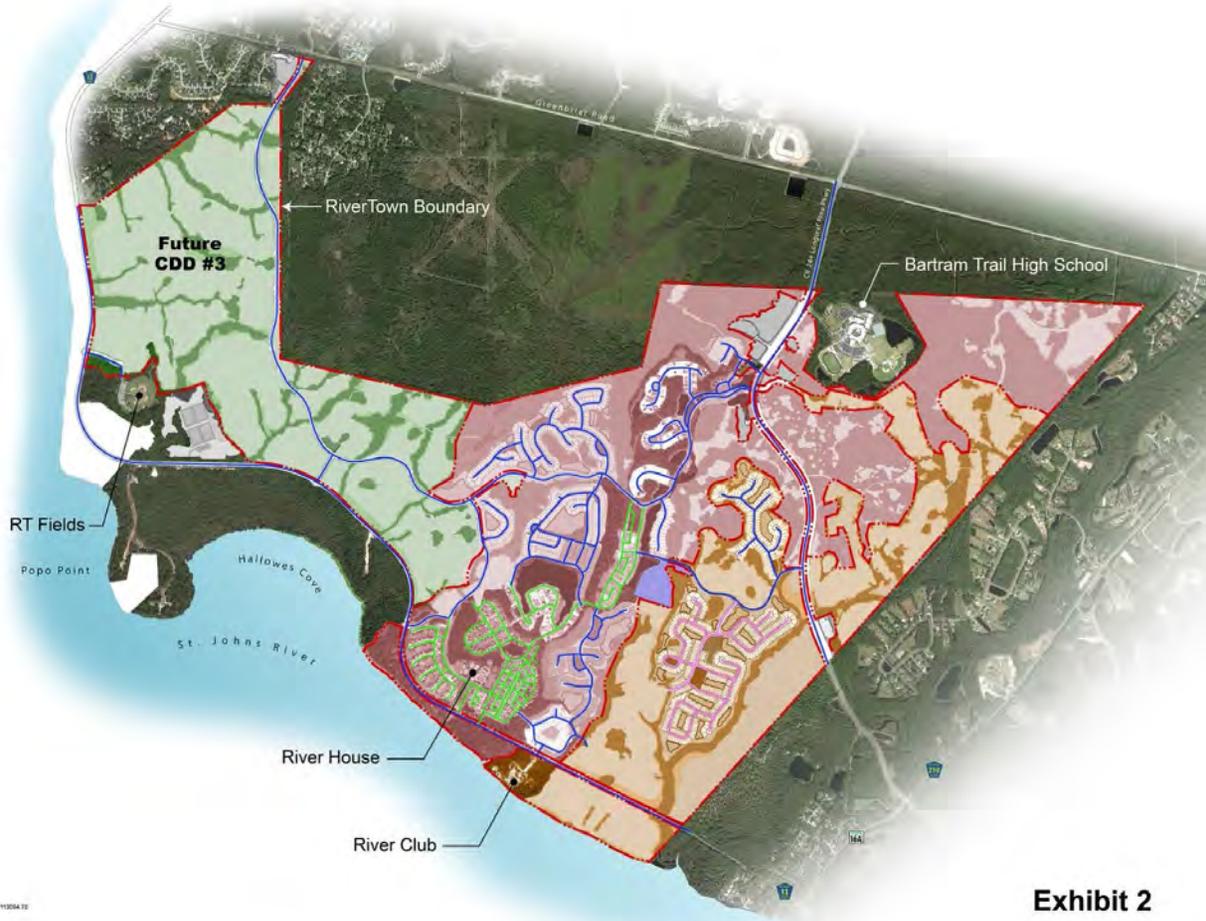


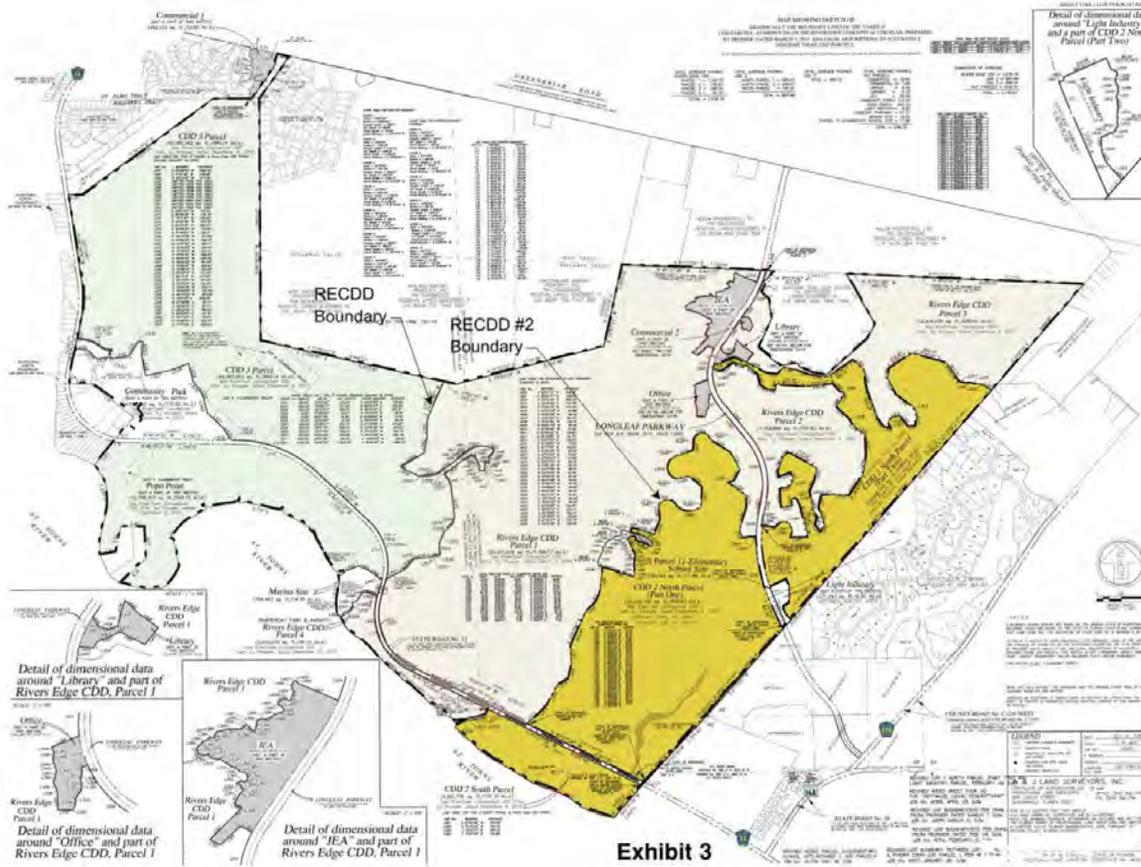
Exhibit 2

RIVERTOWN

RECDD #2 Boundary

LEGEND

-  RECDD Boundary
-  RECDD #2 Boundary



RE II CDD
MASTER PLAN

LEGEND

- RECDD Boundary
- RECDD #2 Boundary
- Stormwater Discharge
- Water
- Sewer
- Reuse Water



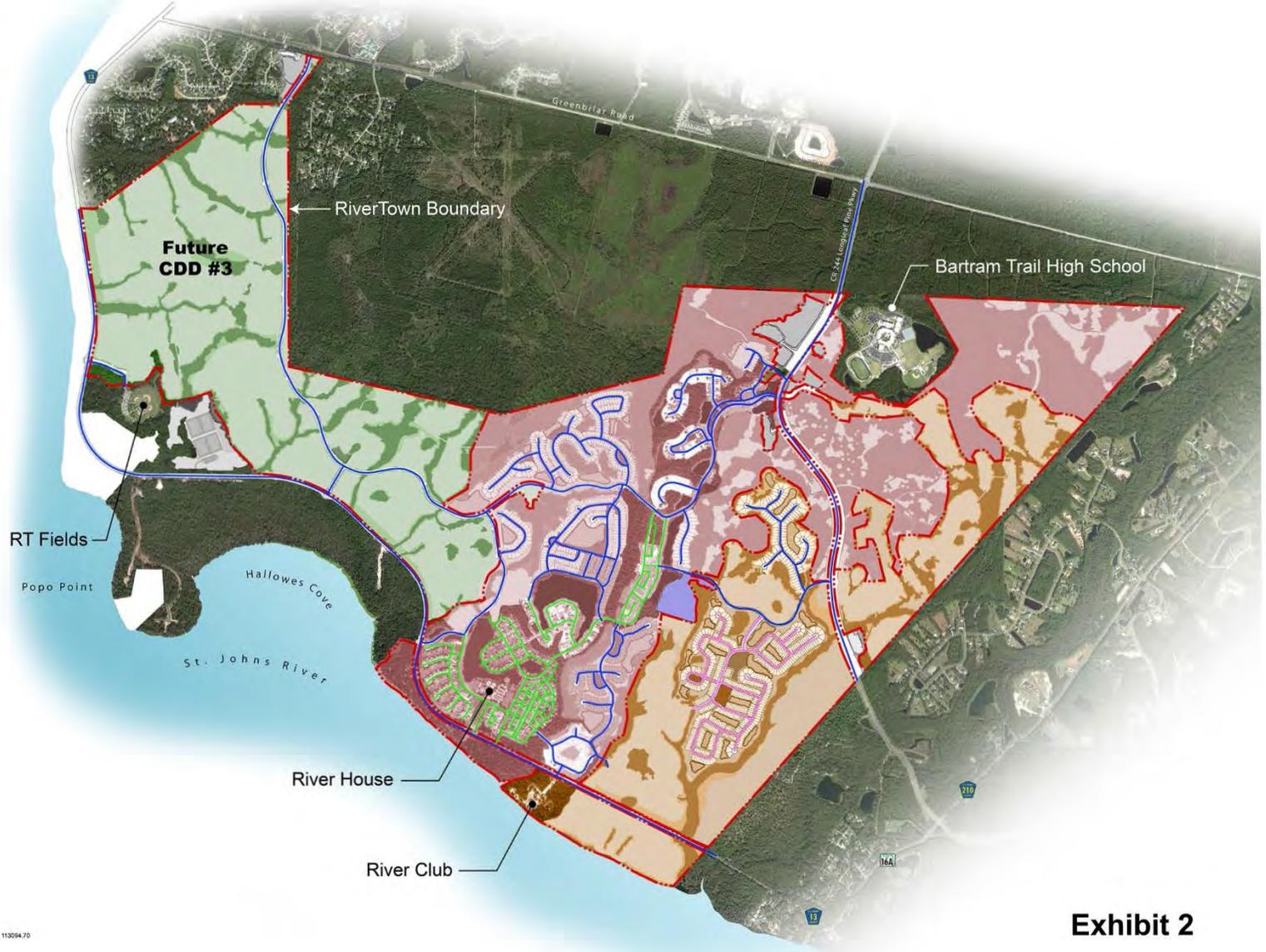
Exhibit 4

RIVERTOWN

Master Development Plan

LEGEND

-  CDD Boundary
-  SJC Road
-  Watersong HOA Road
-  CDD Road
-  Rivers Edge CDD
-  Rivers Edge II CDD
-  Future CDD #3
-  School Site



RIVERTOWN

mattamy-homes

RE II CDD MASTER PLAN

LEGEND

-  RECDD Boundary
-  RECDD #2 Boundary
-  Stormwater Discharge
-  Water
-  Sewer
-  Reuse Water



Exhibit 4

Exhibit B
Master Assessment Methodology Report

RIVERS EDGE II

Community Development District

**Revised - Master Special Assessment Methodology
Report**

October 9, 2019

Prepared by

Governmental Management Services, LLC

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1.0 Introduction

1.1 Purpose

This Revised Master Special Assessment Methodology Report (the "Report") provides a master assessment methodology for allocating the proposed debt to be incurred by the Rivers Edge II Community Development District ("Rivers Edge II CDD", "Rivers Edge II" or "District") to developable properties in the District and for allocating the benefit derived from the District's Master Improvement Plan (hereinafter defined) as described in the Master Improvement Plan Report (hereinafter defined) and corresponding par amount of bonds issued by the District to fund all or a portion of the Master Improvement Plan. The District's issuance of bonds and corresponding assessments to secure such bonds will fund infrastructure improvements that will allow the development of the property in the District. The methodology described herein allocates this debt to properties based upon the special benefits each receives from the infrastructure program. In this case, the property located within the District currently includes approximately 887 acres located in St. Johns County ("County"), Florida. Revisions to the boundaries of the District are anticipated to increase the total acreage of the District to approximately 984 acres; for purposes of this Report, it is assumed the District is 984 acres in size. This report has been revised to reflect changes in the development program for the District. This Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

1.2 Scope of the Report

This Report presents the master projections for financing the District's community infrastructure improvements described in the District's *Rivers Edge II Community Development District Master Improvement Plan Report*, dated October 9, 2019 (the "Engineer's Report" and the improvements described therein, the "Improvements" and the plan described therein, the "MIP" or "Master Improvement Plan"), developed by Prosser, Inc. (the "District Engineer"). This Report also describes the apportionment of the maximum benefits and special assessments resulting from the provision of the Improvements to the lands within the District.

This Report is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the Master Improvement Plan. All such liens shall be within the benefit limits established herein, shall use the allocation methodology described herein, and shall be described in one or more supplemental reports.

1.3 Special Benefits and General Benefits

The Improvements undertaken by the District create both general benefits to the public at large, as well as special and peculiar benefits to the property within its borders, different in kind and degree than the general benefits.

As discussed within this Report, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special and peculiar benefits that accrue to property within the District. The Improvements enable properties within the District boundaries to be developed. Without the Improvements, there would be no infrastructure to support development of land within the District and regulations and other laws would also prohibit development of property within the District.

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

1.4 Organization of this Report

Section Two describes the development program as proposed by the Developer.

Section Three provides a summary of the District Master Improvement Plan as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the Assessment Methodology.

2.0 Development Program for Rivers Edge II

2.1 Overview

RiverTown is a 4,176.53-acre mixed-use master planned development (the "Development" or "RiverTown"), located within St. Johns County, Florida. The Development is an approved Development of Regional Impact ("DRI"), approximately 3,995 acres of which is the RiverTown Planned Unit Development. The Rivers Edge II CDD is a component of the overall development program for the community. The proposed land use within the District is consistent with St. Johns County Land Use and Comprehensive Plans. **Table 1** includes the Land Use in the District.

2.2 The Development Program

The Rivers Edge II portion of the greater RiverTown development is anticipated to consist of approximately 1,054 single-family residential homes and 664 townhomes totaling 1,718 residential units. **Table 2** includes the Development Plan contemplated within the District.

3.0 The Capital Improvement Program for Rivers Edge II

3.1 Engineer's Report

The Improvements to be funded by the Rivers Edge II CDD are determined by the District Engineer in the Engineer's Report. Only infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, was included in these estimates; furthermore, there may be other public infrastructure improvements delivered or owned by the District that are not included within the Engineer's Report. **Table 3** includes the Infrastructure Cost Estimates by category.

3.2 Master Improvement Plan

The proposed Improvements to serve the District consist of certain master drainage and stormwater improvements, roadway improvements, landscaping improvements, and recreation improvements. The Improvements will represent a system of improvements that will provide special benefit to all lands within the District.

At the time of this writing, the total costs of the District's Master Improvement Plan are projected to be approximately \$32,547,262, including construction costs, design fees, contingency costs, and construction administrative expenses.

4.0 Financing Program for Rivers Edge II

4.1 Overview

As noted above, the District is embarking on a program of master improvements, which will facilitate the development of property within the District. Construction of certain Improvements may be funded by the Developer and acquired by the District under an agreement between the District and the Developer or may be funded directly by the District. The structure of financing presented below is preliminary and subject to change.

It is currently contemplated that the District will finance all or a portion of its Improvements with Special Assessment Bonds. The preliminary financing plan for the District, described more fully in **Table 4**, anticipates the issuance of Special Assessment Bonds in the principal par amount of \$ 41,375,000, in one or more series, to fund all or a portion of the District's Master Improvement Plan.

4.2 Types of Special Assessment Bonds Proposed

The preliminary sizing of the Special Assessment Bonds assumes an issuance date of January 1, 2020. Special Assessment Bonds are anticipated to be repaid with no more than thirty principal installments commencing on May 1, 2023 with interest paid semiannually every May 1 and November 1 commencing May 1, 2020. Included with the bond funding is a provision for approximately two years of capitalized interest, through 5/1/2022.

As projected in the current master financing plan shown in **Table 4**, in order to finance all or a portion of the District's Master Improvement Plan, the District will need to potentially incur indebtedness in the total par amount of approximately \$41,375,000.

The difference between the amount of bond debt and the cost of the Master Improvement Plan is comprised of costs of issuance, an underwriter's discount, capitalized interest costs through 5/1/2022, a debt service reserve fund equal to the maximum annual debt service and rounding.

Preliminary sources and uses of funding are presented in **Table 4** in the Appendix.

Please note that the structure of the Special Assessment Bonds is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as other reasons. The District maintains complete flexibility as to the structure of the Special Assessment Bonds.

5.0 Assessment Methodology

5.1 Overview

Special Assessment Bonds provide the District with funds to construct and/or acquire the MIP outlined in *Section 3.2*. These Improvements lead to special and general benefits, with special benefits accruing to the properties within the boundaries of the District and general benefits accruing to properties outside the District, which are only incidental in nature. The debt incurred in financing the Improvements will be paid off by assessing properties that derive special and peculiar benefits from the proposed Improvements. All developable properties that receive special benefits from the District's MIP will be assessed.

5.2 Assigning Debt

The current development plan for the District projects construction of infrastructure for approximately 1,054 single family units and 664 townhomes; however, the planned unit numbers and land use types may change.

The Improvements provided by the District are anticipated to

include roadway improvements, drainage and storm water management improvements, landscaping improvements and recreation improvements. All residential development within the District will benefit from all infrastructure improvement categories, as the Improvements provide basic infrastructure to all residential lands within the District and benefit all residential lands within the District as an integrated system of improvements. The benefit to units will be allocated on an equivalent residential unit ("ERU") basis, based on the relative front footage of each single-family residential unit. A 60'-69' lot is utilized as the basis of one ERU. The current development program provides for lots ranging from 30' to 80' plus. Each of these lots is assigned an ERU factor based on the benefit it receives relative to a 60-69' lot. For example, a 70'-79' lot would have an ERU of 1.25 reflecting 75 midpoint range / 60. The townhomes product is assigned an ERU factor of 0.62, which is equal to that of a 30' lot in the Rivers Edge Master allocation.

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

Prior to platting, the assessments will be levied on all lands within the District based on the approved site plan on an equal acreage basis within each parcel, because at that juncture, every acre will benefit equally from the Improvements. As lands are platted, the first platted lots will be assigned debt and related assessments based upon the front footage of each lot in accordance with **Table 5**.

The debt incurred by the District to fund the Improvements is allocated to the properties receiving special benefits on the basis of development intensity and density. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the land within the District, based on each of the ERU categories. For the purpose of determining the special benefit accruing to the lands within the District, the proposed Improvement costs have been allocated based on each lot's ERU factor.

5.3 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3, Special Benefits and General Benefits*, Improvements undertaken by the District create special and peculiar benefits to properties within the District, and accrue to all assessable properties on an ERU basis.

The special and peculiar benefits resulting from each Improvement undertaken by the District are:

- a. Master Drainage and Stormwater Improvements result in special and peculiar benefits such as the added use of the property, added enjoyment of the property, and likely increased marketability of the property.
- b. Master Roadway Improvements result in special and peculiar benefits such as the added use of the property, access to the property, decreased insurance premiums, added enjoyment of the property, and likely increased marketability of the property.
- c. Master Landscape Improvements result in special and peculiar benefits such as the added use of the property, and likely increased marketability and value of the property.
- d. Master Recreation Improvements result in special and peculiar benefits such as the added enjoyment of the property, and likely increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but cannot yet be calculated and assessed in terms of numerical value. However, the benefit from the Improvements financed by the bonds and paid for by the assessments equals or exceeds the amount of such assessments.

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

A reasonable estimate of the proportion of special and peculiar benefits received from the Improvements is delineated in **Table 5** (expressed as Allocation of Total Par Debt).

The determination has been made that the non-ad valorem special assessments are fairly and reasonably apportioned because the apportionment is based on the special and

peculiar benefits each development type receives from the acquisition and/or construction of the District's Improvements.

Accordingly, no property within the boundaries of the District will be liened for the payment of any non-ad valorem special assessment greater than the determined value of the special benefit peculiar to that property.

In accordance with the benefit allocation in **Table 5**, a Total Par Debt per Unit has been calculated for each single-family unit based upon the front foot of each lot. For townhomes an ERU basis was established based on the relative benefit afforded compared to a 30' lot in Rivers Edge. This amount represents the preliminary anticipated per-unit debt allocation, assuming (1) all anticipated units are built and sold in the planned development, and (2) the entire proposed MIP is developed or acquired and financed by the District.

Prior to platting, properties within the District projected to contain various development units may be sold from time to time. At the time of such sale, debt and assessments will be assigned to the parcel based on the maximum number and type of development units allocated by the Developer to that parcel, subject to review by the District's methodology consultant to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this Report. The owner of the parcel will be responsible for the total assessments assigned to the parcel at the time of the sale, regardless of the total number of development units ultimately platted.

5.5 True-Up Mechanism

To ensure that the District's debt will be equitably allocated to unsold acres, to ensure that the non-ad valorem special assessments will continue to be constitutionally lienable on the property, and to ensure that there will always be sufficient development potential remaining in the undivided property to ensure payment of debt service after a plat or site plan approval, the following test will be applied:

The debt per acre remaining on any unplatted developable land shall not increase above its maximum debt-per-acre level. Prior to platting, the maximum level of debt per acre is calculated as the total amount of debt for the District's MIP divided by the number of assessable and developable acres

in the District. In this case, it is \$41,375,000 divided by 984 acres, equaling \$42,048 per acre, assuming successful completion of the boundary amendment process. Once a site plan for a portion of the development is completed, the acreage for the remaining unplatted or unplanned land will be adjusted and the calculation of debt per acre will be adjusted accordingly. Thus, if the initial debt level is \$42,048 per acre, every time a plat or site plan approval is presented, the debt on the land remaining after the plat or site plan approval must remain at or below \$42,048 per acre. If it does not, then in order for the Developer to receive a plat or site plan approval from the County, the Developer must agree that the District will require a density reduction (or “true-up”) payment so that the \$42,048 per-acre debt level is not exceeded. The District can consider the abatement of a true-up where the remaining land is reasonably expected to be developed in a manner to support the remaining debt assessments. The District may rely on a certificate from the District Engineer to determine whether it will abate a true-up payment.

In summation, and as noted herein, the benefit from the MIP exceeds the special assessments levied on each parcel of property, and the special assessments are fairly and reasonably allocated across all benefited properties. In the event the MIP is not completed, additional benefitted lands are added to the District and/or assessment area(s), or otherwise where required by law, the District may be required to reallocate the special assessments, and the District expressly reserves the right to do so. However, any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

5.6 Additional Stipulations

Certain financing, development, and engineering data was provided by members of District staff and/or Mattamy Jacksonville LLC, the developer of the District.

The allocation methodology described herein was based on information provided by those professionals. Governmental Management Services, LLC, makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Report.

TABLE 1
Rivers Edge II CDD
Land Use

| Land Use : | Land Size (Gross Acres) | Percent of Total |
|--|------------------------------------|-----------------------------|
| Residential | 773.00 | 78.64% |
| Wetlands, Open Space, Preservation Area, ROW | 174.00 | 17.70% |
| Amenity Parks | 36.00 | 3.66% |
| | <u>984.00 *</u> | <u>100.00%</u> |

* Assumes Boundary Amendment is completed.

Information provided by Prosser, Inc in the Master Improvement Plan Report dated October 9, 2019.

TABLE 2
Rivers Edge CDD
Planned Development Program
and ERU Allocations

| <u>Development Type :</u> | <u>Number of Planned Units</u> | <u>ERU</u> | <u>Total ERU's</u> |
|---------------------------|------------------------------------|------------|------------------------|
| Residential Single Family | | | |
| 30' - 39' lot | 172 | 0.58 | 99.76 |
| 40' - 49' lot | 407 | 0.75 | 305.25 |
| 50' - 59' lot | 359 | 0.92 | 330.28 |
| 60' - 69' lot | 0 | 1.00 | 0.00 |
| 70' - 79' lot | 75 | 1.25 | 93.75 |
| 80' + lot | 41 | 1.42 | 58.22 |
| Townhouses | 664 | 0.62 | 411.68 |
| Total | <u>1,718</u> | | <u>1,298.94</u> |

Note: Based on relative front footage for the lot. Example: 70' lot is calculated by dividing 75' by 60' for 1.25 ERU. This provides for a relative ERU basis for the lots in the 70'-79' range. Townhomes are based on a 30' lot product in the Rivers Edge master methodology.

TABLE 3
Rivers Edge II CDD
Infrastructure Cost Estimates

| <u>Infrastructure Improvements :</u> | <u>Total Cost Estimates</u> |
|---|-----------------------------|
| Master Drainage and Stormwater Management | \$3,770,358 |
| Transportation | \$14,315,654 |
| Landscape | \$1,150,000 |
| Recreation | \$13,311,250 |
| Total | <u><u>\$32,547,262</u></u> |

Information provided by Prosser, Inc Capital Improvement Plan Report dated October 9, 2019.

TABLE 4
Rivers Edge II CDD
Financing Estimates

| | Preliminary Bond Sizing |
|---|------------------------------------|
| Construction / Acquisition Requirements | \$32,547,262 |
| Debt Service Reserve Fund (1) | \$2,846,823 |
| Capitalized Interest (2) | \$4,551,250 |
| Cost of Issuance (3) | \$600,000 |
| Underwriters Discount | \$827,500 |
| Rounding | \$2,165 |
| | |
| Total Par | <u><u>\$41,375,000</u></u> |

| | |
|--|---------------------|
| Principal Amortization Installments | 30 |
| Estimated Rate | 5.50% |
| Estimated Par Amount | \$41,375,000 |
| Estimated Maximum Annual Debt Service | \$5,693,646 |

- (1) The Series 2019A DSRF is based on maximum annual debt service.
- (2) Interest capitalized to 11/1/2021.
- (3) Does not include Underwriter's Discount of 2%.
- (4) Provided by MBS Capital Markets, LLC.

Prepared By
Governmental Management Services, LLC

TABLE 5
Rivers Edge II CDD
Determination of Construction Improvements
Benefit and Par Debt Allocations

| Development Type : | <u>Number of Planned Units</u> | <u>ERU's Benefit Per Unit</u> | <u>Total ERU's</u> | <u>Allocation of Construction Costs</u> | <u>Allocation of Total Par Debt</u> | <u>Benefit per Unit</u> | <u>Allocation of Maximum Net Annual Debt Service</u> | <u>Debt Service Assessments per Unit Net</u> |
|---------------------------|------------------------------------|---------------------------------------|------------------------|---|---|-----------------------------|--|--|
| Residential Single Family | | | | | | | | |
| 30' - 39' lot | 172 | 0.58 | 99.76 | \$2,499,665 | \$3,177,645 | \$18,475 | \$218,639 | \$1,271 |
| 40' - 49' lot | 407 | 0.75 | 305.25 | \$7,648,584 | \$9,723,096 | \$23,890 | \$669,001 | \$1,644 |
| 50' - 59' lot | 359 | 0.92 | 330.28 | \$8,275,755 | \$10,520,374 | \$29,305 | \$723,858 | \$2,016 |
| 60' - 69' lot | 0 | 1.00 | 0.00 | \$0 | \$0 | \$31,853 | \$0 | \$2,192 |
| 70' - 79' lot | 75 | 1.25 | 93.75 | \$2,349,074 | \$2,986,209 | \$39,816 | \$205,467 | \$2,740 |
| 80' + lot | 41 | 1.42 | 58.22 | \$1,458,806 | \$1,854,476 | \$45,231 | \$127,598 | \$3,112 |
| Townhouses | 600 | 0.62 | 411.68 | \$10,315,378 | \$13,113,200 | \$21,855 | \$902,259 | \$1,504 |
| Total | <u>1,654</u> | | <u>1,298.94</u> | <u>\$32,547,262</u> | <u>\$41,375,000</u> | | <u>\$2,846,823</u> | |

| | |
|---------------------------------|--------------|
| 1) Total Construction Costs: | \$32,547,262 |
| 2) Total Par Debt : | \$41,375,000 |
| 3) Maximum annual debt service: | \$2,846,823 |

Prepared By
Governmental Management Services, LLC

TABLE 6
Rivers Edge II CDD
Preliminary Assessment Roll

| <u>Property Owner</u> | <u>Folio #</u> | <u>Assigned Debt</u> | <u>Assigned Annual Assessment</u> |
|---------------------------|----------------|----------------------|-----------------------------------|
| Mattamy Jacksonville, LLC | 000700-0026 | \$41,375,000 | \$2,846,823 |

VICINITY MAP

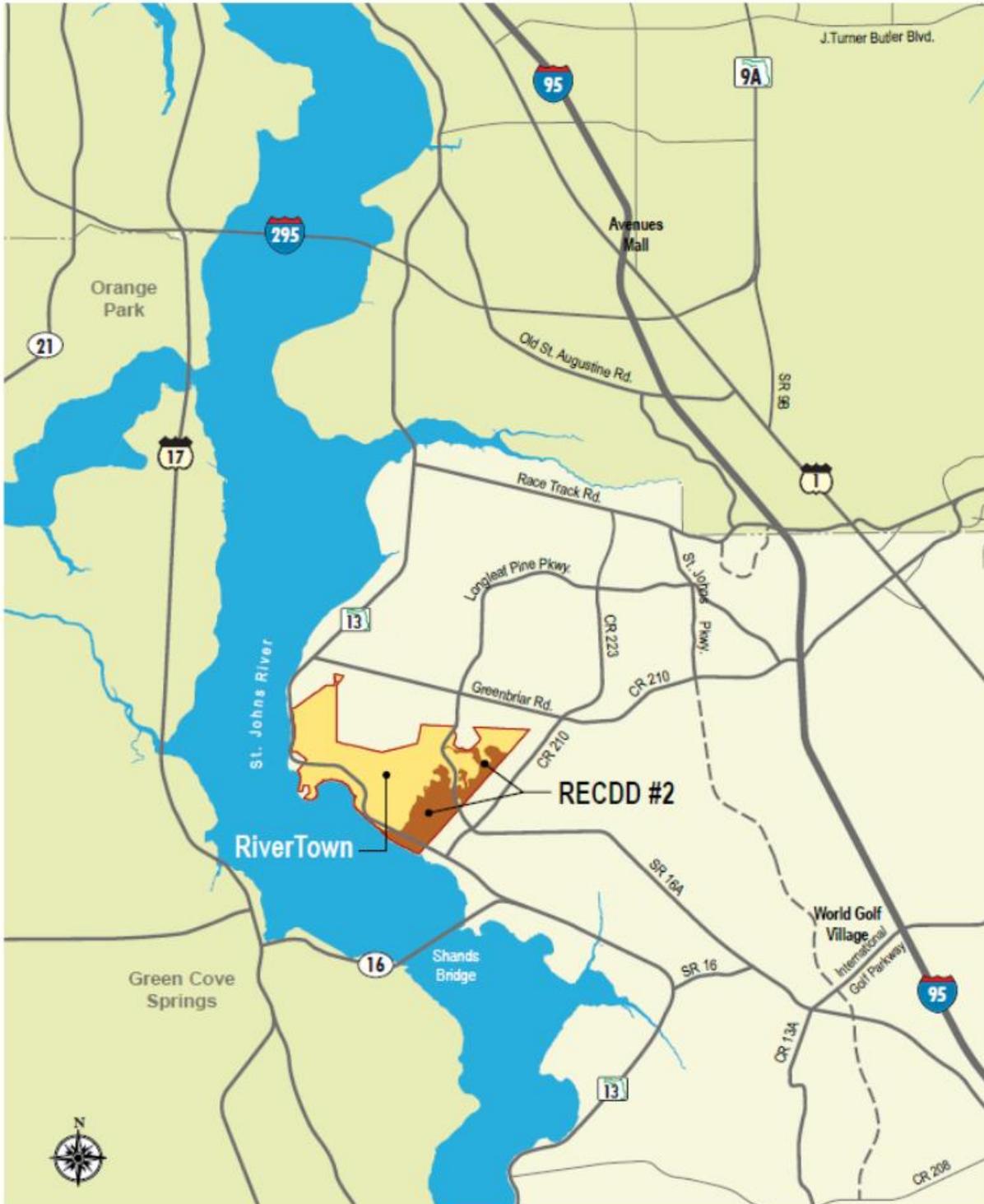


Exhibit 1

**METES AND BOUNDS DESCRIPTION OF
THE DISTRICT BOUNDARY, AS AMENDED**

A & J Land Surveyors, Inc.

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

CDD 2 North Parcel (Part One)
Legal Description
Revised May 19, 2016

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the intersection of the northerly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785), with the easterly monumented line of said Frances P. Fatio Grant, Section 39, Township 5 South, Range 27 East, and run thence, along the aforesaid said northerly Right of Way line of STATE ROAD No. 13, the following two (2) courses and distances:

Course No. 1: run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 22,968.28 feet, through a central angle of 00°20'02" to the left, an arc distance of 133.89 feet, to point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 63°17'25" West, 133.89 feet;

Course No. 2: run thence, North 63°27'26" West, along last said tangency, a distance of 3,097.61; thence departing from aforesaid northerly Right of Way line of STATE ROAD No. 13, run the following ten (10) courses and distances:

Course No. 1: run thence, North 52°12'30" East, a distance of 337.34 feet, to a point;
Course No. 2: run thence, North 43°00'14" East, a distance of 340.19 feet, to a point;
Course No. 3: run thence, North 27°38'47" East, a distance of 540.78 feet, to a point;
Course No. 4: run thence, North 59°45'43" East, a distance of 312.12 feet, to a point;
Course No. 5: run thence, North 12°39'39" East, a distance of 376.82 feet, to a point;
Course No. 6: run thence, North 03°30'59" West, a distance of 427.45 feet, to a point;
Course No. 7: run thence, North 23°57'56" East, a distance of 932.43 feet, to a point;
Course No. 8: run thence, North 48°02'01" East, a distance of 302.22 feet, to a point;
Course No. 9: run thence, North 27°34'13" East, a distance of 248.54 feet, to a point;
Course No. 10: run thence, North 07°09'39" East, a distance of 674.95 feet, to a point,
on the southerly line of "Parcel 11- Elementary School Site", as per the Sketch and Legal prepared by this Firm, dated April 28, 2016; run thence, along the southerly and easterly boundary of said "Parcel 11 - Elementary School Site", the following thirty-four (34) courses and distances:

Course No. 1: run thence, South 71°41'33" East, a distance of 775.63 feet, to a point;
Course No. 2: run thence, North 33°37'29" East, a distance of 62.40 feet, to a point;
Course No. 3: run thence, North 06°30'58" East, a distance of 40.31 feet, to a point;
Course No. 4: run thence, North 00°03'18" West, a distance of 68.98 feet, to a point;
Course No. 5: run thence, North 05°58'04" East, a distance of 38.17 feet, to a point;
Course No. 6: run thence, North 08°08'34" West, a distance of 93.10 feet, to a point;
Course No. 7: run thence, North 09°42'05" East, a distance of 76.71 feet, to a point;
Course No. 8: run thence, North 05°07'10" West, a distance of 43.27 feet, to a point;
Course No. 9: run thence, North 15°48'54" East, a distance of 37.19 feet, to a point;
Course No. 10: run thence, North 09°54'54" East, a distance of 82.20 feet, to a point;
Course No. 11: run thence, North 32°10'30" West, a distance of 50.58 feet, to a point;
Course No. 12: run thence, North 36°15'54" West, a distance of 72.68 feet, to a point
of curvature, of a curve, leading northeasterly;

Course No. 13: run thence, northeasterly, along and around the arc of a curve, being concave easterly, and having a radius of 25.00 feet, through a central angle of 39°51'27" to the right, an arc distance of 17.39 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 16°20'11" West, 17.04 feet;

Course No. 14: run thence, North 03°35'33" East, along last said tangency, a distance of 55.29 feet, to a point;

Course No. 15: run thence, North 27°46'35" West, a distance of 159.19 feet, to a point;

Course No. 16: run thence, North 23°56'36" West, a distance of 57.05 feet, to a point;
Course No. 17: run thence, North 15°33'10" West, a distance of 49.85 feet, to a point;
Course No. 18: run thence, South 78°39'24" East, a distance of 24.49 feet, to a point;
Course No. 19: run thence, North 11°59'52" East, a distance of 50.59 feet, to a point;
Course No. 20: run thence, South 90°00'00" East, a distance of 151.53 feet, to a point;

Course No. 21: run thence, South 05°24'52" West, a distance of 67.04 feet, to a point;
Course No. 22: run thence, North 68°26'00" East, a distance of 25.11 feet, to a point;
Course No. 23: run thence, South 03°06'04" East, a distance of 17.72 feet, to a point;
Course No. 24: run thence, South 36°29'04" East, a distance of 22.83 feet, to a point;
Course No. 25: run thence, South 50°43'11" East, a distance of 72.64 feet, to a point;
Course No. 26: run thence, North 72°12'33" East, a distance of 53.45 feet, to the point
of curvature, of a curve, leading southeasterly;

Course No. 27: run thence, southeasterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 25.00 feet, through a central angle of 77°36'13" to the right, an arc distance of 33.86 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 68°59'20" East, 31.33 feet;

Course No. 28: run thence, South 30°11'14" East, along last said tangency, a distance of 38.85 feet, to a point;

Course No. 29: run thence, South 88°25'01" East, a distance of 83.24 feet, to the point of a non tangential curve, leading easterly;

Course No. 30: run thence, easterly, along and around the arc of a curve, being concave southerly, and having a radius of 25.00 feet, through a central angle of 21°11'35" to the right, and arc distance of 9.25 feet, to the point of tangency of last said

curve, said arc being subtended by a chord bearing and distance of South 77°16'23" East, 9.20 feet;

Course No. 31: run thence, South 66°40'36" East, along last said tangency, a distance of 8.56 feet, to a point;

Course No. 32: run thence, South 40°08'11" East, a distance of 55.96 feet, to a point;

Course No. 33: run thence South 48°32'04" East, a distance of 42.75 feet, to a point;

Course No. 34: run thence. North 54°28'40" East, a distance of 62.15 feet, run thence, North 14°57'14" East, a distance of 30.79 feet, to a point, which lies 62.00 feet southerly of, the most northerly line of that 53 foot wide easement, dedicated to Peoples Gas System, and recorded in Official Records Book 3150, page 578 of the Public Records of St. Johns County, Florida, and also being the northerly line of that 53 foot wide easement dedicated to JEA, and recorded in Official Records Book 3131, page 483, of the Public Records of said St. Johns County, Florida; run thence, parallel with and concentric to, and 62 feet southerly of the northerly line of last said two (2) easements, the following two (2) courses and distances:

Course No. 1: run thence, northwesterly, along and around the arc of a curve, being concave southwesterly, and having a radius of 514.50 feet, through a central angle of 44°41'04" to the left, an arc distance of 401.25 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 53°35'59" West, 391.16 feet;

Course No. 2: run thence, North 75°56'31" West, along last said tangency, a distance of 213.21 feet, to a point; thence departing from aforesaid line, run the following twenty-three (23) courses and distances:

Course No. 1: run thence, North 14°03'30" East, a distance of 108.94 feet, to a point;

Course No. 2: run thence, South 74°33'07" East, a distance of 562.46 feet, to a point;

Course No. 3: run thence, North 23°01'26" East, a distance of 378.93 feet, to a point;

Course No. 4: run thence, North 05°59'33" West, a distance of 343.45 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 5: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 239.56 feet, through a central angle of 124°52'14" to the right, an arc distance of 522.09 feet, to the point of reverse curvature, of a curve continuing easterly, last said arc being subtended by a chord bearing and distance of North 85°05'05" East, 424.73 feet;

Course No. 6: run thence easterly, along and around the arc of a curve, being concave northerly, and having a radius of 376.68 feet, through a central angle of 107°24'34" to the left, an arc distance of 706.15 feet, to a point, last said arc being subtended by a chord bearing and distance of South 86°11'06" East, 607.19 feet;

Course No. 7: run thence, North 02°54'47" East, along a non-tangent line, a distance of 451.50 feet, to a point;

Course No. 8: run thence, North 47°44'50" West, a distance of 397.82 feet, to a point;

Course No. 9: run thence, South 79°35'12" West, a distance of 338.27 feet, to a point of curvature, of a non-tangent curve, leading northerly;

Course No. 10: run thence northerly, along and around the arc of a curve, being concave easterly, and having a radius of 295.05 feet, through a central angle of 158°05'24" to the right, an arc distance of 814.09 feet, to the point of tangency, of a non-tangent curve, last said arc being subtended by a chord bearing and distance of North 08°21'00" East, 579.34 feet;

Course No. 11: run thence, North 70°01'49" East, along last said non-tangent line, a distance of 358.05 feet, to a point;

Course No. 12: run thence, North 05°42'53" East, a distance of 192.02 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 13: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 197.27 feet, through a central angle of 178°06'21" to the right, an arc distance of 613.22 feet, to the point of tangency, of a non-tangent curve, last said arc being subtended by a chord bearing and distance of North 78°15'46" East, 394.49 feet;

Course No. 14: run thence, South 57°46'35" East, a distance of 587.65 feet, to a point;

Course No. 15: run thence, South 28°33'27" East, a distance of 495.97 feet, to a point;

Course No. 16: run thence, South 28°39'55" West, a distance of 310.12 feet, to a point;

Course No. 17: run thence, South 73°27'16" West, a distance of 147.61 feet, to a point;

Course No. 18: run thence, South 54°17'33" East, a distance of 536.88 feet, to a point;

Course No. 19: run thence, South 03°08'19" East, a distance of 279.38 feet, to a point;

Course No. 20: run thence, South 17°38'48" West, a distance of 605.51 feet, to a point;

Course No. 21: run thence, South 24°09'05" East, a distance of 216.50 feet, to the point of curvature, of a non-tangent curve, leading easterly;

Course No. 22: run thence easterly, along and around the arc of a curve, being concave southerly, and having a radius of 465.00 feet, through a central angle of 22°32'24" to the right, an arc distance of 182.93 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North 79°19'39" East, 181.75 feet;

Course No. 23: run thence, South 89°24'09" East, a distance of 141.88 feet, to a point on the westerly Right of Way line of LONGLEAF PARKWAY, as dedicated to St. Johns County, by instrument recorded in Official Records Book 3271, page 1329 of the Public Records of said St. Johns County, Florida; run thence, along the aforesaid westerly Right of Way line of LONGLEAF PARKWAY, run the following two (2) courses and distances:

Course No. 1: run thence southerly, along and around the arc of a curve, being concave easterly, and having a radius of 3,565.00 feet, through a central angle of 24°41'08" to the left, an arc distance of 1,535.96 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of South 11°14'46" East, 1,524.11 feet;

Course No. 2: run thence, South 23°35'20" East, along last said tangency, a distance of 841.09 feet, to a point on the monumented easterly line of said Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, St. Johns County, Florida; run thence along said easterly line of said Francis P. Fatio Grant, Section 39, (and also being the easterly boundary of the RiverTown PUD), run the following two (2) courses and distances:

Course No. 1: run thence, South 41°44'03" West, a distance of 2,817.62 feet, to a point;

Course No. 2: run thence, South 42°47'40" West, a distance of 2,201.40 feet, to a point on the aforesaid northerly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785), and the POINT OF BEGINNING.

The lands thus described contains 25,292,126 square feet, or 580.63 Acres, more or less, in area.

RiverTown

CDD 2 North Parcel (Part Two)

Legal Description

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a Point or Reference, Commence at the intersection of the monumented easterly line of said Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, St. Johns County, Florida, with the easterly Right of Way line of LONGLEAF PARKWAY, as dedicated to St. Johns County, Florida, by instrument recorded in Official Records Book 3271, page 1329 of the Public Records of said St. Johns County, Florida, and run thence, along the aforesaid easterly Right of Way line of LONGLEAF PARKWAY, the following two (2) courses and distances:

Course No. 1: run thence, North 23°35'20" West, a distance of 773.66 feet, to the point of curvature, of a curve leading northerly;

Course No. 2: run thence, northerly, along and around the arc of a curve, being concave easterly, and having a radius of 3,435.00 feet, through a central angle of 03°47'30" to the right, an arc distance of 227.311 feet, to the POINT OF BEGINNING, last said arc being subtended by a chord bearing and distance of North 21°41'35" West, 227.27 feet;

From the POINT OF BEGINNING, thus described, continue northerly, along the easterly Right of Way line of LONGLEAF PARKWAY, and continuing northerly, along and around the last said curve, having a radius of 3,435.00 feet, through a central angle of 25°31'47" to the right, an arc distance of 1,530.54 feet, to a point, last said arc being subtended by a chord bearing and distance of North 07°09'27" West, 1,517.94 feet; run thence, the following fifty-seven (57) courses and distances:

Course No. 1: run thence, South 86°51'22" East, a distance of 165.43 feet, to a point;

Course No. 2: run thence, North 87°27'25" East, a distance of 197.94 feet, to a point;

Course No. 3: run thence, North 45°01'16" East, a distance of 74.55 feet, to a point;

Course No. 4: run thence, North 59°03'17" East, a distance of 128.09 feet, to a point;

Course No. 5: run thence, South 68°51'10" East, a distance of 146.06 feet, to a point;

Course No. 6: run thence, South 25°57'32" East, a distance of 180.71 feet, to a point;

Course No. 7: run thence, South 15°57'23" West, a distance of 191.82 feet, to a point;

Course No. 8: run thence, North 86°22'14" East, a distance of 442.64 feet, to a point;

Course No. 9: run thence, North 13°49'49" West, a distance of 781.90 feet, to a point;

Course No. 10: run thence, North 26°34'55" West, a distance of 186.59 feet, to a point;

Course No. 11: run thence, South 88°47'09" West, a distance of 122.09 feet, to a point;

Course No. 12: run thence, South 02°39'03" East, a distance of 168.85 feet, to a point;

Course No. 13: run thence, South 79°47'07" West, a distance of 272.38 feet, to a point;

Course No. 14: run thence, North 03°20'11" West, a distance of 453.06 feet, to a point;

Course No. 15: run thence, North 70°43'23" East, a distance of 279.33 feet, to a point;

Course No. 16: run thence, North 16°19'31" East, a distance of 187.60 feet, to a point;

Course No. 17: run thence, North 24°19'13" West, a distance of 149.38 feet, to a point;

Course No. 18: run thence, South 68°51'10" West, a distance of 292.13 feet, to a point;

Course No. 19: run thence, North 13°38'12" West, a distance of 149.11 feet, to a point;

Course No. 20: run thence, North 18°53'56" East, a distance of 352.75 feet, to a point;

Course No. 21: run thence, North 53°24'47" East, a distance of 191.55 feet, to a point;

Course No. 22: run thence, South 60°33'16" East, a distance of 777.13 feet, to a point;

Course No. 23: run thence, South 07°26'12" West, a distance of 305.56 feet, to a point;

Course No. 24: run thence, South 23°58'41" West, a distance of 302.77 feet, to a point;

Course No. 25: run thence, South 12°32'16" East, a distance of 202.43 feet, to a point;

Course No. 26: run thence, South 05°17'38" East, a distance of 238.14 feet, to a point;

Course No. 27: run thence, South 34°38'38" East, a distance of 224.18 feet, to a point;

Course No. 28: run thence, South 19°14'38" West, a distance of 200.00 feet, to a point;

Course No. 29: run thence, South 40°23'07" East, a distance of 230.60 feet, to a point;

Course No. 30: run thence, North 21°48'57" East, a distance of 189.20 feet, to a point;

Course No. 31: run thence, North 16°20'18" West, a distance of 453.02 feet, to a point;

Course No. 32: run thence, North 13°50'18" East, a distance of 293.96 feet, to a point;

Course No. 33: run thence, North 86°03'49" East, a distance of 302.70 feet, to a point;

Course No. 34: run thence, South 84°52'58" East, a distance of 380.67 feet, to a point;

Course No. 35: run thence, North 32°43'06" East, a distance of 602.21 feet, to a point;

Course No. 36: run thence, North 11°37'37" East, a distance of 479.70 feet, to a point;

Course No. 37: run thence, North 02°28'12" West, a distance of 509.85 feet, to a point;

Course No. 38: run thence, North 57°27'54" West, a distance of 225.81 feet, to a point;

Course No. 39: run thence, North 41°14'43" West, a distance of 198.93 feet, to a point;

Course No. 40: run thence, North 29°31'46" West, a distance of 167.20 feet, to a point;

Course No. 41: run thence, North 47°51'57" West, a distance of 426.59 feet, to a point;

Course No. 42: run thence, North 37°53'43" East, a distance of 187.83 feet, to a point;

Course No. 43: run thence, North 24°23'32" East, a distance of 192.89 feet, to a point;

Course No. 44: run thence, North 66°49'00" West, a distance of 104.59 feet, to a point;

Course No. 45: run thence, North 42°22'42" West, a distance of 252.67 feet, to a point;

Course No. 46: run thence, South 83°55'19" West, a distance of 634.42 feet, to a point;

Course No. 47: run thence, North 86°16'49" West, a distance of 772.74 feet, to a point;

Course No. 48: run thence, South 05°28'53" West, a distance of 140.09 feet, to a point;

Course No. 49: run thence, North 81°41'28" West, a distance of 199.18 feet, to a point;

Course No. 50: run thence, North 56°24'07" West, a distance of 208.85 feet, to a point;

Course No. 51: run thence, North 12°57'19" West, a distance of 269.86 feet, to a point;

Course No. 52: run thence, North 54°27'25" West, a distance of 251.38 feet, to a point;

Course No. 53: run thence, North 69°27'53" West, a distance of 427.89 feet, to a point;

Course No. 54: run thence, South 57°34'36" West, a distance of 146.07 feet, to a point;

Course No. 55: run thence, South 46°11'24" West, a distance of 132.45 feet, to a point;

Course No. 56: run thence, South 73°06'24" West, a distance of 101.89 feet, to a point;

Course No. 57: run thence, North 81°15'37" West, a distance of 178.41 feet, to a point on the aforesaid easterly Right of Way line of LONGLEAF PARKWAY, as dedicated to St. Johns County, by instrument recorded in Official Records Book 3271, page 1329 of the Public Records of said St. Johns County, Florida, said point also being on the arc of a curve leading northeasterly; run thence northeasterly, along and around the arc of a curve, having a radius of 1,135.00 feet, through a central angle of 07°12'44" to the right, an arc distance of 142.87 feet, to a point, last said arc being subtended by a chord bearing and distance of North 10°22'28" East, 142.78 feet; thence departing from aforesaid easterly Right of Way line of LONGLEAF PARKWAY, run the following thirty-three (33) courses and distances:

Course No. 1: run thence, South 82°10'28" East, a distance of 161.71 feet, to a point;

Course No. 2: run thence, North 34°51'36" East, a distance of 94.78 feet, to a point;

Course No. 3: run thence, North 66°49'00" East, a distance of 306.09 feet, to a point;

Course No. 4: run thence, South 62°26'40" East, a distance of 885.62 feet, to a point;

Course No. 5: run thence, South 84°14'30" East, a distance of 293.57 feet, to a point;

Course No. 6: run thence, North 38°21'30" East, a distance of 198.18 feet, to a point;

Course No. 7: run thence, South 78°55'42" East, a distance of 374.19 feet, to a point;

Course No. 8: run thence, South 70°08'51" East, a distance of 334.88 feet, to a point;

Course No. 9: run thence, South 82°37'22" East, a distance of 405.56 feet, to a point;

Course No. 10: run thence, North 56°48'12" East, a distance of 760.14 feet, to a point;

Course No. 11: run thence, South 46°49'47" East, a distance of 365.43 feet, to a point;

Course No. 12: run thence, South 08°21'43" East, a distance of 450.94 feet, to a point;

Course No. 13: run thence, South 19°21'42" East, a distance of 754.67 feet, to a point;

Course No. 14: run thence, South 35°33'27" East, a distance of 280.59 feet, to a point;

Course No. 15: run thence, South 77°40'11" East, a distance of 178.16 feet, to a point;

Course No. 16: run thence, North 24°47'28" West, a distance of 155.66 feet, to a point;

Course No. 17: run thence, North 33°07'50" East, a distance of 149.27 feet, to a point;

Course No. 18: run thence, North 82°41'58" East, a distance of 213.86 feet, to a point;

Course No. 19: run thence, South 38°23'17" East, a distance of 332.83 feet, to a point;

Course No. 20: run thence, North 83°17'12" East, a distance of 176.85 feet, to a point;

Course No. 21: run thence, North 03°17'30" East, a distance of 303.94 feet, to a point;

Course No. 22: run thence, North 27°42'41" West, a distance of 184.93 feet, to a point;

Course No. 23: run thence, North 53°31'56" West, a distance of 505.15 feet, to a point;

Course No. 24: run thence, North 29°20'18" West, a distance of 455.13 feet, to a point;

Course No. 25: run thence, North 12°00'41" East, a distance of 246.00 feet, to a point;

Course No. 26: run thence, North 56°00'07" East, a distance of 672.90 feet, to a point;

Course No. 27: run thence, South 74°42'42" East, a distance of 840.14 feet, to a point;

Course No. 28: run thence, South 37°10'19" East, a distance of 587.70 feet, to a point;

Course No. 29: run thence, South 71°09'39" East, a distance of 145.31 feet, to a point;

Course No. 30: run thence, North 86°27'14" East, a distance of 133.42 feet, to a point;

Course No. 31: run thence, South 75°15'23" East, a distance of 108.54 feet, to a point;

Course No. 32: run thence, South 82°55'52" East, a distance of 166.38 feet, to a point;

Course No. 33: run thence, South 58°52'20" East, a distance of 282.11 feet, to a point on the monumented easterly line of said Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, St. Johns County, Florida; run thence along said easterly line of said Francis P. Fatio Grant, Section 39, (and also being the easterly line of the RiverTown PUD, the following two (2) courses and distances:

Course No. 1: run thence, South 41°27'16" West, a distance of 6,979.61 feet, to a point;

Course No. 2: run thence, South 41°39'57" West, a distance of 494.76 feet, to a point, on the Northerly line of those lands described in that Special Warranty Deed from Mattamy Jacksonville LLC to Southeastern RV & Boat Storage, LLC recorded in Official Records Book 4487, page 1408 of the Public Records of St. Johns County, Florida ;run thence, the following twenty-three (23) courses and distances:

Course No. 1: run thence, North 39°09'30" West, a distance of 74.59 feet, to a point;

Course No. 2: run thence, North 44°44'00" West, a distance of 59.77 feet, to a point;

Course No. 3: run thence, North 37°58'04" West, a distance of 65.25 feet, to a point;

Course No. 4: run thence, North 24°01'21" West, a distance of 73.83 feet, to a point;

Course No. 5: run thence, North 05°57'31" West, a distance of 53.11 feet, to a point;

Course No. 6: run thence, North 00°00'50" West, a distance of 73.82 feet, to a point;

Course No. 7: run thence, North 66°24'40" East, a distance of 38.56 feet, to the Point of Curvature, of a curve, leading Northeasterly;

Course NO. 8: run thence, Northeasterly, along and around the arc of a curve, being concave Northwesterly, and having a radius of 295.00 feet, through a central angle of 08°50'51" to the left, an arc distance of 45.55 feet, to a point, last said arc being subtended by a chord bearing and distance of North 61°59'14" East, 45.51 feet;

Course No. 9: run thence, North 78°19'49" East, along a non-tangential line, a distance of 33.26 feet, to a point;

Course No. 10: run thence, North 15°38'52" East, a distance of 23.73 feet, to a point on the arc of a curve, leading Northeasterly;

Course No. 11: run thence, Northeasterly, along and around the arc of a curve, being concave Northwesterly, and having a radius of 295.00 feet, through a central angle of 05°22'29" to the left, an arc distance of 27.67 feet, to a point, last said arc being subtended by a chord bearing and distance of North 45°21'44" East, 27.66 feet;

Course No. 12: run thence, North 08°08'57" West, along a non tangential line, a distance of 22.13 feet, to a point;

Course No. 13: run thence, North 00°34'18" West, a distance of 95.55 feet, to a point;

Course No. 14: run thence, North 15°57'07" East, a distance of 25.13 feet, to a point;

Course NO. 15: run thence, North 05°01'56" West, a distance of 85.92 feet, to a point;

Course No. 16: run thence, North 10°13'04" West, a distance of 26.97 feet, to a point;

Course No. 11: run thence, North 28°19'21" East, a distance of 35.36 feet, to a point;

Course No. 12: run thence, North 14°52'38" West, a distance of 35.74 feet, to a point;

Course No. 13: run thence, North 27°52'01" East, a distance of 12.90 feet, to a point;

Course No. 14: run thence, North 35°51'04" West, a distance of 37.60 feet, to a point;

Course No. 15: run thence, North 00°54'34" East, a distance of 28.91 feet, to a point;

Course No. 16: run thence, North 22°49'23" East, a distance of 17.06 feet, to a point;

Course No. 17: run thence, North 12°29'42" East, a distance of 36.05 feet, to a point;

Course No. 18: run thence, North 64°24'24" West, a distance of 56.45 feet, to a point;

Course No. 19: run thence, North 23°35'20" West, a distance of 95.90 feet, to a point;

Course No. 20: run thence, South 66°25'13" West, a distance of 370.99 feet, to a point;

Course No. 21: run thence, South 17°44'18" West, a distance of 28.26 feet, to a point;

Course No. 22: run thence, South 45°24'34" West, a distance of 8.46 feet, to a point;

Course No. 23: run thence, South 70°12'10" West, a distance of 30.00 feet, to a point on the aforesaid easterly Right of Way line of LONGLEAF PARKWAY, and the POINT OF BEGINNING.

The lands thus described contains 13,006,144 square feet, or 298.07 Acres, more or less, in area.

A & J Land Surveyors, Inc.

5847 Luella Street

Jacksonville, Florida 32207

Telephone (904) 346-1733 Fax (904) 346-1736

Jon Bowan, PLS Jeff Ward, PLS

RiverTown
CDD 2 South Parcel
Legal Description

A Parcel of land, being a portion of the Francis P. Fatio Grant, Section 39, Township 5 South, Range 27 East, together with a portion of the Francis P. Fatio Grant, Section 42, Township 6 South, Range 27 East, St. Johns County, Florida, said parcel of land being more particularly described as follows:

For a POINT OF BEGINNING, BEGIN at the intersection of the southerly Right of Way line of STATE ROAD No. 13, (a 100 foot Public Road Right of Way, as per State of Florida, State Road Department Right of Way Map, Project 785), with the easterly monumented line of said Frances P. Fatio Grant, Section 42, Township 6 South, Range 27 East, and run thence, along the aforesaid said southerly Right of Way line of STATE ROAD No. 13, the following two (2) courses and distances:

Course No. 1: run thence, along and around the arc of a curve, being concave southwesterly, and having a radius of 22,868.28 feet, through a central angle of $00^{\circ}15'41''$ to the left, an arc distance of 104.28 feet, to the point of tangency of last said curve, said arc being subtended by a chord bearing and distance of North $63^{\circ}19'36''$ West, 104.28 feet;

Course No. 2: run thence, North $63^{\circ}27'26''$ West, along last said tangency, a distance of 4,098.56 feet, to a point; thence departing from aforesaid Right of Way line, run the following four (4) Courses and distances:

Course No. 1: run thence, South $27^{\circ}52'36''$ West, a distance of 197.84 feet, to a point;
Course No. 2: run thence, South $71^{\circ}24'28''$ West, a distance of 152.25 feet, to a point;
Course No. 3: run thence, South $79^{\circ}12'13''$ West, a distance of 294.12 feet, to a point;
Course No. 4: run thence, South $73^{\circ}15'09''$ West, a distance of 101.88 feet, more or less, to the "Mean High Water" Line of the St. Johns River; run thence, Southeasterly, along and around the meanderings of the aforesaid "Mean High Water" line of the St. Johns River, a distance of 4,615 feet, more or less, to a point on the aforesaid Easterly monumented line of said Frances P. Fatio Grant, Section 43, Township 6 South, Range 27 East, which bears South $41^{\circ}35'54''$ West, a distance of 1,053 feet, more or less, from the POINT OF BEGINNING; run thence North $41^{\circ}35'54''$ East, along said Easterly monumented line of the Francis P. Fatio Grant, Section 42, a distance of 1,053 feet, more or less, to a point on the aforesaid southerly Right of Way line of STATE ROAD NO. 13, and the POINT OF BEGINNING.

The lands thus described contains 4,581,735 square feet, or 105.18 Acres, more or less, in area.

Exhibit C
Assessable Parcels

SIXTH ORDER OF BUSINESS

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 ____ day of October 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.

**RIVERS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Print Name

By: _____
Chairman, Board of Supervisors

Witness

Print Name

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me this ___ day of October, 2019, by _____, 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**

Witness

Print Name

By: _____
Chairman, Board of Supervisors

Witness

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of October 2019, by _____, 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: _____

MATTAMY JACKSONVILLE, LLC

Witness

Print Name

By: _____
Its: _____

Witness

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of October, 2019,
by _____, 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: _____

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

Exhibit A: Offsite Improvements

Exhibit B: Amenity Facilities

Exhibit C: Additional Improvements

Composite Exhibit D: Methodology for Calculation of Shared Costs

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

Cost Sharing Operations and Maintenance Services Landscaping and Amenities Report

October 8, 2019

Prepared by

Governmental Management Services, LLC

(a) In process of formation with St Johns County

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1.0 Introduction

1.1 The Districts

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

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

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

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

1.2 Executive Summary

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

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

2.0 The Operations and Maintenance Expenditures of the Parties

2.1 Landscaping/Irrigation/Stormwater

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

2.2 Amenities

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

3.0 Cost sharing Allocation

3.1 Structure

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

3.2 Landscaping/Irrigation/Stormwater Allocation to the Parties

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

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

3.3 Amenity Allocation to the Parties

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

EXHIBIT A

RiverTown
Development Program

| Original Master Plan RiverTown (a) | | | Rivers Edge CDD | | | Rivers Edge II CDD | | | Rivers Edge III CDD | | | Total Rivers Edge | |
|--|---------------------|--------------|-----------------|----------------------|-----------------------------|---------------------|-----------------|---------------------|---------------------|---------------------|-----------------|---------------------|-----------------|
| Development Products | Total Planned Units | ERU per Unit | Total ERU's | No. of Units Platted | Planned Units to be Platted | Total Planned Units | Total ERUs | Total Planned Units | Total ERUs | Total Planned Units | Total ERUs | Total Planned Units | Total ERUs |
| Single Family Residential: Front Footage | | | | | | | | | | | | | |
| 30 | 56 | 0.62 | 34.72 | 23 | 0 | 23 | 14.26 | 172 | 106.64 | 0 | 0 | 195 | 120.9 |
| 40 | 154 | 0.74 | 113.96 | 57 | 154 | 211 | 156.14 | 0 | 0.00 | 987 | 730.38 | 1,198 | 886.52 |
| 45 | 0 | 0.74 | 0 | | 338 | 338 | 250.12 | 407 | 301.18 | 0 | 0 | 745 | 551.3 |
| 50 | 521 | 0.87 | 453.27 | 184 | 39 | 223 | 194.01 | 0 | 0.00 | 556 | 483.72 | 779 | 677.73 |
| 55 | 0 | 0.87 | 0 | 0 | 256 | 256 | 222.72 | 359 | 312.33 | 0 | 0 | 615 | 535.05 |
| 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 | 209 | 1.66 | 346.94 | 0 | 0 | 0 | 0.00 | 0 | 0.00 | 0 | 0 | 0 | 0 |
| Apartments | 215 | 0.95 | 204.25 | 0 | 0 | 0 | 0.00 | 0 | 0.00 | 0 | 0 | 0 | 0 |
| Condos | 96 | 0.6 | 57.6 | 0 | 0 | 0 | 0.00 | 0 | 0.00 | 0 | 0 | 0 | 0 |
| Townhomes | 369 | 0.62 | 228.78 | 0 | 0 | 0 | 0.00 | 664 | 411.68 | 0 | 0 | 664 | 411.68 |
| Villas | 0 | 0.85 | 0 | 0 | 0 | 0 | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Residential: | 4,500 | | 4,875 | 469 | 1,064 | 1,533 | 1,385.99 | 1,718 | 1,276.36 | 1,788 | 1,477.17 | 5,039 | 4,139.52 |
| Office | 100,000 | .18/1,000 | 18 | | | | | | | | | | |
| Retail | 300,000 | .25/1,000 | 75 | | | | | | | | | | |
| Commercial | 100,000 | .10/1,000 | 10 | | | | | | | | | | |
| Churches | 2 | 2/Church | 4 | | | | | | | | | | |
| Total | | | 4,982 | | | | | | | | | | |

(a) Historical Reference

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

EXHIBIT B

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

COSTS REDUCED BY 20% FROM CURRENT ESTIMATES

| | | FY 2020 Proposed <u>Budget</u> |
|------------------------|-----------------|--------------------------------------|
| 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 | | | | |
|---|-------------------|----------------|---------------------------------------|----------------------------------|
| | <u>Total ERUs</u> | <u>% ERUs</u> | <u>Cost Share RE, RE2 & 3</u> | <u>Amounts Due to/(From)</u> |
| Rivers Edge CDD | 1,385.99 | 33.48% | \$1,152,846 | \$572,864 |
| 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 |
| | <u>\$439,850</u> | |
| Net Amenity Costs River Club | | |
| | <u>\$1,218,152</u> | |
| Total Amenity Costs RE 1 & 2 | <u>\$1,218,152</u> | |
| Rivers Edge III - Estimated Amenity Costs | \$300,000 | |
| | | |
| Total Amenity Costs REI,II & III | <u>\$1,518,152</u> | |

| | 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> |

SEVENTH ORDER OF BUSINESS



Landscape Maintenance Proposal

Property Name: RiverTown - Keystone Corners Phase 1

Company Name: Rivers Edge CDD 2

| <u>Services</u> | <u>Frequency</u> | <u>Amount</u> |
|---|---------------------------|---------------------------|
| Full Service Maintenance | 38 | \$16,052.64 |
| Detail- Shrubs and Beds | 12 | \$4,656.60 |
| Irrigation Management | 12 | \$3,239.52 |
| Chemical/Fertilization Program - St. Augustine Turf | 6 | \$6,143.82 |
| Shrub, Tree, and Palm Fertilization Program | 2 | \$1,199.98 |
| Sabal Palm Pruning | 1 | \$253.33 |
| Brown Cypress Mulch | 1 | \$446.66 |
| Pine Straw Installation | 1 | \$9,217.56 |
| | | |
| | MONTHLY INVESTMENT | <u>\$3,434.17</u> |
| | | |
| | ANNUAL INVESTMENT | <u>\$41,210.11</u> |

Contract Period **October 1, 2019** to **September 30, 2020**

EIGHTH ORDER OF BUSINESS

**RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT
POLICIES GOVERNING THE
RIVERCLUB FACILITIES**

Adopted: _____, 2019

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**~~THESE POLICIES ARE IN DRAFT FORM AND ARE SUBJECT TO CHANGE AT
ANY TIME AT THE SOLE AND ABSOLUTE DISCRETION OF THE DISTRICT.
CHANGES WILL BE POSTED ON THE DISTRICT WEBSITE AT
WWW.RIVEREDGE.COM.~~**

USER FEE STRUCTURE

- (1) The annual user fee to access the River Club (defined herein) for persons not owning property within the District is \$4000.00 (“**Annual User Fee**”)
- (2) A maximum of two Facility Access Cards will be issued to each Patron family. There is a \$25.00 charge to replace lost or stolen cards.
- (3) Guests are limited to four (4) per household per day. A complimentary card that allows twelve (12) guest visits will be issued to each household annually. One additional card per household allowing twelve (12) guest visits may be purchased annually for \$50.
- (4) All Guests must be accompanied by a Patron (as defined below) at all times.

DEFINITIONS

“**River Club**”, “**Amenities**” or “**Amenity Facility**” is defined as the amenity building (offices, Café, Game Room and restrooms, Pool Area (as defined below), playground, amphitheater, board walk, bathrooms, kayak launch and storage barn, parking lots, open space and other appurtenances or related improvements.

“**River Club Staff**” shall mean the persons responsible for daily operation of the River Club, including management, guest service hosts, , maintenance personnel or any District employee.

“**Access Card**” – shall mean the identification card issued to Patrons.

“**Amenity Manager**” shall mean the individual responsible for oversight of the River Club and River Club Staff.

“**Board**” shall be defined as the Rivers Edge Community Development District Board of Supervisors.

“**District**” shall be defined as the Rivers Edge Community Development District.

“**District Manager**” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“**Family**” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the

home.

“District Operations Manager” shall mean a representative of the District’s management company who serves as a point of contact between the District and River Club Staff.

“District Property” shall mean all property owned by the District including, but not limited to, the River Club, common areas, parking lots and ponds.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for a specific visit by a Patron to use the Amenities.

“Non-Resident” – shall mean any person who does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters- as well as Patrons of the Rivers Edge Community Development District.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

“Policies” shall mean these Policies Regarding the District Amenity Facilities.

”Pool” shall include the swimming pool, deck, gazebos, shade structures and other property or improvements within the fenced area surrounding the pool.

GENERAL PROVISIONS FOR AMENITIES USAGE

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary and will notify the Patrons of any changes by posting the same on the District’s website, www.riversedgecdd.com. By signing that you have received and read these policies, you are additionally certifying you will read, understand, and comply with all policies, including but not limited to any later made revisions.

Only Patrons and Guests have the right to use the Amenities, provided however that community programming events (described later) may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements.

Residents. A Resident, by paying ~~his-the~~ annual assessment applicable to Residents, ~~are-is~~ provided the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of this assessment entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30. Residents of Rivers Edge Community Development District shall have the same privileges as District Residents.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

- (1) A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident. A Renter will be required to provide proof of residency (minimum 12-month lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives an Access Card.
- (2) During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
- (3) Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
- (4) Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

Guests. Each Patron Family is issued 12 Guest passes annually for no charge. Privileges included with a guest pass include the use of the Amenities in accordance with these policies. There is no charge for children 3-years-old and under brought as Guests, and they do not count against guest passes. Once the passes are used, one additional 12 Guest pass may be purchased, pursuant to these policies. Except as otherwise provided for herein, each Patron Family may bring a maximum of four Guests to the Amenities at any one visit, provided however that Guests must be accompanied by a Patron who is at least eighteen years of age when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron's particular Family – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests per visit on behalf of the entire household. Guests shall be subject to all Rules as the Board may adopt from time to time. To better manage use of the facilities, the District Operations

Manager in his or her discretion may require Patrons and Guests to “sign-in” prior to accessing the Amenities and/or to wear District-issued bracelets or other identification at the Amenities in order to better identify authorized users of the Amenities.

Registration / Disclaimer. In order to use the Amenities, each Patron and all members of a Patron’s Family shall register with the District at the RiverHouse Offices by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron’s Guests executes a Consent and Waiver Agreement prior to using the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

Access Cards. All Patrons will be issued an Access Card at the community office, located at the RiverClub facility. Access Cards will give Patrons entry to the District’s Amenities during the regular operating hours of the Amenities. You can make an appointment to obtain your Access Card by contacting the General Manager of Amenities.

Each Patron will receive an Access Card upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron’s Family who is sixteen years of age or older. Minors with babysitters, au pairs, nannies, grandparents, etc. may receive an Access Card with limited access, again with a legal guardian’s consent.

Patrons can use their Access Cards to gain access to the Amenities. This Access Card system protects you and the Amenities from non-Patron entry. Unless otherwise stated herein, under no circumstance should a Patron provide their Access Card to a non-Patron to allow a non-Patron to use the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District’s Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees apply to replace any lost or stolen cards.

- (1) Patrons must present their access cards upon entering the River Club.
- (2) Unless provided elsewhere, children thirteen (13) years of age and younger must be accompanied by an adult eighteen (18) years of age or older.
- (3) The River Club’s hours of operation will be established and published by the District, which hours of operation may fluctuate based on the season, time of year and other circumstances. Check the District’s website at <https://riversedge2cdd.com/www.riversedgecdd.com> for information.
- (4) Dogs or other pets (with the exception of service animals) are not permitted in the River Club.
- (5) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns,

or in any way which blocks the normal flow of traffic. Vehicles may not be left in the parking lot overnight without approval from the District's Operation Manager.

- (6) Fireworks of any kind are not permitted anywhere in the River Club or adjacent areas.
- (7) No Patron or Guest is allowed in the service areas of the Amenities.
- (8) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will make its best attempts at notifying the Patrons of any changes. However, it is incumbent upon Patrons to seek clarification for Policies applicable to the Amenity Facility.
- (9) The Board of Supervisors and River Club Staff has full authority to enforce all Policies.
- (10) Facility Access Cards will be issued to Patrons at the time their membership commences. All Patrons must have on their person Facility Access Card for entrance to the River Club. All lost or stolen swipe cards should be reported immediately to the Amenity Manager. There will be a \$25.00 replacement card fee.
- (11) Smoking of any kind, including vapor and e-cigarettes is not permitted on River Club grounds.
- (12) Disregard for any River Club rules or policies will result in expulsion from the facility and/or loss of River Club privileges in accordance with the termination policy.
- (13) Glass and other breakable items are not permitted at the River Club.
- (14) Patrons and their guests shall treat River Club Staff with courtesy and respect.
- (15) Skateboarding is not permitted at the River Club, including all parking lots, and sidewalks encompassing the River Club.
- (16) All bicycles must be placed at a bike rack.
- (17) No open flames are permitted in any indoor space with the exception of Sterno-type heaters used to warm food during private events.
- (18) No items may be brought to the River Club that, in the discretion of River Club Staff, could cause injury, death or damage to property.
- (19) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities.
- (20) **Drugs and Alcohol.** Anyone that appears to be under the influence of drugs or inebriated past the legal limits will be asked to leave the Amenities.
- (21) **Profanity.** Loud, profane or abusive language is prohibited.
- (22) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- (23) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.
- (24) **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and Guests are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
- (25) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (26) **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
- (27) **Political Campaigns.** No persons may campaign on behalf of political candidates,

whether partisan or nonpartisan, or political issues at the District's Amenities, except in predetermined areas designated for such activities, as more specifically provided for herein. The District's intent is to ensure patrons are able to use the Amenities without interruption by activities normally associated with political campaigns and to ensure safety and order within the facilities. The following guidelines apply:

- (a) Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
- (b) No political campaign signs, flyers or related documents are to be posted in or on District owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
- (c) No political campaign signs, flyers or related documents are to be disseminated while in the District's Amenities.
- (d) To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.
- (e) ~~NO~~ No person shall make and no person shall solicit or knowingly accept any political contribution in a building owned by a governmental entity. For purposes of this subsection, "accept" means to receive a contribution by personal hand delivery from a contributor or the contributor's agent. This subsection shall not apply when a government-owned building or any portion thereof is rented for the specific purpose of holding a campaign fund raiser.

- (28) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
- (29) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (30) **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the General Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks.
- (31) **Community Programming by District Representatives Only.** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved and certified employee of the General Manager or District.
- (32) **Emergencies.** In the event of an injury, property damage or other emergency, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).

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CAREGIVERS POLICY

The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- (1) The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.
- (2) The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Family who is otherwise authorized to use the Amenities.
- (3) The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the Patron's family member requiring care.
- (4) The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.
- (5) The caregiver will use an Access Card with limited access in order to access the Amenities and must execute a Consent and Waiver Agreement.
- (6) The caregiver's use of the Amenities will expire after one year, but may be renewed annually by request of the Patron.

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GENERAL SWIMMING POOL POLICIES

- (1) Minors under the age of 14 must be accompanied by, and supervised by, an adult 18 years of age or older at all times for usage of the pool. All children 5 years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by an adult (18 years of age or older) within arm's length at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one on one by an adult who is in the water and within arm's length of the child.
- (2) No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (3) Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an "offensive volume" is at the sole discretion of River Club Staff. Electrical equipment is not allowed around the pool facility.
- (4) Showers are required before entering the Pool Area.
- (5) Glass and other breakable items are not permitted in the Pool Area.
- (6) Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool.
- (7) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the River Club or scheduled events.
- (9) Pets (other than "Seeing Eye Dogs"), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the Pool Area or inside the pool gates at any time.

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- (10) Any person swimming when the Swimming Pool is closed may, at the sole discretion of the Board, be suspended from using the facility. Swimming pool hours will be posted. The Swimming Pool will be closed on **Tuesdays** for common maintenance.
- (11) Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are permitted. Management reserves the right to define what is appropriate and ask the Patron to leave the premises if not compliant.
- (12) Food and drink are not allowed within six (6) feet of the Swimming Pool. Patrons will be permitted to bring their own snacks and nonalcoholic beverages to the pool. No coolers are permitted except for small snack coolers. Food and beverages are only allowed in designated areas. Possession of alcohol other than alcohol purchased through the Café will result in immediate expulsion.
- (13) No chewing gum is permitted in the Pool Area.
- (14) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
- (15) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- (16) No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool is liable for any costs incurred in treating and reopening the Swimming Pool.
- (17) Radio controlled water craft are not allowed in the Swimming Pool.
- (18) Swimming Pool entrances must be kept clear at all times.
- (19) No swinging on ladders, fences, or railings is allowed.
- (20) Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.
- (21) Loud, profane, or abusive language is prohibited.
- (22) **Swim at Your Own Risk.** All persons using the pool do so at their own risk, and must abide by all swimming pool rules and policies. THERE ARE NO LIFEGUARDS ON DUTY.
- (23) Pool Closure. In addition to St. Johns County and the State of Florida Health Code Standards, and as noted herein, the pool will be closed for the following reasons:
 - a) Operational and mechanical difficulties affecting pool water quality.
 - b) During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - c) For 30 minutes following the last occurrence of thunder or lightning (deck also closed).
 - d) For a period of time following any mishap that results in feces or vomit in the pool water.
 - e) Any other reason deemed to be in the best interests of the District as determined by District staff.

THUNDERSTORM POLICY

During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. When lightning is in the area, the District shall follow the "Thirty-Minute Rule":

The Pool and Pool Deck will be cleared and closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until 30 (thirty) minutes has elapsed from the last sighting of lightning or sound of thunder. River Club Staff has full authority to close and reopen the pool.

POOL CONTAMINATION POLICY

- (1) If contamination occurs, the pool will immediately be closed.
- (2) Children under three years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper
- (3) In accordance with the CDC and Florida Department of Health, if a child has experienced three or more loose bowel movements within a twenty-four hour period they should not return to the pool for the subsequent twenty-four hours.
- (4) No one shall pollute the pool; the Patron responsible for anyone who does pollute the pool can be held liable for any costs incurred in treating and reopening the pool.

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AMPHITHEATER

- (1) Patrons and Guests may use the amphitheater grass area at their own risk and must comply with all posted signage.
- (2) Unless otherwise posted, amphitheater hours are consistent with River Club hours of operation unless a special event is scheduled.
- (3) No pets of any kind are permitted with the exception of service animals.
- (4) No glass containers are permitted.
- (5) No hard balls such as baseballs, golf balls, etc. are permitted.

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FIRE PIT

- (1) Use of the fire pits is permitted only during designated River Club hours
- (2) Children 17 years and younger must be supervised by an adult 18 years or older when the fire pit is in use.
- (3) Only Amenity Staff has the authority to start and extinguish the fire pit.
- (4) Patrons and Guests must clean the area of trash when finished. Use of the fire pits is permitted only during designated River Club hours.

PLAYGROUND

Please note that the Playgrounds are unattended facilities and persons using the facilities do so at their own risk.

- (1) For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to River Club Staff.
- (2) For the protection of equipment designed for the use by small children, patrons eleven (11) years of age or older are not permitted to play on the equipment.
- (3) No roughhousing on the playground.
- (4) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the Playgrounds.
- (5) The use of profanity or disruptive behavior is prohibited.

BOARDWALK

- (1) No standing on boardwalk rails or fencing.
- (2) Do not feed the wildlife.
- (3) No diving or jumping off the boardwalk.
- (4) No swimming.
- (5) No fishing.

GAME ROOM

- (1) Sitting on tables or standing on chairs/couches is prohibited.
- (2) Only drinks with secured lids are permitted. No other food or beverages are allowed.
- (3) Gambling, profane language, horseplay and fighting are prohibited and could result in the suspension of Amenity privileges.
- (4) All open shuffle board, ping pong and billiard table are available on a first come, first served basis.
- (5) Play is limited to 30 minutes when there is a wait.

KAYAK LAUNCH

- (1) The Kayak Launch shall be used for the sole purpose of launching non-motorized watercraft.
- (2) No diving or swimming.
- (3) No roughhousing or horseplay.
- (4) Unattended watercraft are private property and are not to be disturbed.
- (5) Do not feed the wildlife.
- (6) No ~~f~~ishing.

NON-MOTORIZED WATERCRAFT STORAGE AND RENTALS

Kayaks, Canoes and Paddle Boards

STORAGE

The District offers non-motorized watercraft storage and rentals. Storage capabilities are made available to Patrons only. Both Patrons and Guests may rent non-motorized watercraft.

- 1) A storage shed is available for Patrons to use for non-motorized watercraft including: kayaks, canoes and paddle boards.
- 2) Patrons are required to pay an annual storage fee.
- 3) All patrons must sign a storage waiver and liability agreement with the District.
- 4) The District is not responsible for lost, stolen or damaged vessels.
- 5) Patrons will have access to the storage shed during River Club operating hours.
- 6) All vessels must be removed from the storage shed and returned to the storage shed by the Patron at their own risk.
- 7) All vessels are due back into the shed 30 minutes prior to sunset.
- 8) The District is not liable for any equipment/personal items left behind in the storage shed.

RENTALS

- 1) Non-motorized watercraft vessels including kayaks and paddle boards will be made available to Patrons and Guests for a fee of \$5 for a two-hour period per vessel.
- 2) Patrons and Guests renting non-motorized watercraft must wear life guard approved life jackets for the duration of the rental.
- 3) Children under the age of 18 years old operating a non-motorized watercraft vessel must be accompanied by an adult.
- 4) Renters must be able to enter and exit the non-motorized watercraft from the launch.
- 5) Patrons and Guests are responsible for lost or damaged equipment.
- 6) Amenity staff has the right to refuse service based on safety concerns.
- 7) Amenity staff will close all rentals for inclement weather or conditions deemed unsafe.
- 8) All rentals are due in 30 minutes prior to close.
- 9) Rental rates and hours are subject to change without notice.
- 10) Operating any non-motorized equipment under the influence of alcohol or drugs is strictly prohibited.
- 11) Disposing of any item considered to be litter in the St. Johns River is considered illegal.

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FACILITY RENTAL POLICIES

Patrons may reserve portions of the River Club for a "Private Event," defined as any event not open to the general public. (Events which are open to the general public are not subject to these Facility Rental Rates.) Reservations may not be made more than three (3) months prior to the event. Please note that the River Club River Club is unavailable for Private Events on the following holidays:

| | |
|-------------------------|----------------|
| Easter Sunday | Memorial Day |
| 4 th of July | Labor Day |
| Thanksgiving | Christmas Eve |
| Christmas Day | New Year's Eve |
| New Year's Day | |

Available Facilities: The following areas of the River Club are available for Private Event rental for up to four (4) total hours (including set-up and post-event clean-up):

(1) **Café:**

- a) \$75
- b) Not to exceed 30 attendees
- c) Rentals are available Mondays, Wednesdays and Thursdays during non-primetime hours. Rentals are not available on holidays.
- d) Use of the pool is limited to the guest policy of 4 guests per household, otherwise use of the pool is prohibited.

(2) **Amphitheater:**

- a) \$100
- b) Not to exceed 100 attendees
- c) Events that include 50 or more attendees will require staff to be present for an additional fee.
- d) Rentals are subject to availability and may not be reserved during community or holiday events.
- e) Use of the pool is limited to the guest policy of 4 guests per household, otherwise use of the pool is prohibited.

Reservations and Fees: Patrons interested in reserving an area must submit to the Amenity Manager a completed Facility Use Application. At the time of approval and where applicable, two (2) checks or money orders (no cash) made out to the *Rivers Edge II CDD* should be ~~be~~ submitted

to the Amenity Manager in order to reserve the area. One (1) check should be in the amount of the area rental fee and the other check should be in the amount of Five Hundred Dollars (\$500) as a deposit. The Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. The full deposit will be returned upon acceptable completion of all the terms identified and agreed upon in the rental agreement.

~~A~~One or more

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private party attendants may be required based on the area of the rental, the nature of the event, and the expected number of patrons to attend. The primary responsibility of the ~~staff member~~attendant is to protect the facility and ensure all District guidelines are followed. The fee for the attendant shall be \$20/hour per attendant, payable by the Patron ~~is to pay an additional fee (set forth by the vendor) to the Amenity Manager~~ at the time of reserving the area. The time for the attendant ~~and is to shall~~ include the time for setup and clean up.

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Alcohol:

(1) Patrons intending to serve alcohol or permit alcohol on a "bring your own beverage" ("BYOB") basis at a rented facility must so indicate on the Facility Use Application and provide proof of all required insurance. Any Patron who does not indicate at the time the application is submitted shall not be permitted to have alcohol at the event.

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(2) Event Liability insurance coverage in the following amounts will be required for all events that are approved to serve or permit BYOB alcoholic beverages, which events MUST BE PRE-APPROVED IN WRITING BY THE DISTRICT:

- o Property Damage in the amount of Two Hundred Fifty Thousand Dollars (\$250,000).
- o Personal Injury in the amount of One Million Dollars (\$1,000,000).
- o Alcohol rider.
- o The District and its Supervisors, officers, directors, consultants and staff are to be named on these policies as additional insured parties.

(3) The Patron renting any portion of the Amenity Facility shall be solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and shall assume all liability for damages resulting from or arising in connection with the consumption or service of alcohol on the District's property.

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(4) Notwithstanding anything to the contrary herein, the District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately and further reserves the right to call law enforcement to enforce the same.

(5) Patrons serving or permitting BYOB alcohol at an event shall agree to indemnify and hold harmless the District and its Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death, or property damage of any nature, arising out of, or in connection with, the service or consumption of alcohol. Patrons agree that such indemnification shall

not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other law.

(6) Alcohol may not be offered for sale nor may there be a door or other admission charge to an event where alcoholic beverages are going to be consumed. Charging a door or other admission charge for an event that includes alcoholic beverages, even if said alcoholic beverages offered for free as part of the event, is prohibited.

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(7) BEING IN THE POSSESSION OF ALCOHOL WITHOUT APPROVAL WILL RESULT IN THE IMMEDIATE REMOVAL OF THE PATRON(S) AND (WHEN APPLICABLE) TERMINATION OF THE EVENT AND FORFEITURE OF THE DEPOSIT.

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Deposit: Deposit checks will be returned only to the Patron who completed the Facility Use Application or to a party designated in writing on the Facility Use Application, and only upon satisfactory completion of the Clean-up Checklist, which shall be available from the Amenity Manager. Photo identification shall be required for the return of deposit checks.

If additional cleaning is required, the Patron reserving the area will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the Patron. The Amenity Facility Manager shall determine the amount of deposit to return, if any.

General Policies:

- (1) After the event is concluded, the guest limitations as set forth in the Guest Policies shall apply. The Patron renting any portion of the River Club shall be responsible for any and all damage and expenses arising from the event.
- (2) The Patron making the reservation must be present during the duration of the event.
- (3) The Patron and all Guests are required to adhere to all River Club rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron's deposit
- (4) All parties are to be set up and cleaned up within the four-hour time period.
- (5) Patrons are responsible for ensuring that their guests adhere to these Policies.
- (6) The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
- (7) No glass, breakable items or alcohol are permitted in or around the pool deck area.
- (8) Event Liability coverage may be required on a case by case basis at the sole discretion of the Board of Supervisors.

(9) The District reserves the right to establish alternate Rental Policies to apply to approved Resident Clubs.

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~~(8)~~

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ALCOHOL POLICY

The River Club is licensed for the sale of alcohol through the Café. Other than as permitted by the Facility Rental Policies herein, Patrons and Guests are not permitted to

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bring alcohol onto District property or the Amenities at any time. The following policy applies to the consumption of alcoholic beverages at the Amenities:

- (1) Patrons and Guests must be at least 21 years of age to be served alcohol.
- ~~(2)~~ All Patrons and Guests must present valid picture identification at the request of ~~(2)~~ staff.
- (3) Alcohol served on the premises must be consumed on the premises.
- (4) The District reserves the right to refuse to serve alcohol to anyone.
- ~~(5)~~ The District reserves the right to ask intoxicated persons to leave the Amenities ~~(5)~~ or District property.
- ~~(6)~~ Subject to the Other than as permitted by the rental policy, only alcoholic beverages served by the Café or ~~(6)~~ District staff are allowed at the Amenities or District property.
- ~~(7)~~ Alcohol policies may be changed at any time at the discretion of the District.

~~(7)~~

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each guest as a condition of invitation to the premises of the River Club assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss of damage to any private property used or stored on the premises of the River Club. Use is at the Patrons own risk.

No person shall remove from the room in which it is placed or from the River Club's premises any property or furniture belonging to the District or its contractors without proper authorization. River Club Patrons shall be liable for any property damage and/or personal injury at the River Club, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests, invitees or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest, invitee or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District or its contractors or Patrons, either on or off the River Club's premises, shall do so at his or her own risk, and shall defend and hold the River Club, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of the District its respective Supervisors, employees, representatives, contractors, operators or agents. Any Patron shall have, owe, and perform the same obligation to the River Club or District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest, invitee or family member of such Patron.

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Should any party bound by these District Policies bring suit against the District or its affiliates, River Club operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or its contractors or its Patrons or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, its contractors or its Patrons and fail to obtain judgment therein against the District or its River Club operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit*(including court costs and attorney's fees through all appellate proceedings).

SUSPENSION AND TERMINATION OF PRIVILEGES

~~(1)~~

(1) Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

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(2) General Rule. All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.

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(3) Suspension of Rights. The District, through its Board, District Manager, and General Manager, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:

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~~Privileges at the River Club can be subject to suspension or termination by the Board of Supervisors if a Patron:~~

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a) Submits false information on the application for ~~a pass-an Access Card.~~

b) Permits unauthorized use of ~~a pass-an Access Card.~~

c) Exhibits unsatisfactory behavior, department or appearance.

~~e)d) Fails to pay amounts owed to the District in a proper and timely manner;~~

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~~e)e) Fails to abide by the Rules and Policies established for the use of River Club.~~

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~~f) Treats the District’s supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, personnel or employees of the facilities in an unreasonable or abusive manner.~~

~~e)g) Damages or destroys District property;~~

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~~h) Engages in conduct that is improper or likely to endanger the welfare, or safety or reputation of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests; othe River Club or its management.~~

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~~f)i) Commits or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe endangers District residents, staff and/or Guests.~~

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(4) Authority of District Manager and General Manager. The District Manager, General Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District’s best interests to do so. The District Manager, General Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person’s privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

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~~(2)~~

(5) Process for Termination or Suspension of Amenity Privileges.

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~~The District shall follow the following process for suspending or terminating the River Club privileges of a Patron or a Patron’s family member or guest:~~

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a) Offenses:

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- a) i. First Offense: Verbal warning by River Club Staff and Suspension from the River Club for the remainder of the day on which the violation occurs. Violation is recorded by River Club Staff, signed by Patron, and held on file at the River Club office.
- b) ii. Second Offense: Automatic suspension of all River Club privileges for one (1) week from the commencement of the suspension, with the preparation by River Club Staff of a written report to be signed by the Patron and filed in the River Club office
- c) iii. Third Offense: Suspension of all River Club privileges to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the Patron's privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one year, depending on the nature of the violation.

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b) ~~(3)~~ Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for the Patron or Patron's family member or guest shall be reduced by one (1). For example, if a Patron commits a first offense on February 1 and a second offense on August 1, the Patron will have two (2) offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph 3 shall not at any time serve to reduce any suspensions or terminations pursuant to Paragraph 2.c, above or Paragraph 4, below, which may have been imposed prior to the expiration of any offenses.

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~~(4)~~ Notwithstanding the foregoing, any time a Patron, or Patron's family member or guest, is arrested for an act committed, or allegedly committed, while on the premises of the River Club, or violates these Policies in a manner that, in the discretion of the River Club Staff upon consultation with one (1) Board member, justifies suspension beyond the guidelines set forth above, such Patron shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the Patron's privileges, which suspension or termination may include members of the Patron's household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be considered and warranted.

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c) ~~(5)~~ Any suspension or termination of River Club privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

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(6) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

(7) **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

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FACILITY USE APPLICATION: RIVERCLUB

Facility: River Club Café \$75 (Monday, Wednesday, Thursday ONLY) River Club Amphitheater \$100

Name of Applicant: _____

Street Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____ Intended Use: _____

Estimated Attendance: _____ Date of Event: _____ Time (4-hour max): _____ *(Includes set-up and clean-up time).*

Is alcohol to be served/consumed? No Yes (served) Yes (BYOB)

I agree to indemnify and hold harmless the Rivers Edge Community Development District and the Rivers Edge II Community Development District (together, the “Districts”) and each of their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the Amenity Facilities or surrounding areas and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol. Nothing herein shall constitute or be construed as a waiver of the Districts’ sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other law.

As stated in the Rivers Edge II CDD Polices Governing the RiverClub Facilities, **“Disregard for any RiverClub rules or policies will result in expulsion from the facility and/or loss of RiverClub privileges in accordance with the termination policy.”**

I have read, understand, and agree to abide by all policies and rules of each District governing the Amenity Facilities. Failure to adhere to the applicable policies and rules may result in the suspension or termination of any privileges to use the Facilities. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Rivers Edge Community Development District and its agents, supervisors, officers, directors, employees, and staff as additional insured. Only RiverTown Patrons (as that term is defined in the District’s Policies) may reserve a rental area at RiverTown, and payment for the reserved rental area must be made by the Patron who is making the reservation. That Patron must be present at the event for which the rental is made.

Signature of Applicant _____ Date _____

I have read and understand the following. Please initial by each line.

____The four (4) hour maximum time limit includes set-up and clean-up time. Please schedule accordingly. Exceeding 4 hours could result in the forfeiture of all or a portion of your deposit.

____The four (4) hour maximum time limit applies to all guests in attendance. Once the party is complete, all guests are expected to exit. Standard guest policy applies (rule of 4 per day) outside scheduled reservation.

____There is a 48-hour cancellation policy. If the amenity center staff is not notified within 48 hours of the scheduled event the full rental fee will be charged. If cancelled prior to 48 hours, the deposit will be returned to the party or shredded.

____A deposit of \$500 is required for all rentals, and must be paid via a separate check. The deposit check may be picked up only after the post-party checklist is completed, otherwise it will be shredded within 72 hours.

____Additional fees may be assessed if the clean-up is incomplete or if the event is not kept within the identified times.

____Maximum capacity for the RiverClub Café is 30 and the RiverClub Amphitheater is 100.

____Pool use does not come with a RiverClub Café or RiverClub Amphitheater rental.

____A private party attendant is required during the full length of all private events at the RiverClub. The primary responsibility of the staff member is to protect the facility and ensure all District guidelines are followed. An additional attendant may be required for events with over 50 guests, or for events at which alcohol is to be consumed, in the District’s discretion. The Patron is to pay the additional fee at the time of reserving the area and is to include the time for setup and clean up. The staffing fee is \$20 per hour, per attendant.

____Prior approval may be granted as an exception to the “No-Alcohol” policy. In order to receive an exception, the Patron must indicate that alcohol is to be served or consumed at the event on this form, complete the “Alcohol Requirements” section of this form, and provide proof of all required insurance.

____No admission fees whatsoever shall be collected for an event at the District’s Amenity Facilities unless it is first approved by the District.

____ Patron hereby agrees and recognizes that all documents and information of any kind submitted to the District may be public records and subject to public records requests under Chapter 119, *Florida Statutes*.

ALCOHOL REQUIREMENTS (Complete if alcohol is to be served or consumed)

I have read and understood the following (initial by each):

____ I understand that I am solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and I agree to assume all liability for damages resulting from or arising in connection with the consumption or provision of alcohol on the District's property and thereafter. The District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately and the District also reserves the right to call law enforcement to enforce the same.

____ I will provide event liability insurance coverage to include:

1. _____ Property Damage in the amount of **Two Hundred Fifty Thousand Dollars (\$250,000)**;
2. _____ Personal Injury in the amount of **One Million Dollars (\$1,000,000)**;
3. _____ Alcohol Rider;
4. _____ Rivers Edge II CDD is to be named on the policy as an additional insured party as follows:
Rivers Edge II CDD and its Supervisors, officers, directors, consultants and staff
475 West Town Place, Suite 114
St. Augustine, Florida 32092

| <u>District Use Only</u> | | | |
|---|---|-----------------------------|--------------------|
| Receivables (Check when Complete) | | | |
| | <i>Amount</i> | <i>Check No.</i> | <i>Receipt No.</i> |
| <input type="checkbox"/> Rental Fee <i>(Payable to Rivers Edge II CDD)</i> | \$ _____ | _____ | _____ |
| <input type="checkbox"/> Deposit Amount <i>(Payable to Rivers Edge II CDD)</i> | \$500 | _____ | _____ |
| <input type="checkbox"/> Private Party Room Attendant Fee <i>(\$20/hour, Payable to Vesta Property Services)</i> | \$ _____ | _____ | _____ |
| <input type="checkbox"/> Event Liability Insurance <i>(if applicable)</i> | \$1,000,000 Personal Injury \$250,000 Property Damage Alcohol rider | (certificate required) | |
| Approvals | | | |
| Admission or other fee approved by CDD: | <input type="checkbox"/> YES: \$ _____ | <input type="checkbox"/> NO | |
| Alcohol permitted: | <input type="checkbox"/> YES (served) <input type="checkbox"/> YES (BYOB) <input type="checkbox"/> NO | | |
| District Approval: _____ | | Date: _____ | |
| <i>(Sign when all receivables are complete)</i> | | | |

NINTH ORDER OF BUSINESS

RESOLUTION 2020-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors (the “Board”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

WHEREAS, the Board finds it is in the District’s best interests to set a public hearing to adopt the user rates, fees and charges set forth in Exhibit A.

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

SECTION 1. A Public Hearing will be held to adopt rates, fees and charges of the District on December 18, 2019, at 10:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of October, 2019.

ATTEST:

**RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Rivers Edge II CDD – Rates

| Item | Current Rate | Proposed Rate |
|---|---|--------------------------------------|
| Café Rental | \$75 | \$75 |
| Amphitheater Rental | \$100 | \$100 |
| Rental Deposit | \$500 | \$500 |
| Event Staffing Fee | Unspecified (currently \$20/hour charged) | \$20-\$40/hour, per attendant |
| Annual user fee for persons not owning property within the District | \$4000 | \$4000 |
| Facility Access Card Replacement Fee | \$25 | \$25 |
| Additional Guest Passes | Unspecified | \$50/12 uses |

ELEVENTH ORDER OF BUSINESS

D.

RIVERTOWN

RECDD II General Manager Report

Date of report: 10/16/19

Submitted by: Jason Davidson

RiverClub update / Board action required:

Nothing to report currently.

Usage:

| October | November | December | January | February | March | April '19 | May | June | July | August | September | |
|---------|----------|----------|---------|----------|-------|-----------|------|------|------|--------|-------------|-------|
| 1563 | 1054 | 1516 | 1014 | 973 | 1994 | 2213 | 4081 | 4075 | 4030 | 3367 | | |
| | | | | | | | | | | | FY 18 Total | 25880 |

EVENTS UPDATE:

Magical School Year Celebration

375 residents participated. Residents enjoyed a free ice cream sundae bar “while supplies lasted” and then stayed for a magic show! Both adults and kids alike participated in the magic show.





Chill Out Sunday

110 residents participated. The steel drum band The Conch Fritters played poolside to create that island vibe. Residents felt like they were on vacation!



Adult Pool Party

48 residents attended. Flamingo themed adult pool party. Event cost \$334 to run and a profit of \$146 was made for the CDD. Unfortunately, the weather didn't cooperate for lounging in the pool, however the DJ ran adult themed games and there was dancing!



Waterslide Races

32 residents participated. Kids were organized into three different age categories. All kids went down the slide three times. We took their best time. Top three finishers in each age category were able to choose from our prize bucket. Kids had great fun and parents were happy it kept them entertained for awhile on a hot afternoon!



Dive-In Movie

150 residents participated. The Secret Life of Pets 2 was shown poolside at the RiverClub. Residents were happy because it was a brand-new release!



North of FL 40 Concert

107 residents participated. Residents paid \$10 cover charge. All residents 21+ received a free 12 oz. draft beer with purchase. The RiverClub was closed starting at 6:30pm to those who did not attend. Food trucks were relocated to the RiverHouse to accommodate (those that did participate). After the band's expense the CDD made \$470. Residents loved the music and got a kick out the band name—translation they are all over 40!





Jaguars vs Chiefs

10 residents participated. Package included round trip transportation to and from the stadium as well as unlimited food/drink and tickets to the game.

Adult Trivia

71 residents participated. Event was held at the RiverCafé. Residents paid \$10 per person. After the DJ and prizes were paid out the CDD earned \$235. Our residents love trivia! They came to play! Our next one will be in November!



Women's Self Defense Workshop

14 residents participated. Women and teens learned self defense moves to help them stay protected.

Resident Testimonial:

Hey Marcy

Just want to send you a quick note to thank you for organizing the class today. It was informative and fun. We learned so much and had lots of laughter as well. Bill is easy to understand is good with middle aged women and teenagers!

I was just wondering if we can bring him in to do a weekly Tae Kwon Do class on Saturday? He said he can do a mixed class for kids and adults. Not sure if you think this will appeal to the residents here?

Thanks
Veron



Garden Presentation

12 residents participated. Mrs. Green Thumb from Ace Hardware came on site to discuss how to plant fall/winter crops. Residents commented on how thorough she was with her instructions.



Luau

250 residents participated. Residents enjoyed a performance by Prince Pele's Polynesian Revue. This was rescheduled from Labor Day weekend due to Hurricane Dorian. Residents enjoyed authentic island dances as well as limbo and hula hoop contests!

Resident Testimonial:

Thank you Marcy, it was a fun event!!

-Christina Sullivan





Tailgate Party

150 residents participated. Residents enjoyed inflatable games, live music and a cornhole tournament. The cornhole tournament had 16 prizes the CDD took commented on how and loved the live



teams participate. After in \$198. Residents fun the tournament was music!



Soccer Shots

Soccer Shots began September 16th for a 10-week program. The CDD will receive 15% of registration revenue. A copy of the contract is attached.

October Events: Food Truck Friday, Garage Sale, Hip Hop Workshop, Kids Acting Workshop, Under the Bus Concert, Kids Painting Class, Fall Festival and Adult Only Halloween Party.

November Events: Food Truck Friday, Hip Hop Workshop, Christmas Wreath Workshop, Teen Glow Party, Jacksonville Symphony Woodwinds Quartet, Frozen Movie Night, Adult Trivia and Holiday Hoe Down.

ACTION ITEMS: working with G&G on obtaining a quote to add concrete to two main traffic areas at the RiverClub where trucks are running through grass areas consistently tearing up the grass.

RIVERTOWN

Field Operation Manager's Report

Date of report: 10/16/2019

Submitted by: Zach Davidson

RiverHouse:

- Women's bathroom sinks with low water flow, cleaned aerator and solenoids, sinks are back up and running.
- Leaking auto fill for the family pool has been rebuilt and in working condition.
- Loose toilet in women's room has been reattached and caulked for a better seal.
- Two pool lights in lap pool that had detached from wall have been reset back in with new brackets.
- Broken fan under pavilion on pool has been replaced.
- Four basketball nets have been replaced.

RiverClub:

- Loose handrail on handicap rail has been reset, concreted back in and is in working condition.
- Missing pin on kayak launch has been repaired and in working condition.
- Broken Sloan sink sensor head was ordered and replace, sink is in working condition.
- Broken lock on pool pump room door has been replaced

Common areas:

- Cracked concrete pad near ADA pad has been repaired in Homestead.
- Springer ride at playground has been reattached and is in working condition.

Landscape Report:

Completed:

1. All Bermuda, Zoysia and St. Augustine has been treated with insect control, weed control and pre- emerge.
2. All beds have been treated with 14-14-14 fertilizer with pre emerge.
3. OBT roundabout beds have been upgraded with new plant material.
4. Over 30 stumps have been grinded at the RiverFront Park.

In Progress:

1. Mowing services starting 10/1/19 will begin our Bi-weekly mowing for St. Augustine, Zoysia and Bermuda turf species.
2. Jasmine beds at the Gardens will be replaced with new sod and plant material 10/15/19.
3. All annual beds are scheduled to be replaced on 10/16/19.

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

zdauidson@vestapropertyservices.com



TWELFTH ORDER OF BUSINESS

A.

Rivers Edge II

Community Development District

Unaudited Financial Reporting
August 31, 2019



Rivers Edge II
Community Development District
Combined Balance Sheet
August 31, 2019

| | General |
|--|------------------|
| <u>Assets:</u> | |
| Cash | \$18,419 |
| Due From Developer | \$381,699 |
| Due from Other | \$25 |
| Due from Vesta- Café | --- |
| Assessment Receivable | --- |
| Prepaid Expenses | \$2,800 |
| Total Assets | \$402,943 |
| <u>Liabilities:</u> | |
| Accounts Payable | \$100,677 |
| Accrued Expenses | --- |
| Due to Vesta- Café | \$13,337 |
| Due to Debt Service | --- |
| Due to Rivers Edge CDD | \$213,095 |
| <u>Fund Balances:</u> | |
| Nonspendable | --- |
| Restricted for Debt Service | --- |
| Unassigned | \$75,834 |
| Total Liabilities and Fund Equity | \$402,943 |

Rivers Edge II
Community Development District
Statement of Revenues & Expenditures
For The Period Ending August 31, 2019

| Description | AMENDED BUDGET | PRORATED BUDGET THRU 08/31/19 | ACTUAL THRU 08/31/19 | VARIANCE |
|-------------------------|-------------------|-------------------------------------|-------------------------|------------------|
| Revenues: | | | | |
| Developer Contrubutions | \$712,570 | \$712,570 | \$999,726 | \$287,156 |
| Café Revenues | \$145,830 | \$112,210 | \$112,210 | \$0 |
| Miscellaneous Income | \$0 | \$0 | \$4,701 | \$4,701 |
| Total Revenues | \$858,400 | \$824,780 | \$1,116,637 | \$291,857 |

Expenditures

Administrative

| | | | | |
|--------------------------------|------------------|-----------------|------------------|-------------------|
| Engineering | \$15,000 | \$13,750 | \$13,401 | \$349 |
| Arbitrage | \$600 | \$550 | \$0 | \$550 |
| Dissemination Agent | \$3,500 | \$3,208 | \$0 | \$3,208 |
| Attorney | \$20,000 | \$18,333 | \$41,707 | (\$23,374) |
| Annual Audit | \$5,000 | \$5,000 | \$3,000 | \$2,000 |
| Trustee Fees | \$4,000 | \$3,667 | \$0 | \$3,667 |
| Management Fees | \$30,000 | \$27,500 | \$35,250 | (\$7,750) |
| Construction Accounting | \$3,500 | \$3,208 | \$0 | \$3,208 |
| Information Technology | \$1,200 | \$1,100 | \$1,100 | \$0 |
| Telephone | \$300 | \$275 | \$0 | \$275 |
| Postage | \$1,500 | \$1,375 | \$0 | \$1,375 |
| Printing & Binding | \$1,000 | \$917 | \$1,580 | (\$663) |
| Insurance | \$5,800 | \$5,800 | \$5,000 | \$800 |
| Legal Advertising | \$4,000 | \$3,667 | \$3,743 | (\$76) |
| Other Current Charges | \$600 | \$550 | \$1,664 | (\$1,114) |
| Office Supplies | \$1,000 | \$917 | \$0 | \$917 |
| Dues, Licenses & Subscriptions | \$175 | \$175 | \$175 | \$0 |
| Website design/compliance | \$4,500 | \$4,125 | \$1,750 | \$2,375 |
| Total Administrative | \$101,675 | \$94,117 | \$108,370 | (\$14,253) |

Rivers Edge II
Community Development District
Statement of Revenues & Expenditures
For The Period Ending August 31, 2019

| Description | AMENDED BUDGET | PRORATED BUDGET THRU 08/31/19 | ACTUAL THRU 08/31/19 | VARIANCE |
|---|-------------------|-------------------------------------|-------------------------|--------------------|
| Field Operations | | | | |
| Cost Share (Roads/Stormwater) | \$131,708 | \$131,708 | \$131,708 | \$0 |
| General & Lifestyle Manager (Vesta) | \$62,980 | \$57,732 | \$52,483 | \$5,248 |
| Facility/Hospitality Staff (Vesta) | \$62,242 | \$57,055 | \$51,869 | \$5,187 |
| Field Operations Management (Vesta) | \$31,020 | \$28,435 | \$24,558 | \$3,878 |
| Community Facility Staff | \$27,964 | \$25,634 | \$23,303 | \$2,330 |
| Security Monitoring | \$5,000 | \$4,583 | \$0 | \$4,583 |
| Telephone | \$5,000 | \$4,583 | \$10,176 | (\$5,593) |
| Insurance | \$44,371 | \$44,371 | \$44,371 | \$0 |
| Landscape Maintenance | \$45,000 | \$41,250 | \$298,937 | (\$257,687) |
| General Facility & Common Grounds Maint | \$23,273 | \$21,334 | \$17,455 | \$3,879 |
| Pool Maintenance(Vesta & Poolsure) | \$25,000 | \$22,917 | \$20,241 | \$2,675 |
| Pool Chemicals | \$10,000 | \$9,167 | \$0 | \$9,167 |
| Lake Maintenance | \$0 | \$0 | \$600 | (\$600) |
| Janitorial Services (Vesta) | \$29,258 | \$26,820 | \$24,382 | \$2,438 |
| Window Cleaning | \$3,500 | \$3,208 | \$225 | \$2,983 |
| Propane Gas | \$750 | \$688 | \$0 | \$688 |
| Electric | \$20,000 | \$18,333 | \$15,293 | \$3,040 |
| Sewer/Water/Irrigation | \$30,000 | \$27,500 | \$20,987 | \$6,513 |
| Repair and Replacements | \$5,000 | \$4,583 | \$21,214 | (\$16,631) |
| Refuse | \$5,340 | \$4,895 | \$5,516 | (\$622) |
| Pest Control | \$1,140 | \$1,045 | \$1,465 | (\$420) |
| License/Permits | \$1,500 | \$1,375 | \$0 | \$1,375 |
| Other Current | \$1,000 | \$917 | \$0 | \$917 |
| Special Events | \$10,000 | \$9,167 | \$43,476 | (\$34,309) |
| Landscape Replacements | \$500 | \$458 | \$0 | \$458 |
| Office Supplies/Postage | \$500 | \$458 | \$491 | (\$33) |
| Café Costs- Equipment Purchases | \$0 | \$0 | \$17,802 | (\$17,802) |
| Café Costs- labor/food/beverage/COGS | \$174,678 | \$160,122 | \$120,073 | \$40,049 |
| Total Field Operations | \$756,725 | \$708,338 | \$946,624 | (\$238,287) |
| Total Expenditures | \$858,400 | \$802,454 | \$1,054,994 | (\$252,540) |
| Excess Revenues/Expenses | \$0 | | \$61,643 | |
| Fund Balance - Beginning | \$0 | | \$14,191 | |
| Fund Balance - Ending | \$0 | | \$75,834 | |

Rivers Edge II
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2019

| | October | November | December | January | February | March | April | May | June | July | August | September | Total |
|--------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|-----------------|------------------|-----------------|-----------------|------------------|------------|--------------------|
| Revenues: | | | | | | | | | | | | | |
| Developer Contributions | \$76,915 | \$63,935 | \$15,069 | \$51,624 | \$0 | \$110,899 | \$17,802 | \$281,783 | \$79,536 | \$0 | \$302,163 | \$0 | \$999,726 |
| Café Revenues | \$10,228 | \$7,032 | \$7,095 | \$5,303 | \$5,866 | \$10,160 | \$10,922 | \$15,022 | \$13,680 | \$12,765 | \$14,137 | \$0 | \$112,210 |
| Miscellaneous Income | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,971 | \$0 | \$550 | \$180 | \$0 | \$4,701 |
| Total Revenues | \$87,143 | \$70,967 | \$22,164 | \$56,927 | \$5,866 | \$121,059 | \$28,724 | \$300,777 | \$93,216 | \$13,315 | \$316,480 | \$0 | \$1,116,637 |
| Expenditures: | | | | | | | | | | | | | |
| Administrative | | | | | | | | | | | | | |
| Engineering | \$1,480 | \$370 | \$0 | \$837 | \$833 | \$0 | \$1,571 | \$2,353 | \$1,579 | \$4,379 | \$0 | \$0 | \$13,401 |
| Arbitrage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Dissemination Agent | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Attorney | \$0 | \$2,389 | \$1,477 | \$4,318 | \$7,339 | \$3,123 | \$2,414 | \$3,188 | \$6,855 | \$10,604 | \$0 | \$0 | \$41,707 |
| Annual Audit | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,000 |
| Trustee Fees | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Management Fees | \$3,750 | \$3,750 | \$3,750 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$2,500 | \$6,500 | \$2,500 | \$2,500 | \$0 | \$35,250 |
| Construction Accounting | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Information Technology | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$0 | \$1,100 |
| Telephone | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Postage | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Printing & Binding | \$294 | \$215 | \$132 | \$7 | \$288 | \$219 | \$1 | \$0 | \$184 | \$122 | \$118 | \$0 | \$1,580 |
| Insurance | \$5,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,000 |
| Legal Advertising | \$81 | \$413 | \$81 | \$0 | \$81 | \$81 | \$81 | \$0 | \$76 | \$292 | \$2,558 | \$0 | \$3,743 |
| Other Current Charges | \$76 | \$78 | \$105 | \$74 | \$266 | \$48 | \$840 | \$37 | \$47 | \$40 | \$53 | \$0 | \$1,664 |
| Office Supplies | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Dues, Licenses & Subscriptions | \$175 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$175 |
| Website design/compliance | \$0 | \$0 | \$0 | \$1,750 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,750 |
| Total Administrative | \$10,955 | \$7,315 | \$5,645 | \$9,585 | \$11,407 | \$6,070 | \$10,507 | \$8,178 | \$15,343 | \$18,037 | \$5,328 | \$0 | \$108,370 |

Rivers Edge II
Community Development District
General Fund
Month By Month Income Statement
Fiscal Year 2019

| | October | November | December | January | February | March | April | May | June | July | August | September | Total |
|---|-----------------|-----------------|-------------------|-------------------|-------------------|-----------------|-------------------|------------------|-------------------|-------------------|------------------|------------|--------------------|
| Field Operations | | | | | | | | | | | | | |
| Cost Share (Roads/Stormwater) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$87,805 | \$43,903 | \$0 | \$0 | \$0 | \$131,708 |
| General & Lifestyle Manager (Vesta) | \$0 | \$5,248 | \$5,248 | \$5,248 | \$5,248 | \$5,248 | \$5,248 | \$5,248 | \$5,248 | \$5,248 | \$5,248 | \$0 | \$52,483 |
| Facility/Hospitality Staff (Vesta) | \$0 | \$5,187 | \$5,187 | \$5,187 | \$5,187 | \$5,187 | \$5,187 | \$5,187 | \$5,187 | \$5,187 | \$5,187 | \$0 | \$51,869 |
| Field Operations Management (Vesta) | \$0 | \$2,585 | \$2,585 | \$1,293 | \$2,585 | \$2,585 | \$2,585 | \$2,585 | \$2,585 | \$2,585 | \$2,585 | \$0 | \$24,558 |
| Community Facility Staff | \$0 | \$2,330 | \$2,330 | \$2,330 | \$2,330 | \$2,330 | \$2,330 | \$2,330 | \$2,330 | \$2,330 | \$2,330 | \$0 | \$23,303 |
| Security Monitoring | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Telephone | \$896 | \$897 | \$897 | \$897 | \$938 | \$945 | \$938 | \$951 | \$937 | \$937 | \$941 | \$0 | \$10,176 |
| Insurance | \$44,371 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$44,371 |
| Landscape Maintenance (Brightview) | \$3,525 | \$0 | \$0 | \$36,174 | \$36,174 | \$39,730 | \$37,560 | \$36,430 | \$36,999 | \$36,174 | \$36,174 | \$0 | \$298,937 |
| General Facility Maint/Common Grounds Maint | \$0 | \$1,939 | \$1,939 | \$1,939 | \$970 | \$970 | \$1,939 | \$1,939 | \$1,939 | \$1,939 | \$1,939 | \$0 | \$17,455 |
| Pool Maintenance(Vesta) | \$2,414 | \$2,559 | \$1,839 | \$1,164 | \$1,839 | \$1,234 | \$1,839 | \$1,839 | \$1,839 | \$1,839 | \$1,839 | \$0 | \$20,241 |
| Pool Chemicals | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Lake Maintenance | \$0 | \$300 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$300 | \$0 | \$0 | \$0 | \$600 |
| Janitorial Services (Vesta) | \$0 | \$2,438 | \$2,438 | \$2,438 | \$2,438 | \$2,438 | \$2,438 | \$2,438 | \$2,438 | \$2,438 | \$2,438 | \$0 | \$24,382 |
| Window Cleaning | \$0 | \$0 | \$0 | \$225 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$225 |
| Propane Gas | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Electric | \$1,227 | \$2,348 | \$1,309 | \$1,515 | \$1,398 | \$1,190 | \$1,043 | \$1,215 | \$1,330 | \$1,335 | \$1,385 | \$0 | \$15,293 |
| Sewer/Water/Irrigation | \$999 | \$2,199 | \$1,992 | \$1,217 | \$990 | \$759 | \$1,063 | \$1,979 | \$3,087 | \$4,357 | \$2,345 | \$0 | \$20,987 |
| Repair and Replacements | \$216 | \$193 | \$103 | \$173 | \$2,367 | \$2,385 | \$1,897 | \$903 | \$696 | \$2,517 | \$9,763 | \$0 | \$21,214 |
| Refuse | \$445 | \$459 | \$466 | \$444 | \$1,006 | \$108 | \$517 | \$1,042 | \$0 | \$1,030 | \$0 | \$0 | \$5,516 |
| Pest Control | \$95 | \$95 | \$395 | \$95 | \$95 | \$95 | \$310 | \$95 | \$95 | \$95 | \$0 | \$0 | \$1,465 |
| License/Permits | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Current | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Special Events | \$2,230 | \$15,644 | \$8,905 | \$1,004 | \$1,841 | \$5,159 | \$683 | \$2,760 | \$2,051 | \$2,748 | \$450 | \$0 | \$43,476 |
| Landscape Replacements | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Office Supplies/Postage | \$12 | \$209 | \$0 | \$35 | \$94 | \$35 | \$35 | \$35 | \$35 | \$0 | \$0 | \$0 | \$491 |
| Café Costs- Equipment Purchases | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$17,802 | \$0 | \$0 | \$0 | \$0 | \$0 | \$17,802 |
| Café Costs- labor/food/beverage/COGS | \$7,381 | \$7,317 | \$8,224 | \$5,023 | \$4,858 | \$8,284 | \$10,986 | \$15,923 | \$17,101 | \$18,073 | \$16,902 | \$0 | \$120,073 |
| Total Field Operations | \$63,811 | \$51,949 | \$43,858 | \$66,401 | \$70,358 | \$78,682 | \$94,400 | \$170,705 | \$128,102 | \$88,832 | \$89,526 | \$0 | \$946,624 |
| Total Expenditures | \$74,766 | \$59,265 | \$49,503 | \$75,987 | \$81,765 | \$84,753 | \$104,907 | \$178,883 | \$143,444 | \$106,868 | \$94,854 | \$0 | \$1,054,994 |
| Excess Revenues (Expenditures) | \$12,377 | \$11,703 | (\$27,339) | (\$19,060) | (\$75,898) | \$36,307 | (\$76,183) | \$121,894 | (\$50,229) | (\$93,554) | \$221,626 | \$0 | \$61,643 |

**Rivers Edge II Community Development District
Developer Funding**

| Funding Request # | Date of Request | Wire Date Received Developer | Total Funding Request FY 18 | Total Funding Request FY 19 | Total Funding Request FY 20 | Balance (Due From Developer)/ Due To |
|---------------------------|------------------------|-------------------------------------|------------------------------------|------------------------------------|------------------------------------|---|
| 2 | 9/4/18 | 9/28/18 | \$115,948.57 | | | \$0.00 |
| 3 | 10/9/18 | 11/15/18 | \$38,945.20 | | | \$0.00 |
| 4 | 11/5/18 | 11/20/18 | | \$76,914.90 | | \$0.00 |
| 5 | 12/11/18 | 1/30/19 | | \$79,004.22 | | \$0.00 |
| 6 | 2/12/19 | 3/1/19 | | \$51,623.66 | | \$0.00 |
| 7 | 3/12/19 | 3/28/19 | | \$38,089.40 | | \$0.00 |
| * | 4/18/19 | 4/22/19 | | \$17,801.50 | | \$0.00 |
| 8 | 4/5/19 | 5/24/19 | | \$72,809.86 | | \$0.00 |
| 9 | 6/4/19 | 7/3/19 | | \$100,878.17 | | \$0.00 |
| 10 | 7/8/19 | 8/9/19 | | \$180,905.09 | | \$0.00 |
| 11 | 8/12/19 | 9/13/19 | | \$79,536.25 | | \$79,536.25 |
| 12 | 9/11/19 | | | \$85,465.61 | | \$85,465.61 |
| 13 | 10/8/19 | | | \$90,185.29 | \$126,512.20 | \$216,697.49 |
| Due from Developer | | | \$154,893.77 | \$873,213.95 | \$126,512.20 | \$381,699.35 |

* Deposit for 50% of the River Café equipment and hood system. No funding request created.

B.

Rivers Edge II Community Development District

FY2019 Funding Request #13
8-Oct-19

| Vendor | Amount |
|--|--------------|
| 1 Ace Winn | |
| Music Performance Inv #0193 7/19/19 | \$ 200.00 |
| 2 AT Services of North Florida | |
| Preprinted Logo Access Cards Inv #26472 9/25/19 | \$ 787.50 |
| 3 Cintas Fire Protection | |
| Café Equipment Install 10/2/19 | \$ 550.00 |
| 4 Dade Paper & Bag, LLC | |
| Janitorial Supplies Inv #13992748 9/10/19 | \$ 167.50 |
| Janitorial Supplies Inv #14016878 9/18/19 | \$ 293.55 |
| Janitorial Supplies Inv #14036273 9/25/19 | \$ 203.82 |
| Janitorial Supplies Inv #14016878 9/25/19 | \$ 143.09 |
| 5 Egis Insurance | |
| FY 2020 Insurance Inv #9623 9/13/19 | \$ 50,828.00 |
| 6 Footloose Entertainment | |
| Entertainment Package Inv #22278 10/7/19 | \$ 400.00 |
| 7 Girly-Girl Partea's | |
| Frozen Inspired Snow Sisters Event Inv #0776 10/1/19 | \$ 150.00 |
| 8 Governmental Management Services | |
| October Management Inv #18 10/1/19 | \$ 3,472.62 |
| 9 Hopping Green & Sams | |
| August Boundary Amendment Inv #109899 9/16/19 | \$ 4,216.25 |
| August General Counsel Inv #109897 10/16/19 | \$ 6,764.71 |
| August Bond Validation Inv #109898 9/16/19 | \$ 2,681.96 |
| 10 Howard Services Inc | |
| Semi-Annual Refrigeration Maint Inv #C-2394 9/11/19 | \$ 134.50 |
| 11 KAD Electric Company | |
| Pool VFD Inv #4181 9/9/19 | \$ 550.00 |
| 12 Live Entertainment Solutions | |
| Holiday Hoedown Inv #803 10/2/19 | \$ 250.00 |
| 13 Magnetix DJ Services | |
| DJ Holiday Event Inv #1601 10/3/19 | \$ 450.00 |
| 14 Poolsure | |
| October Pool Chemicals Inv #131295588725 10/1/19 | \$ 675.00 |
| 15 Progressive Entertainment | |
| Event 10/8/19 Inv #9086 3/10/19 | \$ 530.00 |
| Event 10/22/19 Inv #110032 7/20/19 | \$ 730.00 |
| Event 12/7/19 Inv #110033 7/20/19 | \$ 440.00 |
| Event 12/13/19 Inv #1110028 10/1/19 | \$ 330.00 |
| Event 12/14/19 Inv #110031 6/25/19 | \$ 340.00 |

| | | | | | |
|--|------------------|---------|-----------|-------------------|--|
| 16 Prosser | | | | | |
| August Professional Services | Inv #42609 | 10/1/19 | \$ | 6,992.50 | |
| 17 Republic Services | | | | | |
| October Refuse | Inv #687-1005994 | 9/16/19 | \$ | 520.54 | |
| 18 Rivers Edge | | | | | |
| ATT Acct #257994519 FY19 Reimbursement | | | \$ | 11,116.93 | |
| FPL Acct #2187961384 FY19 Reimbursement | | | \$ | 206.15 | |
| FPL Acct #7930174359 FY19 Reimbursement | | | \$ | 16,128.37 | |
| FPL Acct #778654350 FY19 Reimbursement | | | \$ | 283.53 | |
| JEA Acct #84087156 FY19 Reimbursement | | | \$ | 1,501.95 | |
| JEA Acct #84087139 Water FY19 Reimbursement | | | \$ | 5,656.74 | |
| JEA Acct #84087139 Sewer FY19 Reimbursement | | | \$ | 2,283.96 | |
| JEA Acct #83547180 FY19 Reimbursement | | | \$ | 12,818.93 | |
| 19 The Heritage Singers of Jacksonville, Inc. | | | | | |
| Holiday Concert | Inv #1 | 6/10/19 | \$ | 500.00 | |
| 20 The St Augustine Record | | | | | |
| Notice of FY20 Meeting Schedule | Inv #103214024 | 9/18/19 | | 107.7 | |
| 21 St Johns County Alarm Program | | | | | |
| Alarm Permit Renewal | Inv1813 | 4/12/19 | \$ | 12.50 | |
| 22 Verdego | | | | | |
| October Landscape Maintenance | Inv #1452B | 10/1/19 | \$ | 37,987.71 | |
| 23 Vesta | | | | | |
| October RiverClub Invoice | Inv #360899 | 10/1/19 | \$ | 23,798.13 | |
| August PassThru | Inv #360621 | 8/31/19 | \$ | 316.84 | |
| Riverclub Café Reconciliation Apr-Jul | Inv #359422 | 7/31/19 | \$ | 9,819.51 | |
| 24 Vak Pak Inc Manufacturing | | | | | |
| Programmed & Delivered 56 AMP VFD | Inv #25749 | 7/29/19 | \$ | 1,750.00 | |
| 25 Tech X Services LLC | | | | | |
| Café Equipment | Inv #432346 | 8/26/19 | \$ | 9,607.00 | |
| Total Amount Due | | | \$ | 216,697.49 | |

Wiring Instructions:

RBK: Wells Fargo, N.A.

ABA: 121000248

ACCT: 4502200595

ACCT NAME: RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

Signature: _____

Chairman/Vice Chairman

Signature: _____

Secretary/Asst. Secretary



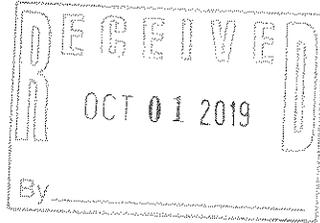
INVOICE

Invoice #: 0193
Invoice Date: Jul 19, 2019
Due date: Jul 19, 2019

Ace Winn

7920 Merrill
1109
Jacksonville, FL 32277
United States

arkangell71@yahoo.com



Amount due:
\$200.00

1.32.572.494
56

Bill To:

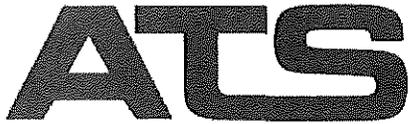
Vesta
Marcy Pollicino

mpollicino@vestapropertyservices.com
+1 904-679-5523

| Description | Quantity | Price | Amount |
|--|----------|--------------|---------------------|
| Ace Winn One performance By Singer/Songwriter Ace Winn | | | |
| Date & Time: December 6th from 6pm-8pm Address: 160 Riverglade Run, St Johns, FL 32249 | 1 | \$200.00 | \$200.00 |
| You will be performing in RiverTown at our RiverClub amenity center. located at 160 Riverglade Run, St Johns, FL 32249. | | | |
| | | Subtotal | \$200.00 |
| | | Total | \$200.00 USD |

Notes

Please make all checks payable to
(((((((Ace Winn)))))))) unless Paying via Paypal.
Thank you for your Patronage,
Ace Winn.



AT Services of North Florida

**14286 Beach Blvd Suite 10
Jacksonville FL 32250**

Invoice

| |
|--------------|
| Date: |
| 9/25/2019 |

| |
|------------------|
| Invoice # |
| 26572 |

1.31.513.49
57

| |
|---|
| BILL TO: |
| |
| RIVERS EDGE COMMUNITY Development District 475 W Town Place Suite 114 Saint Augustine, FL 32092-3649 |

| |
|-------------------------------------|
| SHIP TO: |
| |
| RECEIVED OCT 07 2019 By _____ |
| |
| P.O. No. |
| |

| Item | Description | Qty | Rate | Amount |
|----------------|---|-----|------|----------|
| Proximity Card | Preprinted Logo Access Cards FAC 143, 29378 - 29127, MO#MM122423 Approved Access Cards 50% RECDDI 50% RECDDII Jason Davidson <i>Jason Davidson</i> | 250 | 6.30 | 1,575.00 |

Comments:

PLEASE BE SURE TO LIST YOUR NAME OR BUSINESS IF PAYING ONLINE SO THAT WE CAN MATCH THE PAYMENT! THANK YOU

Subtotal: \$1,575.00

Sales Tax: \$0.00

Total: \$1,575.00

Balance Due:

\$ 787.50 \$1,575.00/2

| | |
|---------------|-----------------------|
| Phone: | Web Site: |
| 9045273546 | www.atservicesjax.com |

.THANK.YOU.FOR.YOUR.BUSINESS.



Approved RECORDER CAFE EQUIPMENT INSTALL

CINTAS FIRE PROTECTION
7251 SALISBURY RD
SUITE 1
JACKSONVILLE, FL 32256
(904)562-7000 * (904)562-7021 Fax

Work Order : 53852 Job Month :
Customer : Location : 00F61
Texas : Route : 21
PI Number :

Date : 10/02/19 Time In :
Travel Time : Time Out :

Job Address:

RECORDER
100 Recorder Run
St Johns FL 32259

Bill to:

RECORDER CAFE #
475 W. Town Place #114
St Johns FL 32259

1-32-572.60

79

| QTY | ITEM | UNIT PRICE | ITEM AMOUNT | QTY | ITEM | UNIT PRICE | ITEM AMOUNT | QTY | ITEM | UNIT PRICE | ITEM AMOUNT | | | | |
|--|-------------------------|------------|-------------|--|------------------------|------------|-------------|--|-----------------------|------------|-------------|--|--|--|--|
| GENERAL LABOR | | | | EXTINGUISHER RECHARGES | | | | OTHER LABOR AND MATERIAL | | | | | | | |
| | Service Charge | SC | | | 5 lb Dry Chemical | DC5 | | | Valve Body O-Ring | EEOR | | | | | |
| | Svc Charge - Return | SCR | | | 6 lb Dry Chemical | DC6 | | | Valve Stem Assembly | EEVSTEM | | | | | |
| | Install Extinguisher | FX | | | 10 lb Dry Chemical | DC10 | | | Service Collar | EEVSC | | | | | |
| | | | | | 20 lb Dry Chemical | DC20 | | | Safety Disc Assembly | EESDA | | | | | |
| ANNUAL MAINTENANCE/TEST | | | | | 5 lb CO2 | CO25 | | | Pull Pin | EEPIN | | | | | |
| | Portable Extinguisher | IN | | | 10 lb CO2 | CO210 | | | DOT or Hazmat Label | EELABEL | | | | | |
| | CO2 Continuity Test | CONT | | | 15 lb CO2 | CO215 | | | Pressure Gauge | EEGAUGE | | | | | |
| | Cart-Op Extinguisher | INCUP | | | 20 lb CO2 | CO220 | | | Fusible Link Detector | EELINK | | | | | |
| | Rack & Reel Fire Hose | INFH | | | 2.5 gal Press Water | H202 | | | Rubber Nozzle Cap | EECAPR | | | | | |
| | AC/DC Emerg/Exit Light | INEL | | | 6 liter K-Class | K6 | | | 1 New K-class | | \$395. | | | | |
| | Emerg/Exit Light - High | INELH | | | Clean Agent Transfer | CAR | | | 1 New 10M/C | | \$155. | | | | |
| | AC-Only Exit Sign | INEX | | | | | | | | | | | | | |
| PERIODIC INSPECTIONS (Monthly/Quarterly/Etc.) | | | | EMERGENCY LIGHT BATTERIES & BULBS | | | | <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>RECEIVED</p> <p>OCT 02 2019</p> <p>By _____</p> </div> | | | | | | | |
| | Portable Extinguisher | INM | | | Battery, 6V, 4A | EXB64 | | | | | | | | | |
| | Wheeled Extinguisher | INWUM | | | Battery, 6V, 7A | EXB67 | | | | | | | | | |
| | Fire Hose | INFHM | | | Battery, 6V, 10A | EXB610 | | | | | | | | | |
| | Emergency/Exit Light | INELM | | | Bulb, 145V, 15W | EXL15T6 | | | | | | | | | |
| | | | | | Bulb, 120V, 20W | EXL20 | | | | | | | | | |
| SYSTEM INSPECTIONS/TESTS | | | | HYDROSTATIC TEST / SIX-YEAR MAINTENANCE | | | | <div style="border: 1px solid black; padding: 5px;"> <p>Location Survey Update</p> <p>Battery Disposal Fee</p> <p>Min Service Charge</p> <p>Sub-Total \$550.00</p> <p>Taxable Amt:</p> <p>Sales Tax 15.75</p> <p>Total 565.75</p> </div> | | | | | | | |
| | Kitchen - Main Cylinder | INKS | | | Stored Pressure Exting | HST | | | | | | | | | |
| | Kitchen - Tandem Cyl | INKST | | | CO2 Extinguisher | HSTCO2 | | | | | | | | | |
| | Alarm or Detection | INFAD | | | Air Cylinder | HSTSA | | | | | | | | | |
| | Wet Sprinkler | INSPW | | | Nitrogen Cylinder | HSTN2 | | | | | | | | | |
| | Dry Sprinkler | INSPD | | | Visual Plus Testing | INVP | | | | | | | | | |
| | Backflow | INSPBF | | | 6-Yr Maint Exting | SY | | | | | | | | | |

CUSTOMER ACKNOWLEDGMENT:

By signing this document, I hereby represent I have the authority to enter into this Contract on behalf of my employer. The Customer's Authorized Representative, by his/her signature, acknowledges that all work has been completed and this work is subject to the Terms and Conditions indicated on the reverse hereof.

Authorized by: _____

Name (printed): _____

Date: _____



Please mail your remittance to:
 Distributor of foodservice disposables,
 janitorial supplies and equipment
 throughout the United States,
 Puerto Rico and the Caribbean

Dade Paper & Bag, LLC
 dba Imperial Dade
 4102-7 BULLS BAY HWY.
 JACKSONVILLE, FL 32217



| | | | |
|------------------------|------------------------|-------------------------|--------------------------|
| ORDER NO. 014753 | ORDER DATE 08/21/19 | INVOICE NO. 13992748 | INVOICE DATE 09/10/19 |
| CUSTOMER NO. 541626 | SHIP DATE 09/10/19 | SOURCE 7 | PAGE 1 |
| C/S REP 4571 | | | |

JACKSONVILLE, FL

PHONE (904)783-9490

FAX (904)783-4161

INVOICE



RIVERS EDGE CDD
 RIVERTOWN
 475 W TOWN PLACE STE 114
 ST AUGUSTINE, FL 32092, USA
 CONTACT: DANIEL LAUGHLIN

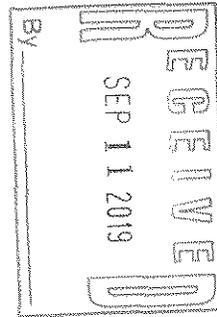
PHONE: 9049405858

SHIP TO

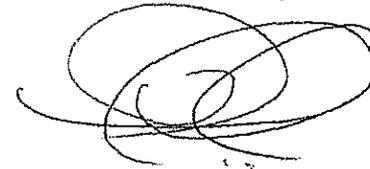
RIVERS EDGE CDD II
 RIVERS EDGE CDD
 160 RIVERSLADE RUN
 ST JOHNES, FL 32259, USA

| QUANTITY SHIPPED | QUANTITY ORDERED | UNIT | DESCRIPTION | PACK / SIZE | CUBE / WEIGHT | UNIT PRICE | TOTAL AMOUNT |
|------------------|------------------|------|--|-------------|---------------|------------|--------------|
| 1 | 1 | KIT | 59194 EASY SCRUB EXPRESS KIT -COMPLETE KIT | KIT | 2.8/6 | 158.00 | 158.00 |
| 1 | 1 | EACH | 12225 ANGLE BROOM FLEXO ANGLERCRYSTAL LAKE | 1 EACH | 0/1 | 9.50 | 9.50 |

| | | | | | | |
|--------------------------------|-------------|------------|-----------------------|--------------------------|----------------------------|----------------------|
| SPECIAL INSTRUCTIONS VIDSON | ROUTE 34 | STOP 28 | SHIP VIA OUR TRUCK | P.O./CONTRACT NO. B/D | ACCT REPTAX CODE 541 50 | TERMS NET 30 DAYS |
|--------------------------------|-------------|------------|-----------------------|--------------------------|----------------------------|----------------------|



JANITORIAL SUPPLIES RECD II



1-32-572-00
14

LATE PAYMENT CHARGE.
 WE RESERVE THE RIGHT TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE
 PRICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT
 ON STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR
 CONTROL. PURCHASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING
 THIS INVOICE.

| | |
|-------------------------|--|
| *TAXABLE ITEMS | |
| RECEIVED BY SIGNATURE X | |
| RECEIVED BY PRINT NAME | |
| DATE | |

| | | | |
|--------------|-----|--------------|---------------|
| TOTAL CUBE | 2.8 | SUB TOTAL | 167.50 |
| TOTAL WEIGHT | 7 | TAX | 0.00 |
| TOTAL PIECES | 2 | FREIGHT | 0.00 |
| | | TOTAL | 167.50 |



Please mail your remittance to:
 Distributor of foodservice disposables,
 janitorial supplies and equipment
 throughout the United States,
 Puerto Rico and the Caribbean

Dade Paper & Bag, LLC
 dba Imperial Dade
 4102-7 BULLS BAY HWY.
 JACKSONVILLE, FL 32219



| | | | |
|------------------------|------------------------|-------------------------|--------------------------|
| ORDER NO. 887888 | ORDER DATE 09/17/19 | INVOICE NO. 14016878 | INVOICE DATE 09/18/19 |
| CUSTOMER NO. 541688 | SHIP DATE 09/18/19 | SOURCE 95 | PAGE 1 |
| | | | C/S REP 9951 |

JACKSONVILLE, FL

PHONE (904)763-9490

FAX (904)763-4161

INVOICE



RIVERS EDGE ODD
 RIVERTOWN
 475 W TOWN PLACE STE 114
 ST AUGUSTINE, FL 32092, USA
 CONTACT: DANIEL LAUGHLIN

PHONE: 9049405888

SHIP TO

RIVERS EDGE ODD II
 RIVERS EDGE ODD
 160 RIVERGLADE RUN
 ST JOHNS, FL 32859, USA

| QUANTITY SHIPPED | QUANTITY ORDERED | UNIT | DESCRIPTION | PACK / SIZE | CUBE / WEIGHT | UNIT PRICE | AMOUNT |
|------------------|------------------|------|--|-------------|---------------|------------|--------|
| 1 | 1 | CASE | 34790 WYPALL X60 TERT WFR HYDROANIT 9. | 10/126 | 2.6/22 | 82.36 | 82.36 |
| 1 | 1 | CASE | 05843 WYPALL L30 EDDND WIPER 11x10.4 PERF | 24/70/0 | 4.2/21 | 59.50 | 59.50 |
| 2 | 2 | UNIT | 2531 LOBBY PRO UPRIGHT DUST FAN W/WHEELS | 1 | .6/1 | 11.18 | 22.36 |
| 2 | 2 | UNIT | 6375 ANGLE BROOM VINYL COVERED METAL HANDL | 1 | .3/1 | 7.80 | 15.60 |
| 2 | 2 | EACH | 8M29524 5"x24 DUST MOP COMPLETEACH | 1 | .6/2 | 23.06 | 46.12 |
| * 0 | 2 | EACH | K153-C KUT-A-WAY 5x24 DUST MOP BLUE TEACH | 1 | 0/0 | 0.00 | 0.00 |
| 1 | 1 | CASE | 70009 MR CLEAN MAGIC ERASER 6/6/08 | 6/6/08 | .4/1 | 39.05 | 39.05 |
| 2 | 2 | EACH | 6311 BOWL BRUSH HOLDER TEACH TO FIT L0129 | 1 | 0/0 | 3.00 | 6.00 |
| 2 | 2 | EACH | 6310 BOWL BRUSH WHITE F/L01264 E | 1 | 0/0 | 1.80 | 3.60 |
| 1 | 1 | CTN | AMUSL112976 DADE PAPER URINALSCREEN CITRU | 10 | .8/1 | 18.96 | 18.96 |

| | | | | | | | | |
|--------|----------------------|-------------|------------|-----------------------|------------------------------|----------------------------|--------|---------------|
| VISION | SPECIAL INSTRUCTIONS | ROUTE 34 | STOP 17 | SHIP VIA OUR TRUCK | P.O./CONTRACT NO. 9.17.19 | ACCT REPTAX CODE 541 50 | NET 30 | TERMS DAYS |
|--------|----------------------|-------------|------------|-----------------------|------------------------------|----------------------------|--------|---------------|



JANITORIAL SUPPLIES
 REC'D II

1-32-572-66
14

DATE PAYMENT CHARGE.
 ES TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE
 PRICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT
 30D/STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR
 ING REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED
 RCHASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING
 SIT.

*TAXABLE ITEMS
 RECEIVED BY SIGNATURE *Candice Jolley*
 RECEIVED BY PRINT NAME *Candice Jolley*
 DATE *9/18/19*

| | | | |
|--------------|-----|--------------|---------------|
| TOTAL CUBE | 7.7 | SUB TOTAL | 293.55 |
| TOTAL WEIGHT | 55 | TAX | 0.00 |
| TOTAL PIECES | 14 | FREIGHT | 0.00 |
| | | TOTAL | 293.55 |



Please mail your remittance to:
 Distributor of foodservice disposables,
 janitorial supplies and equipment
 throughout the United States,
 Puerto Rico and the Caribbean

Dade Paper & Bag, LLC
 dba Imperial Dade
 4102-7 BULLS BAY HWY.
 JACKSONVILLE, FL 32219



| | | | |
|--------------|------------|-------------|--------------|
| ORDER NO. | ORDER DATE | INVOICE NO. | INVOICE DATE |
| 108821 | 09/24/19 | 14036273 | 09/25/19 |
| CUSTOMER NO. | SHIP DATE | SOURCE | PAGE |
| 541624 | 09/25/19 | 75 | 1 |
| | | | C/S REP |
| | | | 7751 |

JACKSONVILLE, FL

PHONE (904)752-9390

FAX (904)763-4131

INVOICE



SHIP TO

RIVERS EDGE CDD YI
 RIVERS EDGE CDD
 150 RIVERGLADE RUN
 ST JOHNS, FL 32259, USA

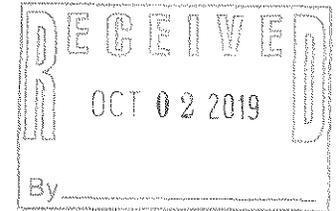
RIVERS EDGE CDD
 RIVERTOWN
 15 W TOWN PLACE STE 114
 AUGUSTINE, FL 32092, USA
 CONTACT: DANIEL LAUGHLIN
 PHONE: 9049405858

| | | | | | | |
|----------------------|-------|------|-----------|-------------------|------------------|-------------|
| SPECIAL INSTRUCTIONS | ROUTE | STOP | SHIP VIA | P.O./CONTRACT NO. | ACCT REPTAX CODE | TERMS |
| DESON | 34 | 21 | OUR TRUCK | 9.24.19 UDD2 | 541 50 | NET 30 DAYS |

| QUANTITY SHIPPED | QUANTITY ORDERED | UNIT | DESCRIPTION | PACK / SIZE | CUBE / WEIGHT | UNIT PRICE | AMOUNT |
|------------------|------------------|------|---|-------------|---------------|------------|--------|
| 1 | 1 | CASE | 34790 WYPALL K&O TERI WFR HYDROKMIT 7. | 10/124 | 2.6/22 | 52.36 | 52.36 |
| 1 | 2 | EACH | 62509 BLACK LOBBY DUST PAN W/BROOM 1/EACH | 1/EACH | 9.5/46 | 60.73 | 121.46 |

JANITORIAL SUPPLIES RECEIPT

Talk to Lina B



Line 2 not included

#932269

1-32-572-66
14

\$143.09

| | | |
|---|---|---|
| PAYMENT CHARGE. TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE PRICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT ID/STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR 3 REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED HASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING | *TAXABLE ITEMS RECEIVED BY SIGNATURE X RECEIVED BY PRINT NAME DATE | TOTAL CUBE > 12.1 TOTAL WEIGHT > 68 TOTAL PIECES > 3 SUB TOTAL 203.82 6.50 TAX 0.00 FREIGHT 0.00 TOTAL > 203.82 |
|---|---|---|

NO CANCELLATION ALLOWED AFTER SIGNING OF THIS INVOICE



Please mail your remittance to:
 Distributor of foodservice disposables,
 janitorial supplies and equipment
 throughout the United States,
 Puerto Rico and the Caribbean



| | | | |
|--------------------------------------|--------------------------|-------------------------------------|----------------------------|
| ORDER NO. 10000000000000000000 | ORDER DATE 10/01/2019 | INVOICE NO. 10000000000000000000 | INVOICE DATE 10/02/2019 |
| CUSTOMER NO. 10000000000000000000 | SHIP DATE 10/01/2019 | SOURCE 98 | PAGE 1 |
| | | C/S REP 10000000000000000000 | |

INVOICE



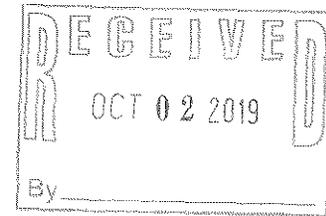
SHIP TO

SPECIAL INSTRUCTIONS

ROUTE STOP SHIP VIA P.O./CONTRACT NO. ACCT REPTAX CODE TERMS

| QUANTITY SHIPPED | QUANTITY ORDERED | UNIT | DESCRIPTION | PACK / SIZE | CUBE / WEIGHT | UNIT PRICE | AMOUNT |
|------------------|------------------|------|-------------|-------------|---------------|------------|--------|
|------------------|------------------|------|-------------|-------------|---------------|------------|--------|

JANITORIAL SUPPLIES RECCO II



1.32.572.60
14

144.09

LATE PAYMENT CHARGE.
 DEBTS TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE
 PRICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT
 ON GOD/STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR
 CONTROL. BUYER'S REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED
 PRICE/BUYER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING

*TAXABLE ITEMS
 RECEIVED BY SIGNATURE X
 RECEIVED BY PRINT NAME
 DATE

| | | |
|--------------|--------|--------------|
| TOTAL CUBE | 144.09 | SUB TOTAL |
| TOTAL WEIGHT | 9 | TAX |
| TOTAL PIECES | 14 | FREIGHT |
| | | TOTAL |

INVOICE



| | |
|-------------------------|---|
| Customer | Rivers Edge II Community Development District |
| Acct # | 839 |
| Date | 09/13/2019 |
| Customer Service | Kristina Rudez |
| Page | 1 of 1 |

Rivers Edge II Community Development District
 c/o Governmental Management Services
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

| Payment Information | |
|------------------------|--------------|
| Invoice Summary | \$ 50,828.00 |
| Payment Amount | |
| Payment for: | Invoice#9623 |
| 100119730 | |

Thank You

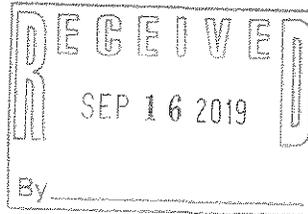
Please detach and return with payment



Customer: Rivers Edge II Community Development District

1-31-513-45
24

| Invoice | Effective | Transaction | Description | Amount |
|---------|------------|--------------|--|-----------|
| 9623 | 10/01/2019 | Renew policy | Policy #100119730 10/01/2019-10/01/2020 Florida Insurance Alliance Package - Renew policy Due Date: 9/13/2019 | 50,828.00 |



| | | | | |
|--|--|--|--|--------------|
| | | | | Total |
| | | | | \$ 50,828.00 |

Thank You

*FOR PAYMENTS SENT OVERNIGHT:
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453*

| | | |
|---|--------------------------|-------------|
| Remit Payment To: Egis Insurance Advisors, LLC | (321)233-9939 | Date |
| Lockbox 234021 PO Box 84021 Chicago, IL 60689-4002 | sclimer@egisadvisors.com | 09/13/2019 |



Invoice # 22278
 Date of Invoice 10/7/2019
 Due Date

Invoice To:

Marcy Pollicino
 160 Riverglade Run
 Saint Johns, FL 32259

Invoice From:

Footloose Entertainment
 702 Porta Rosa Circle

 St Augustine

Invoice Status

Invoice is *Pending*

Email: mpollicino@vestapropertyservices.com
 Phone:904.679.5523



Your Invoice

132,572.494
80

| Description | Quantity | Price | Total Price |
|-----------------------|----------|----------|-------------|
| Entertainment Package | 1 | \$400.00 | \$400.00 |

Invoice Totals

| | | | |
|--------------------|--|--|----------|
| Subtotal: | | | \$400.00 |
| Payments Made: | | | \$0.00 |
| Remaining Balance: | | | \$400.00 |

Pay with...

The preferred method of payment is by Venmo (footloosedjs), Zelle, or check.

You can also make a credit card payment online [CLICK HERE](#) your username is mpollicino@vestapropertyservices.com and password is vesta1. Click the make payment button.



INVOICE

Invoice #: 0776
Invoice Date: Oct 1, 2019
Due date: Oct 1, 2019

Girly-Girl Partea' Inc

2635 Golden Lake Loop
Saint Augustine, FL 32084
United States

Tax ID: 26-3162426

girlygirlpartea@gmail.com
www.girlygirlparteas.com



Amount due:
\$150.00

Bill To:

RiverTown
mpollicino@vestapropertyservices.com

1.32.572.494
54

| Description | Quantity | Price | Amount |
|---|----------|---------------|---------------------|
| Frozen Inspired Snow Sisters (Anna & Elsa inspired) November 8th 5:30-6:30pm at 160 Riverglade Run, St Johns FL 32259 | 1 | \$150.00 | \$150.00 |
| | | Subtotal | \$150.00 |
| | | Discount (0%) | \$0.00 |
| | | Shipping | \$0.00 |
| | | Total | \$150.00 USD |

Notes

Kindly note, there is a 4% service charge for using Paypal's services. This is reflected in the Shipping/Handling line of this invoice.

If applicable, mileage is calculated based on \$0.75 per mile outside our 15 mile radius. We are based in St. Augustine, FL. For details please read a full copy of the agreed to terms and conditions (including our Travel Policy) at www.girlygirlparteas.com/policies

Please let us know if you have any questions or concerns. Thank you for choosing Girly-Girl Partea's! We look forward to making your day SPECTACULAR!

Terms and Conditions

Customer agrees to hold and keep harmless Girly-Girl Partea's, its agents and employees for any and all property damages and/or bodily injury damage caused by the customer's guests, or other persons attending the party. Customer agrees not to hold Girly-Girl Partea's responsible for inclement weather or other Acts of God that may cause the cancellation of the party. Should something of this nature cause the cancellation of the party, Girly-Girl Partea's shall apply any remaining monies due to another party date and location that is mutually agreeable to

both parties. You, as the client, assume all liability and responsibility for allergic reactions or any other medical

reaction stemming from the menu, wearing of costumes, skin products, make-up, or any activity taking place before, during or after the party. Spa services are not performed by licensed cosmetologists and are for entertainment purposes only. Prices are subject to change without notice. Gratuity is greatly appreciated with all party packages and is automatically added in the amount of 15% to parties of \$1,000 or more.

LATE BOOKING: Parties/Princess Visits scheduled within 7 days of the party date will be subject to a fee of \$50 for parties and \$25 for princess visits due to last minute preparations.

HOST: A \$45 fee will be added to parties of 12 or more for an extra party host.

ATTENDANCE: Though some guests may not show up even if they RSVP, you will be charged for the final guest count you confirmed prior to the party.

DAMAGES: We understand accidents happen, however, the client may be held responsible and charged a \$25 fee for excessive damages sustained to any of our robes or costumes and property of Girly-Girl Partea's.

RETURNED PAYMENT: There will be a \$40 fee for any returned payment.

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 18

Invoice Date: 10/1/19

Due Date: 10/1/19

Case:

P.O. Number:

Bill To:

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



| Description | Hours/Qty | Rate | Amount |
|--|-----------|----------|----------|
| Management Fees - October 2019 31-513-34 | | 2,500.00 | 2,500.00 |
| Website Administration - October 2019 31-513- | | 375.00 | 375.00 |
| Information Technology - October 2019 31-513-351 | | 100.00 | 100.00 |
| Dissemination Agent Services - October 2019 31-513-324 | | 291.67 | 291.67 |
| Office Supplies 31-513-51 | | 19.05 | 19.05 |
| Copies 31-513-425 | | 186.90 | 186.90 |

Total \$3,472.62

Payments/Credits \$0.00

Balance Due \$3,472.62

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

September 16, 2019

Rivers Edge II CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 109899
Billed through 08/31/2019

Boundary Amendment
RE2CDD 00105 JLK

SEP 15 2019

1-31-513-315
4

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------|-----|--|----------|
| 08/02/19 | LMG | Conference with Kilinski regarding boundary amendment. | 0.20 hrs |
| 08/08/19 | LMG | Call with staff regarding boundary amendment legal descriptions. | 0.20 hrs |
| 08/14/19 | LMG | Follow up on status of legal descriptions. | 0.40 hrs |
| 08/16/19 | LMG | Conference with Kilinski regarding status of boundary amendment petition; follow up on same. | 0.30 hrs |
| 08/19/19 | LMG | Call with staff regarding boundary amendment legal descriptions; revise charts and exhibits for petition. | 2.20 hrs |
| 08/20/19 | LMG | Revise boundary amendment petition; review Fiore's comments to same; finalize same. | 1.60 hrs |
| 08/20/19 | LMC | Review final boundary amendment petition to confirm parcels and acreage. | 1.30 hrs |
| 08/21/19 | LMG | Review and revise boundary amendment petition. | 0.40 hrs |
| 08/28/19 | JLK | Review updated petition and responses to county inquiry; review exhibits and ready for submittal. | 1.10 hrs |
| 08/28/19 | LMG | Research status regarding boundary amendment petitions; review final acreage total regarding same. | 1.60 hrs |
| 08/29/19 | JLK | Review and finalize exhibits and petition to resubmitted boundary amendment petition and confer with staff on same; review updated SERC; review draft letter to county. | 2.30 hrs |
| 08/29/19 | LMG | Prepare cover letter to St. Johns County regarding boundary amendment petition; prepare draft notice of hearing; review status; confer with Prosser regarding boundary amendment legal description; finalize petition, letter and SERC and submit to St. Johns County. | 4.60 hrs |
| 08/29/19 | LMC | Finalize exhibits to boundary amendment petition. | 0.70 hrs |
| 08/30/19 | LMC | Save dxf file of exhibit for boundary amendment petition; confer with techs regarding same. | 0.50 hrs |

=====
Total fees for this matter \$4,177.50

DISBURSEMENTS

Document Reproduction 38.75

Total disbursements for this matter \$38.75

MATTER SUMMARY

| | | | |
|--------------------------------|-----------|---------|------------|
| Kilinski, Jennifer L. | 3.40 hrs | 275 /hr | \$935.00 |
| Clavenna, Lydia M. - Paralegal | 2.50 hrs | 170 /hr | \$425.00 |
| Gentry, Lauren M. | 11.50 hrs | 245 /hr | \$2,817.50 |

| | |
|---------------------|------------|
| TOTAL FEES | \$4,177.50 |
| TOTAL DISBURSEMENTS | \$38.75 |

TOTAL CHARGES FOR THIS MATTER \$4,216.25

BILLING SUMMARY

| | | | |
|--------------------------------|-----------|---------|------------|
| Kilinski, Jennifer L. | 3.40 hrs | 275 /hr | \$935.00 |
| Clavenna, Lydia M. - Paralegal | 2.50 hrs | 170 /hr | \$425.00 |
| Gentry, Lauren M. | 11.50 hrs | 245 /hr | \$2,817.50 |

| | |
|---------------------|------------|
| TOTAL FEES | \$4,177.50 |
| TOTAL DISBURSEMENTS | \$38.75 |

TOTAL CHARGES FOR THIS BILL \$4,216.25

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

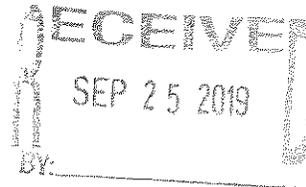
===== STATEMENT =====

September 16, 2019

Rivers Edge II CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 109897
Billed through 08/31/2019

General Counsel
RE2CDD 00001 JLK



1-31-513-315
4

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------|-----|---|----------|
| 08/01/19 | JLK | Review and update assessment resolution for debt assessments and provide related budget documents for same. | 0.40 hrs |
| 08/01/19 | LMG | Analysis regarding draft plat. | 0.30 hrs |
| 08/05/19 | JLK | Review Watersong plat and begin comments to same; review/common on MOU; confer with Roberts on TEA and application to CDD 2. | 1.50 hrs |
| 08/05/19 | LMG | Review Watersong plat and provide comments on same. | 1.90 hrs |
| 08/07/19 | JLK | Conference call regarding plat; review plat language and dedications; review updated documents and transmit same. | 1.40 hrs |
| 08/12/19 | JLK | Finalize comments and review of plats and MOU and transmit same. | 1.10 hrs |
| 08/13/19 | JLK | Draft 170 resolution, assessment notices, and mailed notices; review exhibits thereto; review amenity management inquiries, COI's, insurance coverage, alcohol rider; review alcohol licensing information and confer with staff on same. | 1.60 hrs |
| 08/14/19 | JLK | Confer with staff regarding 170 notices and preparation of assessment roll for meeting; review performance standard agreement and requirements for performance entities and disseminate comments/final of same. | 0.40 hrs |
| 08/15/19 | JLK | Update budget funding agreement and assessment resolution and confer with staff on same; confer regarding plat timing. | 0.40 hrs |
| 08/15/19 | LMG | Review, revise and transmit budget funding agreement. | 0.50 hrs |
| 08/16/19 | JLK | Review multiple e-mails, historical data and financials around interlocal cost share and methodology from DM and engineer on same; begin drafting interlocal agreement. | 1.50 hrs |
| 08/18/19 | JLK | Continuing drafting of interlocal; update deficit funding agreement and assessment resolution. | 1.30 hrs |
| 08/18/19 | LMG | Review and revise funding agreement; analysis regarding budgets and interlocal agreement; prepare agenda memorandum. | 1.60 hrs |

| | | | |
|----------|-----|---|----------|
| 08/19/19 | JLK | Continue drafting interlocal agreement and related provisions; review update methodology and cost share components and update same; conference call on the same; confer regarding amenity management questions and documents/forms and confer with Perry on same. | 1.60 hrs |
| 08/19/19 | LMG | Conference call regarding interlocal agreement; review and revise same. | 0.70 hrs |
| 08/20/19 | JLK | Review agenda package and prepare for board meeting; call with DM and Gentry regarding various meeting questions and issues; disseminate information on same. | 0.80 hrs |
| 08/20/19 | LMG | Revise interlocal agreement; circulate for comment. | 0.30 hrs |
| 08/21/19 | JLK | Finalize meeting preparations; conference call regarding interlocal and budget documents; follow up on same; meeting follow up. | 0.90 hrs |
| 08/21/19 | LMG | Review red-line regarding interlocal agreement; review budget and assessments, meeting strategy, bonds and interlocal agreement exhibits; prepare for, travel to and attend board meeting; return travel. | 4.90 hrs |
| 08/22/19 | LMG | Follow-up regarding open items from board meeting. | 0.50 hrs |
| 08/27/19 | LMC | Prepare resolution setting hearing on revised rules of procedure. | 0.30 hrs |
| 08/28/19 | JLK | Review TEA questions and respond to Roberts on same. | 0.40 hrs |
| 08/29/19 | JLK | Draft and disseminate timeline for validation and BA and confer with staff on same; review Roberts correspondence on TEA and confer on language for addendum. | 1.10 hrs |
| 08/30/19 | JLK | Research and revise rules of procedure; review memorandum to district regarding same. | 0.20 hrs |

Total fees for this matter \$6,687.50

DISBURSEMENTS

| | |
|-------------------------------------|---------|
| Document Reproduction | 29.00 |
| Conference Calls | 9.62 |
| Total disbursements for this matter | \$38.62 |

MATTER SUMMARY

| | | | |
|--------------------------------|-----------|---------|------------|
| Kilinski, Jennifer L. | 14.60 hrs | 275 /hr | \$4,015.00 |
| Clavenna, Lydia M. - Paralegal | 0.30 hrs | 170 /hr | \$51.00 |
| Gentry, Lauren M. | 10.70 hrs | 245 /hr | \$2,621.50 |

| | |
|-------------------------------------|------------|
| TOTAL FEES | \$6,687.50 |
| TOTAL DISBURSEMENTS | \$38.62 |
| INTEREST CHARGE ON PAST DUE BALANCE | \$38.59 |

TOTAL CHARGES FOR THIS MATTER \$6,764.71

BILLING SUMMARY

| | | | |
|--------------------------------|-----------|---------|------------|
| Kilinski, Jennifer L. | 14.60 hrs | 275 /hr | \$4,015.00 |
| Clavenna, Lydia M. - Paralegal | 0.30 hrs | 170 /hr | \$51.00 |
| Gentry, Lauren M. | 10.70 hrs | 245 /hr | \$2,621.50 |

| | | | |
|-------------------------------------|--|--|------------|
| TOTAL FEES | | | \$6,687.50 |
| TOTAL DISBURSEMENTS | | | \$38.62 |
| INTEREST CHARGE ON PAST DUE BALANCE | | | \$38.59 |

| | | | |
|------------------------------------|--|--|-------------------|
| TOTAL CHARGES FOR THIS BILL | | | \$6,764.71 |
|------------------------------------|--|--|-------------------|

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

September 16, 2019

Rivers Edge II CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 109898
Billed through 08/31/2019



1.31.513.315
4

Bond Validation
RE2CDD 00102 JLK

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------|-----|---|----------|
| 08/07/19 | LMG | Review and revise 170 notices. | 0.60 hrs |
| 08/08/19 | LMG | Finalize and transmit 170 notices for review. | 0.30 hrs |
| 08/14/19 | LMG | Review published 170 notice. | 0.30 hrs |
| 08/23/19 | JLK | Continue drafting and updating validation documentation and filing information. | 1.40 hrs |
| 08/28/19 | JLK | Update validation complaint and ready for filing; confer and review exhibits. | 2.10 hrs |
| 08/28/19 | LMC | Revise bond validation complaint; compile exhibits for same. | 1.40 hrs |
| 08/29/19 | JLK | Review and finalize validation complaint and exhibits thereto; file same. | 2.60 hrs |
| 08/29/19 | AHJ | Assist in filing of bond validation complaint. | 0.50 hrs |
| 08/29/19 | LMC | Prepare bond validation complaint; prepare exhibits for same; file bond validation complaint via Florida ePortal. | 2.20 hrs |

Total fees for this matter \$2,668.50

MATTER SUMMARY

| | | | |
|--------------------------------|----------|---------|------------|
| Jaskolski, Amy H. - Paralegal | 0.50 hrs | 170 /hr | \$85.00 |
| Kilinski, Jennifer L. | 6.10 hrs | 275 /hr | \$1,677.50 |
| Clavenna, Lydia M. - Paralegal | 3.60 hrs | 170 /hr | \$612.00 |
| Gentry, Lauren M. | 1.20 hrs | 245 /hr | \$294.00 |

TOTAL FEES \$2,668.50
INTEREST CHARGE ON PAST DUE BALANCE \$13.46

TOTAL CHARGES FOR THIS MATTER \$2,681.96

BILLING SUMMARY

| | | | |
|--------------------------------|----------|---------|------------|
| Jaskolski, Amy H. - Paralegal | 0.50 hrs | 170 /hr | \$85.00 |
| Kilinski, Jennifer L. | 6.10 hrs | 275 /hr | \$1,677.50 |
| Clavenna, Lydia M. - Paralegal | 3.60 hrs | 170 /hr | \$612.00 |
| Gentry, Lauren M. | 1.20 hrs | 245 /hr | \$294.00 |

| | |
|-------------------------------------|------------|
| TOTAL FEES | \$2,668.50 |
| INTEREST CHARGE ON PAST DUE BALANCE | \$13.46 |

TOTAL CHARGES FOR THIS BILL **\$2,681.96**

Please include the bill number on your check.



ELECTRIC COMPANY
EC0001925

KAD ELECTRIC COMPANY
P.O. BOX 8567
FLEMING ISLAND FL 32006-0014

Invoice

| | |
|----------|-----------|
| DATE | INVOICE # |
| 9/9/2019 | 4181 |

1-32-572-60
46

| |
|--|
| BILL TO |
| Rivers Edge CDD 475 W. Town Place St. Augustine FL 32092 |

| | | |
|----------|----------------|--------|
| P.O. NO. | TERMS | JOB |
| | Due on receipt | 19-957 |

| ITEM | QUANTITY | DESCRIPTION | RATE | AMOUNT |
|-------------|----------|---|--------|--------|
| Elec. Labor | 1 | Pool VFD at River Club and material. Checked out pool VFD at River Club Un-wire and re-wire replacement VFD at River Club | 550.00 | 550.00 |



Approved RECDD II
Repair and Replacement
Jason D. Davidson
Jason Davidson

| | | | | |
|--|--------------|----------------|-------------------------|----------|
| Thank you for your business. We appreciate it very much. | | | Total | \$550.00 |
| | | | Payments/Credits | \$0.00 |
| | | | Balance Due | \$550.00 |
| Phone # | Fax # | E-mail | | |
| 904-541-1000 | 904-215-3475 | LDEASE@AOL.COM | | |



INVOICE

11925 Alden Trace Blvd N
Jacksonville FL 32246

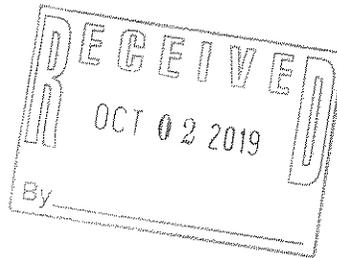
Attention: Rivers Edge CDD
Address: 140 Landing Street, St. Johns FL 32259

Event Date: 11/21/19
Invoice Number: 803

1-32-572-494
53

| Description | Length | Time | Price |
|---------------------------|---------|-----------|-----------|
| • DJ Ross Holiday Hoedown | 2 Hours | 7pm - 9pm | \$ 250.00 |
| | | | |
| | | | |
| | | | |

\$ 250.00



"Your Entertainment Connexion!"
Magnetix

DJ Services

10365 Hood Rd. S. Suite 101
 Jacksonville, FL. 32257
 (904) 607-7111

TO:
 River Town
 160 River Glade Dr.
 St. Johns, FL 32259
 (904) 679-5523



FOR:
 MC/DJ MEMBERS HOLIDAY EVENT

INVOICE

INVOICE #1601
 DATE: OCTOBER 3, 2019

1-300-155-100
 82

| DESCRIPTION | HOURS | RATE | AMOUNT |
|-------------------------------------|-----------------|------|----------|
| 12/07/19 MC/DJ Member Holiday Event | 6PM – 8:30pm | | \$450.00 |
| TOTAL | | | \$450.00 |

Make all checks payable to **Magnetix DJ Services.**

Thank you for your business!



1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date 10/1/2019

Invoice # 131295588725

| | |
|------------|------------|
| Terms | Net 20 |
| Due Date | 10/21/2019 |
| PO # | |
| Customer # | 13RIV030 |

| Bill To |
|--|
| Rivers Edge CDD Government Management Services 475 West Town Place suite 114 St. Augustine FL 32092 |

| Ship To |
|--|
| River Club 160 Riverglade Run St. Augustine FL 32092 |
| 1-32-572-462 6 |

| Item ID | Description | Qty | Units | Amount |
|--------------|--|-----|-------|--------|
| WM-CHEM-BASE | Water Management Seasonal Billing Rate | 1 | ea | 675.00 |

Total 675.00
Amount Due \$675.00

Remittance Slip

Customer
13RIV030
Invoice #
131295588725

Amount Due \$675.00

Amount Paid _____

Make Checks Payable To
Poolsure
PO Box 55372
Houston, TX 77255-5372



131295588725



Total Entertainment Services

Invoice-Agreement

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225

(904) 645-9068 Fax: (904)645-9082

E-mail: bookme@progressiveent.com

www.progressiveent.com

Invoice date: 7/20/2019 Invoice # 110032 Terms: At event PO#
Customer name: Rivers Edge CDD (RiverTown) Event type: Adult Christmas Party
Billing address: 140 Landing Street., St. Johns, Fl. 32259
Original contact person: Marcy Pollicino Wk: 904-940-0008 Cell: 904-710-9348 E-mail/ fax: mpollicino@vestapropertyservices.com
At event contacts with cell: Same
Event date: Friday November 22, 2019 Hours of event: 7:00 pm- 9:00 pm Hours of service: Same
Approximate set up time: Between: 5:30 pm- 6:00 pm
Location name and address: 160 River Glade Run, St Johns PI 32259
Where to set up at location: River Club Clubhouse Area Power within 75': Yes
Set up-grass or pavement: PV Water within 75': N/A Covered area for entertainer: n/a

Notes:

SERVICES NEEDED:

* Mechanical Reindeer

Delivery

Table with 3 columns: Description, Reg. Rate, Your Cost. Includes rows for Mechanical Reindeer and Delivery, and a Total Savings row.



1-32-572-494
20

Summary table with 2 columns: Description, Amount. Includes Sub Total, Sales Tax, Invoice Total, 50% Deposit required, Balance due at set up, Payments received, and Current Balance.

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY

Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required x _____ Date: _____



Total Entertainment Services

Invoice-Agreement

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225

(904) 645-9068 Fax: (904)645-9082

E-mail: bookme@progressiveent.com

www.progressiveent.com

Invoice date: 7/20/2019

Invoice # 110033

Terms: At event

PO#

Customer name: Rivers Edge CDD (RiverTown)

Event type: Christmas Party

Billing address: 140 Landing Street., St. Johns, Fl. 32259

Original contact person: Marcy Pollicino Wk: 904-940-0008 Cell: 904-710-9348

E-mail/ fax: mpollicino@vestapropertyservices.com

At event contacts with cell: Same

Event date: Saturday December 7, 2019 Hours of event: 5:00 pm- 8:00 pm

Hours of service: Same

Approximate set up time: Between: 3:00 pm- 3:30 pm

Location name and address: 160 River Glade Run, St Johns Pl 32259

Where to set up at location: River Club Clubhouse Area

Power within 75': Yes

Set up-grass or pavement: PV

Water within 75': N/A

Covered area for entertainer: n/a

Notes:

SERVICES NEEDED:

* Heavy Duty Snow Machine with Operator

Reg. Rate \$ 495.00 Your Cost \$ 395.00

Delivery

Reg. Rate \$ 45.00 Your Cost \$ 45.00

Total Reg. Price \$ 540.00 Your Total \$ 440.00

Total Savings \$ 100.00



1-300-155-100
20

Sub Total: \$ 440.00

Sales Tax: \$ -

Invoice Total: \$ 440.00

50 % Deposit required \$ -

Balance due at set up \$ 440.00

Payments received \$ -

Current Balance \$ 440.00

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY

Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required x _____ Date: _____



Total Entertainment Services

Invoice-Agreement

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225

(904) 645-9068 Fax: (904)645-9082

E-mail: bookme@progressiveent.com

www.progressiveent.com

Invoice date: 10/1/2019 **Invoice #** 1110028 **Terms:** At event **PO#**

Customer name: Rivers Edge CDD (RiverTown) **Event type:** Movie Night

Billing address: 140 Landing Street., St. Johns, Fl. 32259

Original contact person: Marcy Pollicino **Wk:** 904-940-0008 **Cell:** 904-710-9348 **E-mail/ fax:** mpollicino@vestapropertyservices.com

At event contacts with cell: Same

Event date: Friday December 13, 2019 **Hours of event:** 6:30 pm until end of movie **Hours of service:** Same

Approximate set up time: between: 4:30 -5:00 pm

Location name and address: Same

Where to set up at location: Grass Area of Amphitheatre **Power within 75':** Yes

Set up-grass or pavement: GR **Water within 75':** n/a **Covered area for entertainer:** n/a

Notes:

SERVICES NEEDED:

- * 32' Outdoor Movie System with Technician
- * Delivery

| | | | | | |
|---------------|----|--------|------------|----|--------|
| Reg. Rate | \$ | 595.00 | Your Cost | \$ | 495.00 |
| Reg. Rate | \$ | 35.00 | Your Cost | \$ | 35.00 |
| Reg. Total | \$ | 630.00 | Your Total | \$ | 530.00 |
| Total Savings | | \$ | 100.00 | | |



1.300.155.100
20

Credit for smaller screen used on last pool movie

| | | |
|------------------------|----|--------|
| Sub Total: | \$ | 530.00 |
| Sales Tax: | \$ | - |
| Invoice Total: | \$ | 530.00 |
| Credit: | \$ | 200.00 |
| Balance due at set up: | \$ | 330.00 |
| Payments received : | \$ | - |
| Current Balance: | \$ | 330.00 |

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY

Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required x _____ Date: _____



Total Entertainment Services

Invoice-Agreement

Mailing Correspondence Address: 1623 Troy Lynn Trail, Jacksonville, Fl. 32225

(904) 645-9068 Fax: (904)645-9082

E-mail: bookme@progressiveent.com

www.progressiveent.com

Invoice date: 6/25/2019 Invoice # 110031 Terms: At event PO#
Customer name: Rivers Edge CDD (RiverTown) Event type: Chorus Performance
Billing address: 140 Landing Street., St. Johns, Fl. 32259
Original contact person: Marcy Pollicino Wk: 904-940-0008 Cell: 904-710-9348 E-mail/ fax: mpollicino@vestapropertyservices.com
At event contacts with cell: Same
Event date: Saturday December 14, 2019 Hours of event: 3:00 pm- 4:00pm Hours of service: Same
Approximate set up time: Between: 12:30 pm- 1:30 pm
Location name and address: 160 River Glade Run, St Johns Pl 32259
Where to set up at location: River Club Pavillion Power within 75': Yes
Set up-grass or pavement: GR Water within 75': N/A Covered area for entertainer: n/a

Notes:

SERVICES NEEDED:

Table with 3 columns: Description, Reg. Rate, Your Cost. Includes items like Complete Sound System with Mixer, (2) Powered Speakers, (2) Speaker Stands, (2) Cordless Microphones on Microhone stands, Tech On Site at no extra charge. Total Reg. Price \$ 535.00, Total Savings \$195.00, Your Total \$ 340.00.



1.300.155.100
20

Summary table: Sub Total: \$ 340.00, Sales Tax: \$ -, Invoice Total: \$ 340.00, 50 % Deposit required: \$ -, Balance due at set up: \$ 340.00, Payments received: \$ -, Current Balance: \$ 340.00

CANCELLATION, RE-SCHEDULING, INCLAMENT WEATHER POLICY

Any cancellation of this agreement by customer must be in writing at least 30 days prior to event date with specific reasons with verification by Progressive Entertainment. Any stopping of delivery/service of Progressive Entertainment must be at least 24 hrs. in advance to avoid labor costs. No penalties or loss of deposit occur if event is re-scheduled within 60 days of original event date. A 50% cancellation fee of total amount occurs when not within these terms. Other arrangements must be noted by Progressive Entertainment. For customer pick up- customer is responsible for theft or damage to equipment or materials while in possession. Progressive Entertainment is not responsible for any acts of nature which prevent event from taking place or being shortened. Service reserves the right to stop service if guests cause a safety or behavior issue to service.

Customer signature required x _____ Date: _____

PROSSER

October 1, 2019
 Project No: 113094.70
 Invoice No: 42609
 Revised

Rivers Edge CDD
 c/o Governmental Management Services, LLC
 Attention: Bernadette Peregrino
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

1.31.513.311
 8

Project 113094.70 Rivers Edge II CDD

Professional Services from August 1, 2019 to August 31, 2019

Expense Billing

Reimbursable Expenses

| | | | |
|----------------------------|------------------------|--------------|-----------------|
| Blueprints/Reproduction | | 92.55 | |
| Total Reimbursables | 1.15 times | 92.55 | 106.43 |
| | Total this Task | | \$106.43 |

Task 1: O & M

For services including boundary amendment coordination work with staff and surveyor, work on modification of TEA with SJC and sheriff's office, budget coordination work with staff and attend CDD meeting.

Professional Personnel

| | Hours | Rate | Amount |
|----------------------------|---------------------------|--------|-------------------|
| Principal | 6.00 | 185.00 | 1,110.00 |
| Planner/Project Researcher | 45.25 | 130.00 | 5,882.50 |
| Totals | 51.25 | | 6,992.50 |
| Total Labor | | | 6,992.50 |
| | Total this Task | | \$6,992.50 |
| | Total this Invoice | | \$7,098.93 |

Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|-----------------|
| 41950 | 6/17/2019 | 7.25 |
| 42427 | 8/14/2019 | 4,378.69 |
| 42609 | 9/16/2019 | 4,303.93 |
| Total | | 8,689.87 |



Rivers Edge II FY2019 Utilities

| | | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | July | August | September | Total |
|---------------------------|-------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|--------------|
| JEA- Water | | | | | | | | | | | | | | |
| 160 Riverglade Run | 84087156 | 117.54 | 110.10 | 11.82 | 110.10 | 153.00 | 79.50 | 110.10 | 111.96 | 111.96 | 113.82 | 117.54 | 354.51 | \$ 1,501.95 |
| 160 Riverglade Run -Sewer | 84087139 | 533.43 | 629.28 | 437.58 | 488.70 | 449.25 | 424.41 | 386.46 | 520.65 | 654.84 | 539.82 | 437.58 | 154.74 | \$ 5,656.74 |
| 160 Riverglade Run -Water | 84087139 | 206.82 | 234.72 | 178.92 | 193.80 | 199.50 | 161.34 | 164.04 | 203.10 | 242.16 | 208.68 | 178.92 | 111.96 | \$ 2,283.96 |
| 298 Riverglade Run | 83547180 | 141.09 | 1,225.32 | 1,363.88 | 424.27 | 188.12 | 93.56 | 402.62 | 1,143.05 | 2,078.33 | 3,494.24 | 1,610.69 | 653.76 | \$ 12,818.93 |
| FPL- Electric | | | | | | | | | | | | | | |
| 156 Riverglade Run | 2187961384 | 15.03 | 15.84 | 12.89 | 22.64 | 21.62 | 19.46 | 13.27 | 19.13 | 18.28 | 23.29 | 11.75 | 12.95 | \$ 206.15 |
| 160 Riverglade Run | 7930174359 | 1,175.61 | 2,295.44 | 1,262.39 | 1,463.46 | 1,358.00 | 1,152.91 | 1,012.08 | 1,178.83 | 1,294.27 | 1,288.11 | 1,355.66 | 1,291.61 | \$ 16,128.37 |
| 154 Riverglade Run | 778654350 | 36.07 | 36.65 | 33.88 | 28.76 | 18.04 | 17.19 | 17.23 | 17.42 | 17.61 | 23.29 | 17.15 | 20.24 | \$ 283.53 |



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

Page: 1 of 3
Issue Date: Sep 15, 2018
Account Number: 257994519

Get rid of clutter with paperless billing. It's easy to view, analyze, and pay your bill almost anywhere. Sign up now at att.com/paperless

Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.



Account summary

| | |
|------------------------------|---------------|
| Your last bill | \$895.86 |
| Payment, Sep 05 - Thank you! | -\$895.86 |
| Remaining balance | \$0.00 |

Service summary

| | | |
|-----------------------|--------|-----------------|
| TV | Page 2 | \$153.25 |
| Internet | Page 2 | \$630.79 |
| Phone | Page 3 | \$111.82 |
| Total services | | \$895.86 |

Total due \$895.86

AutoPay is scheduled to debit your bank account on Oct 06, 2018

Ways to pay and manage your account:



myAT&T online
att.com/myatt



myAT&T app
for iPhone and Android



By phone
Ordering, billing or support: 800.321.2000
TTY: 800.651.5111



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

**AutoPay of \$895.86 is scheduled for
Oct 06, 2018**

Account number: 257994519

AT&T
PO BOX 5014
CAROL STREAM, IL 60197-5014

410040560002579945193000000089586000000089586000000

Service activity

 TV - U-verse TV

| Monthly charges | | Sep 16 - Oct 15 |
|----------------------------------|------------------------------|-----------------|
| 1. | AT&T U-verse TV BPO - Deluxe | \$80.00 |
| 2. | HD Technology Fee | \$10.00 |
| 3. | Receiver Fee | \$7.00 |
| 4. | Receiver Fee | \$7.00 |
| 5. | Receiver Fee | \$7.00 |
| 6. | Receiver Fee | \$7.00 |
| 7. | Receiver Fee | \$7.00 |
| 8. | Receiver Fee | \$7.00 |
| 9. | Receiver Fee | \$7.00 |
| Surcharges & fees | | |
| 10. | Cost Assessment Charge | \$2.40 |
| Government taxes & fees | | |
| 11. | FL County Sales Tax | \$0.28 |
| 12. | FL Gross Receipts Tax | \$2.14 |
| 13. | FL Local Communications Tax | \$1.92 |
| 14. | FL State Communications Tax | \$4.57 |
| 15. | FL State Sales Tax | \$2.94 |
| Total for TV - U-verse TV | | \$153.25 |

 Internet

| Monthly charges | | Sep 16 - Oct 15 |
|---------------------------|--|-----------------|
| 1. | Internet 1G / 1G <i>(Promotional Offer)</i> | \$620.00 |
| Surcharges & fees | | |
| 2. | Cost Assessment Charge | \$10.79 |
| Total for Internet | | \$630.79 |



Phone

| Monthly charges | Sep 16 - Oct 15 | |
|--|-----------------|---------|
| 1. Phone International Plus 904.679.5523 <i>(Promotional Offer)</i> | | \$30.00 |
| 2. Phone 904.679.5913 | | \$30.00 |
| 3. Phone 904.679.5733 | | \$30.00 |

| Usage summary | |
|------------------------------|-------------|
| 904.679.5523 | <i>Used</i> |
| Minute allowance (unlimited) | 173 |

| Surcharges & fees | |
|-------------------------------------|---------|
| 4. Cost Assessment Charge | \$0.55 |
| 5. FL County 911 Service Fee | \$1.20 |
| 6. Federal Universal Service Charge | \$10.46 |

| Government taxes & fees | |
|--------------------------------|--------|
| 7. FL Gross Receipts Tax | \$2.37 |
| 8. FL Local Communications Tax | \$2.15 |
| 9. FL State Communications Tax | \$5.09 |

Total for Phone **\$111.82**

Important information

Late payment charge

A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

How to read your bill

See att.com/bill for information on how to read your bill.

U-verse closed-captioning issues

For immediate closed-captioning issues, call 800.288.2020, fax 314.335.5735 or email ClosedCaptioning@att.com. For formal inquiries, contact Mr. Timmermans, Associate Director - Office of the President: email ClosedCaptioning@att.com, call 314.235.3333, fax 314.335.5735 or mail to AT&T Closed Captioning, ATTN: Mr. Timmermans, 1010 Pine St, 11E-X-04, St. Louis, MO 63101.

Legal notification

For information on upcoming U-verse TV programming changes please consult the Legal Notices published in USA Today on the first and third Tuesday of each month or our website att.com/U-verseprogrammingchanges.

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

Page: 1 of 3
Issue Date: Oct 15, 2018
Account Number: 257994519

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Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.



Account summary

| | |
|------------------------------|-----------|
| Your last bill | \$895.86 |
| Payment, Oct 06 - Thank you! | -\$895.86 |
| Remaining balance | \$0.00 |

Service summary

| | | |
|-----------------------|--------|-----------------|
| TV | Page 2 | \$153.25 |
| Internet | Page 2 | \$630.79 |
| Phone | Page 3 | \$113.22 |
| Total services | | \$897.26 |

Total due \$897.26
AutoPay is scheduled to debit your bank account on Nov 06, 2018

Ways to pay and manage your account:

myAT&T online
att.com/myatt

myAT&T app
for iPhone and Android

By phone
Ordering, billing or support: 800.321.2000
TTY: 800.651.5111



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

**AutoPay of \$897.26 is scheduled for
Nov 06, 2018**
Account number: 257994519

AT&T
PO BOX 5014
CAROL STREAM, IL 60197-5014

410040560002579945193000000089586000000089726000004

Service activity

 TV - U-verse TV

| Monthly charges | | Oct 16 - Nov 15 |
|----------------------------------|------------------------------|-----------------|
| 1. | AT&T U-verse TV BPO - Deluxe | \$80.00 |
| 2. | HD Technology Fee | \$10.00 |
| 3. | Receiver Fee | \$7.00 |
| 4. | Receiver Fee | \$7.00 |
| 5. | Receiver Fee | \$7.00 |
| 6. | Receiver Fee | \$7.00 |
| 7. | Receiver Fee | \$7.00 |
| 8. | Receiver Fee | \$7.00 |
| 9. | Receiver Fee | \$7.00 |
| Surcharges & fees | | |
| 10. | Cost Assessment Charge | \$2.40 |
| Government taxes & fees | | |
| 11. | FL County Sales Tax | \$0.28 |
| 12. | FL Gross Receipts Tax | \$2.14 |
| 13. | FL Local Communications Tax | \$1.92 |
| 14. | FL State Communications Tax | \$4.57 |
| 15. | FL State Sales Tax | \$2.94 |
| Total for TV - U-verse TV | | \$153.25 |

 Internet

| Monthly charges | | Oct 16 - Nov 15 |
|---------------------------|---|-----------------|
| 1. | Internet 1G / 1G (Promotional Offer) | \$620.00 |
| Surcharges & fees | | |
| 2. | Cost Assessment Charge | \$10.79 |
| Total for Internet | | \$630.79 |



Phone

| Monthly charges | Oct 16 - Nov 15 | |
|--|-----------------|---------|
| 1. Phone International Plus 904.679.5523 <i>(Promotional Offer)</i> | | \$30.00 |
| 2. Phone 904.679.5913 | | \$30.00 |
| 3. Phone 904.679.5733 | | \$30.00 |

Usage summary

| 904.679.5523 | Used |
|------------------------------|------|
| Minute allowance (unlimited) | 127 |

Surcharges & fees

| | |
|-------------------------------------|---------|
| 4. Cost Assessment Charge | \$0.55 |
| 5. FL County 911 Service Fee | \$1.20 |
| 6. Federal Universal Service Charge | \$11.75 |

Government taxes & fees

| | |
|--------------------------------|--------|
| 7. FL Gross Receipts Tax | \$2.40 |
| 8. FL Local Communications Tax | \$2.16 |
| 9. FL State Communications Tax | \$5.16 |

Total for Phone **\$113.22**

News you can use

Phone International Plus rate increase

The \$40 monthly rate for Phone International Plus will increase to \$40.99 on 10/21/2018. For questions or to learn more about our money-saving services, visit att.com or call 800.288.2020.

Battery backup info

Your telephone service requires electrical power from your home to operate. In the event of a power failure, an optional battery backup can be purchased to maintain working phone service. This will keep your phone service available to you for calls to 911, your Wi-Fi® Gateway, Optical Network Terminal (if provided). If you are using a cordless phone, it will not work during a power outage, a separate battery backup or other power source may be required. It is your responsibility to maintain/replace your battery backup power. For detailed information such as testing, storage, cordless phone use, service limitations, purchasing and warranties, please visit us online at att.com/batterybackup or call 800.288.2020.

Important information

Late payment charge

A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to

present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

U-verse closed-captioning issues

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

Page: 1 of 3
Issue Date: Nov 15, 2018
Account Number: 257994519

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Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.



Account summary

| | |
|------------------------------|-----------|
| Your last bill | \$897.26 |
| Payment, Nov 06 - Thank you! | -\$897.26 |
| Remaining balance | \$0.00 |

Service summary

| | | |
|-----------------------|--------|-----------------|
| TV | Page 2 | \$153.25 |
| Internet | Page 2 | \$630.79 |
| Phone | Page 3 | \$113.22 |
| Total services | | \$897.26 |

Total due \$897.26
AutoPay is scheduled to debit your bank account on Dec 07, 2018

Ways to pay and manage your account:

myAT&T online
att.com/myatt

myAT&T app
for iPhone and Android

By phone
Ordering, billing or support: 800.321.2000
TTY: 800.651.5111



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

**AutoPay of \$897.26 is scheduled for
Dec 07, 2018**
Account number: 257994519

AT&T
PO BOX 105251
ATLANTA, GA 30348-5251

41004056000257994519300000008972600000089726000006

Service activity

 **TV - U-verse TV**

| Monthly charges | | Nov 16 - Dec 15 |
|----------------------------------|------------------------------|-----------------|
| 1. | AT&T U-verse TV BPO - Deluxe | \$80.00 |
| 2. | HD Technology Fee | \$10.00 |
| 3. | Receiver Fee | \$7.00 |
| 4. | Receiver Fee | \$7.00 |
| 5. | Receiver Fee | \$7.00 |
| 6. | Receiver Fee | \$7.00 |
| 7. | Receiver Fee | \$7.00 |
| 8. | Receiver Fee | \$7.00 |
| 9. | Receiver Fee | \$7.00 |
| Surcharges & fees | | |
| 10. | Cost Assessment Charge | \$2.40 |
| Government taxes & fees | | |
| 11. | FL County Sales Tax | \$0.28 |
| 12. | FL Gross Receipts Tax | \$2.14 |
| 13. | FL Local Communications Tax | \$1.92 |
| 14. | FL State Communications Tax | \$4.57 |
| 15. | FL State Sales Tax | \$2.94 |
| Total for TV - U-verse TV | | \$153.25 |

 **Internet**

| Monthly charges | | Nov 16 - Dec 15 |
|---------------------------|--|-----------------|
| 1. | Internet 1G / 1G <i>(Promotional Offer)</i> | \$620.00 |
| Surcharges & fees | | |
| 2. | Cost Assessment Charge | \$10.79 |
| Total for Internet | | \$630.79 |



Phone

Monthly charges

Nov 16 - Dec 15

Usage summary

| | |
|---|---------|
| 1. Phone International Plus 904.679.5523 (Promotional Offer) | \$30.00 |
| 2. Phone 904.679.5913 | \$30.00 |
| 3. Phone 904.679.5733 | \$30.00 |

| | |
|------------------------------|------|
| 904.679.5523 | Used |
| Minute allowance (unlimited) | 166 |

Surcharges & fees

| | |
|-------------------------------------|---------|
| 4. Cost Assessment Charge | \$0.55 |
| 5. FL County 911 Service Fee | \$1.20 |
| 6. Federal Universal Service Charge | \$11.75 |

Government taxes & fees

| | |
|--------------------------------|--------|
| 7. FL Gross Receipts Tax | \$2.40 |
| 8. FL Local Communications Tax | \$2.16 |
| 9. FL State Communications Tax | \$5.16 |

Total for Phone

\$113.22

News you can use

Cost assessment

Effective 1/1/2019, there will be an increase in the AT&T Cost Assessment Charge used to recover AT&T property taxes. The monthly rate will be 5.65% of your total AT&T Business Internet, Phone and/or U-verse TV monthly charges. This charge is not a tax or fee that the government requires AT&T to collect from its customers. For more information, please contact an AT&T representative at the phone number listed on the front of your bill.

RCRC charge increase

The AT&T Phone's Regulatory Cost Recovery Charge, which covers the cost of mandated federal compliance programs, will increase from \$0.80 to \$1.07 on 12/1/2018. It is not a tax or charge which the government requires AT&T to collect from its customers. If you have any questions, visit att.com or call 800.288.2020.

Important information

Late payment charge

A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to

pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

U-verse closed-captioning issues

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Legal notification

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AT&T U-verseSM TV, AT&T Internet and AT&T Phone provided by AT&T Florida.

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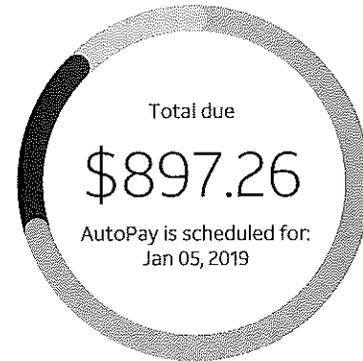


- RIVERS EDGE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

Page: 1 of 3
Issue Date: Dec 15, 2018
Account Number: 257994519

Go paperless! Sign up for paperless billing. It's easier and more convenient. Go to att.com/paperless to sign up now.

Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.



Account summary

| | |
|------------------------------|---------------|
| Your last bill | \$897.26 |
| Payment, Dec 07 - Thank you! | -\$897.26 |
| Remaining balance | \$0.00 |

Service summary

| | | |
|-----------------------|--------|-----------------|
| TV | Page 2 | \$153.25 |
| Internet | Page 2 | \$630.79 |
| Phone | Page 3 | \$113.22 |
| Total services | | \$897.26 |

Total due \$897.26
AutoPay is scheduled to debit your bank account on Jan 05, 2019

Ways to pay and manage your account:

- myAT&T online att.com/myatt
- myAT&T app for iPhone and Android
- By phone
Ordering, billing or support: 800.321.2000
TTY: 800.651.5111



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

AutoPay of \$897.26 is scheduled for Jan 05, 2019
Account number: 257994519

AT&T
PO BOX 105251
ATLANTA, GA 30348-5251

Service activity

 TV - U-verse TV

| Monthly charges | | <i>Dec 16 - Jan 15</i> |
|----------------------------------|------------------------------|------------------------|
| 1. | AT&T U-verse TV BPO - Deluxe | \$80.00 |
| 2. | HD Technology Fee | \$10.00 |
| 3. | Receiver Fee | \$7.00 |
| 4. | Receiver Fee | \$7.00 |
| 5. | Receiver Fee | \$7.00 |
| 6. | Receiver Fee | \$7.00 |
| 7. | Receiver Fee | \$7.00 |
| 8. | Receiver Fee | \$7.00 |
| 9. | Receiver Fee | \$7.00 |
| Surcharges & fees | | |
| 10. | Cost Assessment Charge | \$2.40 |
| Government taxes & fees | | |
| 11. | FL County Sales Tax | \$0.28 |
| 12. | FL Gross Receipts Tax | \$2.14 |
| 13. | FL Local Communications Tax | \$1.92 |
| 14. | FL State Communications Tax | \$4.57 |
| 15. | FL State Sales Tax | \$2.94 |
| Total for TV - U-verse TV | | \$153.25 |

 Internet

| Monthly charges | | <i>Dec 16 - Jan 15</i> |
|---------------------------|--|------------------------|
| 1. | Internet 1G / 1G <i>(Promotional Offer)</i> | \$620.00 |
| Surcharges & fees | | |
| 2. | Cost Assessment Charge | \$10.79 |
| Total for Internet | | \$630.79 |



Phone

| Monthly charges | Dec 16 - Jan 15 | |
|--|-----------------|---------|
| 1. Phone International Plus 904.679.5523 <i>(Promotional Offer)</i> | | \$30.00 |
| 2. Phone 904.679.5913 | | \$30.00 |
| 3. Phone 904.679.5733 | | \$30.00 |

Usage summary

| 904.679.5523 | Used |
|------------------------------|------|
| Minute allowance (unlimited) | 111 |

| Surcharges & fees | | |
|-------------------------------------|--|---------|
| 4. Cost Assessment Charge | | \$0.55 |
| 5. FL County 911 Service Fee | | \$1.20 |
| 6. Federal Universal Service Charge | | \$11.75 |

| Government taxes & fees | | |
|--------------------------------|--|--------|
| 7. FL Gross Receipts Tax | | \$2.40 |
| 8. FL Local Communications Tax | | \$2.16 |
| 9. FL State Communications Tax | | \$5.16 |

Total for Phone **\$113.22**

Important information

Late payment charge
 A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

AT&T U-verseSM TV, AT&T Internet and AT&T Phone provided by AT&T Florida.
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Electronic check conversion
 Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

U-verse closed-captioning issues
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- RIVERS EDGE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

Page: 1 of 4
Issue Date: Jan 15, 2019
Account Number: 257994519

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Account summary

| | |
|------------------------------|-----------|
| Your last bill | \$897.26 |
| Payment, Jan 05 - Thank you! | -\$897.26 |
| Remaining balance | \$0.00 |

Service summary

| Service | Page | Amount | What's changed? |
|-----------------------|--------|---|-------------------------|
| Account charges | Page 2 | \$10.00 Last bill \$0.00, Difference +\$10.00 | < Monthly charges |
| TV | Page 2 | \$158.75 Last bill \$153.25, Difference +\$5.50 | < Taxes/Fees/Surcharges |
| Internet | Page 2 | \$655.03 Last bill \$630.79, Difference +\$24.24 | < Taxes/Fees/Surcharges |
| Phone | Page 3 | \$114.37 Last bill \$113.22, Difference +\$1.15 | < Taxes/Fees/Surcharges |
| Total services | | \$938.15 | |

Total due \$938.15
AutoPay is scheduled to debit your bank account on Feb 06, 2019



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

AutoPay of \$938.15 is scheduled for Feb 06, 2019
Account number: 257994519

AT&T
PO BOX 105251
ATLANTA, GA 30348-5251

41004056000257994519300000008972600000093815000001

Service activity

 Account charges

| | | |
|--|-----------------|----------------|
| Monthly charges | Jan 16 - Feb 15 | |
| Tech support 360 | | |
| <i>Questions about charges listed in this section? Call us at 877.888.7360</i> | | |
| 1. Internet Backup | | \$10.00 |
| Total for Account charges | | \$10.00 |

 TV - U-verse TV

| | | |
|------------------------------------|-----------------|-----------------|
| Monthly charges | Jan 16 - Feb 15 | |
| 1. AT&T U-verse TV BPO - Deluxe | | \$80.00 |
| 2. HD Technology Fee | | \$10.00 |
| 3. Receiver Fee | | \$7.00 |
| 4. Receiver Fee | | \$7.00 |
| 5. Receiver Fee | | \$7.00 |
| 6. Receiver Fee | | \$7.00 |
| 7. Receiver Fee | | \$7.00 |
| 8. Receiver Fee | | \$7.00 |
| 9. Receiver Fee | | \$7.00 |
| Surcharges & fees | | |
| 10. Cost Assessment Charge | | \$7.90 |
| Government taxes & fees | | |
| 11. FL County Sales Tax | | \$0.28 |
| 12. FL Gross Receipts Tax | | \$2.14 |
| 13. FL Local Communications Tax | | \$1.92 |
| 14. FL State Communications Tax | | \$4.57 |
| 15. FL State Sales Tax | | \$2.94 |
| Total for TV - U-verse TV | | \$158.75 |

 Internet

| | | |
|---|-----------------|----------|
| Monthly charges | Jan 16 - Feb 15 | |
| 1. Internet 1G / 1G <i>(Promotional Offer)</i> | | \$620.00 |

Internet continues...



...Internet continued

Surcharges & fees

2. Cost Assessment Charge \$35.03

Total for Internet \$655.03

Phone

Monthly charges

Jan 16 - Feb 15

1. Phone International Plus 904.679.5523 \$30.00
(Promotional Offer)
 2. Phone 904.679.5913 \$30.00
 3. Phone 904.679.5733 \$30.00

Usage summary

| | |
|------------------------------|-------------|
| 904.679.5523 | <i>Used</i> |
| Minute allowance (unlimited) | 47 |

Surcharges & fees

4. Cost Assessment Charge \$1.77
 5. FL County 911 Service Fee \$1.20
 6. Federal Universal Service Charge \$11.68

Government taxes & fees

7. FL Gross Receipts Tax \$2.40
 8. FL Local Communications Tax \$2.16
 9. FL State Communications Tax \$5.16

Total for Phone \$114.37

News you can use

Administrative Fee increase

The AT&T Phone Administrative Fee which recovers cost to support administration of providing phone services will increase from \$0.69 to \$0.99 on 1/20/2019. It is not a tax or charge which the government requires AT&T to collect from its customers. If you have any questions, visit or call 800.288.2020.

Additional line rate increase

Customers with an additional line will see an increase of \$1.99 on 1/20/2019. If you have any questions or to learn more about our money-saving services, visit or call 800.288.2020.

Important information

Late payment charge

A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at using your checking account. It's easy, secure, and convenient!

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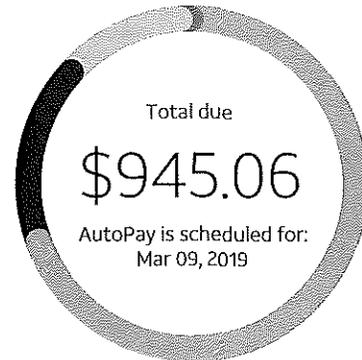


- RIVERS EDGE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

Page: 1 of 4
Issue Date: Feb 15, 2019
Account Number: 257994519

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Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.



Account summary

| | |
|------------------------------|---------------|
| Your last bill | \$938.15 |
| Payment, Feb 06 - Thank you! | -\$938.15 |
| Remaining balance | \$0.00 |

Service summary

| | | | |
|-----------------------|--------|-----------------|--|
| Account charges | Page 2 | \$10.00 | Last bill \$10.00 |
| TV | Page 2 | \$165.66 | Last bill \$158.75, Difference +\$6.91 |
| Internet | Page 3 | \$655.03 | Last bill \$655.03 |
| Phone | Page 3 | \$114.37 | Last bill \$114.37 |
| Total services | | \$945.06 | |

What's changed?

< Purchases

Total due \$945.06

AutoPay is scheduled to debit your bank account on Mar 09, 2019

Ways to pay and manage your account:

att.com/myatt

myAT&T app
iPhone and Android

Ordering, billing or support
800.321.2000
TTY: 800.651.5111



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

AutoPay of \$945.06 is scheduled for Mar 09, 2019

Account number: 257994519

AT&T
PO BOX 105251
ATLANTA, GA 30348-5251

41004056000257994519300000009381500000094506000000



Service activity

Account charges

| | | |
|---|-----------------|----------------|
| Monthly charges | Feb 16 - Mar 15 | |
| Tech360 | | |
| Questions about charges listed in this section? Call us at 877.888.7360 | | |
| 1. Internet Backup | | \$10.00 |
| Total for Account charges | | \$10.00 |

TV - U-verse TV

| | | |
|---|-----------------|--------------------|
| Activity since last bill | Jan 16 - Feb 15 | |
| 1. On demand: Boy Erased (HD) (Just In) | Jan 30 | \$6.00 < Purchases |
| Monthly charges | Feb 16 - Mar 15 | |
| 2. AT&T U-verse TV BPO - Deluxe | | \$80.00 |
| 3. HD Technology Fee | | \$10.00 |
| 4. Receiver Fee | | \$7.00 |
| 5. Receiver Fee | | \$7.00 |
| 6. Receiver Fee | | \$7.00 |
| 7. Receiver Fee | | \$7.00 |
| 8. Receiver Fee | | \$7.00 |
| 9. Receiver Fee | | \$7.00 |
| 10. Receiver Fee | | \$7.00 |
| Surcharges & fees | | |
| 11. Cost Assessment Charge | | \$8.24 |
| Government taxes & fees | | |
| 12. FL County Sales Tax | | \$0.28 |
| 13. FL Gross Receipts Tax | | \$2.28 |
| 14. FL Local Communications Tax | | \$2.05 |
| 15. FL State Communications Tax | | \$4.87 |
| 16. FL State Sales Tax | | \$2.94 |

Total for TV - U-verse TV **\$165.66**

We're committed to bringing you the ultimate entertainment experience.

What changed since last month?
 New rates took effect January 20, 2019.
 For more details, go to att.com/2019pricing.



Internet

| Monthly charges | Feb 16 - Mar 15 | |
|--|-----------------|-----------------|
| 1. Internet 1G / 1G (Promotional Offer) | | \$620.00 |
| Surcharges & fees | | |
| 2. Cost Assessment Charge | | \$35.03 |
| Total for Internet | | \$655.03 |

Phone

| Monthly charges | Feb 16 - Mar 15 | |
|---|-----------------|-----------------|
| 1. Phone International Plus 904.679.5523 (Promotional Offer) | | \$30.00 |
| 2. Phone 904.679.5913 | | \$30.00 |
| 3. Phone 904.679.5733 | | \$30.00 |
| Surcharges & fees | | |
| 4. Cost Assessment Charge | | \$1.77 |
| 5. FL County 911 Service Fee | | \$1.20 |
| 6. Federal Universal Service Charge | | \$11.68 |
| Government taxes & fees | | |
| 7. FL Gross Receipts Tax | | \$2.40 |
| 8. FL Local Communications Tax | | \$2.16 |
| 9. FL State Communications Tax | | \$5.16 |
| Total for Phone | | \$114.37 |

Usage summary

| 904.679.5523 | Used |
|------------------------------|------|
| Minute allowance (unlimited) | 137 |

Important information

Late payment charge

A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to

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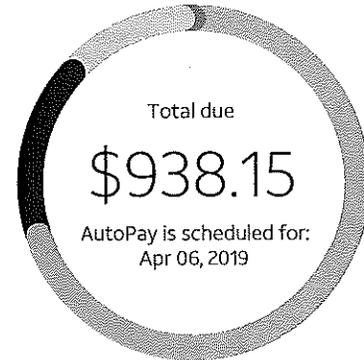


- RIVERS EDGE CDD
475 W TOWN PL STE 114
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Page: 1 of 3
Issue Date: Mar 15, 2019
Account Number: 257994519

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Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.



Account summary

| | |
|------------------------------|---------------|
| Your last bill | \$945.06 |
| Payment, Mar 09 - Thank you! | -\$945.06 |
| Remaining balance | \$0.00 |

Service summary

| | |
|-------------------------------|-----------------|
| Account charges <i>Page 2</i> | \$10.00 |
| TV <i>Page 2</i> | \$158.75 |
| Internet <i>Page 2</i> | \$655.03 |
| Phone <i>Page 3</i> | \$114.37 |
| Total services | \$938.15 |

Total due **\$938.15**

AutoPay is scheduled to debit your bank account on Apr 06, 2019

Ways to pay and manage your account:

att.com/myatt

myAT&T app
iPhone and Android

Ordering, billing or support
800.321.2000
TTY: 800.651.5111



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

**AutoPay of \$938.15 is scheduled for
Apr 06, 2019**

Account number: 257994519

AT&T
PO BOX 105251
ATLANTA, GA 30348-5251

41004056000257994519300000009450600000093815000000

Service activity **Account charges**

| | | |
|--|-----------------|----------------|
| Monthly charges | Mar 16 - Apr 15 | |
| Tech360 | | |
| <i>Questions about charges listed in this section? Call us at 877.888.7360</i> | | |
| 1. Internet Backup | | \$10.00 |
| Total for Account charges | | \$10.00 |

 **TV - U-verse TV**

| | | |
|------------------------------------|-----------------|-----------------|
| Monthly charges | Mar 16 - Apr 15 | |
| 1. AT&T U-verse TV BPO - Deluxe | | \$80.00 |
| 2. HD Technology Fee | | \$10.00 |
| 3. Receiver Fee | | \$7.00 |
| 4. Receiver Fee | | \$7.00 |
| 5. Receiver Fee | | \$7.00 |
| 6. Receiver Fee | | \$7.00 |
| 7. Receiver Fee | | \$7.00 |
| 8. Receiver Fee | | \$7.00 |
| 9. Receiver Fee | | \$7.00 |
| Surcharges & fees | | |
| 10. Cost Assessment Charge | | \$7.90 |
| Government taxes & fees | | |
| 11. FL County Sales Tax | | \$0.28 |
| 12. FL Gross Receipts Tax | | \$2.14 |
| 13. FL Local Communications Tax | | \$1.92 |
| 14. FL State Communications Tax | | \$4.57 |
| 15. FL State Sales Tax | | \$2.94 |
| Total for TV - U-verse TV | | \$158.75 |

 **Internet**

| | | |
|--|-----------------|----------|
| Monthly charges | Mar 16 - Apr 15 | |
| 1. Internet 1G / 1G (Promotional Offer) | | \$620.00 |

Internet continues...



...Internet continued

Surcharges & fees

2. Cost Assessment Charge \$35.03

Total for Internet \$655.03

Phone

Monthly charges

Mar 16 - Apr 15

- 1. Phone International Plus 904.679.5523 (Promotional Offer) \$30.00
- 2. Phone 904.679.5913 \$30.00
- 3. Phone 904.679.5733 \$30.00

Usage summary

| | |
|------------------------------|-------------|
| 904.679.5523 | <i>Used</i> |
| Minute allowance (unlimited) | 58 |

Surcharges & fees

- 4. Cost Assessment Charge \$1.77
- 5. FL County 911 Service Fee \$1.20
- 6. Federal Universal Service Charge \$11.68

Government taxes & fees

- 7. FL Gross Receipts Tax \$2.40
- 8. FL Local Communications Tax \$2.16
- 9. FL State Communications Tax \$5.16

Total for Phone \$114.37

Important information

Late payment charge

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Electronic check conversion

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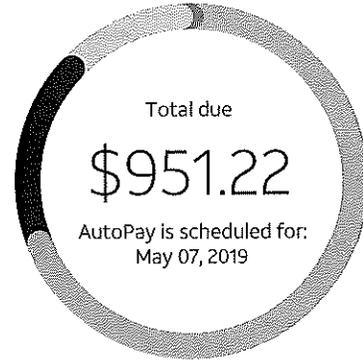


- RIVERS EDGE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

Page: 1 of 4
Issue Date: Apr 15, 2019
Account Number: 257994519

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Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.



Account summary

| | |
|------------------------------|---------------|
| Your last bill | \$938.15 |
| Payment, Apr 06 - Thank you! | -\$938.15 |
| Remaining balance | \$0.00 |

Service summary

| Service | Page | Amount | Last bill | Change | Category |
|-----------------------|--------|-----------------|-----------|----------|-------------------------|
| Account charges | Page 2 | \$10.00 | \$10.00 | \$0.00 | |
| TV | Page 2 | \$172.58 | \$158.75 | +\$13.83 | < Purchases |
| Internet | Page 3 | \$655.03 | \$655.03 | \$0.00 | |
| Phone | Page 3 | \$113.61 | \$114.37 | -\$0.76 | < Taxes/Fees/Surcharges |
| Total services | | \$951.22 | | | |

Total due \$951.22
AutoPay is scheduled to debit your bank account on May 07, 2019

Ways to pay and manage your account:

- att.com/myatt
- myAT&T app**
iPhone and Android
- Ordering, billing or support**
800.321.2000
TTY: 800.651.5111



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

AutoPay of \$951.22 is scheduled for May 07, 2019
Account number: 257994519

AT&T
PO BOX 105251
ATLANTA, GA 30348-5251

Service activity

Account charges

| Monthly charges | | <i>Apr 16 - May 15</i> |
|---|--|------------------------|
| Tech support 360 | | |
| <i>Questions about charges listed in this section? Call us at 877888.7360</i> | | |
| 1. Internet Backup | | \$10.00 |
| Total for Account charges | | \$10.00 |


TV - U-verse TV

| Activity since last bill | | <i>Mar 16 - Apr 15</i> | |
|--|---------------|------------------------|-----------------------|
| 1. On demand: Fantastic Beasts: The Crimes of Grindelwald (HD) (Just In) | <i>Mar 20</i> | \$6.00 | <i>< Purchases</i> |
| 2. On demand: Bumblebee (HD) (Just In) | <i>Apr 10</i> | \$6.00 | <i>< Purchases</i> |
| Monthly charges | | <i>Apr 16 - May 15</i> | |
| 3. AT&T U-verse TV BPO - Deluxe | | \$80.00 | |
| 4. HD Technology Fee | | \$10.00 | |
| 5. Receiver Fee | | \$7.00 | |
| 6. Receiver Fee | | \$7.00 | |
| 7. Receiver Fee | | \$7.00 | |
| 8. Receiver Fee | | \$7.00 | |
| 9. Receiver Fee | | \$7.00 | |
| 10. Receiver Fee | | \$7.00 | |
| 11. Receiver Fee | | \$7.00 | |
| Surcharges & fees | | | |
| 12. Cost Assessment Charge | | \$8.58 | |
| Government taxes & fees | | | |
| 13. FL County Sales Tax | | \$0.28 | |
| 14. FL Gross Receipts Tax | | \$2.42 | |
| 15. FL Local Communications Tax | | \$2.18 | |
| 16. FL State Communications Tax | | \$5.18 | |
| 17. FL State Sales Tax | | \$2.94 | |
| Total for TV - U-verse TV | | | \$172.58 |



Internet

| Monthly charges | Apr 16 - May 15 | |
|--|-----------------|-----------------|
| 1. Internet 1G / 1G (Promotional Offer) | | \$620.00 |
| Surcharges & fees | | |
| 2. Cost Assessment Charge | | \$35.03 |
| Total for Internet | | \$655.03 |

Phone

| Monthly charges | Apr 16 - May 15 | |
|---|-----------------|-----------------|
| 1. Phone International Plus 904.679.5523 (Promotional Offer) | | \$30.00 |
| 2. Phone 904.679.5913 | | \$30.00 |
| 3. Phone 904.679.5733 | | \$30.00 |
| Surcharges & fees | | |
| 4. Cost Assessment Charge | | \$1.77 |
| 5. FL County 911 Service Fee | | \$1.20 |
| 6. Federal Universal Service Charge | | \$10.97 |
| Government taxes & fees | | |
| 7. FL Gross Receipts Tax | | \$2.39 |
| 8. FL Local Communications Tax | | \$2.16 |
| 9. FL State Communications Tax | | \$5.12 |
| Total for Phone | | \$113.61 |

Usage summary

| 904.679.5523 | Used |
|------------------------------|------|
| Minute allowance (unlimited) | 98 |

Important information

Late payment charge

A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

Electronic check conversion

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- RIVERS EDGE CDD
475 W TOWN PL STE 114
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Page: 1 of 3
Issue Date: May 15, 2019
Account Number: 257994519

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Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.



Account summary

| | |
|------------------------------|---------------|
| Your last bill | \$951.22 |
| Payment, May 07 - Thank you! | -\$951.22 |
| Remaining balance | \$0.00 |

Service summary

| | |
|-------------------------------|-----------------|
| Account charges <i>Page 2</i> | \$10.00 |
| TV <i>Page 2</i> | \$158.75 |
| Internet <i>Page 2</i> | \$655.03 |
| Phone <i>Page 3</i> | \$113.61 |
| Total services | \$937.39 |

Total due \$937.39

AutoPay is scheduled to debit your bank account on Jun 06, 2019

Ways to pay and manage your account:

att.com/myatt

myAT&T app
iPhone and Android

Ordering, billing or support
800.321.2000
TTY: 800.651.5111



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

AutoPay of \$937.39 is scheduled for Jun 06, 2019

Account number: 257994519

AT&T
PO BOX 105251
ATLANTA, GA 30348-5251

410040560002579945193000000095122000000093739000007

Service activity **Account charges**

| | | |
|--|------------------------|----------------|
| Monthly charges | <i>May 16 - Jun 15</i> | |
| Tech support 360 | | |
| <i>Questions about charges listed in this section? Call us at 877.888.7360</i> | | |
| 1. Internet Backup | | \$10.00 |
| Total for Account charges | | \$10.00 |

 **TV - U-verse TV**

| | | |
|------------------------------------|------------------------|-----------------|
| Monthly charges | <i>May 16 - Jun 15</i> | |
| 1. AT&T U-verse TV BPO - Deluxe | | \$80.00 |
| 2. HD Technology Fee | | \$10.00 |
| 3. Receiver Fee | | \$7.00 |
| 4. Receiver Fee | | \$7.00 |
| 5. Receiver Fee | | \$7.00 |
| 6. Receiver Fee | | \$7.00 |
| 7. Receiver Fee | | \$7.00 |
| 8. Receiver Fee | | \$7.00 |
| 9. Receiver Fee | | \$7.00 |
| Surcharges & fees | | |
| 10. Cost Assessment Charge | | \$7.90 |
| Government taxes & fees | | |
| 11. FL County Sales Tax | | \$0.28 |
| 12. FL Gross Receipts Tax | | \$2.14 |
| 13. FL Local Communications Tax | | \$1.92 |
| 14. FL State Communications Tax | | \$4.57 |
| 15. FL State Sales Tax | | \$2.94 |
| Total for TV - U-verse TV | | \$158.75 |

 **Internet**

| | | |
|---|------------------------|----------|
| Monthly charges | <i>May 16 - Jun 15</i> | |
| 1. Internet 1G / 1G <i>(Promotional Offer)</i> | | \$620.00 |

Internet continues...



...Internet continued

Surcharges & fees

2. Cost Assessment Charge \$35.03

Total for Internet \$655.03

Phone

Monthly charges

May 16 - Jun 15

1. Phone International Plus 904.679.5523 (Promotional Offer) \$30.00
 2. Phone 904.679.5913 \$30.00
 3. Phone 904.679.5733 \$30.00

Usage summary

| 904.679.5523 | Used |
|------------------------------|------|
| Minute allowance (unlimited) | 86 |

Surcharges & fees

4. Cost Assessment Charge \$1.77
 5. FL County 911 Service Fee \$1.20
 6. Federal Universal Service Charge \$10.97

Government taxes & fees

7. FL Gross Receipts Tax \$2.39
 8. FL Local Communications Tax \$2.16
 9. FL State Communications Tax \$5.12

Total for Phone \$113.61

Important information

Late payment charge

A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

U-verse closed-captioning issues

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314.235.3333, fax 314.335.5735 or mail to AT&T Closed Captioning, ATTN: Mr. Timmermans, 1010 Pine St, 11E-X-04, St. Louis, MO 63101.

Legal notification

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AT&T U-verseSM TV, AT&T Internet and AT&T Phone provided by AT&T Florida.

Application Services are provided by AT&T Corp.
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- RIVERS EDGE CDD
475 W TOWN PL STE 114
ST AUGUSTINE FL 32092-3649

Page: 1 of 3
Issue Date: Jun 15, 2019
Account Number: 257994519

One little change can help make a difference. Go paperless today. Get more convenience, plus help reduce paper waste! Update your billing preferences at att.com/paperless

Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.



Account summary

| | |
|------------------------------|---------------|
| Your last bill | \$937.39 |
| Payment, Jun 06 - Thank you! | -\$937.39 |
| Remaining balance | \$0.00 |

Service summary

| | |
|-------------------------------|-----------------|
| Account charges <i>Page 2</i> | \$10.00 |
| TV <i>Page 2</i> | \$158.75 |
| Internet <i>Page 2</i> | \$655.03 |
| Phone <i>Page 3</i> | \$113.61 |
| Total services | \$937.39 |

Total due \$937.39

AutoPay is scheduled to debit your bank account on Jul 07, 2019

Ways to pay and manage your account:

att.com/myatt

myAT&T app
iPhone and Android

Ordering, billing or support
800.321.2000
TTY: 800.651.5111



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

AutoPay of \$937.39 is scheduled for Jul 07, 2019

Account number: 257994519

AT&T
PO BOX 105251
ATLANTA, GA 30348-5251

41004056000257994519300000009373900000093739000000

Service activity **Account charges**

| | | |
|--|-----------------|----------------|
| Monthly charges | Jun 16 - Jul 15 | |
| Tech support 360 | | |
| <i>Questions about charges listed in this section? Call us at 877.888.7360</i> | | |
| 1. Internet Backup | | \$10.00 |
| Total for Account charges | | \$10.00 |

 **TV - U-verse TV**

| | | |
|------------------------------------|-----------------|-----------------|
| Monthly charges | Jun 16 - Jul 15 | |
| 1. AT&T U-verse TV BPO - Deluxe | | \$80.00 |
| 2. HD Technology Fee | | \$10.00 |
| 3. Receiver Fee | | \$7.00 |
| 4. Receiver Fee | | \$7.00 |
| 5. Receiver Fee | | \$7.00 |
| 6. Receiver Fee | | \$7.00 |
| 7. Receiver Fee | | \$7.00 |
| 8. Receiver Fee | | \$7.00 |
| 9. Receiver Fee | | \$7.00 |
| Surcharges & fees | | |
| 10. Cost Assessment Charge | | \$7.90 |
| Government taxes & fees | | |
| 11. FL County Sales Tax | | \$0.28 |
| 12. FL Gross Receipts Tax | | \$2.14 |
| 13. FL Local Communications Tax | | \$1.92 |
| 14. FL State Communications Tax | | \$4.57 |
| 15. FL State Sales Tax | | \$2.94 |
| Total for TV - U-verse TV | | \$158.75 |

 **Internet**

| | | |
|---|-----------------|----------|
| Monthly charges | Jun 16 - Jul 15 | |
| 1. Internet 1G / 1G <i>(Promotional Offer)</i> | | \$620.00 |

Internet continues...



...Internet continued

Surcharges & fees

2. Cost Assessment Charge \$35.03

Total for Internet \$655.03

Phone

Monthly charges

Jun 16 - Jul 15

- 1. Phone International Plus 904.679.5523 (Promotional Offer) \$30.00
- 2. Phone 904.679.5913 \$30.00
- 3. Phone 904.679.5733 \$30.00

Usage summary

| 904.679.5523 | Used |
|------------------------------|------|
| Minute allowance (unlimited) | 108 |

Surcharges & fees

- 4. Cost Assessment Charge \$1.77
- 5. FL County 911 Service Fee \$1.20
- 6. Federal Universal Service Charge \$10.97

Government taxes & fees

- 7. FL Gross Receipts Tax \$2.39
- 8. FL Local Communications Tax \$2.16
- 9. FL State Communications Tax \$5.12

Total for Phone \$113.61

Important information

Late payment charge

A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will be destroyed once processed. If your check is returned unpaid you agree to pay such fees as identified in the terms and conditions of your agreement, up to \$30. Returned checks may be presented electronically. If you want to save time and stamps, sign up for AutoPay at att.com/autopay using your checking account. It's easy, secure, and convenient!

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Legal notification

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

Page: 1 of 3
Issue Date: Jul 15, 2019
Account Number: 257994519

One little change can help make a difference. Go paperless today. Get more convenience, plus help reduce paper waste! Update your billing preferences at att.com/paperless

Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.



Account summary

| | |
|------------------------------|---------------|
| Your last bill | \$937.39 |
| Payment, Jul 07 - Thank you! | -\$937.39 |
| Remaining balance | \$0.00 |

Service summary

| | | |
|-----------------------|--------|-----------------|
| Account charges | Page 2 | \$10.00 |
| TV | Page 2 | \$158.75 |
| Internet | Page 2 | \$655.03 |
| Phone | Page 3 | \$117.19 |
| Total services | | \$940.97 |

Total due \$940.97

AutoPay is scheduled to debit your bank account on Aug 05, 2019

Ways to pay and manage your account:

att.com/myatt

myAT&T app
iPhone and Android

Ordering, billing or support
800.321.2000
TTY: 800.651.5111



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

AutoPay of \$940.97 is scheduled for Aug 05, 2019

Account number: 257994519

AT&T
PO BOX 105251
ATLANTA, GA 30348-5251

4100405600025799451930000009373900000094097000002

Service activity **Account charges**

| | | |
|--|-----------------|----------------|
| Monthly charges | Jul 16 - Aug 15 | |
| Tech support 360 | | |
| <i>Questions about charges listed in this section? Call us at 877.888.7360</i> | | |
| 1. Internet Backup | | \$10.00 |
| Total for Account charges | | \$10.00 |

 **TV - U-verse TV**

| | | |
|------------------------------------|-----------------|-----------------|
| Monthly charges | Jul 16 - Aug 15 | |
| 1. AT&T U-verse TV BPO - Deluxe | | \$80.00 |
| 2. HD Technology Fee | | \$10.00 |
| 3. Receiver Fee | | \$7.00 |
| 4. Receiver Fee | | \$7.00 |
| 5. Receiver Fee | | \$7.00 |
| 6. Receiver Fee | | \$7.00 |
| 7. Receiver Fee | | \$7.00 |
| 8. Receiver Fee | | \$7.00 |
| 9. Receiver Fee | | \$7.00 |
| Surcharges & fees | | |
| 10. Cost Assessment Charge | | \$7.90 |
| Government taxes & fees | | |
| 11. FL County Sales Tax | | \$0.28 |
| 12. FL Gross Receipts Tax | | \$2.14 |
| 13. FL Local Communications Tax | | \$1.92 |
| 14. FL State Communications Tax | | \$4.57 |
| 15. FL State Sales Tax | | \$2.94 |
| Total for TV - U-verse TV | | \$158.75 |

 **Internet**

| | | |
|---|-----------------|----------|
| Monthly charges | Jul 16 - Aug 15 | |
| 1. Internet 1G / 1G <i>(Promotional Offer)</i> | | \$620.00 |

Internet continues...



...Internet continued

Surcharges & fees

2. Cost Assessment Charge \$35.03

Total for Internet \$655.03

Phone

Monthly charges

Jul 16 - Aug 15

- 1. Phone International Plus 904.679.5523 (Promotional Offer) \$30.00
- 2. Phone 904.679.5913 \$30.00
- 3. Phone 904.679.5733 \$30.00

Usage summary

| | |
|------------------------------|-------------|
| 904,679,5523 | <i>Used</i> |
| Minute allowance (unlimited) | 162 |

Surcharges & fees

- 4. Cost Assessment Charge \$1.77
- 5. FL County 911 Service Fee \$1.20
- 6. Federal Universal Service Charge \$14.27

Government taxes & fees

- 7. FL Gross Receipts Tax \$2.47
- 8. FL Local Communications Tax \$2.21
- 9. FL State Communications Tax \$5.27

Total for Phone \$117.19

News you can use

Cost assessment

Effective October 1, 2019, there will be an increase in the AT&T Cost Assessment Charge used to recover AT&T property taxes. The monthly rate will be 7.00% of your total AT&T Business Internet, Phone and/or U-verse TV monthly charges. This charge is not a tax or fee that the government requires AT&T to collect from its customers. For more information, please contact an AT&T representative at the phone number listed on the front of your bill.

Important information

Late payment charge

A late payment charge of \$9.25 will be assessed if payment is not received on or before the due date.

Electronic check conversion

Paying by check authorizes AT&T to use the information from your check to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as your payment is received. If we cannot process the transaction electronically, you authorize AT&T to present an image copy of your check for payment. Your original check will

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

Page: 1 of 4
 Issue Date: Aug 15, 2019
 Account Number: 257994519

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Managing your AT&T bills, products, and services on the go? It's a snap with myAT&T. Go to att.com/myatt to sign in or sign up.



Account summary

| | |
|------------------------------|---------------|
| Your last bill | \$940.97 |
| Payment, Aug 06 - Thank you! | -\$940.97 |
| Remaining balance | \$0.00 |

Service summary

| | |
|-------------------------------|-----------------|
| Account charges <i>Page 2</i> | \$10.00 |
| TV <i>Page 2</i> | \$158.74 |
| Internet <i>Page 3</i> | \$655.03 |
| Phone <i>Page 3</i> | \$117.19 |
| Total services | \$940.96 |

Total due \$940.96
 AutoPay is scheduled to debit your bank account on Sep 07, 2019

Ways to pay and manage your account:

myAT&T app
 iPhone and Android

att.com/pay

Ordering, billing or support
800.321.2000
 TTY: 800.651.5111



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

**AutoPay of \$940.96 is scheduled for
 Sep 07, 2019**
 Account number: 257994519

AT&T
 PO BOX 105251
 ATLANTA, GA 30348-5251

410040560002579945193000000094097000000094096000006

Service activity

Account charges

| Monthly charges | | Aug 16 - Sep 15 |
|--|--|-----------------|
| Tech support 360 | | |
| <i>Questions about charges listed in this section? Call us at 877.888.7360</i> | | |
| 1. Internet Backup | | \$10.00 |
| Total for Account charges | | \$10.00 |


TV - U-verse TV

| Activity since last bill | | Jul 16 - Aug 15 | |
|----------------------------------|--|-----------------|--|
| 1. Receiver Fee | | Jul 29 - Aug 15 | -\$3.97 < Service changed on Jul 29 - partial month credit |
| 2. Receiver Fee | | Jul 29 - Aug 15 | \$3.97 < Service changed on Jul 29 - partial month charge |
| Monthly charges | | Aug 16 - Sep 15 | |
| 3. AT&T U-verse TV BPO - Deluxe | | | \$80.00 |
| 4. HD Technology Fee | | | \$10.00 |
| 5. Receiver Fee | | | \$7.00 |
| 6. Receiver Fee | | | \$7.00 |
| 7. Receiver Fee | | | \$7.00 |
| 8. Receiver Fee | | | \$7.00 |
| 9. Receiver Fee | | | \$7.00 |
| 10. Receiver Fee | | | \$7.00 |
| 11. Receiver Fee | | | \$7.00 |
| Surcharges & fees | | | |
| 12. Cost Assessment Charge | | | \$7.89 |
| Government taxes & fees | | | |
| 13. FL County Sales Tax | | | \$0.28 |
| 14. FL Gross Receipts Tax | | | \$2.14 |
| 15. FL Local Communications Tax | | | \$1.92 |
| 16. FL State Communications Tax | | | \$4.57 |
| 17. FL State Sales Tax | | | \$2.94 |
| Total for TV - U-verse TV | | | \$158.74 |



Internet

| Monthly charges | Aug 16 - Sep 15 | |
|--|-----------------|-----------------|
| 1. Internet 1G / 1G (Promotional Offer) | | \$620.00 |
| Surcharges & fees | | |
| 2. Cost Assessment Charge | | \$35.03 |
| Total for Internet | | \$655.03 |

Phone

| Monthly charges | Aug 16 - Sep 15 | |
|---|-----------------|-----------------|
| 1. Phone International Plus 904.679.5523 (Promotional Offer) | | \$30.00 |
| 2. Phone 904.679.5913 | | \$30.00 |
| 3. Phone 904.679.5733 | | \$30.00 |
| Surcharges & fees | | |
| 4. Cost Assessment Charge | | \$1.77 |
| 5. FL County 911 Service Fee | | \$1.20 |
| 6. Federal Universal Service Charge | | \$14.27 |
| Government taxes & fees | | |
| 7. FL Gross Receipts Tax | | \$2.47 |
| 8. FL Local Communications Tax | | \$2.21 |
| 9. FL State Communications Tax | | \$5.27 |
| Total for Phone | | \$117.19 |

Usage summary

| 904.679.5523 | Used |
|------------------------------|------|
| Minute allowance (unlimited) | 135 |

Important information

Late payment charge

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Electronic check conversion

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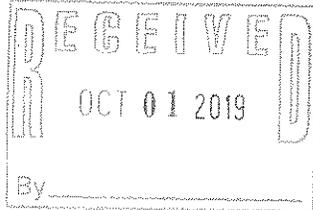
The Heritage Singers of Jacksonville, Inc.

INVOICE

44087 Woodside Lane
 Callahan, FL 32011
 904-434-4625

DATE: 6.10.19
INVOICE # 1
FOR: RiverTown Concert

Bill To:
 River's Edge CC
 140 Landing Street
 St. Johns, FL 32259
 904.679.5523



1.300.155.100
 83

| DESCRIPTION | AMOUNT |
|---|-----------|
| December 2019 One Hour Holiday Concert at RiverTown | \$ 500.00 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| TOTAL | \$ 500.00 |

Make B28check payable to The Heritage Singers of Jacksonville, Inc.

If you have any questions concerning this invoice, please contact Deborah Dell at 904-507-9520, or email heritagesingersjax@aol.com

THANK YOU FOR YOUR BUSINESS!

| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
|--|---------------------|------------------------|-------------------------|---------------|--------------|-----------|--------|------------|----|
| START STOP | NEWSPAPER REFERENCE | DESCRIPTION | PRODUCT | SAU SIZE | BILLED UNITS | TIMES RUN | RATE | AMOUNT | |
| 09/01 | | Balance Forward | | | | | | \$2,558.11 | |
| 09/23 | P103885 | Payment - Lockbox 2458 | | | | | | \$-215.40 | |
| 09/23 | P103886 | Payment - Lockbox 244 | | | | | | \$-76.29 | |
| 09/18 09/18 | I03214024-09182019 | Annual Schedule | SA St Augustine Record | 1.00 x 6.0000 | 6 | 1 | \$8.98 | \$53.88 | |
| 09/18 09/18 | I03214024-09182019 | Annual Schedule | SA St Aug Record Online | 1.00 x 6.0000 | 6 | 1 | \$8.97 | \$53.82 | |
| PREVIOUS AMOUNT OWED: | | | | | \$2,558.11 | | | | |
| NEW CHARGES THIS PERIOD: | | | | | \$107.70 | | | | |
| CASH THIS PERIOD: | | | | | (\$291.69) | | | | |
| DEBIT ADJUSTMENTS THIS PERIOD: | | | | | \$0.00 | | | | |
| CREDIT ADJUSTMENTS THIS PERIOD: | | | | | \$0.00 | | | | |
| We appreciate your business. | | | | | | | | | |
| So that we may serve you better, please remit the amount due. New business is dependent on prompt payments. Please include the remittance stub and input your account number on your check. Thank you. | | | | | | | | | |



INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



| | | | | | | | | | |
|-----------------------------------|--------------------|------------------------|-------------------------|---------|-----------------------|--------------------|--------------------------|------------------|------------------------|
| 21 | CURRENT NET AMOUNT | 22 | 30 DAYS | 60 DAYS | OVER 90 DAYS | * UNAPPLIED AMOUNT | 23 | TOTAL AMOUNT DUE | |
| | \$107.70 | | \$2,266.42 | \$0.00 | \$0.00 | \$0.00 | | \$2,374.12 | |
| SALES REP/PHONE # | | ADVERTISER INFORMATION | | | | | | | |
| Melissa Rhinehart 904-819-3423 | | 1 | BILLING PERIOD | 6 | BILLED ACCOUNT NUMBER | 7 | ADVERTISER/CLIENT NUMBER | 2 | ADVERTISER/CLIENT NAME |
| | | | 09/02/2019 - 09/29/2019 | | 34435 | | 34435 | | RIVERS EDGE II CDD |

MAKE CHECKS PAYABLE TO

The St. Augustine Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Payment is due upon receipt.

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



The St. Augustine Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

ADVERTISING INVOICE and STATEMENT

| | | | | | | | | | |
|---------|--------------------|-------------------------|------------------|--------------------|-----------------------|------------------------|--------------------------|------------------|------------------|
| 1 | | BILLING PERIOD | | 2 | | ADVERTISER/CLIENT NAME | | | |
| | | 09/02/2019 - 09/29/2019 | | | | RIVERS EDGE II CDD | | | |
| COMPANY | | 23 | TOTAL AMOUNT DUE | * UNAPPLIED AMOUNT | | 3 | | TERMS OF PAYMENT | |
| SA 7 | | | \$2,374.12 | | | | | NET 15 DAYS | |
| 21 | CURRENT NET AMOUNT | 22 | 30 DAYS | 60 DAYS | OVER 90 DAYS | | | | |
| | \$107.70 | | \$2,266.42 | \$0.00 | \$0.00 | | | | |
| 4 | PAGE # | 5 | BILLING DATE | 6 | BILLED ACCOUNT NUMBER | 7 | ADVERTISER/CLIENT NUMBER | 24 | STATEMENT NUMBER |
| | | | 09/29/2019 | | 34435 | | 34435 | | 000056072 |

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



8 - 2525

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



The St. Augustine Record
Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Wed, Sep 18, 2019
9:07:35AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augustine Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Acct: 34435
Phone: 8652382622
E-Mail:
Client: RIVERS EDGE II CDD

Name: RIVERS EDGE II CDD
Address: 475 WEST TOWN PLACE SUITE 114

City: SAINT AUGUSTINE **State:** FL **Zip:** 32092

Ad Number: 0003214024-01
Start: 09/18/2019
Placement: SA Legals
Copy Line: BOARD OF SUPERVISORS MEETING DATES RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT FOR FISCAL

Caller: COURTNEY HOGGE
Issues: 1
Rep: Melissa Rhinehart

Paytype: BILL
Stop: 09/18/2019

Lines 71
Depth 6.00
Columns 1

Price \$107.70

**BOARD OF SUPERVISORS
MEETING DATES RIVERS EDGE II
COMMUNITY DEVELOPMENT
DISTRICT FOR FISCAL
YEAR 2019-2020**

The Board of Supervisors of the Rivers Edge II Community Development District will hold their regular meetings for Fiscal Year 2019-2020 at the RiverTown Amenity Center located at 156 Landing Street, St. Johns, Florida 32259 at 10:30 a.m. on the third Wednesday of each month unless otherwise indicated as follows:

- October 16, 2019
- November 20, 2019
- December 18, 2019
- January 15, 2020
- February 19, 2020
- March 18, 2020
- April 15, 2020
- May 20, 2020
- June 17, 2020
- July 15, 2020
- August 19, 2020 at 5:30 p.m.
- September 16, 2020

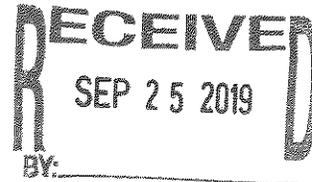
The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 or by calling (904) 940-5850.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (904) 940-5850 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Perry
District Manager
0003214024 September 18, 2019

1-31-513-48
28



THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE II CDD
475 WEST TOWN PLACE SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 34435
AD# 0003214024-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF MEETING** in the matter of **Annual Schedule** was published in said newspaper on **09/18/2019**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

BOARD OF SUPERVISORS
MEETING DATES RIVERS EDGE II
COMMUNITY DEVELOPMENT
DISTRICT FOR FISCAL
YEAR 2019-2020

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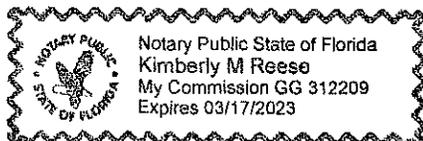
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James Perry
District Manager
0003214024 September 18, 2019

Sworn to and subscribed before me this 18 day of SEP 18 2019

by [Signature] who is personally known to me or who has produced as identification

[Signature]
(Signature of Notary Public)





St. Johns County
 Alarm Program
 P.O. BOX 142916
 Irving, TX 75014
 Customer Service: 1-888-471-9138

| PLEASE SEND ONLY CHECKS OR MONEY ORDERS | | |
|--|-------------------------------|---------------------------|
| MAKE CHECKS AND MONEY ORDERS PAYABLE TO | | |
| St. Johns County, Alarm Program | | |
| PERMIT NO: 44847 | INVOICE NO: 1813 | INVOICE DATE: 12-Apr-2019 |
| NAME: RIVERTOWN RIVER CLUB/MATTAMY HOMES | | |
| TOTAL DUE: \$12.50 | SHOW AMOUNT PAID HERE : \$ | |

MDG2019 00000163 01



RIVERTOWN RIVER CLUB/MATTAMY HOMES
 160 RIVERGLADE RUN
 Saint Johns, FL 32259

REMIT TO ADDRESS

St. Johns County Alarm Program
 P.O. Box 142916
 Irving, TX 75014

7 124 0000044847 0001813 0001250

PLEASE DETACH AND SEND THE ABOVE COPY WITH YOUR PAYMENT



St. Johns County
 Alarm Program
 P.O. BOX 142916
 Irving, TX 75014
 Customer Service: 1-888-471-9138

| | |
|-------------------------------------|---------------------------|
| PERMIT NO: 44847 | INVOICE DATE: 12-Apr-2019 |
| INVOICE NO: 1813 | DUE DATE: 26-Apr-2019 |
| PERMIT EXPIRATION DATE: 21-Mar-2019 | |

Alarm Location: RIVERTOWN RIVER CLUB/MATTAMY HOMES, 160 RIVERGLADE RUN, St. Johns, FL, 32259

Reminder

| ITEM# | ITEM DESCRIPTION | INVOICE NO | OFFENSE NO | DATE | TIME | AMOUNT |
|-----------------------------|------------------------------|------------|------------|------|------|----------------|
| 1 | Alarm Permit Renewal Charges | 1813 | | | | \$12.50 |
| Total Amount Payable | | | | | | \$12.50 |

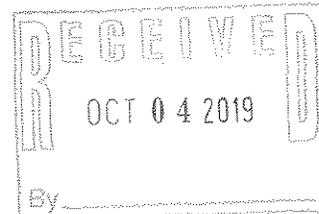
Please send only checks or money orders. To pay this bill online, please visit <http://www.famspermit.com/StJohnsCounty>. You can also login



- To update your contact information
- Review / change your permit information
- View the most current alarm ordinance
- Alternatively scan QR code to pay

1-31-513-49

84





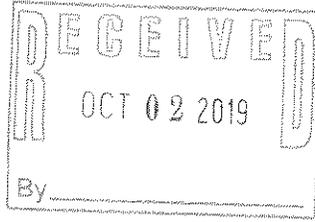
Invoice

Invoice #: 1452B

Date: 10/01/19

Customer PO:

DUE DATE: 10/31/19



BILL TO

RiverTown
Rivers Edge Shared CDD
475 West Town Place, Suite 114
Saint Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

DESCRIPTION

#57 - Standard Maintenance Contract October 2019

AMOUNT

\$37,987.71

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$37,987.71

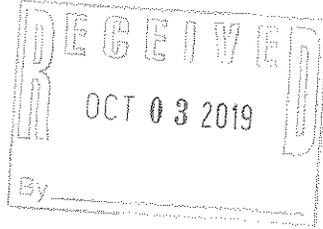
1-32-572-461
5)



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice # 360899
Date 10/1/2019
Terms Net 30
Due Date 10/31/2019
Memo Rivers Edge CDDII



Bill To
Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092

| Description | Quantity | Rate | Amount |
|-----------------------------|----------|------|----------|
| Field Operations Manager | 1 | | 2,639.38 |
| General & Lifestyle Manager | 1 | | 5,428.96 |
| Hospitality Services | 1 | | 9,366.67 |
| Community Maintenance Staff | 1 | | 3,500.00 |
| Pool Maintenance | 1 | | 1,518.75 |
| Janitorial Maintenance | 1 | | 1,344.37 |

Thank you for your business. **10** **Total** **\$23,798.13**

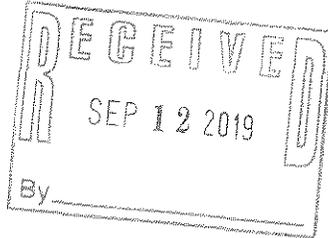


Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice # 360621
Date 8/31/2019
Terms Net 30
Due Date 9/30/2019
Memo RECDD II

Bill To
Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092



| Description | Quantity | Rate | Amount |
|--|----------|------|---------------|
| Billable Expenses | | | |
| Z. Davidson - Batteries Plus; Battery for sink (RECDD2) ^{RR} | | | 13.90 |
| M. Pollicino - Amazon; Movie for dive-in movie night. ^{SE} | | | 21.29 |
| Z. Davidson - Pinch A Penny; Chlorine for pool and R3 test solution ^{RR} (RECDD2) | | | 23.42 |
| M. Pollicino - Constant Contact; Email newsletters for the neighborhood. RE ₀₅ CDD I & II. | | | 35.00 |
| M. Pollicino - Walmart; Items for ice cream sundae bar. ^{SE} | | | 223.23 |
| Total Billable Expenses | | | 316.84 |

Total \$316.84

Approved RECDD II
Jason Davidson

Jason Davidson

Batteries + Bulbs

Batteries Plus Bulbs #052
1099 I-56 San Jose Blvd
Jacksonville, FL 32223
(904) 660-2600

Receipt

Customer: MICHAEL SUTZILLER, FL 32223
Customer #: 12223

Sale Items

RAYRL223A-1 1 @ 13.90 13.90
EVL THERRA IPI
RAYRL223A-1

Item Subtotal 13.90

Tax 0.00

Total 13.90

AMEX **** * 13.90
DAVID LEON ZACHAR
Chip 85 8970

[Handwritten Signature]

Customer Signature

Sale Amount Received **13.90**
Items Sold



P17457613

052-02 8/2/2019 2:52:23 PM
Arunning

Thank you for your purchase!

We'd love your feedback!

Visit batteriesplus.com/feedback

Enter code **2HIP08Q4U** to take a short
survey at the Batteries Plus Bulbs #52

Customer Copy - Please retain for your records

amazon.com

Details for Order #111-2843934-8461827Print this page for your records.

Order Placed: August 19, 2019
Amazon.com order number: 111-2843934-8461827
Order Total: \$21.29

Not Yet Shipped**Items Ordered**

1 of: *The Secret Life of Pets 2*, Kevin Hart
 Sold by: Amazon.com Services, Inc

Price

\$19.99

Condition: New

Shipping Address:

Marcy Pollicino
 1749 Pennan Place
 Saint Johns, FL 32259
 United States

Shipping Speed:

Two-Day Shipping

Payment information**Payment Method:**

American Express | Last digits: 1406

Item(s) Subtotal: \$19.99

Shipping & Handling: \$0.00

Billing address

Marcy Pollicino
 245 Riverside Ave
 Suite 250
 Jacksonville, Florida 32202
 United States

Total before tax: \$19.99

Estimated tax to be collected: \$1.30

Grand Total: \$21.29To view the status of your order, return to [Order Summary](#).[Conditions of Use](#) | [Privacy Notice](#) © 1996-2019, Amazon.com, Inc. or its affiliates

PINCH-A-PENNY POOL-PATIO-SPA

The Perfect People For A Perfect Pool

 Like Us on Facebook
For Our Special Offers!

Pinch A Penny 148
625 State Road 13
St. Johns, FL 32259
Phone: 904-230-9299

Sales Receipt

Transaction #: 681225
Date: 8/15/2019 Time: 11:53:55 AM
Cashier: Hunter DeRuiter Register #: 7

| Item | Description | Amount |
|------------------------|------------------------|----------|
| 00000018 | LIQUID CHLORINE | \$19.90 |
| | Discount | (\$4.90) |
| | 4 JUG @ \$3.75 | |
| 09921107 | TAYLOR RGHT #3 DPD .75 | \$6.99 |
| Sub Total | | \$21.99 |
| Sales Tax | | \$1.43 |
| Total | | \$23.42 |
| AMEX Tendered | | \$23.42 |
| Card: XXXXXXXXXXXX1752 | | |
| Auth: 549245 | | |
| Change Due | | \$0.00 |

You saved \$4.90!

Thank you for shopping
Pinch A Penny 148
We hope you'll come back soon!

See back of receipt for your chance
to win \$1000 ID #:7N6XH9B1JH7

Walmart

Save money. Live better.

904-417-9638 Mgr:BOBBI JO SMITH
845 DURBIN PAVILION DR
ST JOHNS, FL 32259

| | | |
|--------------------|----------------|------------------|
| STM 00920 | OP# 000568 | TE# 05 TR# 01004 |
| QUAL IT IC | 007874231572 F | |
| 6 AT 1 FOR | 4.97 | 29.82 0 |
| QUAL IC VAN | 007874231573 F | |
| 2 AT 1 FOR | 5.87 | 11.74 0 |
| QUAL IC CHO | 007874231574 F | |
| 6 AT 1 FOR | 5.87 | 35.22 0 |
| MAINSTAYS M | 074938420800 | |
| 2 AT 1 FOR | 2.78 | 5.56 X |
| FOAM BOWLS | 007874212435 | |
| 4 AT 1 FOR | 1.67 | 6.68 X |
| FOAM BOWLS | 007874212435 | 1.67 X |
| ** VOIDED EN'RY ** | | |
| FOAM BOWLS | 007874212435 | 1.67-X |
| GREAT VALUE | 007874215280 F | |
| 4 AT 1 FOR | 4.88 | 19.52 M |
| GV WHIPTOP | 007874201711 F | |
| 8 AT 1 FOR | 2.98 | 23.84 0 |
| GV WHIPTOP | 007874201711 F | 2.98 0 |
| ** VOIDED EN'RY ** | | |
| GV WHIPTOP | 007874201711 F | 2.98-0 |
| GV FLAV MINI | 007874201867 F | |
| 4 AT 1 FOR | 0.92 | 3.68 0 |
| HSY CRNL SYR | 003400000366 F | |
| 3 AT 1 FOR | 2.20 | 6.84 M |
| ORED | 004400000327 F | |
| 6 AT 1 FOR | 3.56 | 21.36 M |
| GV MLK CHOC | 007874200061 F | |
| 6 AT 1 FOR | 3.98 | 23.88 M |
| CUTLERY | 007874208942 | 3.13 X |
| CUTLERY | 007874208942 | |
| 2 AT 1 FOR | 3.13 | 6.26 X |
| GV CHOC SYRP | 007874243033 F | 1.68 M |
| GV CHOC SYRP | 007874243033 F | 1.68 M |
| CHOC SPK TUB | 007874219925 F | |
| 2 AT 1 FOR | 3.24 | 6.48 T |
| RAIN SPRK TB | 007874216251 F | |
| 4 AT 1 FOR | 3.24 | 12.96 T |
| | SUBTOTAL | 220.33 |
| | TAX 1 | 6.500 % 2.69 |
| | PIF | 0.500 % 0.21 |
| | TOTAL | 223.23 |
| | AMEX TEND | 223.23 |

AMERICAN EXPRESS *** **** **2 404 1 0
 APPROVAL # 883305
 REF # 000100969736
 TRANS ID - 001119639032375
 AID A000000025010801
 FC 004R5738AC11700F6
 TERMINAL # 261070248
 *NO SIGNATURE REQUIRED

08/06/19 08:43:52
 CHANGE DUE 0.00

PIF Notice

YOUR RECEIPT CONTAINS A 0.50% PUBLIC
 INFRASTRUCTURE FEE, PAYABLE TO THE
 DPI COMMUNITY DEVELOPMENT DISTRICT.
 THE FEE IS COLLECTED AND USED TO
 FINANCE PUBLIC IMPROVEMENTS IN THE
 DISTRICT. THIS FEE IS NOT A TAX AND
 IS CHARGED IN ADDITION TO SALES TAX.
 THIS FEE BECOMES PART OF THE SALES
 PRICE AND IS SUBJECT TO SALES TAX.

ITEMS SOLD 62

TC# 2171 2464 6246 7802 2360 B



THANK YOU FOR SHOPPING WITH US
 08/06/19 08:43:52

CUSTOMER COPY

Scan with Walmart app to save receipts





Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice # 359422
Date 7/31/2019
Terms Net 30
Due Date 8/30/2019
Memo April-July RiverClub



Bill To
Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092

1.32.572.53
10

| Description | Quantity | Rate | Amount |
|--|----------|----------|----------|
| Riverclub Cafe Reconciliation April-July | 1 | 9,819.51 | 9,819.51 |

Thank you for your business.

Total \$9,819.51

| | <i>Oct.18</i> | <i>Nov.18</i> | <i>Dec.18</i> | <i>Jan.19</i> | <i>Feb.19</i> | <i>Mar. 19</i> | <i>April. 19</i> | <i>May. 19</i> | <i>June.19</i> | <i>July. 19</i> | Total |
|--------------------|---------------|---------------|---------------|---------------|---------------|----------------|------------------|----------------|----------------|-----------------|-------------|
| Gross Sales | \$10,227.97 | \$7,032.29 | \$7,094.59 | \$5,303.16 | \$5,866.45 | \$10,160.06 | \$10,922.00 | \$14,897.48 | \$13,679.59 | \$12,764.55 | \$97,948.14 |
| Cost of Goods Sold | \$5,548.15 | \$2,039.45 | \$3,666.97 | \$2,326.12 | \$2,479.65 | \$4,886.22 | \$4,955.73 | \$9,275.67 | \$5,369.13 | \$7,048.68 | \$47,595.77 |
| Labor | \$6,266.00 | \$4,385.40 | \$3,749.40 | \$2,014.40 | \$2,158.20 | \$3,023.80 | \$5,644.00 | \$6,118.40 | \$11,223.80 | \$10,564.20 | \$55,147.60 |
| Bank/SquareFees | \$429.29 | \$609.46 | \$284.32 | \$224.15 | \$238.21 | \$373.68 | \$386.21 | \$529.11 | \$508.25 | \$459.95 | \$4,042.63 |
| Net Profit/Loss | -\$2,015.47 | -\$2.02 | -\$606.10 | \$738.49 | \$990.39 | \$1,876.36 | -\$63.94 | -\$1,025.70 | -\$3,421.59 | -\$5,308.28 | -\$8,837.86 |



TechX Services, LLC

DBA: Jenkins Food Service Equipment & Supply
 PO Box 160189 Jacksonville, FL 32236
 Office: 904.356.9333 / Fax: 904.384.2610
www.techxservice.com
 Like us on Facebook!

Invoice

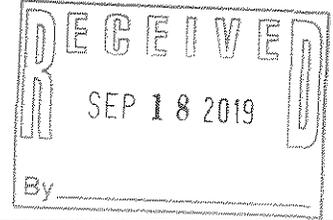
| | |
|-----------|-----------|
| Date | Invoice # |
| 8/26/2019 | 432346 |

Bill To

RIVERS EDGE CDD II
 ATTN: JASON DAVIDSON
 475 WEST TOWN PLACE
 SUITE 114
 ST AUGUSTINE, FL 32092

Ship To

RIVERTOWN Club Phase 2
 160 Riverglade Run
 ST JOHNS, FL



Thank you for your business!

1,32,572.60
85

| | | | | |
|----------|----------|--------|-----------|-----|
| S.O. No. | P.O. No. | Terms | Installer | Rep |
| 841224 | | Net 30 | | TEJ |

| Item | Description | Inv | U/M | Rate | Amount |
|----------------|--|-----|-----|----------|-----------|
| TJVULCANRI... | Item #4 - Range, 60", 6 Open Burners, 24" Griddle | 1 | ea | 4,674.00 | 4,674.00T |
| TJRR8 | CASTERS RR8 Casters (set of 8) | 1 | ea | 469.00 | 469.00T |
| TJHG4D48K | Item #4b- T&S BRASS HG-4D-48K Safe-T-Link Gas Connector Kit, 3/4" connection, 48"L, stainless steel braid with extruded coating, (1) quick disconnect, (1) street "EL", ball valve, restraining cable adjustable for 3' to 5' | 1 | ea | 174.00 | 174.00T |
| TJVULLG300R... | Gas Floor Fryer Vulcan LG300 (213.4 lbs total, Class: 85) Nontaxable 1 Year limited parts & labor warranty, standard 5 Year limited fry tank warranty (NOTE: If tank fails within the first year and verified by an authorized service agency, the entire LG fryer will be replaced), standard Gas type to be specified | 1 | ea | 1,122.00 | 1,122.00T |
| TJVSPGARD-G... | SPGARD-G/E Removable splash Guard, 10", stainless steel, for 35, 45, 50 & 65 lb fryers | 1 | ea | 125.00 | 125.00T |
| TJCASTERSRI... | CASTERS PLTMNT Set of 4 adjustable casters, 6" overall height, plate mount, (2) with brakes | 1 | ea | 217.00 | 217.00T |

| | |
|-------------------------|--|
| Subtotal | |
| Sales Tax (6.5%) | |
| Total | |
| Payments/Credits | |
| Balance Due | |

Approved RECDD 2
 Jason Davidson
Jason Davidson

E-mail

alex.partridge@techxservice.com



TechX Services, LLC

DBA: Jenkins Food Service Equipment & Supply
 PO Box 1601891 * Jacksonville, FL 32236
 Office: 904.356.9333 / Fax: 904.384.2610

www.techxservice.com



cnvoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 8/26/2019 | 432346 |

| |
|--|
| Bill To |
| RIVERS EDGE CDD II ATTN: JASON DAVIDSON 475 WEST TOWN PLACE SUITE 114 ST AUGUSTINE, FL 32092 |

| |
|--|
| Ship To |
| RIVERTOWN Club Phase 2 160 Riverglade Run ST JOHNS, FL |

Thank you for your business!

| | | | | |
|----------|----------|--------|-----------|-----|
| S.O. No. | P.O. No. | Terms | Installer | Rep |
| 841224 | | Net 30 | | TEJ |

| Item | Description | Inv | U/M | Rate | Amount |
|-----------------|---|-----|-----|----------|-----------|
| TJHG4D48K | T&S BRASS HG-4D-48K Safe-T-Link Gas Connector Kit, 3/4" connection, 48"L, stainless steel braid with extruded coating, (1) quick disconnect, (1) street "EL", ball valve, restraining cable adjustable for 3' to 5' | 1 | ea | 174.00 | 174.00T |
| TJBLPT48 | Item #6- SANDWICH/SALAD PREPARATION REFRIGERATOR Blue Air Commercial Refrigeration BLPT48 (256 lbs total, Class: 150) nontaxable | 1 | ea | 2,113.00 | 2,113.00T |
| TJBDOS1248RL... | Item #6a- BDOS1248 Double Tier Overshelf, 12" x 48" x 32"H, 18 ga. 430 stainless steel, stainless steel leg & socket, stainless steel bracket, carton box packaging | 1 | ea | 189.00 | 189.00T |
| FREIGHT EQU... | FREIGHT - EQUIPMENT ***PD 50% UPFRONT DEPOSIT \$4,841.50 FOR SO 841224 - RANGE AND \$462.50 FOR SO 841226 - DELIVERY CHECK # 000142 TOTAL DEPOSIT: \$5,304.00 SRR*** | 1 | | 350.00 | 350.00T |

| | |
|-------------------------|-------------|
| Subtotal | \$9,607.00 |
| Sales Tax (6.5%) | \$624.46 |
| Total | \$10,231.46 |
| Payments/Credits | \$0.00 |
| Balance Due | \$10,231.46 |

Payment for services rendered is due upon receipt of invoice. After 30 days from date of invoice, late charges of 1.5% will be assessed monthly and any legal/attorney fees will be charged for all late payments and collections.

| |
|--|
| E-mail |
| alex.partridge@techxservice.com |

C.

Rivers Edge II

Community Development District

Check Run Summary September 30, 2019

| Fund | Date | Check No. | Amount |
|---------------------|-------------|------------------|---------------------|
| General Fund | | | |
| | 9/16/19 | 224-248 | \$ 79,536.25 |
| | 9/27/19 | 249 | \$ 437.00 |
| Total | | | \$ 79,973.25 |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|----------------------------------|--------|----------|--------------|---------|
| 9/16/19 | 00065 | 7/17/19 | 19-2098 | 201907 | 320 | 57200 | 60000 | | APK AUSTIN, LLC | * | 311.00 | 311.00 | 000224 |
| ----- | | | | | | | | | | | | | |
| 9/16/19 | 00014 | 6/14/19 | 13759886 | 201906 | 320 | 57200 | 60000 | | DADE PAPER & BAG, LLC | * | 62.90 | 62.90 | 000225 |
| ----- | | | | | | | | | | | | | |
| 9/16/19 | 00014 | 8/02/19 | 13889076 | 201908 | 320 | 57200 | 60000 | | DADE PAPER & BAG, LLC | * | 25.60 | 25.60 | 000226 |
| ----- | | | | | | | | | | | | | |
| 9/16/19 | 00014 | 8/07/19 | 13901980 | 201908 | 320 | 57200 | 60000 | | DADE PAPER & BAG, LLC | * | 77.39 | 77.39 | 000227 |
| ----- | | | | | | | | | | | | | |
| 9/16/19 | 00069 | 7/12/19 | 36143 | 201907 | 320 | 57200 | 60000 | | DYNAMIC SECURITY | * | 225.00 | 225.00 | 000228 |
| ----- | | | | | | | | | | | | | |
| 9/16/19 | 00033 | 7/23/19 | 07232019 | 201908 | 300 | 15500 | 10000 | | ERIC ALABISO | * | 175.00 | 175.00 | 000229 |
| ----- | | | | | | | | | | | | | |
| 9/16/19 | 00070 | 8/08/19 | 08082019 | 201908 | 320 | 57200 | 60000 | | FLORIDA PRO COATING, INC | * | 3,890.00 | 6,230.00 | 000230 |
| | | 8/08/19 | 08082019 | 201908 | 320 | 57200 | 60000 | | | * | 2,340.00 | | |
| ----- | | | | | | | | | | | | | |
| 9/16/19 | 00068 | 1/22/19 | 1235 | 201908 | 300 | 15500 | 10000 | | FLORIDA TAX SEARCH, INC | * | 600.00 | 600.00 | 000231 |
| ----- | | | | | | | | | | | | | |
| 9/16/19 | 00002 | 8/01/19 | 16 | 201908 | 310 | 51300 | 34000 | | GOVERNMENTAL MANAGEMENT SERVICES | * | 2,500.00 | 2,730.55 | 000232 |
| | | 8/01/19 | 16 | 201908 | 310 | 51300 | 35100 | | | * | 100.00 | | |
| | | 8/01/19 | 16 | 201908 | 310 | 51300 | 51000 | | | * | 12.95 | | |
| | | 8/01/19 | 16 | 201908 | 310 | 51300 | 42500 | | | * | 117.60 | | |
| ----- | | | | | | | | | | | | | |
| 9/16/19 | 00004 | 7/16/19 | 108617 | 201906 | 310 | 51300 | 31500 | | HOPPING GREEN & SAMS | * | 2,819.43 | 2,819.43 | 000233 |

RED2 RIVERS EDGE II HSMITH

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|--|--------|----------|--------------|---------|
| 9/16/19 | 00004 | 7/16/19 | 108618 | 201906 | 310 | 51300 | 31500 | | JUN BOND VALIDATION HOPPING GREEN & SAMS | * | 1,164.96 | 1,164.96 | 000234 |
| 9/16/19 | 00004 | 7/16/19 | 108619 | 201906 | 310 | 51300 | 31500 | | JUN BOUNDRY AMENDMENT HOPPING GREEN & SAMS | * | 2,871.05 | 2,871.05 | 000235 |
| 9/16/19 | 00029 | 7/23/19 | 220 | 201908 | 320 | 57200 | 49400 | | MUSIC EVENT 8/2/19 KRISTINA ARANILLA | * | 200.00 | 200.00 | 000236 |
| 9/16/19 | 00053 | 7/16/19 | 757 | 201908 | 320 | 57200 | 49400 | | DJ ROSS EVENT 8/16/19 LIVE ENTERTAINMENT SOLUTIONS | * | 250.00 | 250.00 | 000237 |
| 9/16/19 | 00053 | 7/23/19 | 789 | 201908 | 300 | 15500 | 10000 | | DJ ROSS TRIVIA 9/13/19 LIVE ENTERTAINMENT SOLUTIONS | * | 250.00 | 250.00 | 000238 |
| 9/16/19 | 00006 | 8/01/19 | 13129558 | 201908 | 320 | 57200 | 46200 | | AUG POOL MAINTENANCE POOLSURE | * | 675.00 | 675.00 | 000239 |
| 9/16/19 | 00049 | 2/26/19 | 90119B | 201908 | 300 | 15500 | 10000 | | BALANCE FOR EVENT 9/1/19 PRINCE PELE'S POLYNESIAN REVUE | * | 875.00 | 875.00 | 000240 |
| 9/16/19 | 00008 | 7/25/19 | 42388 | 201906 | 310 | 51300 | 31100 | | JUN PROFESSIONAL SERVICES PROSSER | * | 1,579.49 | 1,579.49 | 000241 |
| 9/16/19 | 00062 | 7/25/19 | 15 | 201908 | 300 | 15500 | 10000 | | BAND EVENT 10/19/19 STEPHEN QUINN MUSIC | * | 550.00 | 550.00 | 000242 |
| 9/16/19 | 00071 | 8/02/19 | 9385 | 201908 | 320 | 57200 | 60000 | | RAILING REPAIRS STERLING SPECIALTIES, INC | * | 1,950.00 | 1,950.00 | 000243 |
| 9/16/19 | 00028 | 7/10/19 | I0319367 | 201907 | 310 | 51300 | 48000 | | NOTICE OF MEETING 7/22/19 THE ST.AUGUSTINE RECORD | * | 76.29 | 76.29 | 000244 |
| 9/16/19 | 00028 | 7/26/19 | I0319503 | 201907 | 310 | 51300 | 48000 | | PH ADOPTION NOTICE THE ST.AUGUSTINE RECORD | * | 215.40 | 215.40 | 000245 |

RED2 RIVERS EDGE II HSMITH

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|--------------------|-------|-----------------------------------|--|--|--------|-----------|----------------------------|
| 9/16/19 | 00011 | 7/10/19 5946200 | 201907 320-57200-43500 | JUL PEST CONTROL TURNER PEST CONTROL | * | 95.00 | 95.00 000246 |
| 9/16/19 | 00051 | 8/31/19 1089B | 201908 320-57200-46100 | AUG LANSCAPE MAINTENANCE VERDEGO LLC | * | 36,173.65 | 36,173.65 000247 |
| 9/16/19 | 00010 | 7/17/19 116755 | 201907 320-57200-53000 | REFUND FOR CAFE ITEMS | * | 1,538.25 | |
| | | 8/01/19 358760 | 201908 320-57200-34300 | AUG FIELD OPS MANAGER | * | 2,585.00 | |
| | | 8/01/19 358760 | 201908 320-57200-34000 | AUG GEN/LIFESTYLE MANAGER | * | 5,248.33 | |
| | | 8/01/19 358760 | 201908 320-57200-34100 | AUG GUEST SERVICES | * | 5,186.85 | |
| | | 8/01/19 358760 | 201908 320-57200-34200 | AUG COMMUNITY MAINT STAFF | * | 2,330.32 | |
| | | 8/01/19 358760 | 201908 320-57200-46200 | AUG POOL MAINTENANCE | * | 1,163.67 | |
| | | 8/01/19 358760 | 201908 320-57200-51200 | AUG JANITORIAL MAINT | * | 2,438.17 | |
| | | 8/01/19 358760 | 201908 320-57200-46000 | AUG COMMON GROUNDS MAINT VESTA PROPERTY SERVICES, INC | * | 1,939.45 | 19,353.54 000248 |
| 9/27/19 | 00075 | 8/26/19 5750775 | 201909 320-57200-49400 | EVENT 9/29/19 BOUNCE IT OUT EVENTS | * | 437.00 | 437.00 000249 |
| TOTAL FOR BANK A | | | | | | 79,973.25 | |
| TOTAL FOR REGISTER | | | | | | 79,973.25 | |

APK Austin, LLC

5363 Airpark Loop West
 Green Cove Springs, FL 32043
 904.334.2769

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 7/17/2019 | 19-2098 |

| |
|--|
| Bill To |
| RiverEdge CDD2 475 West Town Place, Suite 114 St. Augustine, Florida 32092 |



1.32.572.60
 65

| | | |
|----------|----------------|--------------|
| P.O. No. | Terms | Proposal No. |
| Verbal | Due on receipt | |

| Quantity | Description | Rate | Amount |
|---|---|--------|---------|
| 1 | Loop Detector Module | 141.00 | 141.00T |
| 2 | Service and installation Labor (2 Hour Minimum Charge) | 85.00 | 170.00 |
| This invoice is for troubleshooting and the replacement of a faulty loop detector | | | |

| | | |
|--------------------------|--|----------|
| Subtotal | | \$311.00 |
| Sales Tax (6.5%) | | \$9.17 |
| Total | | \$320.17 |
| Payments/Deposits | | \$0.00 |
| Balance Due | | \$320.17 |

Thank you. We appreciate your business.



Please mail your remittance to:
 Distributor of foodservice disposables,
 janitorial supplies and equipment
 throughout the United States,
 Puerto Rico and the Caribbean

Dade Paper & Bag, LLC
 dba Imperial Dade
 4102-7 BULLS BAY HWY.
 JACKSONVILLE, FL 32219



| | | | |
|--------------|------------|-------------|--------------|
| ORDER NO. | ORDER DATE | INVOICE NO. | INVOICE DATE |
| 632761 | 06/12/19 | 13759886 | 06/14/19 |
| CUSTOMER NO. | SHIP DATE | SOURCE | PAGE |
| 541626 | 06/14/19 | 95 | 1 |
| | | | 9951 |

JACKSONVILLE, FL

PHONE (904)783-9490

FAX (904)783-4181

INVOICE



S
O
L
D

RIVERS EDGE CDD
 RIVERTOWN
 475 W TOWN PLACE STE 114
 ST AUGUSTINE, FL 32092, USA
 CONTACT: DANIEL LAUGHLIN

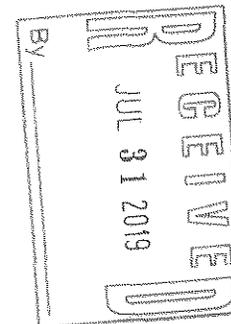
S
H
I
P
T
O

RIVERS EDGE CDD II
 RIVERS EDGE CDD
 160 RIVERGLADE RUN
 ST JOHNS, FL 32259, USA

PHONE: 9049405858

| PRODUCT NUMBER | QUANTITY SHIPPED | QUANTITY ORDERED | UNIT | DESCRIPTION | ROUTE | STOP | SHIP VIA | P.O./CONTRACT NO. | ACCT REPTAX CODE | TERMS | AMOUNT |
|----------------|------------------|------------------|------|---|-------|------|-----------|-------------------|------------------|-------------|--------|
| 376131 | 2 | 2 | CASE | 321 374 HARMONY PRO 2PLY PREM BATH TISSUE | 34 | 14 | DUR TRUCK | 6.12.19 | 541 50 | NET 30 DAYS | 62.90 |

132-572-60
14



MONTH LATE PAYMENT CHARGE.
 USER AGREES TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE
 USER'S FEES. PRICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT
 ON ACTS OF GOD/STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR
 CONTROL, INCLUDING REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED
 PRICE. PURCHASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING
 DEPOSIT.

*TAXABLE ITEMS
 RECEIVED BY SIGNATURE X *[Signature]*
 RECEIVED BY PRINT NAME _____ DATE _____

| | | | |
|--------------|-----|--------------|--------------|
| TOTAL CUBE | 9.2 | SUB TOTAL | 62.90 |
| TOTAL WEIGHT | 50 | TOTAL TAX | 0.00 |
| TOTAL PIECES | 2 | FREIGHT | 0.00 |
| | | TOTAL | 62.90 |

NO SHORTAGE CLAIMS ALLOWED AFTER SIGNING OF THIS INVOICE

alDade
 Please mail your remittance to:
 Distributor of foodservice disposables,
 janitorial supplies and equipment
 throughout the United States,
 Puerto Rico and the Caribbean
 JACKSONVILLE, FL

Dade Paper & Bag, LLC
 dba Imperial Dade
 4102-T BULLS BAY HWY.
 JACKSONVILLE, FL 32219



| | | | |
|------------------------|------------------------|-------------------------|--------------------------|
| ORDER NO. 763403 | ORDER DATE 08/01/17 | INVOICE NO. 13889076 | INVOICE DATE 08/02/17 |
| CUSTOMER NO. 541626 | SHIP DATE 08/02/17 | SOURCE 95 | PAGE 1 |
| | | C/S REP 9951 | |

PHONE (904)753-9490 FAX (904)753-4181



SHIP TO

RIVERS EDGE CDD
 RIVERTOWN
 475 W TOWN PLACE STE 114
 ST AUGUSTINE, FL 32092, USA
 CONTACT: DANIEL LAUGHLIN

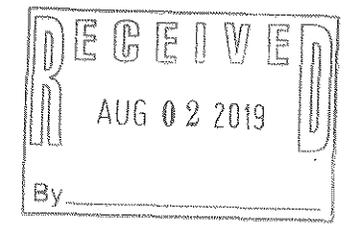
RIVERS EDGE CDD II
 RIVERS EDGE CDD
 160 RIVERGLADE BLVD
 ST JOHNS, FL 32259, USA
 PHONE: 9049405050

| SPECIAL INSTRUCTIONS | ROUTE | STOP | SHIP VIA | P.O./CONTRACT NO. | ACCT REPTAX CODE | TERMS |
|----------------------|-------|------|-----------|-------------------|------------------|-------------|
| VIDSON | 34 | 21 | OUR TRUCK | | 541 50 | NET 30 DAYS |

| QUANTITY SHIPPED | QUANTITY ORDERED | UNIT | DESCRIPTION | PACK / SIZE | CUBE / WEIGHT | UNIT PRICE | AMOUNT |
|------------------|------------------|------|---|-------------|---------------|------------|--------|
| 1 | 1 | | 1 CASE XTREME TUFF 40x46 BLK LD 2 MIL/LNR 45 GAL | 100 | .5/24 | 25.60 | 25.60 |
| * 0 | 1 | | 1 CASE VIC BAY STAINLESS STEEL POLISHWATER BASE 1 | 12/18oz | 0/0 | 77.39 | 0.00 |

1-32-572-60
14

REC'D 2 JANITORIAL SUPPLIES



NOTE PAYMENT CHARGE.
 IS TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE
 PRICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT
 ON/STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR
 CONTROL. REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED
 PRICE CHASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING
 IT.

TAXABLE ITEMS
 RECEIVED BY SIGNATURE X
 RECEIVED BY PRINT NAME
 DATE

Mary P. L.

| | | | |
|--------------|-----|--------------|--------------|
| TOTAL CUBE | 0.6 | SUB TOTAL | 25.60 |
| TOTAL WEIGHT | 24 | TAX | 0.00 |
| TOTAL PIECES | 1 | FREIGHT | 0.00 |
| | | TOTAL | 25.60 |

NO SHORTAGE CLAIMS ALLOWED AFTER SIGNING OF THIS INVOICE



Please mail your remittance to:
 Distributor of foodservice disposables,
 janitorial supplies and equipment
 throughout the United States,
 Puerto Rico and the Caribbean

Dade Paper & Bag, LLC
 dba Imperial Dade
 4102-T BULLS BAY HWY.
 JACKSONVILLE, FL 32217



| | | | |
|--------------|------------|-------------|--------------|
| ORDER NO. | ORDER DATE | INVOICE NO. | INVOICE DATE |
| 763403 | 08/01/19 | 13701780 | 08/07/19 |
| CUSTOMER NO. | SHIP DATE | SOURCE | PAGE |
| 841686 | 08/07/19 | 95 | 1 |
| | | | C/S REP |
| | | | 2771 |

JACKSONVILLE, FL

PHONE (904)785-9490

FAX (904)785-4181

INVOICE



SHIP TO

RIVERS EDGE CDD
 RIVERTOWN
 475 W TOWN PLACE STE 114
 ST AUGUSTINE, FL 32092, USA
 CONTACT: DANIEL LAUGHLIN

PHONE: 9049436659

RIVERS EDGE CDD 11
 RIVERS EDGE CDD
 160 RIVERSLADE RUN
 ST JOHNS, FL 32259, USA

SPECIAL INSTRUCTIONS

| | | | | | |
|-------|------|-----------|-------------------|------------------|-------------|
| ROUTE | STOP | SHIP VIA | P.O./CONTRACT NO. | ACCT REPTAX CODE | TERMS |
| 34 | 16 | OUR TRUCK | B/O | 541 50 | NET 30 DAYS |

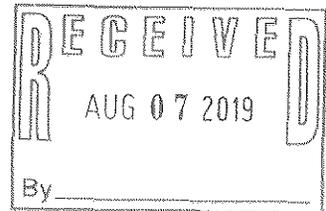
WIDSON

| QUANTITY SHIPPED | QUANTITY ORDERED | UNIT | DESCRIPTION | PACK / SIZE | CUBE / WEIGHT | UNIT PRICE | AMOUNT |
|------------------|------------------|------|--|-------------|---------------|------------|--------|
| 1 | 1 | CASE | VIC BAY STAINLESS STEEL POLISHWATER BASE 1 | 12/18oz | 15/17 | 77.39 | 77.39 |

JANITORIAL SUPPLIES RECD 2



1-32-572-60
14



LATE PAYMENT CHARGE.
 CUSTOMER AGREES TO PAY HIGHEST INTEREST RATE/COLLECTION COST & REASONABLE
 PRICING ERRORS SUBJECT TO CORRECTION. DELIVERY CONTINGENT
 ON GOOD/STRIKES/TRANSPORTATION DELAYS/OTHER ACTS BEYOND OUR
 CONTROL. BUYER'S REFUSAL OF MANUFACTURER TO DELIVER PRODUCTS AT AGREED
 PRICE/CHASER AGREES TO RESCIND ORDER/CONTRACT BY ACCEPTING
 THIS SIT.

TAXABLE ITEMS
 RECEIVED BY SIGNATURE: *[Signature]*
 RECEIVED BY PRINT NAME: _____
 DATE: _____

| | | | |
|--------------|-----|--------------|--------------|
| TOTAL CUBE | 0.5 | SUB TOTAL | 77.39 |
| TOTAL WEIGHT | 17 | 6.50 TAX | 0.00 |
| TOTAL PIECES | 1 | FREIGHT | 0.00 |
| | | TOTAL | 77.39 |

NO SHORTAGE CLAIMS ALLOWED AFTER SIGNING OF THIS INVOICE



P.O. Box 23861
 Jacksonville, FL 32241
 904-268-1929
 DYSECPRO@aol.com
 EF0001108

Invoice

| DATE | INVOICE # |
|-----------|-----------|
| 7/12/2019 | 36143 |

Designers & Consultants of Security, Fire,
 Access & CC TV Systems

BILL TO:

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

160 Riverglade Run
 St. Johns, Florida 32259



1-32-572-60
 69

| P.O. NUMBER | TERMS | PROJECT |
|----------------|----------------|---------|
| Jason Davidson | Due on receipt | |

| QUANTITY | DESCRIPTION | RATE | AMOUNT |
|----------|-------------|------|--------|
|----------|-------------|------|--------|

| | | | |
|---|---|-------|--------|
| 2 | Repaired rear gate to dock wire due to landscape company damaging wires. Verified gate was working properly. Also had to reset access control power supply due to lightning strike locking unit up. Reset thermal breakers and re-energized power supply. All devices working properly. | 75.00 | 150.00 |
| 1 | Trip Fee | 75.00 | 75.00 |
| | Sales Tax | 7.00% | 0.00 |

Approved RECDD II
 Jason Davidson

Thank you for your business.

TOTAL \$225.00

From: Marcy Pollicino mpollicino@vestapropertyservices.com
Subject: RT Invoice
Date: July 23, 2019 at 11:45 AM
To: Daniel Laughlin dlaughlin@gmsnf.com
Cc: Jason Davidson jdavidson@vestapropertyservices.com

Hi Daniel,

Please see below for Sept. RE CDD II. Thank you!

Marcy Pollicino
Lifestyle Director



RiverTown
160 RiverGlade Run
Saint Johns FL, 32259
P: 904.679.5523

www.VestaPropertyServices.com



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From: Eric Alabiso <ericalabiso@gmail.com>
Sent: Tuesday, July 23, 2019 11:39 AM
To: Marcy Pollicino <mpollicino@vestapropertyservices.com>
Subject: Re: Invoice

1.300.155.1000

Marcy,

33

Invoice for services of entertainment by Eric Alabiso performing September 6th 2019, 5:30 to 8:00pm for RiverTown Food Truck Friday for a fee of \$175.

Please make check payable to:

Checks are payable to:

Eric Alabiso
2054 Riverside Ave Apt 6301
Jacksonville, Florida 32204-4448

Thank you,

Eric Alabiso
Coastal Acoustic Music
904-501-0499

Marcy Pollicino
<mpollicino@vestapropertyservices.com>

Tue, Mar 26, 11:31
AM

to me

On Tue, Jul 23, 2019 at 10:59 AM Marcy Pollicino
<mpollicino@vestapropertyservices.com> wrote:

Hi Eric,

Can you please forward me an invoice for Sept? Thank you!

Marcy Pollicino
Lifestyle Director



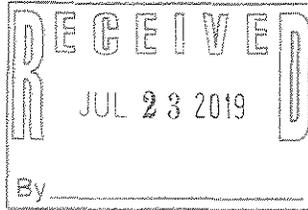
RiverTown
160 RiverGlade Run
Saint Johns FL, 32259
P: 904.679.5523
www.VestaPropertyServices.com

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--

Eric Alabiso
904-501-0499
Coastal Acoustic Music

Florida Tax Search, Inc.
 8710 Hunters Creek Drive South
 Jacksonville, Florida 32256
 904-655-9109



YOUR LOGO
HERE

INVOICE NO. 1235 **1/22/2019**

| | | |
|---------------------|---------|-----------------------------------|
| BILL TO | SHIP TO | INSTRUCTIONS |
| RiverTown Community | Same as | <i>1-300-155-100</i> <i>68</i> |

| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|----------|---|------------|-------|
| | Entertainment for 9/7/2019 neighborhood event by band North of 40 | 600 | 600 |

| | |
|--------------------------|------------|
| SUBTOTAL | 600 |
| SALES TAX | 0 |
| SHIPPING & HANDLING | 0 |
| TOTAL DUE BY DATE | 600 |

Thank you for your business!

Governmental Management Services, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice

Invoice #: 16

Invoice Date: 8/1/19

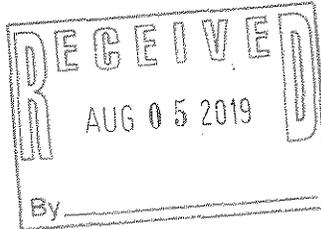
Due Date: 8/1/19

Case:

P.O. Number:

Bill To:

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



| Description | Hours/Qty | Rate | Amount |
|---|-----------|----------|----------|
| Management Fees - August 2019 1-31-513-34 | | 2,500.00 | 2,500.00 |
| Information Technology - August 2019 1-31-513-351 | | 100.00 | 100.00 |
| Office Supplies 1-31-513-51 | | 12.95 | 12.95 |
| Copies 1-31-513-425 | 2 | 117.60 | 117.60 |

Total \$2,730.55

Payments/Credits \$0.00

Balance Due \$2,730.55

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

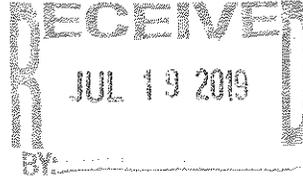
===== STATEMENT =====

July 16, 2019

Rivers Edge II CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 108617
Billed through 06/30/2019

General Counsel
RE2CDD 00001 JLK



1-31-513-315
4

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------------------------|-----|---|------------|
| 06/03/19 | JLK | Review CE comments and questions regarding construction easement; transmit information on same. | 0.50 hrs |
| 06/06/19 | JLK | Review TA and provide comments; begin review of ratification of boundary amendment resolution and confer with staff on same. | 0.70 hrs |
| 06/07/19 | JLK | Review audit request and respond to same. | 0.20 hrs |
| 06/07/19 | LMG | Review agenda; prepare for meeting. | 0.50 hrs |
| 06/07/19 | APA | Prepare update to auditor letter response fiscal year end 2018. | 0.80 hrs |
| 06/10/19 | JLK | Review agenda package and prepare for board meeting; conference call on various CDD issues and budget. | 1.00 hrs |
| 06/11/19 | JLK | Travel to and from and attend board meeting. | 3.90 hrs |
| 06/18/19 | JLK | Review TA and provide comments to same; confer regarding validation resolution and engagement letters; confer regarding 170.03 resolution and requisite notices for same. | 0.90 hrs |
| 06/19/19 | JLK | Continue research, drafting and negotiation of ADA documents, agreements, accessibility policy and technology agreement and disseminate same to DM. | 0.40 hrs |
| 06/19/19 | LMG | Draft budget funding agreement and appropriation resolution. | 0.50 hrs |
| 06/25/19 | LMG | Transmit exhibit for boundary amendment resolution. | 0.10 hrs |
| Total fees for this matter | | | \$2,495.50 |

DISBURSEMENTS

| | |
|-------------------------------------|----------|
| Document Reproduction | 36.50 |
| Travel | 240.19 |
| Travel - Meals | 8.65 |
| Total disbursements for this matter | \$285.34 |

MATTER SUMMARY

| | | | |
|----------------------------|----------|--------------------------------------|-------------------|
| Papp, Annie M. - Paralegal | 0.80 hrs | 170 /hr | \$136.00 |
| Kilinski, Jennifer L. | 7.60 hrs | 275 /hr | \$2,090.00 |
| Gentry, Lauren M. | 1.10 hrs | 245 /hr | \$269.50 |
| | | | |
| | | TOTAL FEES | \$2,495.50 |
| | | TOTAL DISBURSEMENTS | \$285.34 |
| | | INTEREST CHARGE ON PAST DUE BALANCE | \$38.59 |
| | | | ----- |
| | | TOTAL CHARGES FOR THIS MATTER | \$2,819.43 |

BILLING SUMMARY

| | | | |
|----------------------------|----------|-------------------------------------|-------------------|
| Papp, Annie M. - Paralegal | 0.80 hrs | 170 /hr | \$136.00 |
| Kilinski, Jennifer L. | 7.60 hrs | 275 /hr | \$2,090.00 |
| Gentry, Lauren M. | 1.10 hrs | 245 /hr | \$269.50 |
| | | | |
| | | TOTAL FEES | \$2,495.50 |
| | | TOTAL DISBURSEMENTS | \$285.34 |
| | | INTEREST CHARGE ON PAST DUE BALANCE | \$38.59 |
| | | | ----- |
| | | TOTAL CHARGES FOR THIS BILL | \$2,819.43 |

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

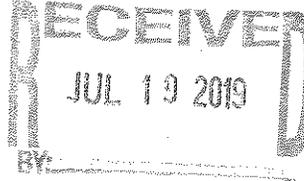
===== STATEMENT =====

July 16, 2019

Rivers Edge II CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 108618
Billed through 06/30/2019

Bond Validation
RE2CDD 00102 JLK



1-31-513-315
4

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------------------------|-----|---|------------|
| 06/19/19 | LMG | Print indentures, bond resolution, and review checklists. | 0.30 hrs |
| 06/20/19 | LMG | Review bond resolution and master indenture. | 0.80 hrs |
| 06/24/19 | LMG | Review master indenture; research regarding indenture language. | 3.10 hrs |
| 06/28/19 | LMG | Review bond resolution and provide comments. | 0.50 hrs |
| Total fees for this matter | | | \$1,151.50 |

MATTER SUMMARY

| | | | |
|--------------------------------------|----------|---------|-------------------|
| Gentry, Lauren M. | 4.70 hrs | 245 /hr | \$1,151.50 |
| TOTAL FEES | | | \$1,151.50 |
| INTEREST CHARGE ON PAST DUE BALANCE | | | \$13.46 |
| TOTAL CHARGES FOR THIS MATTER | | | \$1,164.96 |

BILLING SUMMARY

| | | | |
|-------------------------------------|----------|---------|-------------------|
| Gentry, Lauren M. | 4.70 hrs | 245 /hr | \$1,151.50 |
| TOTAL FEES | | | \$1,151.50 |
| INTEREST CHARGE ON PAST DUE BALANCE | | | \$13.46 |
| TOTAL CHARGES FOR THIS BILL | | | \$1,164.96 |

Please include the bill number on your check.

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

July 16, 2019

Rivers Edge II CDD
c/o Governmental Management Services, LLC
475 West Town Place, Suite 114
St. Augustine, FL 32092

Bill Number 108619
Billed through 06/30/2019

Boundary Amendment
RE2CDD 00105 JLK



1-31-513-315
4

FOR PROFESSIONAL SERVICES RENDERED

| | | | |
|----------|-----|--|----------|
| 05/21/19 | LMF | Review boundary amendment petition and exhibits to note what is needed. | 0.90 hrs |
| 06/03/19 | KEM | Prepare petition to amend boundaries; research landowner deed. | 0.30 hrs |
| 06/03/19 | JLK | Review updated legal questions and confer with Gentry; review updated petition and SERC documents. | 0.50 hrs |
| 06/03/19 | LMG | Revise boundary amendment petition; conference with Stilwell regarding boundary legal descriptions; revise SERC; correspondence with Perry and Kilinski regarding same. | 2.30 hrs |
| 06/03/19 | LMF | Finalize petition; research St. Johns County requirements regarding property deed; confer with Ibarra regarding same. | 0.50 hrs |
| 06/04/19 | JLK | Review petition and update documents for same; confer regarding metes/bounds and submittal requirements and update same. | 0.80 hrs |
| 06/04/19 | LMG | Compile boundary amendment petition notebook for review. | 1.10 hrs |
| 06/05/19 | ACW | Finalize boundary amendment petition for filing. | 0.70 hrs |
| 06/05/19 | LMG | Multiple conferences with Willson and Fiore regarding boundary amendment petition; respond to emails regarding same; review final mailings. | 0.80 hrs |
| 06/05/19 | LMF | Prepare letters to county regarding filing of boundary amendment petition; confer with Gentry regarding petition; prepare larger exhibit maps for petition binder copies; research St. Johns county filing procedures; review final form of PDF. | 1.20 hrs |
| 06/06/19 | LMG | Review boundary amendment binders and update exhibits; draft resolution ratifying boundary amendment petition. | 1.10 hrs |
| 06/07/19 | LMG | Send email correspondence regarding completed boundary amendment petitions. | 0.20 hrs |
| 06/10/19 | LMG | Revise boundary amendment ratification resolution; print copies for meeting. | 0.40 hrs |
| 06/13/19 | JLK | Review SJC inquiry and respond to same. | 0.40 hrs |

06/17/19 LMG Correspondence with Stilwell regarding apartment parcel. 0.10 hrs

Total fees for this matter \$2,602.00

DISBURSEMENTS

Document Reproduction 149.25

United Parcel Service 119.80

Total disbursements for this matter \$269.05

MATTER SUMMARY

| | | | |
|----------------------------------|----------|---------|------------|
| Willson, Alyssa C. | 0.70 hrs | 245 /hr | \$171.50 |
| Kilinski, Jennifer L. | 1.70 hrs | 275 /hr | \$467.50 |
| Ibarra, Katherine E. - Paralegal | 0.30 hrs | 170 /hr | \$51.00 |
| Fiore, Lydia M. - Paralegal | 2.60 hrs | 170 /hr | \$442.00 |
| Gentry, Lauren M. | 6.00 hrs | 245 /hr | \$1,470.00 |

TOTAL FEES \$2,602.00

TOTAL DISBURSEMENTS \$269.05

TOTAL CHARGES FOR THIS MATTER \$2,871.05

BILLING SUMMARY

| | | | |
|----------------------------------|----------|---------|------------|
| Willson, Alyssa C. | 0.70 hrs | 245 /hr | \$171.50 |
| Kilinski, Jennifer L. | 1.70 hrs | 275 /hr | \$467.50 |
| Ibarra, Katherine E. - Paralegal | 0.30 hrs | 170 /hr | \$51.00 |
| Fiore, Lydia M. - Paralegal | 2.60 hrs | 170 /hr | \$442.00 |
| Gentry, Lauren M. | 6.00 hrs | 245 /hr | \$1,470.00 |

TOTAL FEES \$2,602.00

TOTAL DISBURSEMENTS \$269.05

TOTAL CHARGES FOR THIS BILL \$2,871.05

Please include the bill number on your check.

INVOICE 220

Remit Payment to:

Kristina Aranilla
7746 Sunnydale Lane
Jacksonville, FL 32256

RiverClub
160 Riverglade Run
St. Johns, FL 32259

(904) 652-7343

Kristina.aranillamusic@gmail.com

Event:

Live Music: RiverClub

Location:

160 Riverglade Run
St. Johns, FL 32259



1-32-572-494
29

| Date | Description | Time | Total |
|--------|-------------------------------|------------------------------|----------|
| 8/2/19 | Live Music: Kristina Aranilla | 2-hour session (6 to 8 p.m.) | \$200.00 |
| Total | | | \$200.00 |



INVOICE

11925 Alden Trace Blvd N
Jacksonville FL 32246

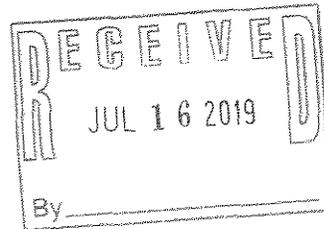
Attention: Rivers Edge CDD
Address: 140 Landing Street, St. Johns FL 32259

Event Date: 8/16/19
Invoice Number: 757

1-32-572-494
53

| Description | Length | Time | Price |
|-------------|---------|-----------|-----------|
| • DJ Ross | 2 hours | 7pm - 9pm | \$ 250.00 |
| | | | |
| | | | |
| | | | |

Balance Due by August 16th, 2019 **\$ 250.00**





INVOICE

11925 Alden Trace Blvd N
Jacksonville FL 32246

Attention: Rivers Edge CDD
Address: 140 Landing Street, St. Johns FL 32259

Event Date: 9/13/19
Invoice Number: 789

1-300-155-100
53

| Description | Length | Time | Price |
|-----------------------|---------|-----------|-----------|
| • DJ Ross Trivia | 2 Hours | 7pm - 9pm | \$ 250.00 |
| Due by September 13th | | | \$ 250.00 |

\$ 250.00





1707 Townhurst Dr.
Houston TX 77043
(800) 858-POOL (7665)
www.poolsure.com

Invoice

Date 8/1/2019

Invoice # 131295587208

| | |
|------------|-----------|
| Terms | Net 20 |
| Due Date | 8/21/2019 |
| PO # | |
| Customer # | 13RIV030 |

| Bill To |
|--|
| Rivers Edge CDD Government Management Services 475 West Town Place suite 114 St. Augustine FL 32092 |

| Ship To |
|--|
| River Club 160 Riverglade Run St. Augustine FL 32092 |
| 1-32-572-462 6 |

| Item ID | Description | Qty | Units | Amount |
|--------------|--|-----|-------|--------|
| WM-CHEM-BASE | Water Management Seasonal Billing Rate | 1 | ea | 675.00 |

RECEIVED

JUL 24 2019

BY: _____

Total 675.00
Amount Due \$675.00

Remittance Slip

Customer
13RIV030
Invoice #
131295587208

Amount Due \$675.00

Amount Paid _____

Make Checks Payable To

Poolsure
PO Box 55372
Houston, TX 77255-5372



131295587208



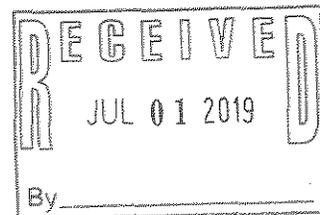
Prince Pele's Polynesian Revue
Hula-Show.com

(904) 940-4450

\$ INVOICE \$

February 26, 201

Marcy Pollicino
Vesta Corporate Office
140 Landing Street
St. Johns, FL 32259



INVOICE NO: 90119

1-300-155-100
49

PAYEE: PRINCE PELE'S POLYNESIAN REVUE
Blesila Fuata
1132 Hyacinth St.
St. Augustine, FL 32092

FEDERAL EMPLOYER ID NUMBER: 59-6587125 (SOLE PROPRIETOR)

TYPE OF SERVICE: Entertainment for RIVERTOWN RESIDENCE
Labor Day Weekend

FEE FOR SERVICES RENDERED: \$1,675.00

DEPOSIT \$ 800.00 (Due by March 29, 2019)

BALANCE: \$ 875.00 DUE ON DATE OF EVENT

DATE OF SERVICE (to be) PERFORM (ed): September 01, 2019

PROSSER

July 25, 2019

Project No: 113094.70

Invoice No: 42388

Rivers Edge CDD
 c/o Governmental Management Services, LLC
 Attention: Bernadette Peregrino
 475 West Town Place, Suite 114
 St. Augustine, FL 32092

Project 113094.70 Rivers Edge II CDD

1.31.513.311
 8

Professional Services from June 1, 2019 to June 30, 2019

Fee and Expense Billing

Reimbursable Expenses

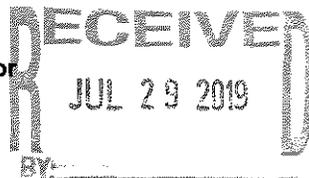
| | | | |
|----------------------------|------------------------|-------------|---------------|
| Blueprints/Reproduction | | 3.90 | |
| Total Reimbursables | 1.15 times | 3.90 | 4.49 |
| | Total this Task | | \$4.49 |

Task 1: O & M

For services including boundary amendment coordination work with staff and surveyor and attendance at June CDD meeting.

Professional Personnel

| | Hours | Rate | Amount |
|----------------------------|-------|---------------------------|-------------------|
| Principal | 5.00 | 185.00 | 925.00 |
| Planner/Project Researcher | 5.00 | 130.00 | 650.00 |
| Totals | 10.00 | | 1,575.00 |
| Total Labor | | | 1,575.00 |
| | | Total this Task | \$1,575.00 |
| | | Total this Invoice | \$1,579.49 |



Outstanding Invoices

| Number | Date | Balance |
|--------------|-----------|-----------------|
| 41950 | 6/17/2019 | 2,359.75 |
| Total | | 2,359.75 |



Stephen Quinn Music

New Invoice

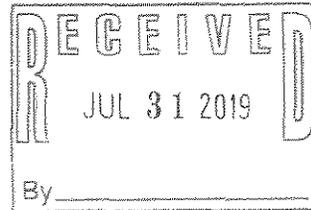
\$550.00 due on July 25, 2019

Pay Invoice

Stephen Quinn Band

Invoice #000015

July 25, 2019



Bill To

River Town

River Town

mpollicino@vestapropertyservices.com

+1 (904) 679-5523

160 Riverglade Run

Saint Johns, Florida 32259

1-300-155-100
42

We appreciate your business.

Custom Amount \$550.00

Stephen Quinn Band 10/19/19

Subtotal \$550.00

Total Due \$550.00

Sterling Specialties, Inc

7000 US Highway 1 North, Ste 601
 St. Augustine, FL 32095
 Phone: 904-829-5006
 Fax: 904-829-5008

| P.O. Number | Date | Invoice # |
|-------------|----------|-----------|
| | 8/2/2019 | 9385 |

| Bill To |
|-------------------|
| Rivers Edge CDD-2 |

| Project Location |
|---|
| River Club(CDD-2) 160 River Glade Run St. John's, Fl. 32259 |

RECEIVED

AUG 12 2019

By _____

1-32-572.60
71

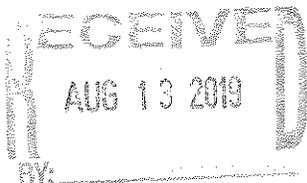
| Description | Amount |
|---|-----------------|
| <p>We are pleased to provide the following pricing for the Railings Repairs at the River Town River Club located on Riverglade Run All listed repairs in this proposal are shown visually in the attached pictures from our site visit on Friday 5/31/19. Photo of each area are Noted in the scope of the repair per picture # from the attachment.</p> <p>Note to Customer: Some of the "Loose Post" Conditions are from normal wear & tear in such high traffic areas. The Greater portion of the "Loose Posts" are likely due to substrate erosion from Pressure washing the Paver areas along with our Heavy Florida rains. Correction will be as follows: -Loose Posts will be Chipped out & Reset w/ 12" Deep concrete footing into earth up to the bottom of the sand paver base -All Removed Pavers adjacent to post Hole will be set in non shrink grout to protect the substrate/concrete footing & solidify the paver surface All Areas requiring Concrete or Grout repair at Railing Posts will be Closed from Pedestrian Traffic for No less than 24 Hours to allow proper setting time for Concrete & anchoring Epoxies/ Cements</p> <p>8-1 : South ADA POOL Ramp -Remove All Railings(2 total Rails 8 total Posts) -Reset all Posts in New Concrete Footing(12" Embed Minimum) -Reset all Pavers in Grout Top off hole at post Locations</p> <p>9-1 : Dock Gate Issue: Hinge Post Loose from Misuse -Remove Gate, Chip out & Reset Hinge Post in Min 24" Concrete Embed(80# Fast Set Concrete) -Set Posts to have Clear Opening of 47-1/2" -Block off Opening for 24 hour to allow concrete cure (Temporary Closure panel w/ Signage) -Re Install Gate</p> <p>Total Repair Cost: \$1,950.00</p> | <p>1,950.00</p> |

Approved RECDD II
 Repair and Replacement
 Jason D. Davidson
Jason Davidson

| |
|----------------------------------|
| E-mail |
| terri@sterlingspecialtiesinc.com |

| | |
|--------------------------|-------------------|
| Total | \$1,950.00 |
| Payments/Credits | \$0.00 |
| Total Balance Due | \$1,950.00 |

| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
|---------------------------------|---------------------|-------------------------------------|-------------------------|---------------|--------------|-----------|--------|----------|----|
| START STOP | NEWSPAPER REFERENCE | DESCRIPTION | PRODUCT | SAU SIZE | BILLED UNITS | TIMES RUN | RATE | AMOUNT | |
| 06/30 | | Balance Forward | | | | | | \$76.29 | |
| 07/10 07/10 | I03193677-07102019 | BOS REG MTG 7/17/19 | SA St Augustine Record | 1.00 x 4.2500 | 4.25 | 1 | \$8.98 | \$38.17 | |
| 07/10 07/10 | I03193677-07102019 | BOS REG MTG 7/17/19 | SA St Aug Record Online | 1.00 x 4.2500 | 4.25 | 1 | \$8.97 | \$38.12 | |
| 07/26 08/02 | I03195033-07262019 | Notice of Public Hearing on Budgets | SA St Augustine Record | 1.00 x 6.0000 | 6 | 2 | \$8.98 | \$107.76 | |
| 07/26 08/02 | I03195033-07262019 | Notice of Public Hearing on Budgets | SA St Aug Record Online | 1.00 x 6.0000 | 6 | 2 | \$8.97 | \$107.64 | |
| PREVIOUS AMOUNT OWED: | | | | \$76.29 | | | | | |
| NEW CHARGES THIS PERIOD: | | | | \$291.69 | | | | | |
| CASH THIS PERIOD: | | | | \$0.00 | | | | | |
| DEBIT ADJUSTMENTS THIS PERIOD: | | | | \$0.00 | | | | | |
| CREDIT ADJUSTMENTS THIS PERIOD: | | | | \$0.00 | | | | | |
| We appreciate your business. | | | | | | | | | |



INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE



| 21 | CURRENT NET AMOUNT | 22 | 30 DAYS | 60 DAYS | OVER 90 DAYS | * UNAPPLIED AMOUNT | 23 | TOTAL AMOUNT DUE |
|----|--------------------|----|---------|---------|--------------|--------------------|----|------------------|
| | \$291.69 | | \$0.00 | \$76.29 | \$0.00 | \$0.00 | | \$367.98 |

| 25 | SALES REP/PHONE # | ADVERTISER INFORMATION | | | | | | |
|----|-----------------------------------|------------------------|-------------------------|---|--------------------------|---|------------------------|--------------------|
| 1 | BILLING PERIOD | 6 | BILLED ACCOUNT NUMBER | 7 | ADVERTISER/CLIENT NUMBER | 2 | ADVERTISER/CLIENT NAME | |
| | Melissa Rhinehart 904-819-3423 | | 07/01/2019 - 08/04/2019 | | 34435 | | 34435 | RIVERS EDGE II CDD |

MAKE CHECKS PAYABLE TO

The St. Augustine Record Dept 1261
 PO Box 121261
 Dallas, TX 75312-1261

Payment is due upon receipt.

The St. Augustine Record

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



The St. Augustine Record Dept 1261
 PO Box 121261
 Dallas, TX 75312-1261

| 1 | BILLING PERIOD | 2 | ADVERTISER/CLIENT NAME |
|---|-------------------------|---|------------------------|
| | 07/01/2019 - 08/04/2019 | | RIVERS EDGE II CDD |

| 23 | COMPANY | 23 | TOTAL AMOUNT DUE | * UNAPPLIED AMOUNT | 3 | TERMS OF PAYMENT |
|----|---------|----|------------------|--------------------|---|------------------|
| | SA 7 | | \$367.98 | \$0.00 | | NET 15 DAYS |

| 21 | CURRENT NET AMOUNT | 22 | 30 DAYS | 60 DAYS | OVER 90 DAYS |
|----|--------------------|----|---------|---------|--------------|
| | \$291.69 | | \$0.00 | \$76.29 | \$0.00 |

| 4 | PAGE # | 5 | BILLING DATE | 6 | BILLED ACCOUNT NUMBER | 7 | ADVERTISER/CLIENT NUMBER | 24 | STATEMENT NUMBER |
|---|--------|---|--------------|---|-----------------------|---|--------------------------|----|------------------|
| | | | 08/04/2019 | | 34435 | | 34435 | | 0000051675 |

8 BILLING ACCOUNT NAME AND ADDRESS

9 REMITTANCE ADDRESS



8 - 2785

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

The St. Augustine Record
 Dept 1261
 PO Box 121261
 Dallas, TX 75312-1261



Wed, Jul 10, 2019
7:54:58AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augusting Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Acct: 34435
Phone: 8652382622
E-Mail:
Client: RIVERS EDGE II CDD

Name: RIVERS EDGE II CDD
Address: 475 WEST TOWN PLACE SUITE 114

City: SAINT AUGUSTINE **State:** FL **Zip:** 32092

Ad Number: 0003193677-01
Start: 07/10/2019
Placement: SA Legals
Copy Line: NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF THE RIVERS EDGE II COMMUNITY DEVELOPMENT DI

Caller: COURTNEY HOGGE
Issues: 1
Rep: Melissa Rhinehart

Paytype: BILL
Stop: 07/10/2019

Lines 51
Depth 4.25
Columns 1

Price \$76.29

**NOTICE OF MEETING OF THE
BOARD OF SUPERVISORS OF
THE RIVERS EDGE II
COMMUNITY DEVELOPMENT
DISTRICT**

The Board of Supervisors ("Board") of the Rivers Edge II Community Development District will hold a regular meeting on Monday, July 22, 2019 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32259. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32259 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office. A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

James Perry
District Manager
0003193677 July 10, 2019



THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE II CDD
475 WEST TOWN PLACE SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 34435
AD# 0003193677-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared JULIA KERTI who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF INTENT** in the matter of **BOS REG MTG 7/17/19** was published in said newspaper on **07/10/2019**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

**NOTICE OF MEETING OF THE
BOARD OF SUPERVISORS OF
THE RIVERS EDGE II
COMMUNITY DEVELOPMENT
DISTRICT**

The Board of Supervisors ("Board") of the Rivers Edge II Community Development District will hold a regular meeting on Monday, July 22, 2019 at 9:30 a.m. at the RiverTown Amenity Center, 156 Landing Street, St. Johns, Florida 32269. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32259 (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

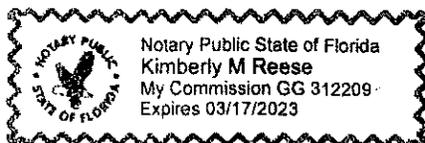
A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

James Perry
District Manager
0003193677 July 10, 2019

Sworn to and subscribed before me this _____ day of **JUL 10 2019**

by *Julia Kerti* who is personally known to me or who has produced as identification

Kimberly M Reese
(Signature of Notary Public)



Fri, Aug 2, 2019
9:42:53AM

Legal Ad Invoice

The St. Augustine Record

Send Payments to:
The St. Augusting Record Dept 1261
PO Box 121261
Dallas, TX 75312-1261

Acct: 34435
Phone: 8652382622
E-Mail:
Client: RIVERS EDGE II CDD

Name: RIVERS EDGE II CDD
Address: 475 WEST TOWN PLACE SUITE 114

City: SAINT AUGUSTINE **State:** FL **Zip:** 32092

Ad Number: 0003195033-01
Start: 07/26/2019

Caller: COURTNEY HOGGE
Issues: 2

Paytype: BILL
Stop: 08/02/2019

Placement: SA Legals

Rep: Melissa Rhinehart

Copy Line: RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTI

Lines 71
Depth 6.00
Columns 1
Price \$215.40

RIVERS EDGE II COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2019/2020 BUDGETS, AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

1-31-513-48
28

The Board of Supervisors ("Board") of the Rivers Edge II Community Development District ("District") will hold a public hearing on August 21, 2019 at 5:30 p.m. at the RiverTown Amenity Center, 166 Landing Street, St. Johns, Florida 32259 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budgets") of the District for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budgets may be obtained at the offices of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"), during normal business hours.



The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Perry
District Manager
0003195033 July 26, Aug. 2, 2019

THE ST. AUGUSTINE RECORD
Affidavit of Publication

RIVERS EDGE II CDD
475 WEST TOWN PLACE SUITE 114

SAINT AUGUSTINE, FL 32092

ACCT: 34435
AD# 0003195033-01

PO#

PUBLISHED EVERY MORNING SUNDAY THROUGH SATURDAY
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared MELISSA RHINEHART who on oath says he/she is an Employee of the St. Augustine Record, a daily newspaper published at St. Augustine in St. Johns County, Florida; that the attached copy of advertisement being a **NOTICE OF HEARING** in the matter of **Notice of Public Hearing on Budgets** was published in said newspaper on **07/26/2019, 08/02/2019**.

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in St. Johns County, Florida, and that the said newspaper heretofore has been continuously published in said St. Johns County, Florida each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says the he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me this AUG 02 2019
by [Signature] who is personally known to me
or who has produced as identification

[Signature]
(Signature of Notary Public)

RIVERS EDGE II COMMUNITY
DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARING TO
CONSIDER THE ADOPTION OF
THE FISCAL YEAR 2019/2020
BUDGETS; AND NOTICE OF
REGULAR BOARD OF
SUPERVISORS' MEETING.

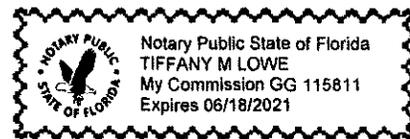
The Board of Supervisors ("Board") of the Rivers Edge II Community Development District ("District") will hold a public hearing on August 21, 2019 at 5:30 p.m. at the RiverTown Amenity Center, 166 Landing Street, St. Johns, Florida 32269 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budgets") of the District for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budgets may be obtained at the offices of the District Manager, Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (904) 940-5850 ("District Manager's Office"), during normal business hours.

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James Perry
District Manager
0003195033 July 26, Aug. 2, 2019





Main: 8400 Baymeadows Way, Suite 12, Jacksonville, Florida 32256
 904-365-5300 • Fax: 904-353-1498 • Toll Free 800-228-6305
 www.turnerpest.com

Service Slip/Invoice

INVOICE: 5946200
 DATE: 7/10/2019
 ORDER: 5946200

Work Order: [275347]

Rivers Edge CDD
 Jason Davidson
 475 West Town Place
 Suite 114
 Saint Augustine, FL 32092-3648

Work Location:

[275347] 904-679-5733

RiverClub(RECDD 2)
 Robert Beladi
 160 Riverglade Run
 Saint Johns, FL 32259

1-32-572-435
 //

| Work Date | Time | Target Pest | Technician | Time In |
|----------------|----------|-----------------------|------------|----------|
| 7/10/2019 | 02:04 PM | ANTS, FIRE ANT, MICE, | | 02:04 PM |
| Purchase Order | Terms | Last Service | Map Code | Time Out |
| | NET 30 | 7/10/2019 | | 04:44 PM |

| Service | Description | Price |
|------------------|---|----------------|
| GPCM | Commercial Pest Control - Monthly Service | 95.00 |
| SUBTOTAL | | \$95.00 |
| TAX | | \$0.00 |
| AMT. PAID | | \$0.00 |
| TOTAL | | \$95.00 |

Approved RECDD 2
 Pest Control
 Jason Davidson
Jason Davidson



AMOUNT DUE \$95.00

Ken

 TECHNICIAN SIGNATURE

Robert Beladi

 CUSTOMER SIGNATURE



Invoice

Invoice #: 1089B
Date: 08/31/19
Customer PO:
DUE DATE: 07/31/19

BILL TO

RiverTown
Rivers Edge Shared CDD
475 West Town Place, Suite 114
Saint Augustine, FL 32092

FROM

VerdeGo
PO Box 789
3335 North State Street
Bunnell, FL 32110
Phone: 386-437-3122
www.verdego.com

1.32.572.461
51

DESCRIPTION

#57 - Standard Maintenance Contract August 2019

AMOUNT

\$36,173.65

Invoice Notes:

Thank you for your business!

AMOUNT DUE THIS INVOICE

\$36,173.65



Invoice

Vesta Property Services, Inc.
245 Riverside Avenue
Suite 250
Jacksonville FL 32202

Invoice # 358760
Date 8/1/2019
Terms Net 30
Due Date 8/31/2019
Memo Rivers Edge CDDII

Bill To
Rivers Edge C.D.D.
c/o GMS, LLC
475 West Town Place
Suite 114
St. Augustine FL 32092



| Description | Quantity | Rate | Amount |
|-----------------------------|----------|------|----------|
| Field Operations Manager | 1 | | 2,585.00 |
| General & Lifestyle Manager | 1 | | 5,248.33 |
| Guest Services | 1 | | 5,186.85 |
| Community Maint Staff | 1 | | 2,330.32 |
| Pool Maintenance | 1 | | 1,163.67 |
| Janitorial Maintenance | 1 | | 2,438.17 |
| Common Grounds Maintenance | 1 | | 1,939.45 |

Thank you for your business.

Total \$20,891.79

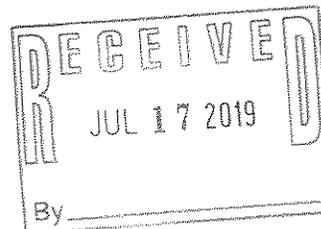
Credit Memo

| | |
|-----------|----------|
| Date | Credit # |
| 7/17/2019 | 116755 |

Vesta Property Services

Vesta
 245 Riverside Avenue
 Suite 250
 Jacksonville FL 32202

| |
|--|
| Bill To |
| Rivers Edge C.D.D. c/o GMS, LLC 475 West Town Place Suite 114 St. Augustine FL 32092 |



1,32,572.53
 10

| | |
|---------|------|
| Project | PO # |
| | |

| Item | Quantity | Description | Rate | Amount | Tax R... |
|---------------|----------|---------------------------------------|------|----------|------------|
| Grouping Only | 1 | Refund for cafe items billed by error | | 1,538.25 | |
| | | | | Total | \$1,538.25 |

bounce Bounce It Out Events
 it out Events 500 Rivera Dr St. Simons Island , GA, 31522
 Phone: 9125063183

Invoice: 5750775
Order Date: 8/23/2019



1-32-572-494
75

Event Location
Marcy Pollicino
 160 Riverglade Run
 St Johns, FL 32259
Phone: (904) 710-9348

Start Date: 9/29/2019 2:30pm
End Date: 9/29/2019 4:30pm
Delivery method: Church/School

| | Name | Qty | Total |
|---|-----------------------|-----|----------|
|  | Quarterback Challenge | 1 | \$225.00 |
|  | Shooting Stars | 1 | \$175.00 |

| | | |
|-------------------------|--------|-----------------|
| Rentals subtotal | | \$400.00 |
| Staffing | | \$0.00 |
| Delivery | | \$37.00 |
| Fees | | \$0.00 |
| Discount | | \$0.00 |
| Sales Tax | 6.500% | \$28.41 |
| Total | | \$465.41 |
| Deposit Due | | \$116.35 |
| Amount Paid | | \$0.00 |
| Balance Due | | \$465.41 |

Contract and Terms

Information & Terms: A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment. In addition to the terms below and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Bounce It Out Events for the full price to fix the damage or full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding. Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not to be loaned, sub-let, mortgaged or in any other manner disposed of by the Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft or any other cause.

Rules and Regulations: Always have adults present to supervise. No food or drinks in units or on tarps. Never allow children to enter until the inflatable is fully inflated. No dogs or pets of any kind all on units. Unit will be deflate if power fails, if power fails, exit the inflatable immediately. Never climb on exterior or interior walls of inflatables. Follow all load information on the external rules printed on the inflatable. Do not overload the inflatable. All people must remove shoes. No chewing gum or silly string, a cleaning fee will result if gum or silly string is found in or on the inflatable. No diapers or pull ups on wet slides, a swim diaper must be used at all times. No flipping on slides or inflatables. If winds exceed 20mph remove all people from the inflatable and deflate immediately. Do not wet a dry rental, if the inflatable is rented dry it must

stay dry. Do not use any detergent or other lubricant on any wet slide. Overnight rentals - Customer agrees to remove the blower and store in a locked building during the overnight hours. Customer is liable for all equipment left at event site overnight. No person should be in the rental during overnight hours.

Delivery/Operation/Removal: To address specified by Lessee, Lessee grants Bounce It Out Events and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. Lessee should operate equipment with instructions given by Bounce It Out Events employees/contractors. The equipment should never be moved or altered in any way. The equipment must be operated on a smooth and flat surface. All stakes and anchor points must remain in the rented items until removed by Bounce It Out Events employees/contractors. Never operate equipment during high winds, gusty winds, thunderstorms or lightning. The equipment can turn over in high winds, even if anchored, and this can result in severe injuries to the users. Do not resume use until adverse weather conditions have ceased. Always follow the manufacturers guidelines listed on the equipment.

Additional safety information: Before entering the equipment, have the users remove their shoes, eye glasses, belt buckles and any other sharp objects. Never play, jump or enter a partially inflated/deflated piece of equipment. Never allow users to climb or play on the outside or inside walls of the unit, columns, netting or roof of equipment. Always follow the amount of riders and rules posted on the unit itself. Do not plug or unplug the cord repeatedly as this will cause damage to the blower resulting in the Lessee being responsible for any damage. Always have an adult present, who has reviewed and understands both this contract and the rules listed on the equipment itself, who can supervise the riders. Never allow the users to be unsupervised in or around the equipment. Never allow more than the maximum number of users listed on the equipment at one time. Only allow riders of the same age group to use the equipment at the same time. Never place a hose or water on any equipment unless authorized by Bounce It Out Events, if Lessee wets any equipment without authorization, a cleaning fee of \$50 per piece of equipment will be imposed. Do not allow silly string in or around the equipment. Silly string will stain the vinyl and will result in a \$250 cleaning fee per piece of damaged equipment. If the equipment can not be cleaned of silly string, the Lessee will be responsible for full replacement value of the equipment. Do not allow horseplay on, in or around the equipment. The equipment should remain free of all food, drinks, candy, confetti and trash at all times.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Bounce It Out Events is not responsible for bad weather, disruption of electrical service and/or any unfavorable conditions that may arise and no charges or fees will be reimbursed as a result. Any rescheduled event is subject to availability of activities at the time of notification of postponement. Bounce It Out Events reserves the right to make all decisions with cancellation due to weather. If an indoor facility is available on site, the customer will be required to use those facilities or forfeit balance of event. Bounce It Out Events will allow a raincheck good for 90 days from the original event date when approved by management.

Payments and Deposits: Any and all payments made prior to an event are considered a deposit and are non-refundable. If your event falls under the rain policy rules as stated above, we will reschedule your event as explained in the previous paragraph. All other cancellations will result in forfeit of all payments and no rescheduling will be allowed if inside two weeks of your event. For events outside of a fifty mile radius of our warehouses or events that include catering, final payment is required seventy-two hours prior to your event start time unless approved by management at the time of booking.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contact and any extension thereof. The Lessee or using party shall be in charge of operation and is FULLY RESPONSIBLE for the rental. Lessor is NOT RESPONSIBLE for any injuries occurring to lessee or any persons using the leased equipment. Lessee further agrees to hold Lessor free and harmless against any claims and further, Lessor shall be indemnified for any and all cost occurred due to claim from anyone, including court costs and attorney fees, Lessee will provide its own liability insurance. Lessee is responsible for the replacement value of new leased equipment in the event of theft, vandalism, fire or any act that may destroy the leased property.

Disclaimer of warranties: Bounce It Out Events makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to immediately cease use of the equipment and contact Bounce It Out Events if any of the lease equipment develops any indication of defect or improper working conditions. Lessee agrees to use the equipment at Lessee's own risk. The lessor shall not be liable for any special, incidental, indirect, punitive, or consequential damages, including, but not limited to, loss of use, or loss of profit, nor for cost of litigation and attorney fees related thereto. The lessee shall be deemed to have waived all claims of any nature against Lessor arising from or relating to the rental except those for which Lessee has given written notice to Lessor within

ninety (90) days of Lessee's receipt of rental. The Lessee understands that any damage to any product that is caused by misuse or mistreatment will result in the Lessee being financially responsible for repair or replacement.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Additional Provisions: Any claim, dispute or other matter in question or related to this Agreement shall be subject to mediation in Glynn County, Georgia as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator's fee and any filing fees equally.

The interpretation and construction of this Agreement and any and all claims whether in contract or tort shall be governed by the laws of Georgia. This Agreement represents the entire and integrated agreement between Lessor and Lessee and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Lessor and Lessee. If any provision herein is or becomes invalid or illegal in whole or in part, such provision shall be deemed amended, as nearly as possible, to be consistent with the intent expressed herein.

Lessor will:

1. Provide the necessary staff to facilitate your event and power cords to reach a minimum of 50ft.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

Lessee will:

1. Provide 2 110volt/20amp electric circuits and 10/12 gauge cords for distances over 50ft.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 2 adult volunteer(s) to operate the activities.

Details for *rentalname*:

rentalcontract

I HAVE READ AND UNDERSTAND THE INSTRUCTIONS ON THE SAFE OPERATION OF THIS EQUIPMENT AND WILL ENFORCE ALL RULES. I FULLY UNDERSTAND THIS CONTRACT AND AGREE TO ANY AND ALL TERMS HEREIN.



99.58.205.139 on 8/23/2019

Signature

8/23/2019

Date

Marcy Pollicino

Printed Name